

LOCAL MARKETING AGREEMENT

This Local Marketing Agreement, along with the Standard Terms and Conditions attached as Exhibit A and the Health and Safety Guidelines attached as Exhibit B (collectively, “**Agreement**”), effective as of the date of full execution (“**Effective Date**”), sets forth the terms and conditions between City of Chanhassen (“**Producer**”) and T-Mobile USA, Inc. (“**T-Mobile**”), regarding T-Mobile’s sponsorship of Producer’s Drive-In Ice Cream Social for Active Older Adults (“**Promotion**”).

1. **Promotion.** T-Mobile will participate in the Promotion and Producer will provide the benefits outlined below to T-Mobile in connection with the Promotion in accordance with the terms set forth in this Agreement.
2. **Promotion Date(s) and Time(s):** September 11, 2020; 12:30 – 2:00 PM
3. **Promotion Location(s):** Chanhassen Recreation Center parking lot (2310 Coulter Blvd. Chanhassen, MN)
4. **Rights/Benefits to T-Mobile (“Rights/Benefits”):** T-Mobile will be the title event sponsor and will receive the following benefits:
 - a. Placement of T-Mobile logo and sponsorship crediting on all marketing and invitational flyers, social media posts, website notices and any other written or electronic material related to the Promotion
 - b. T-Mobile logo and sponsorship credit on two 36” x 48” sandwich boards at the entrance to the parking lot and in front of the bandstand area
 - c. T-Mobile logo on 20” x 30” arrow signs used by parking lot attendants
 - d. T-Mobile logo on several 11” x 17” signs placed in visible, orange cones used throughout the parking lot for traffic flow
 - e. T-Mobile will be given sponsorship credit in two separate news releases announcing the Promotion in the local *Chanhassen Villager*
 - f. T-Mobile branded gift bags (“community connection bags”) containing T-Mobile brochures/flyers, masks, water, and other small gifts will be distributed to attendees
 - i. T-Mobile will provide 200 such bags and 200 brochures/flyers to Producer
 - ii. All other bag contents to be provided by Producer
 - iii. Producer will fill/assemble all gift bags
 - g. T-Mobile will receive an outdoor 10’ x 10’ tent space, provided that it will not be a breach of this Agreement if T-Mobile does not use the space for the Promotion
 - h. T-Mobile has the opportunity, but not the obligation, to help serve ice cream and hand out gift bags at the Promotion
5. Producer will comply with Exhibit B in connection to all COVID-19 regulations and government guidance in connection to the Promotion.
6. **Fee:** T-Mobile will pay \$2,400 to Producer for the above outlined Rights/Benefits. Producer may invoice T-Mobile after full execution of this Agreement. T-Mobile will pay Producer within 30 days following receipt of invoice.

Accepted and Agreed to by:

T-Mobile USA, Inc.

By: _____

Name: _____

Date: _____

City of Chanhassen

DocuSigned by:

By: Mary Blazanin

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Name: Mary Blazanin

Date: 8/24/2020

DocuSigned by:

T-Mobile Legal Approval By:

[Signature]

John Butler

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EXHIBIT A
Standard Terms and Conditions

In addition to the foregoing, the parties agree to the following Standard Terms and Conditions:

1. **Exclusivity:** T-Mobile shall be the exclusive telecommunications services and products sponsor of Promotion. During the term of the Promotion, Producer agrees that it will not provide any sponsorship rights to the Promotion to any other party that is in the business of advertising, selling, or promoting telecommunications services and/or products.
2. **Right of First Refusal:** To the extent sponsorship of the next Promotion is offered to third party entities by Producer, Producer agrees to offer such sponsorship opportunity to T-Mobile prior to offering it to any other third party. If T-Mobile does not accept such offer within thirty (30) business days of the receipt thereof, or upon the refusal of such offer or notice containing such offer, whichever occurs first, the Producer may elect to make a similar offer to any other company.
3. **Representations and Warranties:** The parties have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms. T-Mobile shall have no responsibility for the operation of the Promotion, including the operation of the Promotion in compliance with all applicable laws and regulations (including, without limitation, any applicable privacy or commercial disclosure requirements), the safety and security of any visitors to or participants in the Promotion (including at T-Mobile's booth, if applicable), and the securing of any talent to appear or perform at the Promotion, if applicable. Producer further represents and warrants that it is responsible for securing any required license or permits to conduct the Promotion, that any materials and/or content it creates pursuant to this Agreement will not infringe on any third party rights, and that it has applicable insurance policies and/or funds in place to cover its indemnification obligations herein.
4. **Use of Trademarks:** T-Mobile grants a limited, personal, non-exclusive, non-assignable, non-sublicensable, revocable, royalty-free license or sublicense (as applicable) to use and reproduce the T-Mobile trademarks and logos provided by T-Mobile (the "**T-Mobile Marks**") to Producer solely in connection with Producer's performance of its obligations hereunder, during the term of the Promotion, and in the specific media and/or at the specific locations in the United States described herein. The T-Mobile Marks, along with all intellectual property rights and the goodwill of the business symbolized thereby and associated therewith, are the property of the licensor of such marks, Deutsche Telekom AG ("**DT**") or T-Mobile USA, Inc. (as applicable). Any use by Producer of the T-Mobile Marks will inure to the benefit of DT or T-Mobile. Except for the limited rights granted to Producer, Producer expressly disclaims all right, title and interest in and to the T-Mobile Marks. Any and all permitted use of the T-Mobile Marks by Producer will be subject to T-Mobile's prior review and approval. Producer must meet and comply with all of the specifications, requirements and standards prescribed by DT and T-Mobile with respect to use of the T-Mobile Marks and such other quality standards as may be imposed by DT and T-Mobile in their sole discretion from time to time, including T-Mobile's Marks Rules (available at <http://www.t-mobile.com/marksrules> or <https://www.metrobyt-mobile.com/terms-conditions/marksrules.html>, as applicable) and branding guidelines. T-Mobile reserves the right to demand a sampling of any and all Producer media bearing the T-Mobile Marks at any time, and Producer will provide such sampling to T-Mobile within five (5) business days. Upon expiration or revocation of the license granted hereunder for any reason, Producer will immediately terminate all use of the T-Mobile Marks and will transfer to T-Mobile any media in its possession that bears the T-Mobile Marks. Producer hereby grants T-Mobile the right to use Producer's trademarks, logos, and trade names (as provided by Producer) as necessary for T-Mobile to exercise its rights of benefits as set forth herein.
5. **Media:** Any and all media advertising content produced by Producer that refers to T-Mobile or includes any T-Mobile Marks or mentions T-Mobile ("**Media**") and is intended to run on any public platform (including, but not limited to, tv, radio, print, out of home, web, or social media, whether paid or unpaid), shall require the prior written approval of the content by T-Mobile. If T-Mobile provides Media to Producer, Media shall not to be altered by Producer, or any other third-party, without the express, prior written consent of the T-Mobile.
6. **Make Good Benefits:** If the Producer is unable to

provide the benefits or perform its responsibilities called for within this Agreement, Producer shall promptly notify T-Mobile in advance, and Producer and T-Mobile shall mutually agree on reasonably equivalent make good elements for benefits not received (“**Make Good Elements**”). If reasonably equivalent Make Good Elements cannot be mutually agreed upon after five business days following Producer’s notice to T-Mobile, T-Mobile shall have the right, in its sole discretion, to a refund of the reasonable value of such change in or unavailable benefits.

7. **Responsibility for Sweepstakes:** Producer will be responsible for all aspects of any sweepstakes or prize giveaways conducted pursuant to the terms of this Agreement (each, a “**Sweepstakes**”), including without limitation, compliance with all applicable laws, the collection of entries, preparation of rules, winner selection, obtaining appropriate releases from winners, and prize fulfillment. Notwithstanding the foregoing, Producer shall bear no liability associated with any faults, deficiencies, or otherwise as relating to any prizes or other materials provided by T-Mobile for use in or in relation to any Sweepstakes, provided that such prizes or other materials are used in the form in which, and for the purposes for which, provided by T-Mobile. Producer acknowledges and agrees that sweepstakes, contest, promotion, and advertising laws are unique and require statutory and legal compliance and legal review. All Sweepstakes materials including, without limitation, official rules, abbreviated rules, winners’ affidavits and releases, and advertisements for the Sweepstakes (including any social media posts to the extent that the content of such posts materially deviates from otherwise approved materials), and all subsequent material modifications thereto, shall be subject to T-Mobile’s prior written approval. T-Mobile shall have three business days to review and approve in writing any submissions by Producer. Any submission that is not approved by T-Mobile in writing within such review period shall be deemed disapproved. Producer agrees and acknowledges that any approvals given by T-Mobile in connection with the Sweepstakes are approvals solely as to (i) the inclusion of the T-Mobile Marks (as defined in herein) in Sweepstakes materials, (ii) the proper description of any prize provided by T-Mobile to Producer, and (iii) the inclusion of a release of T-Mobile’s liability in Sweepstakes rules and winners’ affidavits and releases, and that such approval is not a representation or warranty by T-Mobile that any portion of Producer’s activities complies with applicable laws, rules, or regulations.
8. **Ownership:** Each party hereto shall retain ownership of, and neither party will acquire any right, title or interest in, all trademarks, logos, designs, copyrights, trade names and all other intellectual property rights which it owns or has rights to and which are used in any way in materials in connection with this Agreement. Any materials developed, provided, or contributed by any party in connection with this Agreement shall be owned by the party that developed, provided or contributed them, subject to the other parties’ rights in and to any of its trademarks, copyrights, or other intellectual property contained therein.
9. **Indemnification:** Each party agrees to defend, indemnify and hold the other party, its affiliates, subsidiaries, parent and related companies, officers, directors, agents, and employees (collectively, the “**Indemnified Parties**”) harmless from and against any and all third party claims, settlements, judgments, liabilities, damages, losses, suits and expenses of any nature whatsoever, including reasonable outside attorneys’ fees (and fees incurred in enforcing this provision), arising out of, based upon or in connection with any material breach by any party of its obligations or responsibilities under this Agreement, including any of its representations and warranties hereunder. Producer further agrees to defend, indemnify and hold the T-Mobile Indemnified Parties harmless for any breach of its representations and warranties specified hereunder, including, without limitation, the operation of the Promotion in compliance with all applicable laws, rules, regulations, and ordinances, securing any talent, if applicable, and any required license(s) or permit(s) to conduct the Promotion, the safety and security of any visitors to or participants in the Promotion (including at T-Mobile’s booth, if applicable), and Producer’s creation of any materials and/or content pursuant to this Agreement. The indemnity obligations set forth herein shall survive termination or expiration of this Agreement.
10. **Insurance:** Producer will obtain and maintain commercial general liability insurance, on an occurrence basis, covering all operations by or on behalf of Producer against bodily injury (including death) and property damage (including loss of use), including premises/operations, personal and advertising injury, products/completed operations, and contractual liability. This commercial general liability insurance will be in limits of liability of

not less than \$2,000,000 per occurrence, combined single limit for bodily injury and property damage, with a \$4,000,000 general aggregate. Producer will include T-Mobile as an additional insured under Producer's commercial general liability insurance policy on endorsement CG 20 10 11/85 or its equivalent, to include ongoing and completed operations.

11. Termination: This Agreement may be terminated by T-Mobile in the event of an uncured material breach by Producer, if said breach is not cured, to the extent such breach is curable (in T-Mobile's sole discretion), within a one (1) day period after written notification of such alleged breach. If T-Mobile makes such a determination, the termination rights of T-Mobile shall be available immediately and T-Mobile shall have the right to prompt reimbursement of the Fee paid less actual costs and expenses for services rendered and benefits received by T-Mobile prior to termination. T-Mobile can terminate this Agreement for any reason with 5 days written notice. Supplier will promptly refund any pre-paid funds for un-completed deliverables.
12. Amendment: This Agreement constitutes the whole and entire Agreement between the parties with respect to the subject matter of this Agreement and it shall not be modified or amended in any respect, except by a written instrument executed by both parties.
13. Force Majeure: If because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of terrorism or war, act of government or government instrumentality (whether federal, state or local), failure of performance by a common carrier, or other cause beyond the reasonable control of a party, either party is unable to perform any or all of its obligations hereunder, then such inability will not be a breach of this Agreement. If, however, due to this Section, Producer is unable to perform any or all of its obligations hereunder, Producer shall provide T-Mobile with a reasonably equivalent make good or a pro-rata

refund of the Fee paid (based on benefits/rights actually received by T-Mobile), to be chosen at T-Mobile's sole discretion.

14. Governing Law: This Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of law provisions, and the parties consent to the exclusive jurisdiction and venue of the state courts located in King County Washington or the federal courts in the Western District of Washington.
15. Confidentiality: The parties agree that the terms of this Agreement are confidential and shall not be disclosed, except to the respective parties' advisors or as may be required by legal order or government authorities and the disclosing party has been notified in advance prior to such disclosure.
16. Notices: All notices required or permitted hereunder shall be in writing and may be emailed, personally delivered, sent by reputable overnight courier or certified mail, return receipt requested, or sent by fax and confirmed by fax answerback and in each case addressed to the parties as follows:

If to T-Mobile:
 T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 Tel: 715.210.0170
 Email: Anthony.wirz@t-mobile.com
 Attn: Anthony Wirz
 With a copy of legal notices:
 Attn: General Counsel

If to Producer:
 City of Chanhassen
 7700 Market Blvd.
 Chanhassen, MN 55317
 Tel: 952.227.1124
 Fax: 952.227.1100
 Email: mblazanin@ci.chanhassen.mn.us
 Attn: Mary Blazanin

EXHIBIT B
Health and Safety Guidelines

Producer will comply with the following guidance and obligations in regards to the public safety in connection to COVID-19 (“COVID”) for the outlined Promotion:

1. Producer will follow ensure all Producer staff and attendees of Promotion follow all CDC, the State of Minnesota, Minnesota Department of Public Health, and local guidelines as it pertains to COVID and all safety guidelines.
2. Additionally, Producer will require the following of T-Mobile Personnel/attendees of the Promotion:
 - a. The event will be limited to 200 attendees, with maximum of 65 socially distance parking spots and chalked areas available for groups up to 6.
 - b. “Social distance” circles will be chalked on the parking lot and sidewalks nearer the outdoor band. Circles will be a minimum of 6 feet apart from one another. Each group/car will be required to pre-register for a parking space or a chalked circle (each holding a maximum of 6 individuals.) Groups of 1-6 will stay in their designated spot for the duration of the event.
 - c. Participants may choose to stay in their cars, use personal folding chairs in a distanced parking space, or move to a socially spaced area near the outdoor band.
 - d. All attendees will be encouraged to wear masks for the duration of the event if they choose to leave their cars. Masks will be provided in all gift bags being given out by T-Mobile. Attendees will be escorted to their parking spaces by parking attendants.
 - e. Volunteers and staff at the event will also be asked to wear masks.
 - f. Rules surrounding COVID-19 (mask usage, social distancing, not coming to the event if sick) will be publicized with the event.
 - g. Signage will be used at the event, reminding attendees of COVID-19 rules and guidelines.