



DSDP GOLF FUNDRAISER SPONSORSHIP AGREEMENT

The Downtown San Diego Partnership, Inc., a California nonprofit mutual benefit corporation (“**DSDP**”) is pleased to provide your Company (“**Sponsor**”) with certain marketing and promotional opportunities and exposure during its Golf Fundraiser (“**Event**”) in exchange for Sponsor’s sponsorship of the Event and payment of the selected sponsorship fee (“**Sponsorship Amount**”) to DSDP. The Event is anticipated to occur on Friday, September 18, 2020, subject to any necessary or required rescheduling or adjustment.

Sponsor Benefits

In connection with this Sponsorship Agreement (“**Agreement**”) and in accordance with the terms set forth herein, DSDP anticipates making the following benefits available to Sponsor in connection with this Agreement and payment of the applicable Sponsorship Amount:

- **PLEASE REFERENCE CONFIRMATION EMAIL OR INVOICE FOR SPONSORSHIP DETAILS**

DSDP Benefits

The Sponsorship Amount is non-refundable (except as provided herein) and will be paid by Sponsor to DSDP by the earlier of: (a) within net 30 days of the invoice date; or (b) 14 days prior to the date of the Event. In addition, where this Agreement is signed fewer than 14 days before the Event date, DSDP reserves the right to require immediate payment of an invoice issued in respect of the Event. Payments made after the due date may be (in DSDP’s discretion) subject to a late fee equal to the lesser of 1.5% per month or the maximum rate allowed by law. In addition, Sponsor shall, upon request by DSDP, incorporate in a prominent location on Sponsor’s website a high-resolution logo of DSDP or the Event which shall function as a hyperlink to DSDP’s website or the applicable Event.

Addendum

Certain additional terms and conditions associated with this Agreement are set forth in the Addendum attached hereto and incorporated herein by reference (“**Addendum**”). The parties have read, understand, and agree to all terms and conditions set forth in the Addendum.

Thank you for your support of the Downtown San Diego Partnership, Inc., and the Event.

In witness whereof, DSDP and Sponsor have executed this Agreement as of their respective signature dates.

ADDENDUM

This Addendum (“**Addendum**”) is made to, and incorporated fully within, the Sponsorship Agreement (“**Agreement**”) by and between Downtown San Diego Partnership, Inc. (“**DSDP**”), and your Company (“**Sponsor**”). Any capitalized terms used but not defined in this Addendum shall have the meanings ascribed to such terms in the Agreement.

1. License Grants.

(a) DSDP License. During the term of the Agreement, as set forth in Section 4 hereof, DSDP grants to Sponsor a limited, revocable, non-exclusive, non-transferable, non-sublicensable license (the “**DSDP License**”) to use and display DSDP’s name, logo, and intellectual property created for the Event (collectively “**DSDP IP**”) on its website and in its marketing materials solely for the purposes of indicating its sponsorship of DSDP and promoting the Event. Each use by Sponsor of DSDP IP shall be subject to DSDP’s prior written approval and shall in all cases: (i) positively portray DSDP and the Event, as applicable; and (ii) comply with DSDP’s branding guidelines, a copy of which will be made available to Sponsor upon request. In no event shall any DSDP IP be placed on, next to, adjacent to, or otherwise used in connection with any content that is offensive, immoral, illegal, unethical, or which would otherwise reasonably negatively reflect on DSDP, the Event, or the DSDP IP. DSDP may terminate the DSDP license upon written notice to Sponsor and such license shall be deemed automatically terminated upon the termination of this Agreement. Except for the license granted pursuant to this Section 1(a), DSDP shall solely hold and own all right, ownership, interest, and title in and to the DSDP IP.

(b) Sponsor License. During the term of the Agreement, as set forth in Section 4 hereof, Sponsor grants to DSDP a non-transferable, non-exclusive royalty free limited license (the “**Sponsor License**”) to use and display Sponsor’s name, logo, and trademarks (collectively the “**Sponsor IP**”): (i) for the purpose of identifying and promoting Sponsor as a sponsor of DSDP and/or the Event; (ii) in DSDP’s marketing and promotional materials (including without limitation sponsorship lists, Event signage, and Event programs); and (iii) in connection with DSDP’s provision of the benefits set forth in the Agreement. Notwithstanding the term of the Sponsor License set forth above, after the termination of such license, DSDP is authorized by Sponsor to continue the use, publication, distribution, or other display of any marketing materials, promotional materials, advertisements, pamphlets, lists, or other materials which contain or incorporate Sponsor IP after the termination of such license to the extent the foregoing were created, published, or produced prior to the termination or expiration of the Sponsor License. Except for the license granted pursuant to this Section 1(b), Sponsor shall solely hold and own all right, ownership, interest, and title in and to the Sponsor IP.

2. **Substitution of Benefits/Cancellation of Event**. Sponsor and DSDP acknowledge that a certain sponsorship benefit set forth on the Agreement may from time to time become impractical or otherwise unavailable. In such event, no default will be deemed to have occurred and DSDP will have no obligation to provide such sponsorship benefit, provided, however, that DSDP will use commercially reasonable efforts to provide or make available to Sponsor one or more substitute sponsorship benefits in lieu of the benefit that is not provided or becomes impractical. In the event DSDP provides or makes available a substitute benefit pursuant to this Section 0, the Agreement shall be deemed amended to reflect such substitution.

3. **Representations and Warranties**. DSDP makes no representations or warranties with respect to the sponsorship or any Event, and all representations or warranties, express and implied (including

without limitation any warranty of fitness for a particular purpose, merchantability, publicity, tax deductibility of the Sponsorship Amount, and availability) are hereby disclaimed. Sponsor represents and warrants to DSDP: (a) it has all power, authorizations, consents, and authority necessary to execute, deliver, and perform the Agreement; (b) execution and performance of the Agreement will not conflict with Sponsor's obligations under its charter, or any other agreement or instrument to which Sponsor is a party or by which Sponsor is bound; (c) Sponsor has no knowledge of adverse claims which would affect the Agreement or any obligations hereunder; and (d) the Sponsor IP, and DSDP's use of the Sponsor IP as herein contemplated, does not and will not violate the intellectual property rights or other proprietary rights of any third party.

4. Term and Termination. The Agreement shall be effective as of the last date executed by the parties and shall automatically terminate ten (10) days after the conclusion of the Event, unless terminated earlier as follows:

(a) Event Modification. If holding the Event becomes impractical in the reasonable discretion of DSDP or for any other reason will not occur, the Agreement shall terminate: (i) if a substitute sponsorship benefit (including without limitation the same or similar benefit to a similar event or the rescheduled date or time of the Event) is provided in lieu of the Event pursuant to Section 0, ten (10) days after the occurrence or provision of such substitute sponsorship benefit; or (ii) if a substitute sponsorship benefit is not provided in lieu of the Event pursuant to Section 0, upon the earlier of Sponsor's receipt of notice from DSDP that no substitute sponsorship benefit will be provided or thirty (30) days after the originally scheduled date of the Event, and upon termination pursuant to this Section 4(a)(ii), Sponsor shall be entitled to a refund of the Sponsorship Amount.

(b) Termination for Cause. DSDP may immediately terminate the Agreement upon written notice to Sponsor if: (i) Sponsor fails to pay the Sponsorship Amount to DSDP within the timeframe set forth in the Agreement; (ii) Sponsor's acts, omissions, policy decisions, or the nature of Sponsor's business is or becomes unethical, inconsistent with public policy or the values represented by DSDP, or in DSDP's reasonable discretion would otherwise negatively affect the reputation of DSDP. Sponsor may terminate this Agreement if DSDP materially breaches the Agreement and such breach remains uncured after Sponsor provides notice to DSDP and gives DSDP a reasonable opportunity to cure, in which case DSDP shall refund the Sponsorship Amount to Sponsor.

5. Indemnification; Limitation on Damages. Sponsor shall indemnify, defend, and hold harmless DSDP and its directors, officers, employees and agents from and against any loss, liability, claims, damages, penalties, expenses, assessments, fees, fines, or other costs (including without limitation attorneys' fees, expert witness fees, and costs of defense) they may suffer or incur as a result of or arising out of Sponsor's acts or omissions, including without limitation: (a) Sponsor's breach of the Agreement or this Addendum; (b) any representations, warranties, or information provided by Sponsor being false or misleading; (c) Sponsor's misuse or unauthorized use of DSDP IP; and (d) the actual or alleged infringement or violation of any third party's intellectual property rights or other proprietary rights as a result of DSDP's use of the Sponsor IP as contemplated herein. Notwithstanding the foregoing, the parties agree that neither party shall be liable for, and in no event whatsoever shall damages or other award based on this Agreement or the performance or failure to perform any provision hereof include, any recovery for loss-of-profits, loss-of-business, special, indirect, consequential or punitive damages. The foregoing limitation shall not apply to the extent that any such damages are awarded to a third party in a claim and such claim is indemnifiable by a party hereto.

6. Confidentiality. The parties recognize that in the course of the Event, each party may obtain confidential or proprietary information of the other party or its affiliates. Other than as may be required by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto,

such information will be held in strict confidence and will not be disclosed by the recipient to any unauthorized party without the prior written consent of the other party. This provision does not apply to information: (i) in the public domain through no fault of the recipient; or (ii) developed independently by the recipient without reliance on the information. The parties agree that the terms of this Agreement (including the Sponsorship Amount) shall be treated as confidential.

7. Miscellaneous.

(a) Notice. All notices and other communications required or permitted under this Agreement shall be in writing and deemed given immediately upon personal delivery, the next business day if sent by overnight courier with postage prepaid and return receipt requested, or five business days after mailing if mailed by certified mail with postage prepaid and return receipt requested. Notices to DSDP shall be sent to 401 B Street, Suite 101, San Diego, CA 92101, attention: Kaitlin Payne, SVP Membership & Events; and notices to Sponsor shall be sent to the address set forth below Sponsor's signature block in the Agreement, attention: President. Either party may change its address for notice purposes by sending written notice of the change of address in accordance with this Section 7(a).

(b) Arbitration. The parties agree that any dispute or controversy arising out of, relating to, or in connection with the interpretation, validity, construction, performance, breach, or termination of the Agreement or this Addendum shall be submitted to binding arbitration to be held in San Diego County, California in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The parties shall each bear their own attorney fees with respect to such arbitration but shall share equally the other costs and expenses of arbitration. The prevailing party in any action or arbitration shall be entitled to a judgement for costs and reasonable attorneys' fees.

(c) Law and Venue. The Agreement, including without limitation this Addendum, shall be governed exclusively by the laws of the State of California (without regard to its conflict of law provisions). Any claims or disputes brought in connection with the Agreement or this Addendum shall be submitted to arbitration pursuant to Section 7(b).

(d) Force Majeure. DSDP will not be liable to Sponsor for any failure or delay in its performance of the Agreement or any Event if such failure or delay arises out of causes beyond the control of DSDP, including but not limited to acts of god, terrorist, riots, fire, earthquakes, floods, accidents, strikes, shortages, communication outages, power outages, and widespread contagion or pandemic.

(e) No Partnership. Notwithstanding colloquial descriptions of Sponsor as a "partner," nothing herein shall be construed as establishing a legal partnership, joint venture or agency relationship between DSDP and Sponsor. Neither party has authority to bind or act in any respect on behalf of the other party.

(f) Facsimile Signatures and Counterparts. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or electronic transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

(g) Assignment and Amendments. No party shall assign this Agreement without the prior written approval of the other party. Amendments to this Agreement shall be in writing and executed by both parties.

[End of Addendum]