

SPONSORSHIP AGREEMENT

THIS agreement is between The Dr. Pepper Snapple Bottling Group, Columbus (hereinafter referred to as DPSG) and The City of Gahanna Department of Parks & Recreation (hereinafter referred to as GPRD).

WHEREAS, The GPRD owns and operates certain facilities at, the "Facility" and has the authority to offer certain advertising and beverage availability rights in such Facility's over a Three (3) year term; and

WHEREAS, DPSG desires to advertise certain of its beverage products and that its beverages be made available for such Facility's; and

WHEREAS, in order to accomplish the aforesaid objectives, GPRD is in need of Five Thousand Dollars (\$5000.00) per agreement year, payable within 60 days of signing the agreement (Year 1) and prior to April 1st (Year 2 and Year 3) and DPSG desires to assist in the purchase of aforementioned for the Facility.

NOW, THEREFORE, in consideration of the acts and promises contained herein, the parties hereby agree as follows:

A. Defined Terms

1. "Beverages" shall mean all bottles and can carbonated and noncarbonated nonalcoholic beverages including but not limited to carbonated soft drinks; mixers; flavored and unflavored packaged waters; fruit juices; fruit juice-containing or flavored drinks; fruit punches and ades; isotonic energy and fluid replacement drinks (sometimes referred to as "sports drinks"); tea drinks; chocolate drinks; and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made.
2. "Products" shall mean Beverages of Dr. Snapple Bottling Group.
3. "Competitive Products" shall mean all Beverages which are not purchased from DPSG.
4. "Facilities" shall mean the Gahanna Municipal Golf Course, the Gahanna Swimming Pool and Hunters Ridge Pool.

B. Responsibilities of DPSG. Dr. Pepper Snapple Group hereby promises that it shall:

1. To provide all cooling equipment at no charge.
2. To provide menu boards, clocks and dry erase mark boards at no charge.

C. Responsibilities of GPRD hereby promises that it shall:

1. Cause the Products purchased from DPSG at wholesale prices to be exclusively available at the Facility and at all functions outside of this facility that is an event given by GPRD, or any other Facilities to be built in the future during term of agreement with DPSG. NO COMPETITIVE PRODUCTS shall be made available in the Facilities. Allow DPSG to sell "Products" (Wholesale price list attached, Exhibit A).
2. Only DPSG vending machines will be used at GPRD and only DPSG Products will be vended from such machines.
3. Grant exclusive Beverage advertising rights at GPRD and in the Facility to DPSG and not grant advertising rights at the Facility to any Competitive Products.
4. Operate and maintain the cooling equipment in good condition and repair during the term of this agreement.

D. Indemnification.

1. The City of Gahanna agrees to defend, indemnify and hold DPSG harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorney fees, for any injury, damage or loss to persons, including death, whether they be third persons or employees of either of the parties hereto, or any injury, damage or loss of property arising out of its performance of this Agreement or claims associated in any way with the purchase, use or operation of all equipment by GPRD or third parties.

1. This indemnity shall survive the termination of this Agreement and shall not apply to any injury, damage or loss caused in whole by the negligence of DPSG.

E. Term and Termination.

1. The term of this Agreement shall be for a period of Three (3) years from January 5th, 2010 through December 31st, 2012.
2. If GPRD fails to perform any of the promises set forth in this Agreement or ceases to exist then as an option but not as its sole remedy, DPSG may terminate this Agreement, and GPRD shall pay to DPSG a pro rata portion of the amount DPSG has invested in the upfront inducements and leasing of all equipment and other advanced expenditures by DPSG..
3. Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts, or in any manner interferes with the sale or advertising of Beverages at any time during the term of this Agreement or if for any reason the use of the

Facility declines, then as an option but not as its sole remedy, DPSG may terminate this Agreement and GPRD pay to DPSG a pro rata portion of the amount DPSG has invested.

G. Right of First Refusal:

DPSG will have the right of first refusal to enter into a new Agreement with GPRD following the term of this Agreement.

**The Dr. Pepper Snapple Group:
Columbus**

The City of Gahanna

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____