

## 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 The City of Gahanna Department of Parks & Recreation).

WHEREAS, The City of Gahanna 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 Four (4) 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, The City of Gahanna Department of Parks & Recreation is in need of four Thousand Dollars (\$4,000) payable within 60 days of signing the agreement (Years 1-3 ) 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.

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 City of Gahanna Department of Parks & Recreation. 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 The City of Gahanna Parks and Recs., 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 Facility's. Allow DPSG to sell "Products" (Wholesale price list attached. Exhibit A)
2. Only DPSG vending machines will be used at The City of Gahanna Department of Parks & Recreation and only DPSG Products will be vended from such machines.
3. Grant exclusive Beverage advertising rights at The City of Gahanna Department of Parks & Recreation 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 Department of Parks & Recreation 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 The City of Gahanna Parks and Recreation 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 Four (4) years from May 1<sup>st</sup>, 2014 through May 1<sup>st</sup>, 2017.
2. If The City of Gahanna Department of Parks & Recreation. 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 The City of Gahanna Parks and Recreation 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 The City of Gahanna Department of Parks & Recreation 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 The City of Gahanna Parks and Recreation 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:** \_\_\_\_\_