

City of Charlotte Sponsorship Agreement

This Sponsorship Agreement is entered into on this ____ day of October 2021, by and between Subaru of America, Inc. (hereinafter “Sponsor”) and the City of Charlotte, North Carolina (hereinafter “Charlotte”).

WHEREAS, the Sponsor desires to make a contribution of monetary or in-kind support to the City or for a City program or service; and

WHEREAS, in exchange for the Sponsor’s contribution, the City is willing to acknowledge the Sponsor and the Sponsor’s contribution and/or grant to the Sponsor the right to associate the Sponsor’s name, products, or services with the City or the sponsored City program or service; and

WHEREAS, the Charlotte City Council has adopted a Sponsorship Policy that, among other things, requires all sponsorship relationships to be documented in a properly authorized Sponsorship Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Sponsor’s Commitment:**

Sponsor shall: See Subaru Sponsorship Agreement attached and incorporated herein as Exhibit A. Any conflict between language in an Exhibit or Appendix to this Sponsorship Agreement and the main body of this Sponsorship Agreement shall be resolved in favor of the main body of this Sponsorship Agreement.

2. **City Acknowledgment and Recognition:**

In addition to the specific sponsorship acknowledgment described below (if any), the City may acknowledge and recognize the Sponsor and the Sponsor’s contribution in whatever manner that the City, in its sole discretion, determines is appropriate.

The City will exercise full editorial control over the placement, content, appearance, and wording of all sponsorship acknowledgment and recognition messages on City property or through City communications medium. Recognition messages shall not promote or endorse the Sponsor or its products or services.

See Exhibit A for the specifically agreed to means, if any, of City acknowledgment and recognition, including, if appropriate, the placement, content, appearance, wording, and time or time-period of such acknowledgment.

3. **Sponsor’s Right to Publicize their Association with the City:**

The Sponsor may truthfully and accurately publicize its sponsorship relationship with the City in print, video, Internet, broadcast, or display items. Notwithstanding the foregoing, the Sponsor may not use the City’s marks or logos in conjunction with such publication

without the prior written approval of the City.

Under no circumstances shall the Sponsor issue materials or communications that state or imply that the City has endorsed the Sponsor or the Sponsor's products or services.

4. **Reserved.**

5. **Termination:**

Either party may terminate this Sponsorship Agreement at any time, with or without cause.

6. **Contact Information:**

Sponsor:

Alan Bethé
Subaru of America
One Subaru Drive
Camden, NJ 08103
1-800-782-2783
abethke@subaru.com

City:

Marcus Jones
City Manager
600 E. 4th Street
Charlotte, NC 28202
704/336.2241
Marcus.jones@charlottenc.gov

Offer of Sponsorship

By: _____

Title: Vice President, Marketing

Corporate Communications & Marketing

By: _____

Title: _____

City Manager's Office

By: _____

Title: _____

EXHIBIT A

1. Definitions. For purposes of this Agreement, capitalized terms used herein and not otherwise described shall have the respective meanings ascribed to such terms as are set forth on Schedule 1.
2. Sponsorship; Exclusivity.
 - Organization hereby engages SOA, and SOA hereby accepts such engagement, each subject to the terms and conditions set forth in this Agreement, to sponsor Organization for its participation at the Event (the "**Sponsorship**"). SOA shall be the Organization's official and exclusive auto manufacturer, distributor, auto part supplier, service and maintenance partner in all aspects related to the Event.
3. Sponsorship Benefits. In consideration of SOA's performance of the Sponsorship Obligations (as defined below), Organization shall provide SOA with the Sponsorship Benefits set forth in Schedule A.
4. Sponsorship Obligations. In consideration of and subject to Organization's provision of the Sponsorship Benefits and other undertakings hereunder, SOA shall:
 - pay Organization a one-time sponsorship fee in the amount of **\$2,000.00** (the "Sponsorship Fee"). Organization shall provide an invoice to SOA for the applicable Sponsorship Fee such payment shall be due within thirty (30) business days of SOA's receipt of such invoice.
5. License Grants.
 - SOA hereby grants Organization, and Organization hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the SOA Marks in the Territory solely as necessary to provide the Sponsorship Benefits during the Term relative to the Event.
 - Organization hereby grants SOA, and SOA hereby accepts, a non-exclusive, non-transferable, non-sublicensable (except to SOA Affiliates) right and license to use the Organization Marks in the Territory during the Term:
 - in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites and mobile apps, to identify and promote its association with and its status as a sponsor of the Event; and
 - on Event Collateral that SOA is obligated or otherwise permitted to create and distribute at or in connection with the Event.
 - Organization shall submit examples of all proposed uses of the SOA Marks to SOA for written approval prior to using the same.
 - If either party is notified in writing by the other party that any use does not comply with such party's trademark usage guidelines and quality control standards, such party shall promptly remedy the use to the commercially reasonable satisfaction of the other party or terminate such use. Neither party shall use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party's Marks. All uses of a party's Marks, and all goodwill associated therewith, shall inure solely to the benefit of such party, and each party shall retain all right, title, and interest in and to its Marks.
6. Organization Obligations. Organization shall, at its sole cost and expense:
 - notify SOA promptly in writing of any planned or anticipated material changes that may affect its participation in the Event or any other changes regardless of materiality which would, or could likely, adversely impact SOA;
 - if an Event is postponed or cancelled, Organization shall make all reasonable efforts in good faith to participate in the rescheduled Event with SOA, pursuant to the terms of this Agreement;
 - on a timely basis secure, and throughout the Event fully comply with all licenses, permits, and approvals required by all applicable Law in connection with the Event;

- comply with all of SOA's Organization Guidelines provided to Organization prior to the Event, a copy of which is attached hereto as Exhibit B;
 - notify the Event host or facility medical personnel should any Person get injured by Organization's staff or animals while on-site at the Event; and
 - shall present all animals to the public in an open area inside an enclosed pen apart from other animals, and each animal must be accompanied by at least one Organization staff member so that all animals are accompanied by a Organization staff member on a 1:1 ratio.
7. Insurance. Throughout the Term, Organization shall maintain, at its sole cost and expense, insurance for not less than the following limits and coverage with duly licensed insurance companies having an A.M. Best rating of A-, or better. In addition to covering all of the normal operations of Organization, this insurance shall cover all of the activities and events described under this Agreement.
- General Liability: Organization shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1 million each occurrence. CGL coverages shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage and shall cover liabilities arising from events, premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. All such coverages, including coverages provided by an excess or umbrella policy, shall apply to SOA on a primary basis and shall not require contribution from any other insurance policies in effect for SOA at the time of loss.
 - Workers Compensation: Organization shall maintain workers compensation insurance as required by law, and include Employers' Liability: insurance with a limit of not less than \$1 million each occurrence.
 -

Acord 25 or equivalent form must be submitted as proof of required insurance

Certificate holder name and mailing address: Email certs to:

SOA Risk Management

1 Subaru Drive
Camden, NJ 08013

InsuranceCerts@Subaru.com

With a Copy to: knolan@subaru.com

8. Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any express provisions of the Agreement, will continue in effect until the date one (1) year after the Effective Date (the "**Term**").
9. Termination.
- SOA may terminate this Agreement without cause at any time upon at least ten (10) days' prior written notice to Organization.
 - SOA may terminate this Agreement immediately upon written notice to Organization if, in SOA's sole discretion, the value of the sponsorship association for SOA is materially diminished, or such association may cause SOA harm to its reputation, as a result of, *inter alia*,:
 - a material change in the Event, including a change in its timing, location, content, purpose, or target audience, including any change that is caused by or related to a Force Majeure;
 - the Event host or facility decides not to allow pet adoptions to take place at the Event, or
 - Organization's or any of its officers', directors', employees', partners' or subcontractors' engaging in, or any of their or the Event's, engaging in conduct

that, in SOA's sole discretion is unlawful, unethical, or otherwise harmful to the reputation of the Organization, SOA, or the Event.

- Either party may terminate this Agreement, immediately upon written notice to the other party if:
 - the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for ten (10) days after the non-breaching party provides the breaching party with written notice thereof; or
 - the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- On expiration or termination of this Agreement:
 - all licenses granted hereunder will also terminate and each party shall promptly cease using the other party's Marks and destroy or return to the other party such other party's Confidential Information, if any; provided, however, neither party shall be required to cease use of any Marks which were posted (or otherwise promoted) in conformity with this Agreement during the Term which exist in a digital medium unless specifically requested in writing by the other party.
 - the parties will be relieved of their respective further obligations under Section 3 and Section 4; and
 - if SOA terminates this Agreement early pursuant to Section 9(b) or Section 9(c), Organization shall (A) refund to SOA all previously-paid Sponsorship Fees; and (B) pay SOA at SOA's then-prevailing rates for previously-performed SOA Obligations.
- The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 9(d), this Section 9(e), Section 10, Section 11, Section 12, and Section 14.

10. Representations and Warranties.

- Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by both parties, this Agreement will constitute the valid and legally binding obligation of such party, enforceable against such party in accordance with its terms.
- Organization further represents and warrants:
 - the Organization Marks and SOA's use thereof in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party.
 - it is and shall remain until the completion of the Term duly organized as a municipal corporation under the laws of the state of **North Carolina** and that it

is and will so remain in good standing, and is currently duly registered under the laws of to solicit charitable donations; and

- it will perform its obligations under this Agreement in compliance with all applicable laws, rules and regulations.

11. Indemnification.

- To the extent permitted by law Organization shall indemnify, defend, and hold harmless SOA and SOA's Affiliates, and each of their respective officers, directors, members, managers, employees, agents, successors, and assigns (each, a "**SOA Indemnatee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "**Losses**"), resulting from any claim, suit, action, or proceeding (each, an "**Action**") arising out of or related to: (i) the Event, including Organization's advertising, marketing, or promotion of the Event, the Organization Marks and Event Materials; (ii) any use, presentation, display, or distribution of SOA Materials in a manner not expressly permitted by this Agreement; (iii) Organization's breach of any representation, warranty, covenant, or obligation of Organization under this Agreement; and/or (iv) death of or injury to any person, damage to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result, in whole or in part, from the Event, Organization's acts or omissions, and/or Organization's animals; provided, however, no such right of indemnity shall exist to the extent such breach was related to SOA's fraud, willful misconduct or gross negligence.
- SOA shall indemnify, defend, and hold harmless Organization and its officers, directors, employees, agents, successors, and assigns (each, an "**Organization Indemnatee**") from and against all any and all Losses resulting from any third-party Action arising out of or related to: (i) the SOA Materials, solely as used, presented, displayed, and distributed without alteration and otherwise in strict compliance with this Agreement or (ii) SOA's breach of any representation, warranty, covenant, or obligation of SOA under this Agreement; provided, however, no such right of indemnity shall exist if or to the extent such breach was related to Organization's fraud, willful misconduct or negligence.

12. Confidentiality. Organization will not use any of SOA's Confidential Information except to the extent necessary to carry out its obligations under this Agreement, and Organization will not disseminate or in any way disclose any Confidential Information to any third party. Organization further agrees that Organization shall not misappropriate or use Confidential Information for its own benefit or for the benefit of others, except for SOA's (or its subsidiaries') benefit in furtherance of this Agreement. Organization shall treat all Confidential Information with at least the same degree of care as Organization accords to the Organization's own confidential information, but not less than reasonable care. Organization shall comply with all applicable laws as it relates to the receipt, use and maintenance of the Confidential Information. Organization shall disclose the Confidential Information only to those of the Organization's employees, consultants and contractors who need to know the information to assist Organization carry out its obligations under this Agreement. Organization shall be responsible to SOA for full compliance by Organization's employees, agents, and representatives of all of Organization's obligations under this Agreement.

13. Force Majeure.

- Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any: (i) acts of God; (ii) flood, fire, or explosion (assuming the defaulting party was not directly or indirectly responsible for the same); (iii) war, terrorism,

invasion, riot, or other civil unrest; (iv) embargoes or blockades in effect on or after the date of this Agreement; (v) national or regional emergency; (vi) strikes, labor stoppages or slowdowns, or other industrial disturbances; (vii) passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition; or (viii) national or regional shortage of adequate power, telecommunications, or transportation facilities (each of the foregoing, a "**Force Majeure**"), in each case, provided that (A) such event is outside the reasonable control of the affected party; (B) the affected party provides prompt notice to the other party, stating the period of time the occurrence is expected to continue; and (C) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.

- Section 13(a) does not limit or impair SOA's right to terminate this Agreement pursuant to Section 1(b)(i), notwithstanding that such change may result from or be related to a Force Majeure.

14. General.

- Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.
- The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- Other than the terms of this Agreement which are intended to be public-facing (i.e. Event participation), the parties agree to maintain the terms of this Agreement in confidence. Organization shall not issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or use SOA's Marks except as expressly permitted under this Agreement or with the prior written consent of SOA.
- All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section 14(d)):

If to SOA:	Subaru of America, Inc. 1 Subaru Drive Camden, New Jersey 08103 Email: knolan@subaru.com Attention: Kerry Ann Nolan, Autoshows And Events Manager With a copy to: General Counsel
If to Organization:	8315 Byrum Dr Charlotte, North Carolina 28217 Facsimile: Email: dshrewsbury@cmpd.org

Attention: David Shrewsbury

Notices sent in accordance with this Section 14(d) will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth (5th) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

- The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- Neither party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other party's prior written consent; provided, however, that SOA may assign or otherwise transfer all or any of its rights, and delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Organization's consent to the successor to all or substantially all of its business to which this Agreement relates or to any of its Affiliates. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Organization (regardless of whether Organization is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which SOA's prior written consent is required. No delegation or other transfer will relieve the delegating or transferring party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 14(h) is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other

jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- This Agreement is governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New Jersey. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey in each case located in the city of Camden and County of Camden, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO DISPUTES ARISING UNDER THIS AGREEMENT AND CONSENT TO A BENCH TRIAL WITH THE JUDGE ACTING AS THE FINDER OF FACT.
- In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the substantially non-prevailing party.
- This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- Organization understands that SOA expects and requires its vendors to display a high level of social responsibility and to comply with all applicable labor and employment laws. Organization represents that it maintains safe and healthy working environments for its workers that meet or exceed applicable standards for safety and occupational health and that it does not tolerate or engage (1) in the use of forced labor, including human trafficking, (2) in the use of child labor other than the lawful temporary employment of minors in accordance with applicable law, or (3) in the employment of minors in a capacity that exposes them to hazardous work.
- Organization's obligations under this Agreement are of a unique character that gives them particular value; Organization's breach of any of such obligations will result in irreparable and continuing damage to SOA for which money damages are insufficient, and SOA shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate). **UNDER NO CIRCUMSTANCES, UNLESS EXPRESSLY PERMITTED BY THIS AGREEMENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM A BREACH OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT EACH PARTY SHALL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND/OR ARE SUBJECT TO INDEMNIFICATION.**

Schedule 1

Definitions

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise/ownership.

"Confidential Information" means (a) any financial, technical and non-technical information related to the SOA's and its subsidiaries' business and current, future and proposed products and services, including for example and without limitation, SOA's information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) any information the SOA has received from others which the SOA is obligated to treat as confidential or proprietary and which such obligation of confidentiality is made known to Organization.

"Event" means the event described in Schedule A.

"Event Collateral " means products or merchandise bearing a Organization Mark, either alone or together with a SOA Mark, for distribution at or in connection with the Event.

"Event Materials" means materials presented, distributed, or otherwise provided by Organization or any other person or entity at or in connection with the Event.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local or foreign government, or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction. This definition shall also include any codes of conduct, procedures, rules, regulations or similar policies with which any Event host or venue directly or indirectly requires compliance.

"Mark" means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.

"Organization Marks" means those Marks identified as "Organization Marks" in Schedule B.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"SOA Materials" means the SOA Marks and any other materials presented, distributed, or otherwise provided by SOA at or in connection with the Event and/or the Agreement.

"SOA Marks" means those Marks - as defined above as any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origin of any product or service.

"SOA Obligations" means SOA's obligations set forth in Section 4.

"Sponsorship Benefits" means the benefits Organization is required to provide to SOA under this Agreement as set forth in Schedule A.

"Sponsorship Fee" is the fee payable by SOA to Organization under this Agreement, as set forth in Section 5.

"Territory" means the United States.

Schedule A

Sponsorship Benefits

Sponsorship Benefits

Organization shall provide SOA with the following ("**Sponsorship Benefits**") at the **Charlotte Int'l Auto Show** to be held on **11/18/2021 - 11/21/2021** ("**Event**"):

1. Provide images and information about adoptable pets that will be at the show, that SOA and Auto Shows can pre-promote.
2. Promote their attendance at the auto show on their websites, social channels, newsletters, donor emails (using SOA provided promotional kits, provided by Subaru Events Team).
3. Prepare organization staff and volunteers for onsite activation with visual and manual guides.
4. Be on time for Auto Show shifts, any future scheduled media interviews, etc.
5. Promote Auto Show adoption event after the Auto Show and provide impact statements to SOA.

Schedule B

Marks means any trademark, trade name, service mark, design, logo, domain name, or other indicator of the source or origins of any product or service.

SOA Marks

SOA logo, trade name, and trademark

Organization Marks

EXHIBIT B

Organization Guidelines for Injuries On Site

1. You must call an EMT if you see bleeding, bruising, trouble walking, limping, falls, cases where someone is in distress whether they look injured or not.
2. In the event of an emergency, the procedure is as follows:
 1. Have someone contact the venue's emergency response team. For venues and events that do not have onsite EMTs please call 911 for that particular city.
 2. Assess the situation with the injured individual and try to keep them calm while waiting for the first responders to arrive.
 3. Get responder's names and report number to include in the SOA Incident Report.
 4. Gather as much information, witnesses and pictures as possible.
 5. If attendee refuses treatment or refuses to remain in the area until emergency responders arrive, document as much information as possible.
 6. As soon as reasonably practical, call and email all reports and pertinent information to Andrea Kramarz with SOA Risk Management at:

Phone: (856) 488-3145

Email: akra@subaru.com

With a copy to: knolan@subaru.com, jcam@subaru.com, and dlally@showmaxmarketing.com

1. Follow through with any additional information that Andrea requests.