

## Tupelo Baseball Complex Sponsorship Agreement

This agreement made as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2008 (“Effective Date”), is entered into between the Tupelo Sports Council Inc (“TSC”) and \_\_\_\_\_ (“Sponsor”), to support the development, construction, operation and maintenance of the Tupelo Baseball Complex, a nine field baseball complex to be located in Tupelo, Lee County, Mississippi:

1. *Purpose of Agreement.* The purpose of the Agreement is to describe the sponsorship activities and the level of financial support to be provided to the TSC by the Sponsor for the development, construction, operation, and maintenance of the Tupelo Baseball Complex, and to contractually bind the parties to the same terms herein.
2. *Sponsorship Levels, Term and Fees.* In consideration of the benefits afforded the Sponsor herein, the Sponsor agrees to financially support the Tupelo Baseball Complex on the terms as indicated below (CHECK ONE):

- \_\_\_\_\_ \$1,000,000 – Naming Rights  
Sponsor is entitled to the benefits of having its name on the Tupelo Sportsplex, for a ten (10) year term, commencing upon the date that the multiplex is opened.  
Payment terms \$100,000 a year for ten (10) years.
- \_\_\_\_\_ \$100,000 – Field Naming Rights  
Sponsor is entitled to the benefits of having its name displayed on signage at one (1) of nine (9) baseball fields for a ten (10) year term, commencing upon the date that the baseball complex is opened.  
Payment terms \$10,000 a year for ten (10) years.
- \_\_\_\_\_ \$ 10,000 – \$750 Founding Sponsors  
Sponsor is entitled to a lifetime sponsorship. Sponsors name will be displayed on a founding sponsor board. There is five levels of sponsorship, \$10,000 Grand Slam, \$5,000 Home Run, \$2,500 Triple, \$1,000 Double, \$750 Single.
- \_\_\_\_\_ \$5,000 – Tournament Sponsor  
Sponsor is entitled to one named tournament for one year. Sponsor will be entitled to a pennant sponsorship for three (3) years and they will be listed on the founding sponsors board.
- \_\_\_\_\_ \$ 25,000 – Batting Cages  
Sponsor is entitled to the benefits of having its name displayed on one batting cage for a five (5) year term, commencing upon the date that the multiplex is opened.  
Payment terms \$2,500 a year for ten (10) years.
- \_\_\_\_\_ \$2,500 – Outfield Banner Sponsor  
Sponsor is entitled to one (1) sponsorship banner in the outfield for three (3) years.
- \_\_\_\_\_ \$1,000 – Pennant Sponsor  
Sponsor is entitled to one (1) sponsorship banner on a light pole for three (3) years.
- \_\_\_\_\_ Other  
Sponsor is entitled to a unique, “out of the box” sponsorship valued at \$ \_\_\_\_\_ For a \_\_\_\_\_ - year term, negotiated individually with a TYBA representative and commencing upon the date that the multiplex is opened.

3. *Sponsorship Consideration/Terms of Payment.* The consideration due from the Sponsor shall be in the amount of \$\_\_\_\_\_, payable in \_\_\_\_\_ installment(s) commencing on the first (1<sup>st</sup>) day of the month following official approval of the baseball complex project by the City, and, if payable in more than one installment, then due on the subsequent anniversary dates of the due date of the first (1<sup>st</sup>) installment. Checks should be made payable to the "Tupelo Sports Council Inc" and sent directly to: Tupelo Baseball Association c/o Leslie Nabors, P. O. Box 3608, Tupelo, MS 38803.
  
4. *Covenants of the City.* Funds received from the Sponsor pursuant to this Agreement shall be expended for: (a) the construction, operation, and/or maintenance of the Tupelo Baseball Complex at the discretion of the TSC; or (b) sponsorship of a specific aspect of the Tupelo Baseball Complex as specified below:  


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5. *Force Majeure.* The TSC shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this Agreement if such failure is occasioned by fire, flood, explosion, lightning, windstorm, earthquake, or other act of God that is beyond the reasonable control of the TSC.
  
6. *Governmental Approval.* The TSC obligations hereunder shall be conditioned upon the governing body of the City adopting resolutions authorizing the City to purchase, fund and finance adequate and necessary resources to develop, construct, and operate the Tupelo Baseball Complex.
  
7. *Assignment.* This Agreement shall be bind upon the successors of the Sponsor, and shall not be assignable by either party without the prior written consent of the other party.
  
8. *Governing Law.* The validity and interpretation of this Agreement shall be governed by Mississippi law.
  
9. *Entire Agreement.* This Agreement embodies the entire understanding between the parties with respect to the sponsorship contemplated herein and supersedes any prior or contemporaneous, either written or oral. No amendments or changes to this Agreement shall be effective unless made writing and signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first written above:

SPONSOR

Tupelo Sports Council INC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_