

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT is made and entered into effective upon the date of the last signature, by and between Fort Worth Bike Sharing, a 501(c)(3) nonprofit organization (“FWBS”), located at 201 S. Calhoun St., Ste. 113A, Fort Worth, Texas, 76104, and University of North Texas Health Science Center (“Sponsor”), having and address for notice purposes of 3500 Camp Bowie Blvd., Fort Worth, TX 76107.

RECITALS

WHEREAS, FWBS is in the business of operating and maintaining a bicycle sharing system for Fort Worth, TX (the “Bike Sharing System”);

WHEREAS, the Sponsor has an interest in supporting projects that benefit Sponsor’s interests and the community; and

WHEREAS, FWBS desires to obtain sponsorships in connection with the Bike Sharing System and the Sponsor desires to provide a sponsorship in connection with the Bike Sharing System on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties agree as follows:

1. The Sponsorship. FWBS and the Sponsor hereby agree that the Sponsor shall be a Sponsor of the Bike Sharing System (the “Sponsorship”) during the Term set forth on Exhibit A.

1.1 Grant of Sponsorship Rights and Benefits. In connection with the Sponsorship, FWBS hereby grants to the Sponsor the nonexclusive rights and benefits set forth on Exhibit A.

1.2 The Sponsorship Contribution and/or Services. In consideration for the Sponsorship and the rights and benefits provided to the Sponsor as set forth in Paragraph 1.1 above, the Sponsor shall contribute and/or provide the services set forth on Exhibit B.

2. Trademark License.

2.1 Trademark Rights. FWBS and the Sponsor each acknowledge that the other party owns certain names, trademarks and service marks, which are identified on Exhibit C (collectively, the “Marks”), and each owns certain merchandising rights in and to their respective Marks, and all goodwill associated with the Marks.

2.2 License Grant. In connection with the Sponsorship, each of FWBS and the Sponsor grants to the other party a nonexclusive, nontransferable license to use its Marks during

the Term (as defined below), subject to the terms and conditions of this Agreement, solely in connection to the Sponsorship.

2.3 Use of the Marks.

2.3.1 Each of FWBS and the Sponsor may make reference to each other and may display the marks as well as photographs or images of activities related to the Sponsorship.

2.3.2 FWBS and the Sponsor shall agree as to the form and content of any promotional or advertising materials which bear the other party's Marks or reference the other party's name, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including but not limited to, conditions affording each party adequate protection of its Marks. Under no circumstances will promotions which reflect unfavorably upon either party, or which are prohibited or restricted by law, rule, regulation, or executive order, such as "lotteries" or similar contests involving prize, chance and consideration, be approved by FWBS or Sponsor. Notwithstanding anything to the contrary set forth herein, the Sponsor shall be permitted to reference the location of the Bike Sharing Station in the Sponsor's marketing materials relating to the Project and may use the Mark for such purposes, and shall not be required to obtain any further approval from FWBS.

2.3.3 Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

2.4 Limitations of License. Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material or items related thereto, unless specifically set forth herein. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate such a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

3. Independent Status. The parties hereto acknowledge and agree that each of FWBS and the Sponsor are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between FWBS and the Sponsor. Neither FWBS nor the Sponsor shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

4. Indemnification. FWBS will indemnify, defend, and hold harmless the Sponsor (the "Indemnified Party") and each of the Indemnified Party's present and future officers, directors, affiliates, contractors, employees and agents from any loss, liability or damage incurred or suffered by or any such person for claims arising out of a breach by FWBS of this Agreement. Any such indemnification will be made promptly following the fixing of any loss, liability, or

damage incurred or suffered, by final arbitration award, court order, settlement agreement or otherwise (except that any attorneys' fees and expenses of defense may be paid as incurred). FWBS's indemnification obligations under this Section 4 will survive the termination of this Agreement. Anything herein to the contrary notwithstanding. No principal, partner, member, shareholder, manager, officer, director, agent or employee of FWBS shall have any liability for any matter arising under, related to or in any way connected with this Agreement.

5. Liability.

5.1 Release of Claims, Indemnity FWBS hereby releases Sponsor and their respective affiliates, agents, contractors, directors, officers and employees from all responsibility and liability regarding the condition of, and incidents related to, the Bike Sharing System, including Bike Sharing System bicycles, stations, kiosks, related equipment, personal injury or property damage to individual users, and all other matters related thereto.

5.2 Ownership. All equipment related to the Bike Sharing System will remain the property of FWBS or Fort Worth Transportation Authority. FWBS will assume full responsibility for the operation and maintenance of the system. FWBS shall cause the Bike Sharing System equipment (including, without limitation, the stations and kiosks) on or in the vicinity of the Project to be maintained in good condition and repair, consistent with the quality and first-class condition of the Project.

5.3 Insurance. Throughout the term of this Agreement, FWBS shall obtain and maintain in effect the following insurance policies: (A) commercial general liability insurance in amounts of \$1,000,000 per occurrence with \$2,000,000 general aggregate, insuring FWBS and Sponsor against all liability for injury to or death of a person or persons or damage to property arising from the Bike Sharing System and (without implying any consent by Sponsor to the installation thereof) the installation, operation, maintenance, repair or removal of any Bike Sharing System equipment on Sponsor's property.

6. Termination. Either party may terminate this Agreement as follows:

6.1 Termination for Cause. If the other party commits a material breach of this Agreement and fails to cure said breach after receiving 10 days' notice in writing of the alleged breach from the aggrieved party.

6.2 Termination for Insolvency. If the other party shall be unable to pay its liabilities when due, or shall make any assignment for the benefit of creditors, or shall file a petition under any federal or state bankruptcy statute, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or if any receiver is appointed for its business or property, or if the trustees in bankruptcy or insolvency shall be appointed under the laws of the United States government or of the several states.

6.3 Effect of Termination. Upon termination of this Agreement, each party shall cease using the other party's Marks. As soon as practicable after Termination, each party shall use all reasonable efforts to cease distribution of materials and other similar activities that reflect the relationship of the parties or the parties' Marks. Sponsor agrees to remove equipment within 30 days of termination.

6.4. Termination Without Cause. Either party may terminate this Agreement without cause on 30 days' notice in writing to the other party.

7. Miscellaneous Provisions.

7.1 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, as well as their respective successors in interest, whether by merger, reorganization or acquisition.

7.2 Assignment. Neither party shall assign or transfer its rights, nor delegate its obligations under this Agreement to any third party without the prior written approval of the other party, which may be withheld for any or no reason, with the exception that such assignment may be made without obtaining consent to (i) any affiliate of a party, or (ii) any entity (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of a party or any affiliate of a party. For purposes of this provision, "affiliate" shall mean any entity controlling, controlled by or under common control with the referenced party.

7.3 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements between the said parties, whether written or oral, no representation, inducement, promises or agreements or otherwise, which are not embodied herein, shall be of any force or effect. This Agreement may not be amended or otherwise modified except by written agreement executed and authorized by all parties.

7.4 Counterparts. This Agreement may be executed in any number of counterparts, who together shall constitute one and the same instrument, but shall be effective only upon execution by each of the parties named below.

7.5 Notice. Any notice, request, approval or consent under this agreement to be given by either party to the other shall be given in writing, and shall be considered served when delivered in person, or three days after the date mailed by certified or registered mail, return receipt requested, or one (1) business day after deposit with a reputable overnight courier service, addressed to the recipient at its address set forth in the preamble to this Agreement, or to such other address as the recipient may subsequently have furnished in writing to the sender.

7.6 Governing Law, Venue. This Agreement shall be governed by and interpreted under the laws of the State of Texas. Any action regarding this Agreement shall be filed in Tarrant County, without regard to any statute or rule of law which would suggest or require another venue.

7.7 Headings. All headings and captions are for convenience only, and shall in no way affect their construction and interpretation.

7.8 Survival. The provisions of the Agreement, and the obligations of the parties which, by their own terms, contemplate actions to be performed after termination,

including but not limited to, payment of fees and other consideration, the terms of this Agreement regarding Indemnification, Effect of Termination, Governing Law, Venue, and Trademarks shall survive the termination.

7.9 Signatures. This Agreement may be executed by facsimile signatures which shall be binding as originals on the parties hereto.

7.10 Sovereign Immunity. By entering into Agreement, Sponsor does not waive its sovereign or governmental immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

**FORT WORTH BIKE SHARING
A 501(c)(3) Nonprofit Organization**

 8/23/2019


**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER**

 8/23/2019


EXHIBIT A

Sponsorship Term, Rights and Benefits

1. Term. Sponsorship term will begin on (July 15, 2019) and will end three years later. This Agreement shall expire at the end of the term unless otherwise mutually agreed in writing. At conclusion of sponsorship term, FWBS may decide to remove or relocate the station at its expense; provided, however, if a station or kiosk is located on any portion of the Sponsor's property, FWBS shall remove all equipment related to the Bike Sharing System if requested by the Sponsor in writing. Sponsor may terminate agreement without cause at anytime given 30 days' prior written notice to FWBS.

2. Special Provisions. Sponsor agrees to share or co-brand the advertising options below with University of Texas Health Science Center, located at 3500 Camp Bowie Blvd., Fort Worth, TX 76107.

2. Sponsor Recognition. Visibility of sponsorship recognition is at the discretion of the Sponsor, including any and all of the following options:

2.1 Sponsor or Sponsor's designee will receive branding at bike share station located at 3432 Camp Bowie Blvd, Fort Worth, TX 76107, including station naming rights and logo on station kiosk.

2.2 Sponsor will receive branding on a total of 10 bikes. Bicycles will be dispersed throughout the system.

2.3 Sponsor will receive branding/sponsorship recognition on FWBS's system website and/or mobile applications, including Sponsor's logo and a hyperlink to Sponsor's website.

2.4 Sponsor will receive branding/sponsorship recognition on system social media platforms.

3. Discounted and Free Memberships.

3.1 Employees and students of the UNT HSC system will receive free semester memberships.

EXHIBIT B

Sponsorship Fees and Services

1. The Sponsor will contribute \$20,000 per year for three consecutive years for a total pledge of \$60,000 for station sponsorship. First year payment will be due on the commencement of the term of this Agreement. Contribution(s) may be applied to, but not limited to, capital, start-up, promotional, operational and maintenance costs of the system.

2. FWBS will cover the printing costs of station branding at the beginning of each sponsorship year. However, any mid-year alteration due to re-marketing will be at the expense of the Sponsor.

EXHIBIT C

Trademarks

Trademarks may be updated at any time by submitting to Fort Worth Bike Sharing, with mutual approval by FWBS and Sponsor.



Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.