

**SAN JOSE SHARKS  
SPONSORSHIP AGREEMENT**

This Agreement (the "Agreement") is made by and between **CITY OF SAN JOSE, California municipal corporation** (the "Sponsor") and **SAN JOSE SHARKS, LLC**, a Delaware limited liability company (the "Club" or "Sharks") (collectively, the "Parties").

1. **Term** 2022-25 NHL Seasons: Effective Date – June 30, 2025
2. **Category** Public Environmental Awareness Campaign
3. **Exclusivity** Non-Exclusive
4. **Sharks Sponsorship Benefits**

**A. Club Marks Rights.** Club grants to Sponsor a non-exclusive, non-transferrable, non-sublicensable, limited license during the Term to reproduce and/or display the Club Marks, as approved by the Club in each instance, within the Territory, solely for purposes related to the performance of this Agreement. Sponsor may not combine the Club Marks with the marks of any third party. Use of Club Marks may be subject to additional premium license fees payable to the League.

**B. Proud Partner Status.** During the Term, Sponsor will be designated a "Proud Partner of the San Jose Sharks" and may identify itself as such, using approved "Proud Sponsor" logo, subject to Club's approval, within the Territory and elsewhere so long as the use does not violate League Rules.

**C. Signage and Promotions**

i. **LED Static Exclusive** – One (1) minute (1:00) of total exposure on the fascia ring, halo ring and designated scoreboard sections for all Sharks Preseason and Regular Season home games played at SAP Center. Exposure will rotate at various times during the course of each Game as determined in Club's sole discretion. Sponsor will have the option to purchase this same LED static signage advertising exposure for any Post Season Games played at SAP Center at the rate of \$1,500 per Post Season Game.

ii. **Events:** One (1) pair of advertising tiles displayed on the fascia ring of SAP Center at the times during other Events for which such signage is displayed, subject to event promoter determination and approval.

iii. **SJ Sharkie Appearance:** During each League Year, Sponsor will receive two (2) SJ Sharkie appearances. Appearances will take place within a 25-mile radius of SAP Center. Times and dates to be mutually agreed upon by the Parties.

**D. Social Media**

i. **"Player of the Month" Social Feature.** Sponsor shall be identified as the presenting sponsor of Club's "Player of the Month" feature (the "Monthly Feature"). Sponsor's presenting sponsorship shall consist of (a) display of a Sponsor Mark in two (2) social media posts in respect of the Monthly Feature each of which shall be authored by Club and posted to Club's official Twitter, Facebook and Instagram accounts. The first post will include a graphic corresponding to Sponsor's monthly initiative with hyperlink capabilities to campaign websites. The second post will announce the selected "Player of the Month". The exact timing of each post shall be determined by Club but is expected to be posted at the end of each month during the Regular Season; (b) one (1) push notification from the Sharks + SAP Center mobile app (exact content and timing shall be determined by Club); and (c) promotion of the Monthly Feature on sjsharks.com, which will include display of a Sponsor Mark and the landing page on which individuals may vote for the Sharks player of the month.

ii. **"Player of the Game" Social Feature.** Sponsor shall be identified as the presenting sponsor of Club's "Player of the Game" feature (the "Game Feature"). Sponsor's presenting sponsorship shall consist of (a) display of a Sponsor Mark in one (1) social media post in

respect of the Game Feature which shall be authored by Club and posted to Club's official Twitter, Facebook and Instagram accounts. The post will also include a graphic corresponding to Sponsor's monthly initiative with hyperlink capabilities to campaign websites. The exact timing of each post shall be determined by Club but is expected to be posted after the conclusion of each Regular Season Sharks Game that the Sharks win; and (b) one (1) push notification from the Sharks + SAP Center mobile app (exact content and timing shall be determined by Club).

- 5. Sponsorship Fee.**      2022-23 NHL Season \$90,000  
   2023-24 NHL Season \$90,000  
   2024-25 NHL Season \$90,000

Club shall invoice Sponsor for the Sponsorship Fee for each League Year as set forth above, on September 1 of the applicable League Year. All Sponsorship Fees are due and payable within thirty (30) days of receipt of invoice and do not include the Post-Season, unless otherwise noted in this Agreement.

**6. General Terms**

**A. Definitions.**

- i. "Venue" means the event facility currently known as SAP Center at San Jose, located at 525 West Santa Clara Street, San Jose, California.
- ii. "Game" means any game designated as a Sharks home game and scheduled by the NHL to be played at the Venue.
- iii. "Event" means any commercial presentation at the Venue, including concerts, athletic events and theatrical productions, for which tickets are made available for purchase by the public, and which require such a ticket for entry, excluding any professional sports games and/or competitions
- iv. "League" means the National Hockey League ("NHL"), the American Hockey League ("AHL"), and/or any other sports organization that is the governing body of any team that plays in the Venue or with which the Sharks or SJAM is or otherwise becomes affiliated.
- v. "League Year" means the period from July 1 of a calendar year through June 30 of the following calendar year, or such other time period determined by the NHL and NHL Players Association as indicated in the effective Collective Bargaining Agreement during the Term of this Agreement.
- vi. "Post-Season" means the time period comprising the Games conducted by the (i) NHL following the Regular Season which lead to the determination of the winner of the Stanley Cup Championship; or (ii) AHL following the Regular Season.
- vii. "Preseason" means the time period of a League Year prior to the Regular Season, including the period comprising any exhibition games taking place during training camp.
- viii. "Regular Season" means the time period during a League Year comprising the league schedule as determined by the NHL and/or AHL, respectively.
- ix. "Season" means the time period corresponding to the preseason, regular season and the post-season as determined by the NHL or AHL, as applicable.

**B. Approvals.** The design, layout and content of any and all advertising copy, marketing, promotional and/or other creative materials for use under this Agreement, including any use of the Marks, is subject to Sharks' prior approval which will not be unreasonably withheld. Sponsor will submit all materials for approval in a timely manner, as requested by the Sharks. Upon approval, Sponsor will prepare and deliver all materials to the Sharks in a form that is ready for production, publication and distribution.

**C. Costs and Expenses.** Unless otherwise provided above, Sponsor will bear the cost of: (i) initial design, fabrication, installation and maintenance of signage to be produced under this Agreement, and any and all revisions, modifications or alterations of signage, as mutually agreed by the Parties or as reasonable deemed necessary by the Sharks, and (ii) initial preparation of ad copy and design, and any and all revisions, modification, or alterations thereof. Sharks will bear the cost of actual publication and/or distribution of ad copy for print, broadcast, internet or other similar distribution.

- D. **Marks.** The Parties will retain all ownership, right and title in their respective marks and other intellectual property rights (the "Marks"). The Parties acknowledge that any use of the other party's Marks under this Agreement will inure to the benefit of the other party and will terminate upon the expiration or termination of this Agreement. Sponsor grants to the Sharks a non-exclusive, royalty-free, worldwide license during the Term of this Agreement to use Sponsor's Marks in connection with its performance under this Agreement, including the right to sublicense its rights to the vendors, concessionaires and other service providers of the Venue.
- E. **League Preemption.** This Agreement is subject to and subordinate in all respects to League Rules. In addition to all other League Rules, the Parties acknowledge that the Sharks must cooperate in certain national sponsorship agreements as mandated by the NHL, and the NHL reserves the right to remove or replace local team sponsor signage from in-bowl areas with signage of a League sponsor. NHL preemption during Regular Season Games will constitute a Force Majeure under this Agreement. "Line of sight" signage and certain other benefits are not available for Post-Season Games. "League Rules" means the constitution, by-laws, and all other rules, regulations, agreements, resolutions, and policies of the League; any Collective Bargaining Agreement between the League and/or its members and other parties; all agreements, consent decrees and settlements entered into, between or among the League, League members and/or other persons in furtherance of League business; and any national network agreements, corporate marketing, licensing, sponsorship or similar agreements between the League and third parties; each as presently in existence and/or as hereafter enacted, made or enforced.
- F. **Insurance.** Sponsor is a public agency and is self-insured. Sponsor is self-insured covering third party claims arising out of its general operations (by way of example, commercial general liability, professional liability or automobile liability insurance). Further, Sponsor is also self-insured covering workers' compensation claims. The Sponsor has also received the necessary consent of the State Department of Industrial Relations to do so. Each fiscal year, as part of its budgetary process, the Sponsor appropriates funds specifically for the purposes of satisfying valid third party claims and workers' compensation claims, which may potentially be brought against the Sponsor. Information regarding these appropriations is a matter of public record and can be obtained by visiting the following website: <http://www.sanjoseca.gov/budget/>.
- G. **Representation and Warranty.** Sponsor hereby represents and warrants that Sponsor owns all right, title, and interest to the content in any advertising copy, marketing, promotional and/or other creative materials provided by Sponsor under this Agreement; no claim of infringement has been made or threatened by a third party regarding any such advertising copy, marketing, promotional and/or other creative materials; and any use of the advertising copy, marketing, promotional and/or other creative materials as contemplated by this Agreement will not constitute unauthorized use, disclosure, infringement or misappropriation.
- H. **Default and Termination.** If either party fails to perform or otherwise breaches this Agreement (the "Default"), and the breaching party fails to remedy the Default within thirty (30) days of receiving written notice thereof, the non-breaching party may, in addition to any other remedies which may be available to it, terminate this Agreement, effective immediately upon written notice of termination. Termination of this Agreement will not affect Sponsor's obligations under this Agreement for amounts due and owing to the Sharks or otherwise limit the rights and remedies available to the Sharks. Under no circumstances will the Sharks be liable for, and Sponsor hereby waives and fully releases the Sharks from, any indirect, consequential, punitive, special, and/or exemplary damages or loss of profits resulting from any breach of this Agreement. If this Agreement is terminated by Sponsor pursuant to this provision, the Sharks will provide Sponsor with a pro rata refund of the Sponsorship Fee already paid to the Sharks, excluding any amount allocable to Sponsorship Benefits already granted hereunder and/or any other Sharks' obligations already performed in accordance with this Agreement.
- I. **Force Majeure.** If performance under this Agreement is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the Parties (a "Force Majeure"), the restricted party will not be in breach hereof and the Parties will cooperate in good faith to allow the performance of this Agreement by rescheduling, substituting, or altering performance, as mutually determined by the Parties. The Sharks reserve the right, in its sole discretion, to cancel, reschedule, relocate and/or postpone any Sharks Foundation and/or Fan Development

events. Such cancelation, rescheduling, relocation or postponement will constitute a Force Majeure under this Agreement, and the Parties will cooperate in good faith to allow the performance of this Agreement by rescheduling, substituting, or altering performance, as mutually determined by the Parties. The financial condition, default, breach, or intentional or negligent act or omission of this Agreement by the Party seeking excuse from performance will not constitute a Force Majeure.

- J. Work Stoppage.** In the event of an NHL or AHL Work Stoppage resulting in the reduction of the number of Games played during the Term of this Agreement (a "Work Stoppage"), Sponsor will receive a pro rata credit or refund based on the value of any affected Sponsorship Benefits and as determined and applied upon the conclusion of the Work Stoppage or the scheduled conclusion of the affected NHL or AHL Season, whichever occurs first. If, as a result of such Work Stoppage, the entire schedule of games for that NHL or AHL season is cancelled, this Agreement will automatically be extended for one (1) additional season upon the same terms and conditions.
- K. Governing Law/Venue.** This Agreement will be governed by and construed under the laws of the state of California, and any suit to enforce or interpret this Agreement must be brought in the courts of Santa Clara County, or if appropriately in federal court, in the Federal District Court for Northern California located in San Jose.
- L. Notices.** Any notice under this Agreement will be sufficiently given if made in writing and delivered in person, mailed (certified or first class), or electronically transmitted (with receipt of transmission).

To Sharks:        San Jose Sharks, LLC  
                         525 W. Santa Clara Street  
                         San Jose, California 95113  
                         [btowers@sjsharks.com](mailto:btowers@sjsharks.com)

With a copy via email to:  
Cassie McBride  
VP and General Counsel  
[cmcbride@sjsharks.com](mailto:cmcbride@sjsharks.com)

To City:            City of San Jose  
                         200 East Santa Clara Street  
                         San Jose, California 95113

- M. Authority.** Each party represents and warrants that the person executing this Agreement is the authorized representative of such party and has the full right, competence and authority from all necessary sources to enter into and fully perform this Agreement in accordance with its terms.
- N. Assignment Modification and Waiver.** No modification, amendment or waiver of any provision of this Agreement will be binding or valid unless in writing and executed by both Parties. No failure to enforce any provision of this Agreement will be construed as a waiver or thereafter prevent either party from enforcing the same or any other provision of this Agreement. Sponsor may not assign all or part of its rights or obligations hereunder without the Sharks' express written consent.
- O. Entire Understanding.** This Agreement is the entire understanding between the Parties and supersedes all prior or contemporaneous negotiations, discussions, understandings and agreements, written or oral. This Agreement may be executed in one or more counterparts and will be binding when one or more counterparts have been signed by each party, it being understood that all Parties need not sign the same counterpart.

The Parties execute this Agreement as of the date first written below (the "Effective Date").

**SAN JOSE SHARKS, LLC**

**CITY OF SAN JOSE**

By:

By:



Email: [btowers@sjsharks.com](mailto:btowers@sjsharks.com)  
Date: 10/24/2022 GMT

Email: [sarah.zarate@sanjoseca.gov](mailto:sarah.zarate@sanjoseca.gov)  
Date: 10/25/2022 GMT

---

Brian Towers  
Vice President, Sales and Service

---

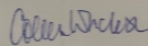
Sarah Zarate  
Director, Office of the City Manager

**Address for Notices:**  
San Jose Sharks, LLC  
525 W. Santa Clara Street  
San Jose, California 95113  
[btowers@sjsharks.com](mailto:btowers@sjsharks.com)

**Address for Notices:**  
City of San Jose  
200 East Santa Clara Street  
San Jose, California 95113  
[melissa.anderson@sanjoseca.gov](mailto:melissa.anderson@sanjoseca.gov)

**With a copy via email to:**  
Cassie McBride  
VP and General Counsel  
[cmcbride@sjsharks.com](mailto:cmcbride@sjsharks.com)

APPROVED AS TO FORM:



Email: [colleen.winchester@sanjoseca.gov](mailto:colleen.winchester@sanjoseca.gov)  
Date: 10/24/2022 GMT

Colleen Winchester  
Senior Deputy City Attorney