

## **Marketing Sponsorship Letter of Agreement**

This Marketing Sponsorship Agreement (Agreement), dated **October 27, 2023**, is between **La Crosse Center** (Holdings) with its principal office located at **300 Harborview Plaza, La Crosse, WI 54601**, and **La Crosse Beverage LLC**. (Sponsor). This Agreement sets forth the understanding of the parties whereby Sponsor will provide financial support to Holdings in exchange for certain rights and privileges. The parties agree as follows:

1. The term of the agreement is for **La Crosse Center** (Venue), from **January 1 - December 31, 2024, as well as the calendar years 2025 and 2026** (Term).
2. In exchange for the payment by Sponsor under Section 3, Sponsor shall be entitled to the following rights during the Term (Sponsorship Materials):
  - a. Official Beer Sponsor Status (**Miller Lite / Coors Light / White Claw / Twisted Tea / Spotted Cow / Modelo Especial / Other Portfolio Brands as Agreed Upon**)
    - i. Brand signage in agreed upon locations in the venue.
    - ii. Brand activation in agreed up concession areas in the venue.
    - iii. Brand recognition on all agreed upon marketing materials including print, website, and digital media.
  - b. Event Tickets (**\$5,000 Ticket Bank for La Crosse Center Events**)
    - i. Dates and quantities to be mutually agreed upon
    - ii. Additional privileges include access to tickets, if available, to other contracted events.
  - c. Title Sponsor of One La Crosse Center Event (**\$10,000 Value**)
  - d. Facility Usage (**\$5,000 Venue Credit**)
    - i. an opportunity to use the facility for employee or customer functions.
3. In exchange for Sponsorship Materials, Sponsor agrees to make the following payments (Payments) to Holdings for a total amount of **\$50,000**. Payment should be made to **La Crosse Center** and delivered to the Holdings' address set forth above according to the schedule below. All payments via credit card will be subject to a 3% processing fee.
  - a. **\$50,000 due March 31, 2024**
4. Sponsor acknowledges that Holdings will be making expenditures prior to the Payment due dates set forth in Section 3 in reliance on Sponsor's agreements set forth herein. Accordingly, this Agreement may not be cancelled or terminated by Sponsor prior to the expiration of the Term. In the event of such a cancellation or termination by Sponsor prior to the expiration of the Term, Holdings shall be entitled to receive, as liquidated damages, the amount of the Payments that remain unpaid as of the date of termination.
5. Upon the completion of the Term, Sponsor shall have the right of first refusal to the sponsorship elements, exercisable by providing notice to Holdings prior to **October 31, 2026**, following completion of the Term. Financial terms for future sponsorship program elements must be agreed upon by both parties.

6. Sponsor shall not include any third-party advertisements in any of the Sponsorship Materials without the prior approval of Holdings.
7. Sponsor shall not be entitled to any refunds, discounts or concessions, or to terminate this Agreement, if **La Crosse Center** events are cancelled or if Holdings is not able to perform its obligations under this Agreement as a result of weather, floods, tornados, governmental or university restrictions, civil unrest, labor issues, or any other conditions beyond Holdings' control.
  - a. Given near term uncertainty and social distancing rules and actions resulting from COVID-19, Holdings are committed to refunding sponsorship funds impacted by a similar pandemic or force majeure situation on a prorated basis for all or any portion of the event that is not held. Partners have the option to transfer partnership funds to the following year's event if all or a portion of the event is cancelled due to a pandemic or force majeure situation.
  - b. In the event **La Crosse Center** attendance is decreased due to a mandatory order from local government or health officials as a result of precautions from a pandemic or force majeure situation, Holdings is committed to prorating sponsor funds based on the percentage of capacity allowed at the event. The prorated basis would only be valid for the portion of the event that a mandatory order is in place.
8. Neither party may assign this Agreement or any rights hereunder without the prior consent of the other party. This Agreement may be signed in any number of counterparts, including signatures by facsimile or email transmissions, each of which will be deemed to be an original, and all of which, together, shall constitute one and the same Agreement. If any provision of this Agreement shall be held unenforceable or void, such unenforceability or invalidity shall not affect the enforceability or validity of any other provisions hereof or thereof. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

La Crosse Center

La Crosse Beverage LLC.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

