

## **SAN FRANCISCO SUPER BOWL 50 HOST COMMITTEE**

### **SUPER COMMUNITY AGREEMENT**

This Super Community Agreement (“Agreement”) is a legally binding contract between Community and SF SB Committee, Inc. (“Host Committee”).

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING AGREEMENT. If you do not agree to the terms of this Agreement, then you may not participate in the Super Community Program.

Agreed to By Authorized Official:

Name:

Title:

Date:

YOU REPRESENT AND WARRANT THAT (I) YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF THE MUNICIPALITY IDENTIFIED BY YOU IN YOUR SUPER COMMUNITY ACCOUNT REGISTRATION (“Community”), AND (II) YOU HAVE THE AUTHORITY TO BIND COMMUNITY TO THESE TERMS.

#### **1. Super Community Program.**

1.1 The Host Committee shall recognize Community as a participant in the Super Community Program and shall provide Community with promotion to assist Community in producing and promoting events (“Local Event(s)”) to drive local engagement with the Super Bowl. This Agreement shall neither be deemed nor construed to create a joint venture or partnership between the Host Committee and Community, nor shall this Agreement be deemed or construed as making either party the agent or representative of the other party. Neither party shall have the authority to bind the other party in any respect. Community acknowledges and agrees that the rights and benefits granted by the Host Committee under this Agreement are non-exclusive. The Host Committee reserves the right, in its sole discretion, to seek sponsors to support the Super Community Program. Community agrees with respect to its participation in the Super Community Program that it will abide by the Guidelines available at [www.sfbaysuperbowl.com/super-communities](http://www.sfbaysuperbowl.com/super-communities)

1.2 Community agrees to submit a description of its plans for the Local Event at least 120 days prior to the Local Event. The Host Committee will exercise commercially reasonable efforts to provide a response to Community’s request promptly within 30 days.

## 2. Restrictions.

2.1 Neither Community nor its affiliates, agents, representatives, employees, suppliers or subcontractors shall commercially exploit its status as a participant in the Super Community Program to imply that it is a sponsor of the Super Bowl, the National Football League (the “NFL”) or the Host Committee including, without limitation, by referring to the NFL, Super Bowl or Host Committee in any promotional materials, advertisements, letters, press releases, brochures or other written, audio or visual materials.

2.2 In connection with this Agreement, Community shall not have any right to sell third parties the rights to use the marks set forth in Exhibit A, including for any advertising, commercial, promotion, publicity, marketing, sales materials or display materials (including any materials published on a commercial on-line service, the World Wide Web or successor media) (“Promotional Materials”).

2.3 Community’s Promotional Materials shall not in any way imply a relationship between NFL, the Host Committee and such company.

## 3. Term.

3.1 The term of this Agreement shall expire at the conclusion of Super Bowl 50 on February 7, 2016 (the “Term”).

3.2 Host Committee may terminate this Agreement automatically upon notice to Community.

3.3 Upon the expiration or termination of this Agreement all rights and licenses granted to Community shall terminate except as expressly provided herein.

## 4. License of Host Committee Marks.

4.1 Subject to Community’s compliance with the terms of this Agreement, Host Committee grants to Community a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use the marks set forth in Exhibit A (the “Marks”) solely in connection with Community’s promotion and production of the Local Events.

4.2 Community’s right to use the Marks is limited to its respective Community. For the sake of clarity, Community’s use of the Mark through the Internet shall be restricted to use on its respective municipal website and the Community’s designated Super Community page available at [www.sfbaysuperbowl.com/super-communities](http://www.sfbaysuperbowl.com/super-communities).

4.3 Community acknowledges that Host Committee is the owner of the Marks and the goodwill associated therewith. Community agrees that it will do nothing inconsistent with such ownership. All use of the Marks by Community shall inure to the benefit of and be on behalf of Host Committee. Community agrees further that nothing in this Agreement shall be construed as granting to Community any right, title or interest in the Marks, other than the right to use the Marks in

accordance with this Agreement. Community agrees that it will not attack Host Committee's ownership of or title to the Marks or attack the validity of the Marks or this Agreement.

4.4 Community's use of the Marks shall not combine the Marks with any other terms, marks or design elements without prior written permission by Host Committee. Community shall not use the Marks in any way that is offensive to consumers or in conflict with the reputation associated with the Marks, as determined in the reasonable discretion of Host Committee.

5. Confidentiality. Community shall keep the terms of this Agreement confidential. Neither the terms of this Agreement nor a copy of this Agreement shall be disclosed to any third-party, in whole or in part, without the prior express written consent of Host Committee, unless required by operation of law. Should such disclosure be required by law, Community shall promptly notify Host Committee in writing upon learning of the request or demand for disclosure.

6. Indemnification.

6.1 Community shall indemnify and hold harmless the National Football League, its subsidiaries and affiliates and the NFL Member Clubs, the Host Committee and each of its affiliates, directors, officers, employees, shareholders, members, representatives and agents from any liability, obligation, claim, cost, demand, recovery, settlement, deficiency, loss, fines, penalties, damage or expense, including, without limitation, reasonable outside attorneys' fees, resulting from any acts or omissions of Community and/or its employees, agents, contractors or servants in connection with its participation in the Super Community Program;

6.2 Host Committee shall indemnify and hold Community harmless against any liability, damage, claim, or any litigation cost or expense arising out of any third party claim brought against Community alleging that the Marks, as provided by Host Committee and used in accordance with this Agreement, infringe any trademark of any third party. Community shall have no liability to the extent the alleged infringement arises from (a) alterations to the Marks made by Community or any third party, or (b) failure of Community to obtain Host Committee's written approval prior to using the Marks.

7. **DISCLAIMER OF WARRANTIES.**

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, HOST COMMITTEE MAKES NO WARRANTIES REGARDING THE MARKS, INCLUDING VALIDITY OF HOST COMMITTEE'S RIGHTS IN ANY COUNTRY, AND HEREBY DISCLAIMS ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW, INCLUDING WARRANTIES AGAINST VIOLATION OR INFRINGEMENT OF TRADEMARK, LITERARY, OR PERSONAL RIGHTS, OR OTHER PROPRIETARY RIGHTS.

8. **LIMITATION OF LIABILITY.**

IN NO EVENT SHALL HOST COMMITTEE BE LIABLE FOR COMMUNITY'S OR ANY THIRD PARTY'S CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATED TO

COMMUNITY'S PARTICIPATION IN THE SUPER COMMUNITY PROGRAM OR USE OF THE MARKS, REGARDLESS OF LEGAL THEORY OR WHETHER HOST COMMITTEE HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9. Exculpation.

9.1 Community shall look solely to the assets of the Host Committee for any recourse, and not to the NFL.

9.2 Community agrees and acknowledges that the NFL has no obligation to provide any of the benefits outlined in this Agreement.

9.3 Community acknowledges that events or circumstances beyond Host Committee's reasonable control may occur that cause the Host Committee to not be able to provide a benefit or event. If any benefit or event to be provided or hosted by Host Committee is cancelled, postponed or modified, Host Committee's sole obligation shall be to use commercially reasonable efforts to replace or substitute another benefit or event of equal or greater value, to the extent commercially reasonable.

10. General Provisions.

10.1 Notices. Notices must be sent via first class, airmail, or overnight courier and are deemed given when received. Notices to Community may also be sent to the applicable account email address, and are deemed given when sent. Notices to Host Committee must be sent to:

Danielle DeLancey  
SF SB Committee, Inc.  
825 Battery Street, Third Floor  
San Francisco, CA 94111  
[ddelancey@sfsuperbowl.com](mailto:ddelancey@sfsuperbowl.com)

With a copy to:

David J. Berger  
Wilson Sonsini Goodrich & Rosati  
650 Page Mill Rd.  
Palo Alto CA 94306  
[dberger@wsgr.com](mailto:dberger@wsgr.com)

10.2 Non-Waiver of Rights and Breaches. No failure or delay of either party in the exercise of any right given to such party under this Agreement shall constitute a waiver of such right, nor shall any single or partial exercise of any such right preclude other or further exercise of or of any other right. The waiver by a party of any default of the other party under this Agreement shall not be deemed to be a waiver of any such subsequent default or other default of any party.

10.3 Captions. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

10.4 Sustainability. The Host Committee is committed to responsible environmental stewardship and sustainability. As part of this commitment the Host Committee encourages Community and all of its partners to embrace and support these goals and the Host Committee's initiatives in this regard.

10.5 Successors and Assigns. Community may not assign this Agreement or any of its rights and obligations Agreement without the prior written consent of the Host Committee. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.

10.6 Governing Law, Jurisdiction. This Agreement and any dispute arising under it will be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles. All disputes pertaining to this Agreement will be decided by a state or federal court located in the State of California and each party consents to personal jurisdiction in such courts. Each party further waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum.

10.7 Default and Injunctive Relief. In the event that any of the provisions of this Agreement are violated, the Host Committee shall be entitled to seek, in addition to compensation for their damages and any other relief provided for below, immediate equitable relief, including an injunction requiring Community to cease using the Marks.

10.8 Force Majeure. Notwithstanding any other terms and conditions hereof, in the event that a party is materially unable to perform any of its obligations because of severe weather, natural disasters, Acts of God, riots, wars, governmental action, or other event of *force majeure* beyond such party's control, then such party shall, upon written notice to the other party thereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such party shall at all times uses its best efforts to resume such performance.

10.9 Survival. Except as expressly provided in this Agreement, the covenants, acknowledgments, representations, agreements and obligations contained in this Agreement shall survive the consummation or termination of the transactions contemplated by this Agreement.

10.10 Compliance with Law. Community agrees to comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) applicable to its participation in the Super Community Program.

10.11 Entire Agreement. This Agreement, including all of its exhibits and schedules, is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be a single, integrated document setting forth all of the agreements and understandings of the parties, and

superseding all prior negotiations, understandings and agreements of the parties with respect to its subject matter. If any term or provision of this Agreement or its application to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

## EXHIBIT A

### Licensed Marks

