

## JUNIOR GRIZZLIES AGREEMENT

This JUNIOR GRIZZLIES AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, 2018 (the "Effective Date") by and between MEMPHIS BASKETBALL LLC (the "Company") and Metro Parks (the "Junior League"). The Company and the Junior League are hereinafter referred to as "Party", or, collectively, as the "Parties".

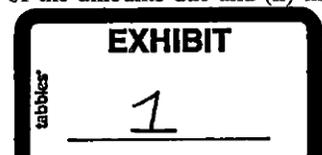
**WHEREAS**, Company owns and operates the Memphis Grizzlies (the "Team"), a member of the National Basketball Association (the "NBA") and the Junior Grizzlies, a youth basketball program;

**WHEREAS**, Junior League operates a youth basketball league;

**WHEREAS**, Junior League desires to participate in the Junior Grizzlies program, and be associated with Company upon the terms and conditions set forth herein.

**THEREFORE**, in consideration of the mutual promises and covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, warrant and agree as follows:

1. **Term.** Company and Junior League agree to the terms of this Agreement for the period commencing on the Effective Date and terminating on June 30, 2019 (the "Term").
2. **Benefits.** Company will provide Junior League with the benefits set forth in Exhibit A (the "Benefits").
3. **Investment.** As payment for the benefits rendered pursuant to this Agreement, Junior League shall pay Company the amount set forth in Exhibit A, by way of building a fee into its basketball registration (the "Investment"). There will be no other charges or fees for the performance of this Agreement. Junior League will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days.
4. **Relationship of Parties.** The Parties shall be and act as independent contractors and neither of the Parties shall at any time or in any way represent itself as being an agent or representative of the other Party, or as having the authority to assume or create obligations, or to otherwise act in any manner, on behalf of the other Party.
5. **Warranties and Representations.**
  - 5.1 **Company Warranties and Representations.** Company warrants and represents to Junior League as follows:
    - a) Company has the full right and legal authority to enter into and perform its obligations under this Agreement;
    - b) Company has duly authorized the execution and delivery of this Agreement, and such execution and delivery and the performance by Company of its obligations hereunder does not and will not violate or cause breach of any other agreements or obligations to which it is a Party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith.
  - 5.2 **Junior League Warranties and Representations.** Junior League warrants and represents to Company as follows:
    - a) Junior League has the full right and legal authority to enter into and perform its obligations under this Agreement;
    - b) Junior League has duly authorized the execution and delivery of this Agreement, and such execution and delivery and the performance by Junior League of its obligations hereunder does not and will not violate or cause breach of any other agreements or obligations to which it is a Party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith.
6. **Intellectual Property Rights.** Each Party hereby acknowledges that the other Party owns certain names, logos, symbols, trademarks, service marks, copyrights, trade secrets, ideas and other intellectual property (individually referred to as a "Mark", "Company Mark" or "Junior League Mark" and collectively as "Marks") and such Marks shall remain property of that Party. Any and all rights under trademark, copyright or other intellectual property rights thereof shall inure to the benefit of and be the exclusive property of the owner. The Parties right to use the Marks of the other Party pursuant to this Agreement shall be non-assignable and non-transferrable and shall only last for the Term of this Agreement. Each Party acknowledges that it has no right to use the other Party's Marks and shall not use or permit the use of such Marks unless permitted by this Agreement or by first obtaining the prior written consent of the other Party.
7. **Termination.** Unless terminated sooner pursuant to the remainder of this Section 7, this Agreement shall automatically terminate on the date specified in Section 1. Upon a default under or material breach of this Agreement by Junior League, in addition and without prejudice to any other rights and remedies Company may have, Company, in its sole and absolute discretion, shall have the right to (i) terminate this Agreement and initiate a proceeding to collect from Junior League all damages arising from or related to such default or material breach, including without limitation all amounts due under this Agreement through its expiration, plus interest and all out-of-pocket costs to Company associated with the termination of this Agreement and collection of the amounts due and (ii) in



Company's sole discretion and at the expense of Junior League, suspend, remove or discontinue providing any and all Benefits provided hereunder immediately and without additional notice.

Should Company materially breach this Agreement, Junior League shall identify the breach and the Company shall cure the performance within thirty (30) days. If the Company fails to satisfactorily provide cure, Junior League shall have the right to immediately terminate this Agreement. Such termination shall not relieve the Company of any liability to Junior League for damages sustained by virtue of any breach by the Company.

Should funding for this Agreement be discontinued, Junior League shall have the right to terminate this Agreement immediately upon written notice to the Company.

Junior League may terminate this Agreement at any time upon ninety (90) days written notice to Company.

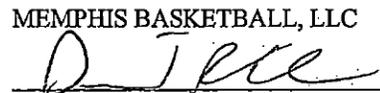
- 8. **Sole Agreement and Waiver.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein, and supersedes any previous written or oral understandings relative thereto. This Agreement may not be amended or in any way modified except by a written instrument signed by both of the Parties.
- 9. **Taxes.** Junior League shall not be responsible for any taxes that are imposed on Company. Furthermore, Company

understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Junior League.

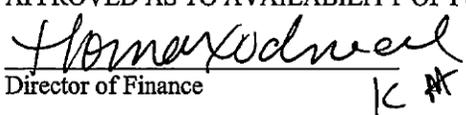
- 10. **Successors and Assigns; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted transferees, except as may be expressly provided otherwise herein. Neither Party may assign this Agreement without the prior written consent of the other.
- 11. **Governing Law.** This Agreement is made under, and shall be construed according to, the laws of the State of Tennessee, not including any provisions concerning conflict of laws.
- 12. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
- 13. **Signature.** This Agreement may be executed in counterparts, with copies sent by mail or transmitted by facsimile or e-mail to the other Party, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

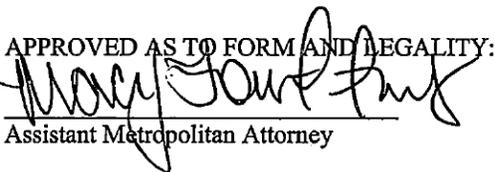
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the above date:

METROPOLITAN BOARD OF PARKS AND RECREATION  
  
Monique Odom, Parks Director

MEMPHIS BASKETBALL, LLC  
  
David Ridenhour, Sr. Manager Group Sales

9/13/18

APPROVED AS TO AVAILABILITY OF FUNDS:  
  
Director of Finance

APPROVED AS TO FORM AND LEGALITY:  
  
Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

\_\_\_\_\_  
Metropolitan Clerk

**EXHIBIT A**

**Benefits:**

- Use of the Junior Grizzlies logo for promotional materials related to the Junior League's youth basketball program.
- An official listing on grizzlies.com and video board in-game recognition to assist in the league's promotional efforts.
- A reversible Junior Grizzlies jersey for each participant.
  - and Junior Grizzlies shorts
  - Grizzlies-branded Premium Rubber Basketball
  - Grizzlies-branded Drawstring Bag
- Free shipping on initial uniform orders and on other program deliverables.
- A Terrace Level ticket to a Memphis Grizzlies regular season home game for each participant.
  - Game date to be mutually agreed upon by the parties, with certain games not available as determined by the Company at its sole discretion.
  - Discounted tickets for players' family and friends will also be made available.
- A Certificate of Achievement e-signed by a Memphis Grizzlies player for each participant.
- An invitation to a Coaches Training Event at FedExForum for all coaches, administrators and volunteers of the Junior League, with each attendee receiving a complimentary ticket to a Grizzlies home game.
  - Game date to be determined by the Company at its sole discretion.
  - Discounted tickets for coaches' family and friends will also be made available.

**Investment:**

- \$40 per youth participant.
- Player and coach e-mail list for use in disseminating Junior Grizzlies ticket redemption information.
- The Junior League to provide its uniform orders a minimum of 20 business days prior to the start date of the league.

**Payment Date**

Junior League shall pay to Company the Investment the earlier of (a) fourteen (14) days following Junior League's Junior Grizzlies jersey order or (b) prior to the attendance of the mutually agreed upon Memphis Grizzlies regular season home game.

**Estimated # of Participants for 2018-19 Season \_\_\_\_\_**

**Shipping Address for Uniform Order:**

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

Company Initials: DR

Junior League Initials: \_\_\_\_\_