

EXHIBIT

"A"

**CITY OF ROUND ROCK
PARKS AND RECREATION DEPARTMENT
SPONSORSHIP AGREEMENT WITH
NYLE MAXWELL FAMILY OF DEALERSHIPS**

This ~~three~~ party Sponsorship Agreement (referred to herein as the "Agreement") is entered into on this 3/5 day of the month of May, 2017 by and between the CITY OF ROUND ROCK, TEXAS, a Texas home-rule municipality (referred to herein as the "City"), and NYLE MAXWELL FAMILY OF DEALERSHIPS (referred to herein as the "Sponsor"), and PLAY FOR ALL, an organization with public charity status that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

WITNESSETH:

WHEREAS, Sponsor has evidenced a desire to become involved in a sponsorship role to enhance certain opportunities provided by the City's Parks and Recreation Department relating to the Play for All Abilities Project; and

WHEREAS, City believes such sponsorship would assist its Parks and Recreation Department to deliver quality, life-enriching activities to a targeted segment of the community; and

WHEREAS, the 501(c)(3) organization Play for All was formed March 13, 2009 to receive contributions for the Play for All Abilities Project, which contributions are deductible under Section 170 of the Internal Revenue Code; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. TERM

1.1 This Agreement shall be effective on the date it has been signed by all parties hereto, and shall remain in full force and effect for ten (10) years unless and until it expires by operation of any specific term stated herein, or until terminated as provided herein. The term of the Agreement may be extended upon written agreement of both parties.

2. SPONSORSHIP FEE

2.1 In consideration of the grant of specified sponsorship rights under this Agreement, Sponsor shall donate to the 501(c)(3) organization Play for All, for the benefit of the Parks and

Recreation Department Play for All Abilities Project, for the entire term of this Agreement, the following sponsorship fee: the sum of Sixty Thousand and No/100 Dollars (\$60,000.00).

2.2 Payment of such sponsorship fee shall be at the following times and in the following manner: Sponsor shall pay the referenced donated funds to Play for All in five (5) equal installments of \$12,000.00 each, with the first such payment being due and payable to the City upon final execution of this Agreement, and with each payment thereafter being due and payable on the same date of each succeeding year until the total amount of \$60,000.00 is fully and finally paid.

2.3 The sponsorship fee shall be the entire amount payable to Play for All, for the benefit of the City and its Parks and Recreation Department Play for All Abilities Project, under this Agreement.

2.4 City and its Parks and Recreation Department shall only use the sponsorship fee for the sponsored purpose/product delineated herein in Section 3.

3. SPONSORSHIP PURPOSE/PRODUCT DELINEATED

3.1 City and its Parks and Recreation Department hereby designate Sponsor as a Race Track Sponsor, and agree to have a 40' long (minimum dimension) Pit Structure Building with Learning Wall, Start/Finish Line signage identifying the Race Track as "Nyle Maxwell Family of Dealerships Race Track", and On-Track signage and Pod Entry Signage (as described in Exhibit "A") in the Race Track Pod designed with automotive features and affixed with Sponsor's name/logo signage in the location shown in Exhibit "B." Logo/signage shall be preapproved by Sponsor to ensure it is consistent with Sponsor's brand standards.

3.2 City agrees that Sponsor may advertise its sponsorship of the purpose/product in accordance with contractual requirements delineated herein.

3.3. City agrees to renovate the existing "Maxwell Family of Dealership Building" in the Village Pod to reflect the updated look and branding of the current Sponsor's automotive dealerships/facilities. City agrees to work with Sponsor on the final building finishes and signage of the renovation.

4. SPONSORSHIP RIGHTS

4.1 For the term of this Agreement, City grants to Sponsor the sponsorship rights set forth herein: the right to have a Pit Structure Building with Learning Wall/Finish Line signage and On-Track signage and Pod entry signage (as described in Exhibit "A") in the Race Track Pod designated with automotive features and affixed with Sponsor's name/logo signage in the location shown in Exhibit "B."

4.2 City shall, if, as and when the sponsored purpose/product is publicized, acknowledge Sponsor in accordance with the following or similar recognition rights:

4.2.1 Inclusion of name/logo on specific building within pod;

- 4.2.2 Inclusion of name/logo in park dedication art/architectural piece;
- 4.2.3 Recognition in the *Round Rock Leader*;
- 4.2.4 Awarding of sponsorship certificate plaque; and
- 4.2.5 Provision of photograph of Play for All Abilities Park Grand Opening Ceremony.

5. USE OF SPONSOR'S NAME AND/OR LOGO

5.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by City in respect of the sponsored purpose/product shall acknowledge Sponsor in the manner delineated herein.

5.2 City shall immediately, upon the termination of this Agreement, cease to use or otherwise refer to Sponsor's name and/or logo except to the extent otherwise authorized by law or agreement of the parties.

5.3 Sponsor hereby grants to City a limited, non-exclusive, non-transferable license to use Sponsor's trademarks, service marks, trade names, logos, color combinations, insignia and other appropriate identifying marks and slogans related to the Sponsor (collectively, "Sponsor's Marks") within the corporate limits of the City of Round Rock, Texas in connection with the aforementioned sponsorship program. Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the Sponsor's Marks is intended to be given or transferred to or acquired by City by the execution, performance or non-performance of this Agreement. City understands, acknowledges and agrees that the Sponsor's Marks are the property of Sponsor, and City agrees that it shall in no way contest or deny the validity of the Sponsor's Marks, or the right or title of Sponsor in or to the Sponsor's Marks, and City will not encourage or assist others directly or indirectly to do so, during the term of this Agreement or hereafter. In addition, City recognizes the significant value of the goodwill associated with the Sponsor's Marks and acknowledges that the goodwill associated thereto belongs to Sponsor and that the Sponsor's Marks have secondary meaning in the minds of the public. City shall not, during the term of this Agreement or otherwise, take any action or fail to take any action that would have a materially adverse effect on the Sponsor's Marks or the rights of Sponsor in and to the Sponsor's Marks. Upon the termination of this Agreement, City shall immediately terminate all use of the Sponsor's Marks in every manner whatsoever.

6. USE OF CITY'S NAME AND/OR LOGO

6.1 All advertising and promotional material produced, published, broadcast, displayed or exhibited by Sponsor in respect of the sponsored purpose/product shall acknowledge City in the manner delineated herein, and shall be approved in writing by City in advance of use.

6.2 Sponsor shall immediately, upon the termination of this Agreement, cease to use or otherwise refer to City's name and/or logo except to the extent otherwise authorized by law or agreement of the parties.

7. COMPETITIVE ADVERTISING

7.1 The parties expressly acknowledge that City has disclosed that it has granted and, during the term of this Agreement, will grant to persons or entities other than Sponsor the right to sponsor or advertise in the Play for All Abilities Project, unless a written amendment or written agreement otherwise has been attached hereto. City expressly acknowledges, however, that this Section 7.1 is subject to the exclusivity conferred in Section 4.1 hereof, to-wit: the right of Sponsor to have a Pit Structure Building with Learning Wall, Start/Finish Line signage and On-Track signage in the Race Track Pod designed with automotive features and affixed with Sponsor's name/logo signage. City acknowledges that it will have no other building in the named pod designed and named for a direct competitor facility.

8. APPLICABLE LAWS

8.1 Sponsor expressly agrees that the rights and privileges granted by this Agreement are subject to all applicable policies, ordinances, laws, and regulations of the City of Round Rock, the State of Texas, and the United States of America, and Sponsor agrees to abide by same. Insofar as it relates to Sponsor's participation in the purpose/product delineated in this Agreement, Sponsor further agrees to observe and comply with any and all rules and regulations promulgated from time to time by City and its Parks and Recreation Department.

9. BREACH AND TERMINATION

9.1 If any party breaches any of the terms and conditions of this Agreement and fails to rectify such default in accordance with a written notice from a non-defaulting party within fifteen (15) days after the date of such notice (or a longer period if all parties agree to same in writing), a non-defaulting party may terminate this Agreement at any time thereafter.

9.2 City may terminate this Agreement immediately if any of the following occur:

9.2.1 Sponsor is wound up or dissolved, becomes insolvent or enters into an agreement with its creditors, or if a receiver, manager or liquidator is appointed in respect of Sponsor;

9.2.2 Sponsor's business operations or the business or activities of any associated company are contrary to any City of Round Rock policy;

9.2.3 City determines that, for whatever reason, it should no longer use the sponsored purpose/product or be associated with Sponsor.

9.3 If this Agreement is terminated, Sponsor shall not be required to pay any unpaid installments of the sponsorship fee (if payment is by installment).

9.4 The expiration or termination of this Agreement shall not prevent any party from taking action to enforce a term or condition of this Agreement in respect of any breach occurring prior to such expiration or termination.

10. INDEMNIFICATION

10.1 The parties shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of either of the other parties, or either of their agents, employees or subcontractors, in the performance of their respective obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or the other parties (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

11. ASSIGNMENT AND DELEGATION

11.1 The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. No party shall assign, sublet or transfer any interest in this Agreement without prior written authorization from the other parties.

12. NOTICES

12.1 All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows: when delivered personally to the recipient's address as stated in this Agreement; or three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Sponsor:

Nyle Maxwell Family of Dealerships
13401 N. FM 620
Austin, TX 78717

Notice to Play for All, a 501(c)(3) organization:

Play for All
P.O. Box 690
Round Rock, TX 78680

Notice to City:

City Manager and to:
221 East Main Street
Round Rock, TX 78664

Stephan L. Sheets, Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of the parties.

13. APPLICABLE LAW; ENFORCEMENT AND VENUE

13.1 This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by any party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

14. EXCLUSIVE AGREEMENT

14.1 This document, and all appended documents, constitutes the entire Agreement between all parties hereto. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

15. DISPUTE RESOLUTION

15.1 If a dispute or claim arises under this Agreement, the parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each party's senior management. If the parties cannot reach a mutually satisfactory resolution, then and in that event any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Sponsor shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties. City and Sponsor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

16. SEVERABILITY

16.1 The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision hereof void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

17. MISCELLANEOUS PROVISIONS

17.1 Time is of the Essence. The parties understand and agree that time is of the essence and that any failure of any party to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement.

17.2 Force Majeure. The parties shall not be deemed in violation of this Agreement if a party is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

17.3 Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

**Nyle Maxwell Family of Dealerships,
Sponsor**

By: _____
Printed Name: Nyle Maxwell
Title: Managing
Date Signed: 8-31-17

Play for All, a 501(c)(3) organization

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Exhibit A: Proposed Conceptual Improvements

All images are for conceptual purposes only and may be subject to change based on final construction detailing



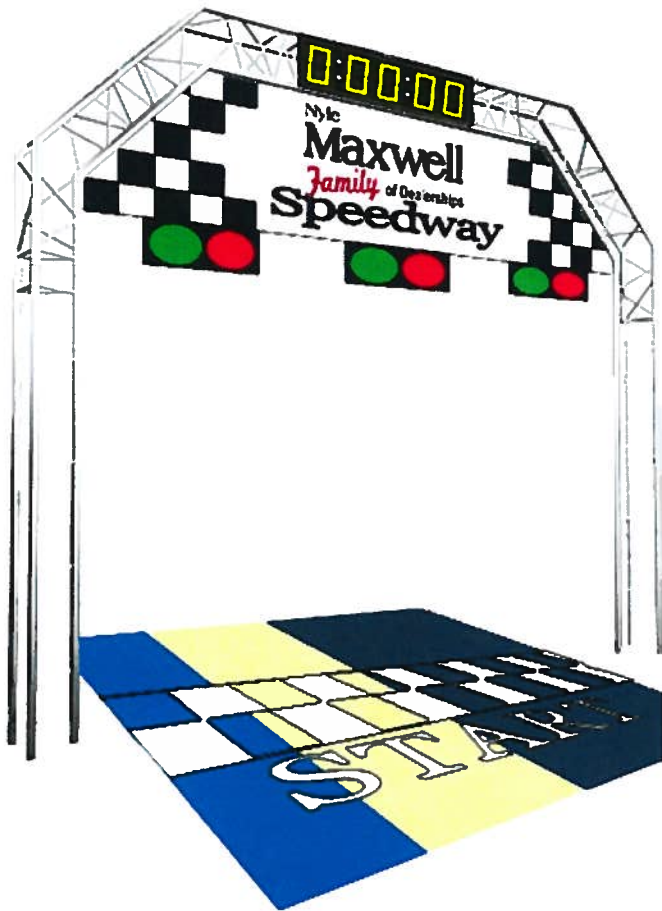
Item 1: Conceptual rendering of Pit Structure Building with Learning Wall



Item 2: Conceptual rendering of On-Track signage in Race Track Pod

Exhibit A: Proposed Conceptual Improvements

All images are for conceptual purposes only and may be subject to change based on final construction detailing



Item 3: Conceptual rendering of Start/Finish Line Signage



Item 4: Conceptual rendering of Pod Entry Signage

Exhibit B: Proposed Conceptual Improvement Locations

All images are for conceptual purposes only and may be subject to change based on final construction detailing



Item 1: Pit Structure Building with Learning Wall

Item 2: On-Track signage in Race Track Pod

Item 3: Start/Finish Line Signage

Item 4: Pod Entry Signage