



Naming Rights and Sponsorships Consultancy Agreement

PREPARED BY

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NAMING RIGHTS AND SPONSORSHIPS FOR PROFESSIONAL SERVICES AGREEMENT

This Naming Rights and Sponsorship for Professional Services Agreement (the "Agreement") is made effective as of, _____, 2026, by and between the City of New Braunfels (referred to herein as "Client") and Sportsman, L.C. (referred to herein as "Sportsman"), an Iowa limited liability company doing business as "Sportsman Solutions".

RECITALS

A. Sportsman has extensive experience and knowledge with respect to corporate partnership sales and marketing, regarding a variety of sports and recreation facilities, events, and other properties as generally described on Exhibit A (**Naming Rights and Sponsorships Consulting and Management**); and

B. Client desires to engage Sportsman to provide certain professional services associated with corporate sales representation, services and advice regarding sponsorships, and other marketing platforms with respect to Client, with specific emphasis on securing "major sponsorships."

NOW, THEREFORE, in consideration for the mutual covenants that are in this Agreement and referenced in the **EXHIBITS attached hereto**, the Parties hereby agree as follows:

1. RELATIONSHIP OF PARTIES

Sportsman is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to Sportsman, its business affairs and its performance of its duties under or pursuant to this Agreement. The relationship of Sportsman with the Client created by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the Parties or to make Client liable for the debts or obligations of Sportsman. Sportsman agrees to execute and provide to Client an Affidavit of Exempt Status and Exempt Status Fact Sheet with a fully-executed copy of this Agreement.



2. SCOPE OF SERVICES, TERM & COMPENSATION

Client hereby engages Sportsman, and Sportsman shall provide the services outlined in the EXHIBITS attached hereto for the benefit of Client during the term of this Agreement. The term of this Agreement and compensation provided to Sportsman by Client will be that which is outlined and mutually agreed upon in **EXHIBIT B**. Sportsman will pay and be responsible for payment of any applicable income taxes related to the services provided.

3. REQUIREMENTS

Without in any way limiting any other term or provision of this Agreement or any obligation of Sportsman hereunder, Sportsman shall:

Adhere to all laws, policies, rules, and regulations applicable to the services to be provided by Sportsman pursuant to this Agreement.

Have no right or power to enter any agreement in the name of or on behalf of Client, or to otherwise obligate Client in any manner, without the prior written consent and approval of Client, in its sole discretion.

4. INDEMNIFICATION

Sportsman shall indemnify, defend and forever save and hold harmless Client, its principals, shareholders, managers, members, partners, officers, directors, contractors, agents, elected officials and employees (sometimes collectively referred to herein as the "Client Indemnitees" and individually as a "Client Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of Client Indemnitees may suffer or incur arising out of a breach by Sportsman of its obligations pursuant to this Agreement. The foregoing indemnification shall survive any termination or the expiration of the Term of this Agreement. To the extent permitted by the Constitution and laws of the State of Texas, and without waiver of Client's sovereign immunity rights, Client shall indemnify, defend and forever save and hold harmless Sportsman, its principals, shareholders, members, partners, officers, directors and employees (sometimes collectively referred to herein as the "Sportsman's Indemnitees" and individually as a "Sportsman Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of Sportsman's Indemnitees may suffer or incur arising out of a breach by Client of its obligations pursuant to this Agreement. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.



5. TERM.

The term of this Agreement shall be identified in **EXHIBIT B**, unless earlier terminated due to material, uncured breach, as provided herein. In the event Sportsman or any employee of Sportsman performing services on behalf of Sportsman for the benefit of Client materially breaches this Agreement, and such breach remains uncured after thirty (30) days as provided herein, Client will have the right to terminate this Agreement in addition to other rights or remedies which Client may have under this Agreement, or at law or in equity. In the event Client or any employee materially breaches this Agreement, and such breach remains uncured after thirty (30) days as provided herein, Sportsman will have the right to terminate this Agreement in addition to other rights or remedies which Sportsman may have under this Agreement, or at law or in equity. A party will not be in breach hereof unless such party has first been notified in writing by the other party of the alleged breach and the notified party has failed to cure the alleged breach within thirty (30) days following delivery of such notice.

6. INTELLECTUAL PROPERTY

Sportsman agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights of Client or Client's affiliated businesses in Client's trademarks, service marks, copyrights or other intellectual property rights (the "Client Trademarks") to Sportsman, (b) ownership of all such Client Trademarks shall remain the property of Client or its affiliates, as the case may be, and (c) Sportsman will not use any Client Trademarks under any circumstances without the prior consent of Client, which consent Client may withhold in its sole and absolute discretion.

As between Sportsman and Client, Client shall have all ownership rights in all written, recorded, photographic, or visual materials, all computations, sketches, reports, test data, survey results, photographs, renderings, and other materials pertaining to the Services prepared by Sportsman produced in the performance of the Service as described in this Agreement including, without limitation, any business plans prepared by Sportsman for the benefit of Client (collectively, the "Documents and Reports"). All Documents and Reports prepared by Sportsman specifically for and relating to the Services provided to Client shall be for Client's exclusive use and re use at any time without further compensation to Sportsman. Any restrictions imposed by third parties, such as rights fees payable for use of images in photographs, etc., shall be immediately disclosed to Client. Sportsman shall retain no ownership, interest, or title in the Documents and Reports. Sportsman shall not use any Documents and Reports for marketing purposes without the prior written consent of Client, which consent may be withheld in Client's sole discretion. For the avoidance of doubt, Sportsman shall not be prohibited from providing naming rights, sponsorships, consultancy, and related services to third parties.



7. CONFIDENTIAL INFORMATION

During the term of this Agreement, either Party (a "Receiving Party") may gain access or be exposed to certain confidential and proprietary information relating to the business of the other Party (the "Disclosing Party") or its affiliates. Receiving Party Agrees that all such confidential and proprietary information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of the Disclosing Party, which consent may be withheld by Disclosing Party in its sole and absolute discretion.

8. WAIVER

No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

9. SEVERABILITY

If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement.

10. OTHER ASSURANCES

The Parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

11. LIMITATION ON DAMAGES

Sportsman, its members, principals, directors, officers, employees, and affiliates shall not be liable to Client for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by Client to Sportsman for its services. In no event shall Sportsman, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of this section shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement. The Client, its members, principals, directors, employees, and affiliates shall not be liable to Sportsman for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Client to Sportsman for its services. In no event shall the Client, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of this section shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement.



12. SPONSORSHIP LIABILITY

Client recognizes and agrees that there exists no pre-established market rate for sponsorship opportunities. Client agrees that Sportsman has not promised to secure a specific amount of funding or meet any client performas. Sportsman will be under no strict timeline for its services while going to market to seek or secure sponsorship opportunities. Presented terms to all sponsor/donor prospects for all sponsorship agreements for the facilities shall be in the sole discretion of Sportsman. Client will have sole right on execution of all sponsorship agreements. In the event there is failure by Client to execute any marketing/advertising portion of an agreement or other facility development for which Client is responsible, Sportsman will not be liable to return any commissions or other fees to any sponsors who participated in or contributed to the project. Client will be solely responsible for returning any such funds. Sportsman disclaims all liability relating to the operations of the sports and recreation facilities. Client accepts all liability related to project on Sportsman's behalf.

13. COOPERATION

Client shall cooperate with Sportsman in connection with the performance of its services hereunder, including providing Sportsman with reasonable and timely access to Client's information, data, and personnel.

14. SURVIVAL

All rights and obligations of the Parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

15. FORCE MAJEURE

Sportsman shall not be liable for any delays or failures to perform its services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.

16. COUNTERPARTS

This Agreement may be executed in counterparts, or by facsimile or electronic mail (email) counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same Agreement.



17. CONSENT AND GOOD FAITH DEALINGS

The Parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action, the party from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless other indicated specifically in this Agreement, consent and approvals shall not be unreasonably withheld, delayed or conditioned.

18. DELIVERABLES

Upon termination of this Agreement, Sportsman shall deliver all records, notes, and data of any nature that are in Sportsman possession or under Sportsman's control and that are Client's property or relate to Client's business. Client will be responsible for all sponsorship fulfillment thereafter.

19. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the substantive and procedure laws of the State of Texas, without regard to conflicts of law principles. The Parties consent to personal and subject matter jurisdiction to any Court located in the State of Iowa. If you agree with the details outlined in this agreement, please indicate by signing this document in the space provided below and return it to Sportsman. This Agreement represents the entire agreement between the Parties and may only be modified or amended if the amendment is made in writing and is signed by both Parties.



EXHIBIT A

Naming Rights, Sponsorship Consulting and Management

EXECUTIVE SUMMARY

The City of New Braunfels seeks a third-party consultant to evaluate and secure supplemental funding and private revenue streams for its sports and recreation facilities in Texas via Naming Rights and Sponsorships. Sportsman is a multidimensional service provider experienced in providing Naming Rights and Sponsorships development and acting as a consultant to serve as a catalyst in subsidizing project expenditures by way of strategically maximizing revenue associated with corporate partnerships.

Naming Rights and Sponsorships benefits packages may include, as mutually agreed by the Parties, exterior and on-site exposure, media coverage, digital assets, hospitality, and a host of other opportunities traditional marketing channels cannot provide, generally described in the "Evaluation", "Platform Development" and "Sales Execution" provisions as follows:

EVALUATION

EXAMINATION OF THE LOCAL MARKET

- Assessment of the competitive landscape
- Assessment of the cooperative landscape

REVIEW OF FACILITIES

- Sportsman will analyze the facilities to identify and review key assets, including any existing sold and unsold inventory (if applicable).
- Sportsman will typically separate and catalogue these assets as different key categories.

*Naming Rights *Shared Sponsorship *Primary Partner *Sponsorships
*Iconic Landmarks *Permanent Signage *Digital Signage *Intellectual Property
*Category Exclusivity *Hospitality *Print *Database Marketing *Website Exposure

IDENTIFICATION OF NEW ASSETS

- Analyze viability of traditional inventory associated with naming rights and sponsorships
 - Creatively develop and unlock opportunities associated with non-traditional assets
 - Evaluate marketability of all assets to determine revenue potential
 - Analyze traditional and creative assets for hospitality
 - Goal is to generate significant incremental revenue
- Sportsman shall seek sponsorship opportunities for Client to provide the following described benefits:



QUANTITATIVE BENEFITS

*Website Exposure: Sponsor ID on official property website. Includes corporate logos, links to sponsor website, banner ads and sponsor videos. Sportsman values website exposure based on total unique visitors to a property website.

*On-Site Signage: Refers to sponsor ID on static signage, such as LED or video boards, wayfinding signage, banners along concourses and iconic landmarks. Sportsman values onsite signage based on quality and quantity of impressions, as well as signage location, size and quantities.

*Activation & Promotional Opportunities – Sponsorships: Refers to assets that are typically used to activate a sponsorship, such as new technology, emerging media, interactive displays, product sampling, and promotional giveaways.

RATING OF QUALITATIVE BENEFITS

- Prestige Factor-Loyalty: Refers to the brand equity that the property has built up. The more prestige a property possesses, the more likely sponsors will seek to associate with it and clients will retain spending onsite. Also refers to the affinity that a property's audience has for the property. When a property possesses a high degree of audience loyalty, sponsors believe that loyalty will rub off on their brand through the association. When a property possesses a high degree of audience loyalty, sales generally benefit from positive interactions with Client.
- Sponsor Protection and Ease of Activation: Refers to the protection a sponsor receives against ambush marketing, the degree to which sponsor clutter is minimized at the property, and whether the sponsor enjoys category exclusivity as part of its sponsorship package. Not selling sponsor benefits à la carte, keeping the property as clean and clutterfree as possible, and offering the sponsor category exclusivity constitute a high degree of protection. Also refers to the ease in which sponsors can promote and activate their sponsorships. For instance, a telecommunications company is presented with a natural opportunity to engage the audience and activate an arena sponsorship by providing free Wi-Fi hotspots for guests.
- Track Record: Refers to the property and/or Client's history in both fulfilling sponsors and renewing sponsorship deals. Properties that provide a high level of service and consistently overdeliver for sponsors are more likely to have higher renewal rates, therefore increasing the desirability and the value of the sponsorship.



ESTABLISHMENT OF ASSET PRICING

- Compare fair market value calculations versus “real-world” sales experience and intimacy within the market and familiarity of the business landscape.
- Review and alignment of pricing with Client’s leadership team.
- Fair market value baseline for conservative and aggressive scenarios.
- Impact of negotiation on final pricing.
- Include (if applicable) realistic sales projections for year 1 and beyond.

CALCULATION OF FAIR MARKET VALUE

- Measurement of quantitative benefits
- Rating of qualitative benefits
- Comparable properties
- Profile of demographic and socioeconomic indicators
- Assessment of geographic reach

PLATFORM DEVELOPMENT

BUILDING OF NAMING RIGHTS/SPONSORSHIP PLATFORMS

Key Objectives

- Enhance the venue
- Improve the guest/visitor experience
- Successfully meet the objectives of the sponsor
- Maximize sponsorship revenue/Deliver ROI to the sponsor

Structure

- Discuss overall sponsorship philosophy for the property (i.e. clutterfree)
- Assessment of a multi-tiered sponsorship platform
- Development and defining of a “Signature Partner” type concept
- Create variety and competition free environment inside the facilities
- Create new assets/new products/new opportunities
- Active - Interaction with Client base



SALES EXECUTION

DEVELOPMENT OF PROSPECT DATABASE

- Develop approach strategy for incumbent corporate partners
- Identify and tier qualified local and regional prospects
- Assess specific sponsorship opportunities unique to the property
- Utilize knowledge of marketing initiatives to strategically rank and tier categories and appropriate candidates

EXECUTION OF SPONSORSHIP SALES

- Extensive prospecting and research
- Arrange initial needs analysis meetings to gain understanding of prospect
- Creation of customized presentations and proposals
- Negotiations management and contract execution
- Provide sales pipeline reports on a mutually determined schedule

NEGOTIATION PROCESS

- Follow up on all proposals to review and overcome objections
- Define the decision-making process and timeline
- Identify opportunities to restructure proposals as needed
- Once partnership is finalized, draft agreements and manage contract execution



EXHIBIT B

SCOPE, TERMS, & PROFESSIONAL FEES

SCOPE OF WORK

- Sportsman shall have the exclusive right to identify, pursue, and secure sponsorship, naming rights, advertising, and related funding opportunities for the facilities. This right expressly includes situations where a foundation, corporation, or other entity labels its contribution as a “grant” or other form of funding. If the contribution is initially pitched or discussed as a sponsorship, naming rights, or advertising opportunity, or provides public recognition, branding, or acknowledgment in any form, then such funding shall be deemed sponsorship revenue under this Agreement. In all such cases, Sportsman shall be entitled to compensation in accordance with the commission structure outlined herein, regardless of how the contribution is ultimately characterized.

PHASE I: PLANNING

- Sportsman will send Client's designated contact(s) as identified herein, via e-mail, a checklist requesting a variety of items needed to effectively gain an understanding of the current and future elements of the facilities for planning purposes.

PHASE II: EVALUATION

- Sportsman will work with the designated contact(s) and other agreed parties to review the checklist and address all other relevant topics. Such correspondence will be pertinent and critical to work/timing associated with all future phases of the project. Thereafter, Sportsman will perform the services previously outlined in the “Evaluation” section of "EXHIBIT A".

PHASE III: SALES EXECUTION

- Upon completing Phases 1-2 and providing all results to the designated contact and other agreed individuals, Sportsman shall seek and, in its discretion, secure naming rights and sponsorship sales on behalf of Client for the facilities upon such terms as Sportsman determines, including the services previously detailed within the "Sales Execution" portion of this presentation, which include but aren't limited to:
 - Development of a prospect database
 - Turnkey sales execution
 - Management of the negotiation process



TERMS & PROFESSIONAL FEES

Term shall commence on the date of signing.

The Term of this Agreement shall be through September 30th, 2027. There will be an option to renew for four (4) additional terms of one (1) year.

- Sportsman retains the sole right to find and secure sponsorship opportunities for the facilities during the Term of this Agreement. In addition, Sportsman retains the sole right to renew sponsorships secured by Sportsman, renegotiate the terms of existing sponsorships and find new sponsors if past sponsors decline further participation after the initial term for the life of the facilities. After the Term of this Agreement, this would include but not limited to those with whom Sportsman had prior discussions, made contact with or negotiated sponsorship agreement terms. After the term of this agreement, Client will have the right to enter into any sponsorship agreement without commission due to Sportsman with any party of which Sportsman did not contact or enter into negotiations with.
- The commission rate due to Sportsman for each sponsorship opportunity, whether secured during, or after the Term of this Agreement will be the commission rate described below and applied at all renewal and renegotiation periods for all sponsorship contracts secured by Sportsman. Both parties agree to a mutual out clause where either party may terminate the agreement for any reason at all given 30 days written notice. During the Term of this Agreement and any applicable notice period following delivery of a termination notice, Sportsman's rights, authority, exclusivity, and scope of services under this Agreement shall remain in full force and effect and shall continue uninterrupted unless otherwise mutually agreed in writing by the Parties. During the Term and any notice period, Sportsman's rights and performance shall continue uninterrupted and shall not be suspended or restricted except by mutual written agreement of the Parties. Upon termination of this Agreement, all commissions contractually due to Sportsman will remain due per the agreed payment schedule. Upon termination of this Agreement, all rights to sponsorship renewal, renegotiation of terms of sponsorship contract will be honored. The agreed payment schedule for each secured sponsorship for the facilities, Sportsman and Client shall share gross revenue as follows:

TIERS	COMMISSION OF GROSS REVENUE	DESCRIPTION
Tier 1: Cold Leads	25% due to Sportsman 75% due to Client	Sportsman reaches out to potential sponsor on their own
Tier 2: Warm Leads	20% due to Sportsman 80% due to Client	Client provides Sportsman with an introduction to potential sponsor



- Sportsman and Client shall each receive the agreed upon percentages based on total gross revenues received by Sportsman for any naming rights or sponsorships secured for the facilities. For purposes of this Agreement, “gross revenue” shall be calculated as gross revenue received from third parties for the sale of naming rights and sponsorship opportunities relating to the sports and recreation facilities.
- The percentages of gross revenue will be paid to Sportsman by Client within thirty (30) business days after client has received payment from a sponsor.
- Client understands the obligation to share the applicable percentage of gross revenue with Sportsman as outlined herein applies to every sponsor, partner or general donor contacted, solicited and secured by Sportsman for the facilities. Sportsman will not be awarded commission on sponsorships already acquired by Client.
- Client understands and agrees that the obligation to share Gross revenue with Sportsman as described herein extends beyond the expiration of agreement. For example, if a 10year/\$100,000 partner was secured by Sportsman with a payment schedule of \$10,000/year, Sportsman and Client would each receive the above described percentage Gross revenue each year for 10-years.
- Gross revenue payments will be paid over the life of such agreements, unless otherwise indicated and mutually agreed upon (i.e. lump sum payout).
- Sportsman shall invoice Client and Client shall pay Sportsman within thirty (30) business days an amount equal to the agreed upon commission of the value of any “in-kind” or “trade” partnerships secured by Sportsman based on the dollar value associated with the trade. All In-kind trades will be first approved by designee of Client.
- Unless otherwise agreed by the Parties, Client is responsible for providing Sportsman with digital and printed materials needed to successfully execute this project as identified by Sportsman. Client represents and warrants that all materials submitted to Sportsman do not and shall not during the term of this Agreement infringe upon any third-party intellectual property rights.
- Sportsman shall obtain Client’s written consent prior to securing any sponsorship/naming rights with any third party that Sportsman, in its reasonable discretion, considers non commercial, controversial, politically or sexually oriented or generally outside of the scope of family friendly activities that the Parties anticipate will be conducted at the facilities.
- Client acknowledges that Sportsman serves as the exclusive representative for all sponsorship, naming rights, gifts in exchange for recognition, advertising, and related funding opportunities covered by this Agreement. Client shall not circumvent or exclude Sportsman by working directly with any sponsor, donor, or funding partner for opportunities within the scope of this Agreement. If any prospective sponsor, donor, or funding partner approaches Client directly regarding any opportunities to partner with Client, Client shall immediately refer the party to Sportsman and shall not engage in independent discussions or negotiations. Any pre-existing relationships prior to the effective date of this Agreement shall be considered null and void for purposes of this sponsorship program.
- If any sponsor, donor, or funding partner elects to work directly with Client without Sportsman’s active involvement or participation in the negotiation and execution of the agreement, Client agrees that such arrangement shall nevertheless be deemed secured by Sportsman regardless if the arrangement is initiated by the Client or Sportsman. Accordingly, all compensation and commission owed to Sportsman under this Agreement shall remain fully enforceable and payable, consistent with the commission-only structure designed to protect Sportsman’s role.



AGREEMENT APPROVAL

Client: City of New Braunfels, Texas

Name:

Title:

Signature:

Date:

Name of Designated Contact:

Email Address of Designated Contact:

Sportsman: SPORTSMAN L.C.

Name:

Title:

Signature:

Date:

WE LOOK FORWARD TO PARTNERING WITH YOU



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