

SPONSORSHIP AGREEMENT

This **SPONSORSHIP AGREEMENT** (hereinafter, this "Agreement"), is effective as of the _____ day of _____, 2026 (the "Effective Date"), and is made by and between the **City of Maricopa**, an Arizona municipal corporation ("City"), **Chasse Building Team, Inc.**, an Arizona corporation ("Chasse") and **Play It Safe Playgrounds and Park Equipment, Inc.**, an Arizona corporation ("Play It Safe Playgrounds"). Chasse and Play It Safe Playgrounds are collectively referred to herein as "Sponsor." Sponsor and City are collectively referenced herein as the "Parties," and each individually as a "Party."

RECITALS

WHEREAS, City has created a sponsorship package that will maximize the value of sponsorship dollars for Sponsor, and support the quality of life for the City's citizens through a disc golf course at the Copper Sky Regional Park; and

WHEREAS, City has constructed a disc golf course at Copper Sky Regional Park, as more particularly shown on **Exhibit A** attached hereto ("Disc Golf Course"); and

WHEREAS, Sponsor desires install signage at the Disc Golf Course and purchase the sponsorship package as more specifically set forth herein ("Sponsorship Package").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing obligations, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, City and Sponsor agree as follows:

1. **SPONSOR OBLIGATIONS.** In consideration for the Sponsorship Package and benefits set forth herein, Play It Safe Playgrounds agrees to design and provide all necessary signage for the Disc Golf Course (the "Signage") as more specifically set forth in **Exhibit B** attached hereto. Chasse agrees to pay any and all costs associated with the design and production of the Signage.
2. **TERM AND TERMINATION.**
 - 2.1. **Term.** This Agreement shall commence on the Effective Date, and shall continue thereafter for a period of five (5) calendar years (the "Term").
 - 2.2. **Termination.** City, in its sole discretion may terminate this agreement, without penalty, upon providing Sponsor with not less than sixty (60) days written notice prior to the effective date of the termination. If the Agreement is terminated by City prior to the end of the Term, City will reimburse Chasse for a portion of the costs for the Signage. The amount due to Chasse shall be One Thousand and 00/100 Dollars (\$1,000.00) for every year remaining in the Term of the Agreement. Payment will be due within forty-five (45) days of the date of termination.
3. **SPONSOR BENEFITS.** In consideration for the Sponsor obligations set forth herein, City grants to Chasse the temporary, exclusive rights to include their logo on the Signage during the Term of this Agreement. The Parties hereby acknowledge and agree that the final design of the Signage, including any logos, will be agreed upon by the Parties.
4. **PROMOTION.** Sponsor will cooperate in any advertising campaigns or initiatives relating to the Sponsorship Package covered by this Agreement, through means Sponsor deems appropriate. During the Term of this Agreement, City shall have the right, without charge, to photograph, use the names, likenesses, and images of the Disc Golf Course including, but not limited to the Signage, in photographic, audio-visual, digital, or any other form of media (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner, and in whole or in part, in City brochures, website postings, informational and marketing materials, and reports and publications.
5. **CITY CONTROL AND OPERATION OF DISC GOLF COURSE.** City shall at all times be solely

responsible for maintaining and operating the Disc Golf Course in a good, clean, and safe condition. City agrees that Sponsor shall not, and does not intend to maintain any presence at the Disc Golf Course, and nothing in this Agreement shall be interpreted to impose upon Sponsor any right or obligation with regard to the control, design, construction, management, operation, maintenance, or repair of the Disc Golf Course. City agrees that it shall be solely responsible to manage and operate, or cause to be managed and operated, the Disc Golf Course (including all Signage contemplated herein) in compliance with all applicable laws, and the requirements of this Agreement. Without limiting the generality of the foregoing, City shall at all times have the exclusive right to take any actions, including without limitation the covering, relocation, or temporary removal of any signage or plaque(s) contemplated herein, as may be reasonably necessary for the safe and orderly operation of the Disc Golf Course.

6. NOTICES. All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

To City:

City of Maricopa
ATTN: Community Services Director
39700 W Civic Center Plaza
Maricopa, AZ 85138

To Chasse:

Chasse Building Team, Inc
ATTN: Barry John Chasse
230 S. Siesta Lane
Tempe, AZ 85288

To Play It Safe Playgrounds:

Play it Safe Playgrounds and Park Equipment, Inc.
ATTN: Jordan Lynde
7931 E. Pecos Road #160
Mesa, AZ 85212

7. FORCE MAJEURE. City and Sponsor shall exert all efforts to perform their respective obligations under this Agreement in a timely and diligent manner. However, neither Party shall hold the other Party responsible for a failure to perform, or an inability to render timely performance if such inability is a direct result of a cause beyond the non-performing Party's reasonable control (a "Force Majeure Event"), including but not limited to: labor stoppages, fires, civil disobedience, riots, natural disasters, acts of war or terrorism, actions or decrees of governmental bodies, and similar occurrences. The Party who has been so affected by a Force Majeure Event shall promptly give written notice to the other Party, and shall use its commercially reasonable efforts to resume performance as soon as is practicable under the circumstances. Upon a Party's receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure Event.

8. MUTUAL INDEMNIFICATION AND HOLD HARMLESS. The Parties mutually agree to indemnify and hold one another harmless from any and all loss, liability, damage, or expense, including reasonable attorneys' fees and costs, arising out of or in connection with this Agreement, including without limitation from the design and production of the signage. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

9. WAIVER OF TERMS AND CONDITIONS. The failure of City or Sponsor to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered a waiver of such terms, conditions, rights or privileges, and they shall remain in full force and effect, unless a written notice of waiver of the same is executed by

the waiving Party and delivered to the non-waiving Party.

10. INDEPENDENT CONTRACTOR. Sponsor shall at all times retain Sponsor's status as an independent contractor. Sponsor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Sponsor.

11. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Sponsor and City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, City and Sponsor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between City and Sponsor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

12. GOVERNING LAW AND VENUE. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

13. NONASSIGNMENT. Neither Party to this Agreement shall assign its interest in the Agreement, either in whole or in part.

14. ENTIRE AGREEMENT. This Agreement, together with any attachments hereto, represents the entire agreement between City and Sponsor, and supersedes all prior negotiations, representations or agreements, whether express or implied, written or oral related to the sponsorship of the Signage at the Disc Golf Course. It is mutually understood and agreed by the Parties that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

15. COUNTERPARTS. This Agreement may be executed in counterparts, and upon execution, each counterpart shall for all purposes be an original, and all such counterparts shall together constitute one and the same Agreement.

16. SEVERABILITY. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, regulation, or ordinance, the validity of the remaining portions and provisions hereof shall not be affected, and the offending provision shall be stricken from this Agreement, and shall thereafter be without effect.

17. CONFLICTS OF INTEREST. The provisions of Arizona Revised Statutes ("A.R.S.") § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

18. AMERICANS WITH DISABILITIES ACT. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 - 12213) and all applicable federal regulations thereunder, including 28 CFR Parts 35 and 36. Sponsor shall comply with Executive Order 99-4, Part I.A., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. Sponsor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or

political affiliation or disability.

19. FEDERAL REGULATIONS. Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Sponsor acknowledges, by signature to this Agreement, that: Sponsor is not currently suspended or debarred from contracting with the federal government or any of its agencies, or with the State of Arizona or any of its political subdivisions; Sponsor's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

20. UNDOCUMENTED WORKERS. Sponsor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Sponsor hereby warrants to City that Sponsor and each of its subcontractors, if any, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.

21. NO KICK-BACK CERTIFICATION. Sponsor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of City has an interest, financially or otherwise, in Sponsor's firm. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Sponsor hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

22. BOYCOTT OF ISRAEL. Sponsor shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. § 35-393.01


[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

SPONSOR:

CHASSE BUILDING TEAM, INC.

an Arizona corporation

By:  _____


Name: Barry Chasse

Title: Chief Executive Officer

Date: 05/27/26

PLAY IT SAFE PLAYGROUNDS AND PARK EQUIPMENT, INC.,

an Arizona corporation

By:  _____

Name: JORDAN LYNDE

Title: PRESIDENT

Date: 5/27/26

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

CITY:

CITY OF MARICOPA,

an Arizona municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras, MMC
City Clerk

City Attorney

EXHIBIT A
Disc Golf Course



EXHIBIT B

Signage