

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for professional services ("Agreement") is made effective as of _____, 2021, by and between the City of Mitchell ("Client"), a South Dakota based City, and Great Plains Sponsorships, Inc. ("GPS"), a South Dakota Corporation.

In this Agreement, the party who is contracting to receive services may also be referred to as "client", and the party who will be providing the services may be referred to as "consultant".

RECITALS

- A. GPS has extensive experience and knowledge with respect to corporate partnership sales and marketing, regarding a variety of sports and entertainment facilities, events, and other properties.
- B. The Client desires to engage GPS to provide certain professional services associated with corporate sales representation, services and advice regarding sponsorships and other marketing platforms with respect to the Client, with specific emphasis on securing a "major sponsorships."

NOW THEREFORE, in consideration for the mutual covenants that are contained in this Agreement and referenced in **EXHIBIT A (Naming Rights & Sponsorships Consultancy Proposal)** the parties hereby agree as follows:

1. RELATIONSHIP OF PARTIES

GPS 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 GPS, its business affairs and its performance of its duties under or pursuant to this Agreement. The relationship of the GPS to 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 the Client liable for the debts or obligations of GPS. GPS agrees to execute and provide to the Client an Affidavit of Exempt Status and Exempt Status Fact Sheet.

2. SCOPE OF SERVICES, TERM & COMPENSATION

The Client hereby engages GPS, and GPS shall provide the services outlined in EXHIBIT A (Naming Rights & Sponsorships Consultancy Proposal) for the benefit of the Client during the term of this Agreement. The term of this Agreement and compensation provided to GPS by the Client will be that which was outlined and mutually agreed upon in the EXHIBIT A (Naming Rights & Sponsorships Consultancy Proposal). GPS 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 GPS hereunder, GPS shall:

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

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

4. INDEMNIFICATION

GPS shall indemnify, defend and forever save and hold harmless the Client, its principals, shareholders, managers, members, partners, officers, directors, contractors, agents and employees (sometimes collectively referred to herein as the "the Client Indemnitees" and individually as a "the 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 the Client Indemnitees may suffer or incur arising out of all acts or omissions by the GPS Indemnitees 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 South Dakota, and without waiver of Client's sovereign immunity rights, the Client shall indemnify, defend and forever save and hold harmless GPS, its principals, shareholders, members, partners, officers, directors and employees (sometimes collectively referred to herein as the "GPS's Indemnitees" and individually as a "GPS 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 the GPS's Indemnitees may suffer or incur arising out of all acts or omissions by the Client Indemnitees pursuant to this Agreement. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

5. TERMINATION FOR BREACH

In the event GPS or any employee of GPS performing services on behalf of GPS for the benefit of The Client breaches this Agreement, the Client will have the right to terminate this Agreement in addition to other rights or remedies which the Client may have under this Agreement, or at law or in equity. In the event the Client or any employee breaches this Agreement, GPS will have the right to terminate this Agreement in addition to other rights or remedies which GPS 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 twenty (20) days following delivery of such notice. GPS acknowledges that no fees or commissions shall accrue or be due and payable hereunder during any period that the Client has provided written notice to GPS of the occurrence of any alleged breach unless GPS cures such alleged breach to the satisfaction of the Client prior to the expiration of the applicable cure period.

6. INTELLECTUAL PROPERTY

6.1 GPS 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 GPS, (b) ownership of all such the Client Trademarks shall remain the property of The Client or its affiliates, as the case may be, and (c) GPS will not use any the Client Trademarks under any circumstances without the prior consent of the Client, which consent the Client may withhold in its sole and absolute discretion.

6.2 The 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 GPS produced in the performance of this Agreement including, without limitation, any business plans prepared by GPS (collectively, the "Documents and Reports"). All Documents and Reports shall be for the Client exclusive use and re- use at any time without further compensation to GPS. Any restrictions imposed by third parties, such as rights fees payable for use of images in photographs, etc., shall be immediately disclosed to the Client. GPS shall retain no ownership, interest, or title in the Documents and Reports. GPS shall not use any Documents and Reports for marketing purposes without the prior written consent of the Client, which consent may be withheld in the Client's sole discretion.

7. CONFIDENTIAL INFORMATION

During the term of this Agreement, GPS may gain access or be exposed to certain confidential and proprietary information relating to the business of the Client or its affiliates. GPS 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 Client, which consent may be withheld by the Client 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 not 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

GPS, its members, principals, directors, officers, employees, and affiliates shall not be liable to the 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 the client to GPS for its services. In no event shall GPS, 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 document 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 City of Mitchell, its members, principals, directors, employees, and affiliates shall not be liable to GPS 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 City of Mitchell to GPS for its services. In no event shall the City of Mitchell, 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 document 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. COOPERATION

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

13. SPONSORSHIP LIABILITY

In no event shall GPS be liable to the client or the project's sponsors for payback of funds if there is failure to break ground or if the project or any type of expansion that occurs during this partnership is not completed. GPS, its members, principals, directors, officers, employees, and affiliates shall not be liable to the client to return any funds at any point in time for participation in City of Mitchell's mixed used project and all city facilities. City of Mitchell will accept all legal responsibility and liability on GPS's behalf when it comes to the returning of funds to all corporate, public, private partners or those to have any association with the project in South Dakota or City of Mitchell. Client agrees that GPS has not promised to secure a specific amount of funding and will be under no strict timeline for its services while going to market.

14. FORCE MAJEURE

GPS 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.

15. 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.

16. 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 otherwise indicated specifically in this document, consent and approvals shall not be unreasonably withheld, delayed or conditioned.

17. DELIVERABLES

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

18. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles. The parties agree that venue of any legal action arising out of this Agreement or incident thereto shall be proper in a court of competent jurisdiction in Minnehaha County, South Dakota, and each party waives any objection to such venue.

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 GPS. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Acknowledged and Accepted by:

Party (client) receiving services:

City of Mitchell, SD

NAME _____

TITLE _____

SIGNATURE _____

DATE _____

Party (consultant) providing services:

Great Plains Sponsorships, Inc.

Ryan A. Query

Founder & President

SIGNATURE _____

DATE _____