

12.1

Mayor's Office: Council Agenda Item Request Form
*This form and supporting documents (if applicable) are due the Wednesday
before the COW meeting by noon.*

Date Received (office use)

Date of Request	10/18/17
Requesting Staff Member	Carlton Christensen
Requested Council Date	10/24/17
Topic/Discussion Title	Follow-up discussion and consideration for approving a resolution for the naming rights agreement with Mountain America Credit Union for the South Towne Expo Center.
Description	Salt Lake County has negotiated a naming rights agreement for the South Towne Expo Center for \$3,993,924 over a 10-year period. Per the council's direction, this agreement has been slightly altered to clarify facility naming arrangements.
Requested Action¹	Discussion/Direction
Presenter(s)	Carlton Christensen, Director, Dept. of Regional Transportation, Housing, and Economic Development and Dan Hayes, SMG
Time Needed²	15 minutes
Time Sensitive³	Yes
Specific Time(s)⁴	
Contact Name & Phone	Carlton, 8-7032
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	Updated draft of the agreement will be sent over by Friday morning.

Mayor or Designee approval: _____



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. _____

DATE _____

RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE
NAMING RIGHTS AGREEMENT WITH MOUNTAIN AMERICA FEDERAL
CREDIT UNION FOR THE SOUTH TOWNE EXPOSITION CENTER

RECITALS

A. Salt Lake County ("County") operates the South Towne Exposition Center ("South Towne"); and

B. County desires the assistance of Mountain America Federal Credit Union ("Mountain America") to fund continuing operations of South Towne; and

C. County and Mountain America desire that the South Towne be named the "Mountain America Expo Center, a Salt Lake County Facility"; and

D. County and Mountain America have prepared the attached Agreement outlining how they will work together to implement the financing and naming of the theatre and gallery.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the attached Agreement is hereby approved; and the Mayor is hereby authorized to execute the original of said authorized and approved Agreement, a copy of which is attached as Exhibit 1, and by this reference made a part of this Resolution.

[Signature Lines to Follow]

APPROVED and ADOPTED this _____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL

By: _____
Steven DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

APPROVED AS TO FORM:



Adam Miller
Deputy District Attorney
Date: 15 Oct 2017

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____
Council Member Winder Newton voting	_____

NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT (this "Agreement"), effective January 1, 2018 ("Effective Date"), is made and entered into by and between SALT LAKE COUNTY, UTAH, a body corporate and politic of the State of Utah (the "County") and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation ("Mountain America").

WITNESSETH:

WHEREAS, the County owns South Towne Exposition Center, an exposition center having associated meeting rooms, exhibition halls, ballrooms, gathering places and hospitality facilities located at 9575 South State Street, Sandy, Utah 84070 (the "Facility"); and

WHEREAS, Mountain America now desires to obtain an exclusive license to name the Center during the Term; and

WHEREAS, the County desires to grant Mountain America the license to name the Center and related ancillary benefits in exchange for Mountain America's agreement to pay the consideration as outlined in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and covenants herein contained, the parties do hereby agree as follows:

1. The Facility. The County hereby represents it owns and, through a facility manager/operator ("Facility Manager"), operates the Facility. The Facility is an enclosed, all-weather, convention and special event venue which is generally open year-round, but nothing herein contained shall obligate the County to operate the Facility on any particular day or for any particular number of hours per day. The County reserves the right to alter the operating schedule of days and hours of the Facility at any time. However, the County will use good faith in the operation of the Facility. The County further represents it has the absolute right to grant to Mountain America an exclusive license to name the Facility.

a. Facility Management Company/Facility Manager. The County will contractually require any current or future Facility Management Company/Facility Manager to carry out the terms of this Agreement.

2. Term of the Agreement. The initial term of this Agreement shall commence on the Effective Date and shall expire ten (10) years from the Effective Date (the "Expiration Date"), unless extended or terminated in accordance with the terms hereof. Each year shall be considered a "Contract Year."

3. Grant of Naming Rights.

a. The County hereby grants to Mountain America during the Term the exclusive license to name the Facility pursuant to the terms and conditions of this Agreement (the "Naming Rights"). As of the Effective Date, the official name of the Facility shall be the "Mountain America Expo Center, a Salt Lake County Facility" (the "Facility Name"), unless amended or changed in accordance with this Agreement, and all signage, marketing and promotional materials will comply with Salt Lake County Ordinance Chapter 2.48. Both parties agree to use commercially reasonable efforts, contractually or otherwise, to require third parties to include the contracted Facility Name or either "Mountain America Expo Center" or "Mountain America Exposition Center" (the "Abbreviated Name(s)") in all advertising or other dissemination of information regarding the Facility. The County shall have the obligation to use the Facility Name in any contract negotiated with a Facility Manager in the future and in all instances in which business is conducted or information is released and a reference is made to the Facility. In no event shall the Facility Name be changed or altered by Mountain America without the prior written approval of the County. Such approval, however, shall not be unreasonably withheld, delayed, or conditioned.

b. Notwithstanding the grant of Naming Rights, the County shall have the unlimited right to offer, grant, sell or otherwise convey the right to name any subordinate portion of the Facility (the "Subordinate Naming Rights") to any third party; provided, however, the County shall not grant any Subordinate Naming Rights or sponsorship to a direct competitor of Mountain America that provides similar services as a primary portion of its business ("Direct Competitor").

c. Notwithstanding the grant of Naming Rights, the County shall have the right to maintain the dedication plaque in its current condition without changing the name of the facility.

4. Mountain America Services. For the purposes of this Agreement, the term "Services" shall mean all "financial services" which for purposes of this Agreement shall mean all "credit unions, commercial banks, investment banks, mortgage companies and credit card issuers." "Mountain America Services" shall mean all Services advertised and promoted by Mountain America under the "Mountain America" brand names.

5. Facility Logos.

a. Facility Logos. During the Term, the County and Mountain America shall develop, at Mountain America's sole cost and expense, a logo or other similar design or device incorporating "Mountain America" or "Mountain America Credit Union," "Expo Center," "a Salt Lake County Facility" and such additional appropriate words or designs that relate to or identify Mountain America and the Facility (the "Primary Logo"). Mountain America may develop, at Mountain America's sole cost and expense, derivative graphic designs and devices related to the Primary Logo to be used for ancillary marketing and promotional purposes pursuant this Agreement (the

"Secondary Logos"; collectively with the Primary Logo, the "Facility Logos"). The Secondary Logos may use the Abbreviated Name(s) so long as they are in compliance with the above referenced ordinance. In all events, the Facility Logos shall be mutually agreed upon by the County and Mountain America. In no event shall any of the Facility Logos be changed or altered by Mountain America without the prior written approval of the County, which approval shall not be unreasonably withheld, delayed or conditioned.

b. Use of the Facility Logos & Facility Name. During the Term, the County and Mountain America shall use the Facility Logos whenever use of a logo is appropriate, and shall use the Facility Name or Abbreviated Name(s) in all press releases, promotions, advertising, and other written and print materials where use of a logo is not appropriate. The Facility Name or Abbreviated Name(s) and Facility Logos shall be included on uniforms, badges, letterhead, collateral, and similar materials produced by Facility Manager after the Effective Date. The cost of producing these materials shall be borne by the County. Web and social media pages shall be updated to include the new Facility Name or Abbreviated Name(s) and Facility Logos as soon as reasonably possible after the Effective Date.

c. Use of "South Towne Expo Center" Logo. The County and the Facility Manager shall have the right to deplete any inventory (e.g., brochures, flyers, letterhead, badges, and uniforms) of produced materials using the "South Towne Expo Center" name and logo. However, under no circumstances shall the "South Towne Expo Center" logo be used beyond six (6) months from the Effective Date, regardless of any remaining inventory. Nevertheless, during those first six (6) months, Mountain America may purchase South Towne Expo Center inventory, without markup, for destruction. The County shall require the Facility Manager to order any and all new inventory after the Effective Date with the Facility Name or Abbreviated Name(s) and Facility Logos (as appropriate) and shall make such requirement an obligation in any contract negotiated with a Facility Manager in the future.

6. Signage.

a. Exterior and Interior Facility Signage. In connection with the Naming Rights granted to Mountain America hereunder, Mountain America shall be entitled to have certain signage or other forms of exposure of the Facility Name and Facility Logos placed conspicuously in, on and around the Facility (the "Signage") as is further outlined in Schedule A. It is mutually understood that the current signage on the Facility is minimal and additional signage may be desired by Mountain America. The appearance, location, quantity and size of all Signage shall be mutually agreed upon by Mountain America and the County. Approvals shall not be unreasonably withheld, delayed or conditioned. The appearance, location and size of any and all Signage shall be consistent with local regulations and applicable laws, including building codes. With the exception of temporary signage used in connection with an event, the County shall not permit any signage of a Direct Competitor of Mountain America to be installed at any location at the Facility and the County shall not permit the obstruction of any Mountain America Signage.

b. Production and Installation. Other than as stated herein, Mountain America shall be responsible for paying all costs and expenses associated with the design, permitting, preparation, production, mounting and installation of all exterior and interior Signage, which amounts shall be in addition to, and not a part of, the Naming Rights Fee (as defined in Section 15); however, the County and the Facility Manager shall contribute up to \$15,000 for the initial signage production and installation. The County shall, or cause the Facility Manager to, hire one or more contractors reasonably acceptable to Mountain America to mount and install the Signage. All costs shall be approved in advance by Mountain America.

c. Maintenance. Following the design, preparation, production, mounting and installation of the Signage, the County shall be responsible for paying costs related to illuminating any Signage and paying the costs and expenses associated with the routine maintenance (but not replacement) of all Signage. The County's opportunity to commence repairs shall not exceed fifteen (15) days after written notice unless such delay is caused by forces outside of the control of the County.

d. Removal and Replacement of Signage. Mountain America shall be responsible for all costs and expenses associated with the removal, destruction, discarding, or replacement of the exterior Signage existing as of the Effective Date, and removal and replacement should Mountain America determine the Signage is in need of removal and replacement due to a substitution, modification or change of the Facility Name or Facility Logos during the Term. Mountain America shall not be responsible for paying costs and expenses associated with the removal, destruction, discarding, or replacement of the interior Signage, not related to facility Naming Rights, existing as of the Effective Date unless Mountain America proposes to add the Facility Name to any interior Signage existing as of the Effective Date.

e. Third Party Signs. Mountain America and the County shall use commercially reasonable efforts to cause any existing and future third party roadway, wayfinding or other signs referencing the Facility (the "Third Party Signs") to identify the Facility by the Facility Name or Abbreviated Name(s) and Facility Logos.

f. Third Party Signs as of the Effective Date. Notwithstanding anything herein to the contrary, the County and Mountain America understand and acknowledge that, prior to the Effective Date, a number of signs owned by third parties referring to the Facility as the "South Towne Expo Center" have been physically incorporated in various signs, sidewalks, kiosks, and/or building structures that cannot be modified or changed except at considerable cost and expense, and the parties agree the failure to modify such signs will not constitute a breach of this Agreement. To the extent Mountain America desires any Third Party Signs in existence as of the Effective Date be replaced or modified to include the Facility Name or Abbreviated Name(s) and/or the Facility Logos, and the cost to replace and/or modify any such Third Party Sign is not borne by the controlling body that owns or controls such Third Party Sign, then the cost

and expense of designing, purchasing, constructing, and installing any replacement or modified Third Party Signs will be paid for by Mountain America.

7. Sponsorship Benefits. For the purpose of recognizing Mountain America's status as exclusive Naming Rights designee and "Official Financial Services Sponsor" of the Facility, the County agrees Mountain America shall receive certain sponsorship benefits as are hereinafter described and as may be proposed, developed and implemented or as may be mutually agreed by the parties hereto as well as any further Sponsorship Benefits as listed in Schedule A, attached hereto, which shall run the term of the Agreement.

8. Subsequent Facility Name Change. If Mountain America or its successor or assignee changes or causes the change of the Facility Name or Facility Logos in accordance with the terms of this Agreement, after receiving the County's prior written approval in accordance with Sections 3 and 5, Mountain America shall pay, or cause its successor or assignee to pay, all costs and expenses associated therewith, including the cost and expense of: (a) removing, destroying and/or discarding Signage reflecting the prior Facility Name and/or Facility Logos, (b) preparing, producing, replacing, mounting and installing new or altered Signage to reflect the changed Facility Name and/or Facility Logos, (c) removing, destroying or discarding merchandise, equipment and other collateral materials related to the Facility branding, promotion and publicity displaying the prior Facility Name and/or Facility Logos, and (d) preparing, producing, replacing and distributing merchandise, equipment or other collateral materials related to the Facility branding, promotion and publicity reflecting the changed Facility Name and/or Facility Logos.

9. Third Party Marketing and Promotional Materials. The County and Mountain America agree that each shall use commercially reasonable efforts during the Term to cause the media, advertisers, promoters, sponsors, service providers, parties holding events at the Facility, and other third parties to identify the Facility by the Facility Name or Abbreviated Name(s) and to incorporate the Facility Name or Abbreviated Name(s) and Facility Logos into all advertising and promotional materials that identify the Facility published or distributed by such party at no cost to Mountain America; provided, however, any failure of such parties to refer to the Facility by the Facility Name or Abbreviated Name(s) and incorporate the Facility Logos shall not be considered a breach of this Agreement

10. Trademarks.

a. Ownership of Facility Trademarks. The County and Mountain America agree that Mountain America shall own all right, title and interest in the Facility Name, Facility Logos, and/or any stylized form or combination thereof, as may be modified throughout the Term, including the trademarks and copyrights associated therewith ("Facility Trademarks"). Mountain America shall license or acquire from the creator(s) of the Facility Logos "artist's design" sufficient rights, including rights in any copyright, to permit unrestricted use of the trademarks associated with the Facility Trademarks.

b. License to Use Facility Trademarks. Mountain America hereby grants to the County an unlimited, nonexclusive, irrevocable, royalty-free license (with right to sublicense) to use the Facility Trademarks, as hereafter changed, amended, or created hereunder, for any and all purposes related the Facility.

c. Independent Trademarks. Except as to the Facility Trademarks or as expressly provided in this Agreement, the County and Mountain America shall retain all ownership, right and title in their respective trademarks, service marks, trade names, insignia, symbols, logos, decorative designs or the like ("Independent Marks"), and neither party shall use any Independent Mark owned by, or licensed or sublicensed to, the other party without the other party's prior written consent. Each party agrees that any use of the other party's Independent Marks under this Agreement will inure to the benefit of and be on behalf of the owning party and will terminate upon the expiration or prior termination of this Agreement.

d. Unauthorized Use of Independent Trademarks. Notwithstanding anything herein to the contrary, the use of the Independent Marks shall be subject at all times to the reasonable approval of the owning party. If the County or Mountain America becomes aware of any unauthorized use of the Independent Marks, then such party shall promptly notify the other party of such unauthorized use of the Independent Marks of which the notifying party has actual knowledge. Both the County and Mountain America shall use commercially reasonable efforts to prevent and/or correct any unauthorized use of the Independent Marks.

11. The County Approval Rights.

a. Mountain America acknowledges and agrees the County has an interest in maintaining and protecting the image and reputation of its name, logo and trademark (hereinafter referred to as the "County Trademarks"), and in order to accomplish this purpose, the County must in all cases assure itself that the Facility Logos are at all times used in a manner consistent with the standards and guidelines established by the County. Mountain America agrees that the County has the right to examine and to approve or disapprove in advance of use the contents, appearance and presentation of any and all materials proposed to be used by Mountain America which uses or incorporates the County Trademarks. Mountain America therefore agrees it will not produce, publish or in any manner use or distribute any such materials which have not been submitted to and approved in writing in advance by the County.

b. Mountain America agree to submit to the County, at the addresses set forth in Section 17 below, for its examination and approval or disapproval, in advance of use, a sample of any proposed use of the County Trademarks. The County agrees it will promptly examine and either approve or disapprove such submissions, and Mountain America will be promptly notified by the County of its approval or disapproval. The County agrees it will not unreasonably disapprove any such submission and, if any is disapproved, that Mountain America will be advised of the specific reasons for disapproval. The County agrees that any materials submitted to the address below may be

deemed by Mountain America to have been approved if the same are not disapproved in writing within fifteen (15) days of receipt by the County.

12. Mountain America Approval Rights.

a. (a) The County acknowledges and agrees Mountain America has an interest in maintaining and protecting the image and reputation of the Mountain America name, logo and trademarks (hereinafter referred to as the "Mountain America Trademarks"), and that in order to accomplish this purpose, Mountain America must in all cases assure itself that the Facility Logos (which will incorporate the name "Mountain America") are at all times used in a manner consistent with the standards and guidelines established by Mountain America. The County agrees that Mountain America has the right to examine and to approve or disapprove in advance of use the contents, appearance and presentation of any and all materials proposed to be used by the County which uses or incorporates the Mountain America Trademarks. The County therefore agrees it will not produce, publish or in any manner use or distribute any such materials which have not been submitted to and approved in writing in advance by Mountain America. However, once the use of Facility Trademarks is approved by Mountain America for use in a specific medium, that use shall be deemed appropriate for all future use during the Term of the Agreement.

b. The County agrees to submit to Mountain America, at the address set forth Section 17 below for its examination and approval or disapproval, in advance of use, a sample of any proposed use of the Mountain America Trademarks. Mountain America agrees it will promptly examine and either approve or disapprove such submissions, and that the County will be promptly notified by Mountain America of its approval or disapproval. Mountain America agrees that it will not unreasonably disapprove any such submission and, if any is disapproved, that the County will be advised of the specific reasons for disapproval. Mountain America agrees that any materials submitted hereunder at the address set forth below may be deemed by the County to have been approved if the same are not disapproved in writing within fifteen (15) days of receipt by Mountain America.

13. Mountain America Banking Services. The County agrees, to the extent Mountain America provides banking services on a commercially reasonable basis and at commercially competitive rates, the County shall use, and shall use good faith efforts to require the Facility Manager to use, Mountain America banking services in connection with the operation of the Facility and shall make such requirement an obligation in any contract negotiated with a Facility Manager in the future. Accordingly, a transition to Mountain America Banking Services will begin upon the Effective Date, understanding the County Treasurer's requirement that Banking Platform services be in place prior to transfer, with services added as they become available and/or ready (understanding that Mountain America is moving to a new platform for certain services). The parties agree to work together to create a timeline for transitioning each service. However, a full transition to Mountain America Banking Services shall be completed no later than thirty (30) days after Mountain America implements its new Banking Platform ("Banking

Services Transition Date"). "Banking Platform" and "Banking Services" shall include, but are not limited to, business checking, sweep services, Positive Pay and payroll.

14. Options for ATM's in the Facility. Mountain America shall have an option, to be exercised within six (6) months from the Effective Date, to install Mountain America ATMs in the Facility at the two current ATM locations. The location and number of any additional ATMs shall be approved in advance by the County. All costs and expenses of such ATMs, including installation, maintenance, staffing and removal, shall be the sole responsibility of Mountain America. Should Mountain America fail to exercise the option contained in this paragraph, County agrees the only ATM's to be permitted in the Facility will be generically branded (not have the brand of a Direct Competitor of Mountain America). Further, the County shall offer to Mountain America the first right to install, on an as needed basis, additional ATMs in the Facility. Mountain America shall have thirty (30) days from the date of the request for additional ATMs by the County to respond. If Mountain America declines the request or fails to respond within the thirty (30) day time period, the County shall have the right to install additional, non-branded ATMs as needed.

15. Compensation to the County. In consideration of the rights, privileges, and benefits granted under this Agreement, Mountain America shall pay to the County compensation during the Term as set forth in Exhibit A ("Naming Rights Fee"). The Naming Rights Fee shall be payable upon execution of the parties and no later than thirty (30) days following the first day of the then-current Contract Year.

16. Payments. All payments shall be paid by way of check made payable to "Salt Lake County" and mailed to the County at its address set forth in Section 17, or such other address as is designated by the County in writing and in advance.

17. Submissions and Notices. Any notices required or permitted hereunder shall be considered as duly made if delivered by first class mail, express package or delivery service or hand delivery to the party for which it is intended at the following address:

To the County:

Director, Department of Regional Transportation,
Housing and Economic Development
2001 South State Street, Suite S2-100
P.O. Box 144575
Salt Lake City, UT 84114-4575

With a copy to Facility Manager:

SMG – Salt Palace Convention Center
General Manager
100 South West Temple
Salt Lake City, UT 84101

To Mountain America:

Mountain America Credit Union
Attn: Marketing Department
7181 S. Campus View Dr.
West Jordan, Utah 84084

If any party requires a change in location for delivery of submissions and notices said party will provide the other party thirty (30) days prior written notice of said changes.

18. Indemnity. Mountain America agrees to protect, indemnify and save harmless the County, and their authorized agents, officers, executives or representatives, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever arising out of, or in any way connected with, the activities of Mountain America and its invitees while at the Facility, or any claim or action for death, illness, injury or other loss arising out of alleged defects or deficiencies in Mountain America services, provided Mountain America be given prompt notice of any such action or claim.

19. Governmental Immunity. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (2011). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

20. Reservation of Rights. All rights not herein specifically granted to Mountain America by the County shall be and remain the property of the County to be used in any manner as it may deem appropriate.

21. Warranty. The County and Mountain America hereby warrant each is free to enter into this Agreement and to grant the rights herein granted and to render the Services herein described.

22. Termination.

a. Termination for Default. If either party at any time during the period of this Agreement shall (a) fail to make any payment of any sum of money herein specified to be made, or (b) fail to observe or perform any of the covenants, agreements or obligations hereunder (other than the payment of money) the non-defaulting party may

terminate this Agreement as follows: as to (a) if such payment is not made within thirty (30) days after the defaulting party shall have received written notice of such failure to make payment, or as to (b) if such default is not cured within sixty (60) days after the defaulting party shall have received written notice specifying in reasonable detail the nature of such default; provided, however, that if such default cannot reasonably be cured within sixty (60) days, then the defaulting party shall have so much time as is reasonably necessary to effect such remedy providing the defaulting party proceeds in good faith and with diligence and continuity to remedy the default. Failure to terminate this Agreement pursuant to this section shall not effect or constitute a waiver of any remedies the non-defaulting party would have been entitled to demand in the absence of this section, whether by way of damages, termination or otherwise. Termination of this Agreement for whatever reason shall be without prejudice to the rights and liabilities of either party to the other in respect of any matter arising under this Agreement.

b. Renewal. Mountain America will have the right to negotiate exclusively with the County for a period of 120 days commencing June 1, 2027 (the "Exclusive Negotiating Period") with respect to the renewal of this Agreement beyond the Term. In the event the Parties are unable to reach agreement on terms for a renewal, then at the end of the Exclusive Negotiating Period, the County will be free to solicit and negotiate with any one (including but not limited to competitors of Mountain America).

c. Bankruptcy. Notwithstanding anything in Section 23(a) to the contrary, if either party shall become bankrupt or insolvent, or if either party's business shall be placed in the hands of a receiver or trustee, whether by voluntary act of such party or otherwise, then the Term shall, at the option of the other party, immediately terminate.

d. Effect of Termination. Upon termination of this Agreement, unless stated otherwise under this Agreement, the rights and obligations of the parties under this Agreement shall cease immediately upon termination. Upon termination, Mountain America shall have the right to remove and retain any signage referencing its name and/or logo.

e. Non-Funding Clause. It is understood and agreed by the parties hereto that funds are not presently available for performance of this Agreement by the County beyond December 31, 2017, the close of the County's current fiscal year. The County's obligation for performance of this Agreement beyond that date is contingent upon funds being appropriated for continued operation of the Exposition Center or performance due under this Agreement. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year by the County for operation of the Exposition Center or performance due under this Agreement, for the current or any succeeding fiscal year, this Agreement shall create no obligation on the County as to such current or succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated. In the event of a reduction in appropriations, this Agreement shall terminate and become null and void on the last day before the reduction becomes effective, except as to those portions of for

operation of the Exposition Center or performance due under this Agreement agreed upon for which funds shall have been appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or an event of default under this Agreement and said termination shall be without penalty, additional payments, or other expense to the County of any kind whatsoever. No right of action for damages or other relief shall accrue to the benefit of Mountain America, its successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

23. Advertising After Termination. It is understood and agreed by Mountain America that upon the expiration or termination of the Term hereof for whatever reason, all of the rights of Mountain America to the use of the Facility Logos, and all of the rights of Mountain America to refer to Mountain America as the "Official Financial Services Sponsor" or "Naming Rights Designee" of the Facility, and any other rights to make any reference to the Facility, shall thereupon expire absolutely, and Mountain America shall not thereafter make any use whatsoever of the Facility Logos, or make any other reference in advertising to the Facility. Notwithstanding the foregoing, the parties may continue to distribute any existing printed materials at the expiration of the Term hereof, provided such materials were produced and printed only in reasonable anticipation of the requirements of the respective parties for the Term.

24. Waiver. The failure of either party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions.

25. Assignment.

a. This Agreement shall bind and inure to the benefit of the County, including their successors and assigns.

b. The rights granted Mountain America hereunder shall be personal to it and shall not, without the prior written consent of the County, be transferred or assigned to any other entity. In the event of the merger or consolidation of Mountain America with any other entity which is not a subsidiary or not an entity presently related to or affiliated with Mountain America, or in the event Mountain America shall intend to sell, assign or otherwise dispose of its business relating to Services, Mountain America shall notify the County of such fact within thirty (30) days after the event, and the County shall have the right to terminate this Agreement hereof by so notifying Mountain America within sixty (60) days after receiving notice of such merger, consolidation, sale, assignment or transfer.

26. Force Majeure. If the performance by any party of any obligation set forth in this Agreement (other than the payment of money) is prevented by an act of God, force majeure or similar contingency or unexpected event, or for any other cause or causes

beyond the control of any party, and such occurrence shall be considered a valid excuse for non-performance or delay in the performance of the obligations hereunder.

27. Limitation of Liability. Under no circumstances shall the County or Mountain America be liable to the other party or any other person or entity for special, incidental, consequential or indirect damages, loss of good will or business profits, or any and all other commercial damages or loss, or exemplary damages. If the County shall be in default of its obligations hereunder during any Contract Year, the amount of damages for which the County may be held liable shall not exceed the amount of cash compensation paid to the County hereunder with respect to such Contract Year.

28. Significance of Headings. Section headings contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as though sub-section headings had been omitted.

29. Entire Agreement. This writing constitutes the entire agreement between the parties hereof and may not be changed or modified except by a writing signed by the party or parties to be charged thereby.

30. No Joint Venture/Tenancy. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or landlord/tenant relationship between the County or Mountain America. No party shall have any right to obligate or bind any other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

31. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without giving effect to the principles of conflict of laws. Any dispute regarding this Agreement shall only be brought in a state or federal court of competent jurisdiction in the State of Utah. Each party hereby irrevocably submits to the exclusive jurisdiction of any such court for purposes of any action arising out of this Agreement.

32. Execution and Delivery Required. This instrument shall not be considered to be a binding agreement unless and until signed by all parties noted at the appropriate place at the conclusion of this instrument. Acceptance of the offer made herein is expressly limited to the terms of the offer. An electronic version of this Agreement, if executed and delivered by each party, shall be binding upon the parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SALT LAKE COUNTY

MOUNTAIN AMERICA CREDIT UNION

By: _____

By: Sharon Cook

Name: _____

Name: Sharon Cook

Title: _____

Title: CMO

Date: _____

Date: 10/19/17

Administrative Approval

By: _____

Carlton Christensen Director
Department of Regional Transportation,
Housing and Economic Development

APPROVED AS TO FORM
District Attorney's Office

By: Adam Miller
Attorney

ADAM MILLER

Date: 20 Oct 2017

Exhibit A

Naming Rights Fee

	Contract Year	Calculation	Total
1	Jan. 1, 2018 – Dec. 31, 2018	\$350,000	\$350,000
2	Jan. 1, 2019 – Dec. 31, 2019	\$350,000 X 1.029	\$360,150
3	Jan. 1, 2020 – Dec. 31, 2020	\$360,150 X 1.029	\$370,594
4	Jan. 1, 2021 – Dec. 31, 2021	\$370,594 X 1.029	\$381,341
5	Jan. 1, 2022 – Dec. 31, 2022	\$381,341 X 1.029	\$392,400
6	Jan. 1, 2023 – Dec. 31, 2023	\$392,400 X 1.029	\$403,780
7	Jan. 1, 2024 – Dec. 31, 2024	\$403,780 X 1.029	\$415,489
8	Jan. 1, 2025 – Dec. 31, 2025	\$415,489 X 1.029	\$427,538
9	Jan. 1, 2026 – Dec. 31, 2026	\$427,538 X 1.029	\$439,937
10	Jan. 1, 2027 – Dec. 31, 2027	\$439,937 X 1.029	\$452,695

Schedule A

Naming Rights Sponsorship Benefits

Signage:

- All current signage and collateral that states, “South Towne Expo Center” to be changed to “Mountain America Expo Center, a Salt Lake County Facility” or “Mountain America Expo Center,” and shall comply with Salt Lake County Ordinance Chapter 2.48.
- MACU branding included on all entrance signage
- Mountain America Branding on all internal and external digital signage.
 - Includes naming recognition on all internal billboards, video boards, and directional signage
 - Mountain America branding on external digital marquee signage
 - Mountain America to receive 30% of the rotational time on all digital signage (internal and external).
 - From time to time digital signage maintenance, repair, and replacement will be necessary. Facility Manager will make reasonable efforts to complete such work in a timely fashion.
- Exhibit halls and meeting rooms to be renamed as follows: Exhibit Halls will be named Mountain Hall 1, 2, 3, etc. Meeting rooms to be named Eagle Room 1, 2, 3, etc.
- County or Facility Manager will request Sandy City and/or Utah Department of Transportation to include Naming rights recognition on all highway and downtown street directional signage
- Concession Signage. Mountain America has the right to display letter size easel displays or similarly small-sized promotion materials to sit on the counter at the point of sale in the concession stands.
- Understanding the current signage on the exterior of the facility is minimal and that additional signage would be beneficial, if Mountain America would like to add additional signage outside or inside the facility, it may do so with the approval of the County, which approval will not be unreasonable withheld, and Mountain America shall cover all production and installation/removal costs.
- All current naming signage replacement production and installation/removal costs to be the responsibility of Mountain America. However, Facility Manager to maintain all signage after installation.

Exclusivity:

- Financial Institution exclusivity with the County at the Facility inside and outside of the premise as it relates to promoting other banks or credit unions and their products or services.
- Facility Manager to introduce Mountain America to promoters for public shows so Mountain America can work with promoters to become a booth vendor and/or event sponsor. Promoters reserve the right to work with other financial entities so as not to

limit the number of events at the Expo Center thereby protecting Mountain America in ensuring the facility continue to host as many events as possible increasing Mountain America's exposure as the naming rights partner.

Media Benefits:

- Facility Manager will use commercially reasonable efforts to ensure promoters refer to the naming rights partner when referencing events at the building in all event promotion including paid media.
- Facility Name or Abbreviated Name(s) and Mountain America information to be referenced on "hold messaging" for telephone callers to the facility as the current and any future phone system allows. Messaging to be created by Mountain America and Facility Manager shall retain approval rights, which shall not be unreasonably withheld.

Promotion:

- Facility Manager shall make reasonable introductions and assist in the coordination of meetings between Mountain America and promoters to facilitate special offers for MACU members/employees and cross promotional opportunities (examples: extra .25% off auto loans for auto show attendees, promoter to offer a 10% discount on tickets to each patron who pays with a MACU debit or credit card at the box office, pre-sale access for Mountain America's employees, etc.

Internet/Social Media:

- Mountain America shall receive a permanent banner ad on the Facility page of the Visit Salt Lake website that directs visitors to Mountain America Credit Union's webpage.
- The County will direct the Facility Manager to have Visit Salt Lake post a monthly promotion on all social media pages promoting ticket giveaways, etc., which shall increase awareness of events. Mountain America to be tagged in these social posts.
- Visit Salt Lake will post on Visit Salt Lake's social media pages a 'press release' announcing the Expo Center's new naming rights partner.
- All social media pages of the Expo Center will be updated to reflect the new name or Abbreviated Name(s) and reasonable efforts will be taken to update third party websites to reflect the change, including Visit Salt Lake.
- Logos included in the photo image of the Facility's social pages.

Database:

- Mountain America to receive access to calendar and contact list of Facility Manager to facilitate Mountain America's ability to coordinate with promoters, etc.
- Facility operator shall assist with promotional opportunities to its employees via payroll services (offers included in envelopes with paystubs from time to time), offers

posted in breakrooms, and Mountain America shall be invited to interact with employees at operator's annual meeting.

- Mountain America to receive exposure on Facility Manager's email correspondence about events at the facility.

Event Marketing:

- Naming Rights partner to receive the ability to bring in a permanent lobby activation exhibit that is interactive with those who attend (i.e. Photo booth). Footprint and exhibit to be approved by Facility Manager and County, which shall not be unreasonably withheld. From time to time, events will utilize lobby space for event activity that may impede the Naming Rights partner's lobby exhibit. In these circumstances, the Facility Manager will make best efforts to provide space in unlicensed lobby or plaza area for the Naming Rights partner to activate.
- Naming rights partner will have the option to host up to three (3), one day, events at the facility each year based on availability and subject to the facility's booking policy. Rental fee to be waived for these events and Mountain America to cover all food, beverage, and staffing costs.

Community Relations:

- In addition to the events referenced in the Events Marketing section, Mountain America Credit Union will have the option to host a quarterly, one day, Financial Literacy class, with the rental fee waived in a meeting room at the Facility. Scheduling to be based on availability and subject to the Facility's booking policy.
- The County, through the Facility Manager, and Mountain America to mutually agree upon promotion of these classes in accordance with Paragraphs 11 and 12 of the Agreement

Tickets:

- Mountain America shall have the right to receive 20-30 tickets from Facility Manager to all public shows depending on the quantity provided by the promoter. If Facility Manager receives more than 50 tickets, then it shall make at least 80 percent of the excess available to Mountain America. Amount will vary based on the event and shall be used to promote events and reward Mountain America members/employees.

Fulfillment & Activation:

- Naming rights partner will receive an annual performance report that itemizes the benefits and value of the sponsorship.
- The fulfillment report would provide reporting of the sponsorships performance (I.e. media coverage relating to the name usage, etc.)
 - Attendance statistics
 - Web statistics
 - Internet/Social Media Impressions

- Information on event advertising buys shared by promoters in response to facility operator's query

Mountain America and Facility Manager to make best efforts to hold a monthly meeting to discuss upcoming events, activation opportunities, and ways to maximize the partnership.