

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is made and entered into as of the 30th day of March, 2023 (the “Effective Date”) by and between The Arts and Recreation Foundation of Overland Park, Inc. (“Company” or “ARFOP”) and First National Bank of Omaha (“Sponsor” or “FNBO”).

WHEREAS, Company is the organizer and operator of the Luminary Walk (“Event”) at the Overland Park Arboretum & Botanical Gardens;

WHEREAS, Company desires to have presenting sponsors to provide financial support for the 2023 Event, scheduled to take place for eight (8) weekend evenings following Thanksgiving in 2023 (Nov. 24, 25, and 30, Dec. 1, 2, 7, 8, 9, 14, 15, and 16);

WHEREAS, Sponsor desires to provide financial support to Company and be recognized as a Presenting Sponsor of the 2023 Event, and have an option to serve as a Presenting Sponsor for future Events.

NOW, THEREFORE, for good and valuable consideration, the parties hereto, intending to be legally bound hereby, hereto agree as follows:

1. Sponsor agrees to make a total contribution of \$10,000 to Company (the “Financial Support”) to be used in conjunction with the Event. The Financial Support will be paid within thirty (30) days of the Effective Date of this Agreement.
2. In consideration of the Financial Support, Sponsor shall be recognized as a Presenting Sponsor of the Event and receive the benefits set forth herein and in Exhibit A, which is attached hereto and incorporated herein by this reference.
3.
 - (a) Sponsor grants to Company a non-exclusive royalty-free right and license to use the Sponsor’s trademarks, service marks, logos or other business names or symbols (“Sponsor Marks”) for the purpose of recognizing Sponsor as a Presenting Sponsor of the Event in advertisements or promotional activities for the Event. Company agrees to use the Sponsor Marks in a manner acceptable to the Sponsor. Sponsor warrants that it has full right and authority to grant such license.
 - (b) Company grants to Sponsor a non-exclusive royalty-free right and license to use of Company and Event trademarks, service marks, logos or other business names or symbols (“Event Marks”) for the purpose of promoting sponsorship of the Event in advertisements or promotional activities for the Event. Sponsor agrees to use Event Marks in a manner acceptable to Company. Company warrants that it has full right and authority to grant such license.
4. Company agrees that Sponsor shall be the exclusive sponsor in the Category (as defined hereinafter) of the Event. The Category shall be defined as follows: the banking category, including but not limited to national banking associations, state banks, savings and loan

institutions, thrift institutions/associations, and credit unions, and shall be limited to products and services traditionally associated with the retail consumer and business banking industry (*i.e.*, deposit, checking, loan and credit/debit card products and services; on-line consumer and business banking products; and ATMs). Company agrees that Sponsor will be the exclusive sponsor for all forms of advertising, marketing or promotional rights regarding the Category.

5. With respect to any advertising or promotional materials for the Event displaying Sponsor's Marks and to be published, printed, distributed or otherwise displayed by Company (collectively "Promotion Materials"), Company shall prepare and produce such Promotion Materials for the approval of the Sponsor at Company's sole expense. The form, content and presentation of the Promotion Materials shall be approved by the Sponsor in writing, which approval shall not be reasonably withheld. Production, installation and ongoing maintenance of any signage are the sole responsibility of Company.
6. Nothing herein shall be construed to create a joint venture, partnership or other similar relationship between the parties.
7. Company grants Sponsor the option to serve as a Presenting Sponsor of the 2024 Event. Sponsor must exercise said option on or before April 30, 2024 by providing written notice to Company of its election to exercise said option. Company and Sponsor shall thereafter timely enter into an event sponsorship agreement for the 2024 Event.
8. The term of this Agreement shall commence on the day of execution hereof and continue through the last day of the Event. This Agreement may be terminated immediately by either party upon a breach of the Agreement by the other party.
9.
 - (a) Sponsor shall defend, indemnify and hold harmless Company and its employees, members, directors, agents, affiliates, subsidiaries and officers from and against any and all claims, damages, causes of action, judgments, liens, losses and costs and liabilities including, without limitation, reasonable attorneys' fees and other litigation expenses arising from: (i) any breach of any of the terms, warranties or representations of this Agreement by Sponsor; (ii) any claims of libel, slander, improper trade practice, illegal competition, copyright infringement, trademark infringement, or license infringement related to any of the Sponsor's Marks (as defined in Section 3(a) above); and (iii) the negligence or intentional misconduct of Sponsor, its employees, officers, directors, agents or subcontractors; except to the extent that such damages, claims, losses and judgments and costs incident thereto are caused by the negligence or intentional misconduct of any party seeking indemnification hereunder.
 - (b) Company shall defend, indemnify and hold harmless the Sponsor and its employees, members, directors, officers, agents, affiliates, and subsidiaries from and against any and all claims, damages, causes of action, judgments, liens, losses and costs and liabilities including, without limitation, reasonable attorneys' fees and other litigation

expenses arising from: (i) any breach of any of the terms, warranties or representations of this Agreement by Company; (ii) any claims of libel, slander, improper trade practice, illegal competition, copyright infringement, trademark infringement, or license infringement related to any of Event Marks (as defined in Section 3(b) above); or (iii) any negligence or intentional misconduct of Company, its employees, officers, directors, agents or subcontractors; except to the extent that such damages, claims, losses and judgments and costs incident thereto are caused by the negligence or intentional misconduct of any party seeking indemnification hereunder.

- (c) The indemnified party shall notify the indemnifying party immediately upon its receipt of notice of a claim to which Sections (a) and (b) of this paragraph 9 may apply. After accepting the defense of the claim of indemnified party, the indemnifying party shall have sole control of the defense of the claim and all negotiations for the settlement or compromise thereof at its own cost and expense, including the cost and expense of attorneys' fees and disbursements in connection with such defense, settlement or compromise; provided, however, the indemnified party shall be entitled to participate in the same, at its own expense and with counsel of its choice, and no settlement or compromise shall be completed in the absence of the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. However, the need for such consent shall apply only to a monetary claim that does not involve the Sponsor or Event Marks (collectively, the "Marks"). The settlement or compromise of any claim that involves the Marks may be completed in the sole discretion of the owner(s) of such Marks and without the prior written consent of the other party. Further, the indemnifying party shall provide the indemnified party with reports regarding all significant developments regarding its defense of any applicable claim.
 - (d) Company shall carry at all times during the term of this Agreement: (i) Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and/or property damage liability. Company shall furnish the Sponsor with certificates of such insurance no later than thirty (30) days after the execution of this Agreement.
 - (e) Sponsor shall maintain in place adequate policies of insurance and/or a self-insured risk retention program sufficient to satisfy its responsibilities assumed herein.
10. This Agreement may not be assigned by either party without the prior written consent of the other.
 11. This Agreement shall be construed and governed in accordance with the laws of the State of Kansas.
 12. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns. Nothing in the Agreement, either express or implied, is intended to confer upon any other person or entity any rights or revenues under or by reason of this Agreement.

13. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, superseding any prior agreement, understanding, arrangement, warranty or representation, oral or written, express or implied, with respect to such subject matter. It may not be amended except by a writing signed by the parties hereto.
14. No waiver by either party to this Agreement at any time of any breach of the other party of or compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.
15. Sponsor has agreed only to act as a financial sponsor of the Event in accordance with, and to the extent provided by, the terms of this Agreement. Sponsor shall not be liable for any claims, damages, injuries, causes of action, judgments, liens, losses and costs and liabilities including, without limitation, reasonable attorneys' fees and other litigation expenses arising from Event activities and programs, or from the operation of the Events or the acts or omissions of Company's employees, officers, directors, independent contractors, volunteers, agents, or other persons acting for, or on behalf of, or in the name of Company (all of the foregoing collectively referred to as "Losses"). Company agrees to indemnify, defend and hold Sponsor harmless from any such Losses.
16. The rights and obligations of the parties in this Agreement that would by their nature or context be intended to survive the expiration or termination of this Agreement shall so survive.
17. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing party's control and without such party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockouts ("Force Majeure"). If any Force Majeure condition affects Company's ability to perform its obligations set forth hereunder, Company shall give written notice to Sponsor, and Company will offer mutually agreeable make-good benefits to Sponsor in direct and fair proportion to the benefits not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"), or at Sponsor's sole discretion Sponsor may elect to receive a full refund for the benefits not received. If Sponsor elects to receive the Make-Good Benefits, said Make-Good Benefits shall be subject to Sponsor's approval, which approval will not be unreasonably withheld or delayed.
18. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute a single instrument. Any facsimile copy, or other copy or reproduction of a single counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

The Arts and Recreation Foundation of
Overland Park, Inc.

First National Bank of Omaha

Signed: *Vicki Lilly*

Signed: *Brenda Hermanek*

Name: Vicki Lilly

Name: Brenda Hermanek

Title: Executive Director

Title: Director - Sponsorships

EXHIBIT A

BENEFITS

- Inclusion on print and online collateral promoting the 2023 Luminary Walk featuring “**Westlake Ace Hardware & FNBO present**” above the Luminary Walk logo/name.
- The FNBO logo on all print and online collateral.
- Social media exposure featuring approximately 1 post per week, November 1 – December 16, 2023, on pages maintained by ARFOP/Arboretum staff (OPABG, ARFOP, and FOTA accounts). The tag @fnbo will be used in Luminary social media posts.
- 100 complimentary tickets provided to FNBO for use at FNBO’s discretion.
- ARFOP will provide a \$2-off promo code (FNBO23) to FNBO to be distributed to FNBO banking customers and credit/debit cardholders to use when purchasing tickets online.
- FNBO name and logo displayed as a Presenting Sponsor everywhere the Luminary Walk logo appears, including but not limited to:
 - ARFOP website – Arboretum homepage
 - ARFOP website – Luminary Walk event page
 - Print advertising
 - Online advertising
 - Luminary Walk signage/banners at the Arboretum
 - Luminary Walk print tickets
 - Weekly email blasts to 50,000+ ARFOP email list beginning early November
 - Posters which ARFOP can make available for FNBO Kansas City area branches.
- Inclusion in online calendar listings on major KC family-activity websites – kcparent.com, ifamilykc.com, and more as identified.
- Inclusion in Cumulus Radio spots – 94.9 KCMO (holiday music), 95.7 the vibe, La Grande 1340 AM, and La X 1250 AM.
- Invitation for a representative of FNBO to participate in all radio and television engagements secured.
- “FNBO” decorated tree with signage at Luminary Walk.
- Opportunity for additional branded signage or materials provided by FNBO.

Certificate Of Completion

Envelope Id: EAE0B178B0754CDF9F26343D21BE3ABA	Status: Completed
Subject: Complete with DocuSign: Holiday Luminary Walk 2023 Sponsorship Agreement FINAL.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Teri Cavanaugh
Time Zone: (UTC-06:00) Central Time (US & Canada)	1620 Dodge St
	Omaha, NE 68197
	tcavanaugh@fnbo.com
	IP Address: 163.116.147.33

Record Tracking

Status: Original	Holder: Teri Cavanaugh	Location: DocuSign
3/31/2023 8:39:37 AM	tcavanaugh@fnbo.com	

Signer Events

Signer Events	Signature	Timestamp
Brenda Hermanek bhermanek@fnbo.com Security Level: Email, Account Authentication (None)	<i>Brenda Hermanek</i> Signature Adoption: Pre-selected Style Using IP Address: 163.116.147.32	Sent: 3/31/2023 8:41:48 AM Viewed: 3/31/2023 8:47:27 AM Signed: 3/31/2023 8:53:57 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Vicki Lilly Vicki.lilly@artsandrec-op.org Security Level: Email, Account Authentication (None)	<i>Vicki Lilly</i> Signature Adoption: Pre-selected Style Using IP Address: 64.136.203.59	Sent: 3/31/2023 8:53:58 AM Resent: 3/31/2023 9:14:18 AM Viewed: 3/31/2023 9:15:50 AM Signed: 3/31/2023 9:16:13 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Christopher Peterson christopherpeterson@fnbo.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/31/2023 9:16:14 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Dawn Ream dream@fnbo.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/31/2023 9:16:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2023 8:41:48 AM
Envelope Updated	Security Checked	3/31/2023 9:14:18 AM
Certified Delivered	Security Checked	3/31/2023 9:15:50 AM
Signing Complete	Security Checked	3/31/2023 9:16:13 AM
Completed	Security Checked	3/31/2023 9:16:15 AM

Payment Events	Status	Timestamps
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