



## SPONSORSHIP AGREEMENT

Victory Field  
501 W. Maryland St., Indianapolis, IN 46225  
P: (317) 269-3542 F: (317) 269-3541

This Sponsorship Agreement (this "Agreement") is between Indians, Inc., an Indiana corporation (the "Indians" and a "Party"), and the party whose name and address appears under SPONSOR in the signature block below (the "Sponsor," a "Party," and, collectively with the Indians, the "Parties"). The Parties agree as follows:

1. Term. This Agreement is effective as of the later date written in the signature block below (the "Effective Date") and will expire upon the conclusion of the Indians' 2025 season (the "Term").

2. Sponsorship Elements. The Indians shall provide the services listed in Exhibit A ("Sponsorship Elements") to Sponsor throughout the Term of this Agreement, subject to availability and scheduling.

3. Fees. Sponsor shall pay \$7,500 NET to the Indians in exchange for the Sponsorship Elements listed in Exhibit A. Sponsor shall remain solely responsible for and shall pay any advertising or similar agency fees and commissions. Payment is due to the Indians within 30 days of billing date. Billing date will be as follows: July 1<sup>st</sup> for \$7,500 Net. If Sponsor does not pay when due any amount payable to the Indians, such non-payment will constitute a breach of this Agreement.

4. Sponsorship Materials. Sponsor shall submit any advertising, press releases, signage, and other sponsorship materials ("Sponsorship Materials") to the Indians for prior approval. The Indians reserve the right to reject any Sponsorship Materials on the basis of content or use at its sole discretion. The Indians will not be held responsible for deviations in performance of this contract due to any rejected Sponsorship Materials or actions of Sponsor. Sponsor hereby agrees that, in the event of such rejection, Sponsor shall submit alternative Sponsorship Materials, or, in the alternative, negotiate in good faith with the Indians to agree upon a substitute service or remedy. Sponsor is responsible for the cost of all signage production and installation unless otherwise noted in Exhibit A. The Indians reserve the right to cover up any signage or other Sponsorship Materials during any events which are not Indians baseball games.

5. Assigns; Name Change; Relationship of the Parties. Neither Party shall have the right to transfer or assign its rights or obligations under this Agreement without the express prior written consent of the other Party, except that the Indians shall have the right to assign this Agreement or its rights hereunder if the Minor League Baseball franchise held by the Indians is sold and this Agreement is transferred to the new holder of the Minor League Baseball franchise and such holder and otherwise subject to Sponsor's rights hereunder. In the event Sponsor changes its name for any reason, Sponsor may request to change its name on all Sponsorship Materials by submitting Sponsorship Materials to the Indians. Upon such submission, the Parties shall cooperate with each other concerning the implementation and installation of such new Sponsorship Materials, subject to the provision of this Agreement. Sponsor shall be responsible for all costs incurred by the Indians in facilitating such name change on Sponsorship Materials. The relationship of the Parties created by this Agreement shall be that of independent contractors. Nothing contained in this Agreement shall be construed or interpreted as creating a relationship of joint ventures, partners, principal and agent, or employer and employee under any circumstances. No party shall have the power to obligate or bind the other in any manner except as set forth by the terms of this Agreement.

6. Intellectual Property. To the extent that any of the Sponsorship Elements includes the right by a Party to use any of the other Party's intellectual property, each Party hereby grants the other Party a non-exclusive, revocable, limited, and non-transferable right to use the intellectual property in connection with this Agreement throughout the Term. Each Party represents and warrants that it has the right to grant such right to use the Intellectual Property. Sponsor agrees that it may not make use of any of the Indians' intellectual property in any way without the prior approval of the Indians, and the Indians may revoke such approval in its sole discretion. The failure by Sponsor to obtain such prior approval, or the failure by Sponsor to stop using the Indians' intellectual property after such approval





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has been revoked, each constitute a breach of this Agreement. All right, title, and interest in and to the intellectual property shall remain the sole and exclusive property of such Party.

7. Force Majeure. The failure of either Party to comply with the terms and conditions of this Agreement because of an act of God, strike, labor troubles, pandemic or epidemic, war, fire, earthquake, natural disaster, act of terror or public enemies, action of federal, state, or local governmental authorities, or for any reason beyond the reasonable control of such Party, will not be deemed a breach of this Agreement.

8. Confidentiality. Each Party shall keep the information contained within this Agreement confidential and shall not, without prior written consent of both Parties, disclose such information in any manner whatsoever, in whole or in part, except as necessary to perform under or to enforce the terms and conditions of this Agreement or as may be required by law, including subpoena and court order. However, each Party has the right to disclose information to its respective directors, officers, owners, employees, and other agents ("Agents") solely for purposes pursuant to the negotiation, execution, and performance of this Agreement.

9. Good Behavior. The Indians may terminate this Agreement if Sponsor, or any of Sponsor's Agents, commission or participate in any act, situation, or occurrence which, in the Indians' sole judgment, brings Sponsor or the Indians into public disrepute, embarrassment, contempt, scandal, or ridicule, or failure by Sponsor to conform its or its Agents' conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values or reflecting unfavorably upon the Indians' reputation or overall primary mission and objectives, including acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities.

10. Indemnification. To the fullest extent permitted by law, each Party agrees to indemnify, defend, and hold the other party, including its Agents, harmless from any and all liability (including reasonable attorney's fees, costs and expenses) resulting from or related to any claim, complaint, or judgment for any negligent act or acts of intentional misconduct arising under this Agreement or any breach of this Agreement. Notwithstanding the above, Sponsor shall in all cases indemnify the Indians for (i) infringement of intellectual property rights arising out of any Sponsorship Materials submitted by Sponsor, or (ii) the conducting or operation any sweepstakes, promotion, or contest by Sponsor.

11. Choice of Law. In the event of any dispute under this Agreement, the laws of the state of the Indiana shall govern, without regard to its principles of conflict or choice of law, and the Parties hereby submit to the exclusive personal jurisdiction in the courts of Marion County, Indiana.

12. Entire Agreement; Amendments. This Agreement shall contain the entire Agreement of the Parties with respect to the subject matter of this Agreement and shall be deemed to supersede all prior Agreements, whether written or oral, and the terms and provisions of any such prior Agreement shall be deemed to have been merged into this Agreement. This Agreement may only be modified or altered by written instrument duly executed by each of the Parties.

13. Counterparts; Approval. This Agreement may be executed in counterparts by facsimile or electronic signature, each of which shall be deemed an original and each counterpart together shall constitute one document. This Agreement is not enforceable against the Indians without the signature of the Indians Vice President and Chief Commercial Officer or Senior Director of Corporate Sales and Activation.



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14. Severability. In the event any provision of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, then such provision shall be construed to give effect to its intent to the maximum extent permissible and shall not affect the validity or enforceability of any other provision in this Agreement. The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue any of its rights under this Agreement shall not be construed as a waiver of any such provision or the relinquishment of any such rights.

15. Termination; Remedies. In the event that either Party breaches this Agreement, the non-breaching Party may terminate this Agreement upon giving the breaching party 30 days prior written notice and if such breach is not remedied within 30 days of the sending of such notice. Notwithstanding the above, the Indians may terminate this Agreement immediately if Sponsor breaches this Agreement under Sections 8 or 9. If the Indians terminate this Agreement, then the Indians will have no further obligations under this Agreement to Sponsor, and Sponsor will continue to be liable to the Indians for such amount and for all other damages arising out of or resulting from Sponsor's breach, including the payment of all remaining sponsorship fees under Section 3. In the event Sponsor breaches this Agreement, the Indians may immediately terminate this Agreement. In the event litigation is needed to enforce this contract against Sponsor, the Indians shall be entitled to recover its costs, expenses, costs of collection, and reasonable attorneys' fees from Sponsor. Any and all damages arising out of a breach of this Agreement or the indemnification of Sponsor under Section 10 for which the Indians are liable are capped at the amount of the fees contained in Section 3.

16. Renewal. Sponsor will have first right of refusal after the 2025 season on the partnership elements listed in Exhibit A of this agreement. The Indians will offer Sponsor a renewal package on or before October 1, 2025. If Sponsor declines such renewal package or fails to accept the renewal package by November 1, 2025, then the Indians may offer such renewal package to third parties.

17. MLB PDL. Notwithstanding any other provision of this Agreement, this Agreement and the rights, exclusivities and protections granted by the Indians to Sponsor hereunder shall without any liability to MLB PDL or the Indians, at the request of MLB Professional Development Leagues, LLC ("MLB PDL"), be subject to its review and written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "PDL Documents"): (i) any present or future agreements or arrangements entered into by, or on behalf of MLB PDL and/or any of its respective present or future affiliates, assigns or successors (collectively, the "PDL Entities"); and (ii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, MLB PDL, any other entity affiliated with MLB PDL ("PDL Entity") and/or the Commissioner of Baseball that are specifically related to or generally applicable to the player development league system or one or more of the professional baseball clubs associated with MLB PDL. The issuance, entering into, amendment, or implementation of any of the PDL Documents shall be at no cost or liability to any PDL Entity or to any individual or entity related thereto. The territory within which Sponsor is granted rights hereunder is limited to, and nothing herein shall be construed as conferring on Sponsor rights in areas outside of, the Marketing Territory of the Indians, as established and amended from time to time pursuant to the PDL Documents, which is currently the geographic area that is within one hundred (100) miles of Victory Field. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the PDL Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable PDL Entity.



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IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be effective as of the latest date of execution by a Party hereto.

### SPONSOR

Indiana Secretary of State  
200 W. Washington Street, Room 201  
Indianapolis, Indiana 46204

By: [Signature]  
Print Name: GEROLD BONNET  
Title: DEPUTY SECRETARY OF STATE  
Date: 5/28/25

### INDIANS

Indianapolis Indians  
501 W. Maryland Street  
Indianapolis, IN 46225

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Bill to:

Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



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Exhibit A

### **Sponsorship Elements**

1. "Secretary of State Night at Victory Field" – Wednesday, July 23<sup>rd</sup>
  - a. SPONSOR will receive one (1) ceremonial pitch prior to the game
  - b. A SPONSOR representative may be interviewed during the live radio broadcast
  - c. SPONSOR will receive a minimum four (4) minutes of digital signage platforms during event
  - d. SPONSOR will receive one (1) in-game promotion between innings of the game
    - i. SPONSOR is responsible for providing thirty (30) t-shirts prior to the game
  - e. SPONSOR may have a table/display at the lineup board to engage and interact with fans
  - f. SPONSOR will receive four (4) Elements Financial Club and 100 Reserved Seat Tickets to the game
2. Two (2) Dinner at the Diamond Tickets – Thursday, June 5<sup>th</sup>

