

DRAFT AGREEMENT

FIREFIGHTER CHALLENGE CHAMPIONSHIP SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT (this “Agreement”) is made effective July 15, 2025 (the “Effective Date”), by and between First Responder Institute, an Alabama non-profit corporation, having a mailing address of 138 Deer Run Circle, Rogersville, Alabama 35652, (“FRI”), and City of Farmers Branch, a municipality, having a mailing address of 13000 William Dodson Parkway, Farmers Branch, TX 75234, (“Sponsor”) and together with FRI, (“Parties”).

WHEREAS, FRI will host, organize, and stage the 2025 World Firefighter Challenge Championship scheduled to be held October 20-25, 2025, on the Farmers Branch Brookhaven campus of Dallas College (the “Event”);

WHEREAS, Sponsor will serve as a Presenting Sponsor; and

WHEREAS, FRI desires to grant to Sponsor, and Sponsor desires to receive from FRI, the benefits described in more detail below, in exchange for Sponsor’s sponsorship of the Event, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Sponsor Obligations and Benefits.

1.1. Sponsor Obligations. Sponsor shall timely provide to FRI the payments, goods, and services set forth in Exhibit A (the “Sponsorship”) (attached hereto and incorporated herein by reference).

1.2. Sponsor Benefits. FRI shall provide to Sponsor the schedule of benefits set forth in Exhibit B (attached hereto and incorporated herein by reference). FRI reserves the right to modify or substitute any benefit with one of equal or greater value upon written approval by Sponsor, which shall not to be unreasonably withheld.

1.3. Sponsor Signage. At its sole cost, FRI shall prepare, install, and remove Sponsor signage inventory contained in Exhibit B, unless stated otherwise in Exhibit B. Any additional signs, materials, and supplies, including their usage, design, number, and location that Sponsor desires to use in connection with the Event, at Sponsor’s sole cost, must be preapproved by FRI and in FRI’s sole discretion.

1.4. Sponsor Marks Changes. Sponsor may request to substitute, change, or add Sponsor Marks (defined in Section 3 below) for purposes of FRI’s fulfilment of obligations in Exhibit B (“Changed Mark Request”). Sponsor shall pay all reasonable and documented out-of-pocket costs and expenses incurred by FRI or any of their affiliated entities resulting from a Changed Mark Request.

2. Term and Termination.

2.1. Term. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall terminate on October 30, 2025 (the “Termination Date”), unless sooner terminated pursuant to this Section 2.

2.2. Termination for Disparagement. If either Party or any of its officers, directors, employees, agents, affiliates, parents, or successors commits any act which, in the reasonable and good faith opinion of the other Party (the “Nondisparaging Party”), would disparage or impair in a material respect the reputation or integrity of the Nondisparaging Party (including, but not limited to, being convicted of any felony or a crime involving moral turpitude, ethical violations, or any other act of moral turpitude) or would tend to bring the Nondisparaging Party into public disrepute, contempt, scandal, or ridicule (each a “Disparaging Act”), without limiting the other rights and remedies under this Agreement, the Nondisparaging Party may terminate this Agreement upon thirty (30) day written notice. The Nondisparaging Party must provide such notice no later than ten (10) days after the Nondisparaging Party has actual or constructive knowledge of the Disparaging Act forming the basis of termination.

2.3. Termination for Cause. If either Party fails to cure any breach of this Agreement after fourteen (14) days written notice from the non-breaching Party (an “Event of Default”), the non-breaching Party may terminate this Agreement.

2.4. Effect of Termination. If this Agreement is terminated due to an Event of Default or Disparaging Act by FRI, FRI shall (a) refund or return to Sponsor in full the Sponsorship less (i) any costs irrevocably incurred (for illustrative purposes only, construction, décor, custom printing, or installation) and (ii) the *pro rata* portion of the Schedule of Benefits actually fulfilled, and (b) cease to publish the Sponsor Marks as of the Termination Date. If this Agreement is terminated due to an Event of Default or Disparaging Act by Sponsor, Sponsor shall not be entitled to a refund or return of the Sponsorship, which shall remain owing, and FRI shall cease to publish the Sponsor Marks to the extent such Sponsor Marks have not already been printed, painted, posted or otherwise already used consistent with Exhibit B. Without limiting this Section 2 or Section 3, upon expiration or termination of this Agreement, all rights granted in Section 3 shall revert to their respective grantor.

2.5. Survival. All representations, warranties, indemnities, and rights or obligations of the Parties in this Agreement, which, by their nature, should survive expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

3. Trademarks.

3.1. Sponsor Marks. Sponsor hereby grants FRI, and those promoting the Event on behalf of and at the direction of FRI, for the duration of the Term, a worldwide, non-exclusive, non-transferable, royalty-free license to use and display the Sponsor’s trademarks, service marks, trade names and logos (the “Sponsor Marks”), which shall be provided to FRI in a mutually agreeable format, solely in connection with promotion of the Event and to the extent necessary to perform FRI’s obligations or to exercise its rights under this Agreement, including, but not limited to, those contained in Exhibit B. Notwithstanding the foregoing, FRI agrees that any particular use by FRI of the Sponsor Marks must be pre-approved in writing by Sponsor, which approval shall not be unreasonably withheld. FRI acknowledges and understands that Sponsor’s

Intellectual Property is the property of Sponsor or its licensor, including any and all associated goodwill, and Sponsor or its licensor as the case may be, retains all right, title and interest in and to Sponsor's Sponsor Marks not granted under this Agreement. All use of Sponsor Marks shall inure to the benefit of Sponsor and/or its licensor and the license granted to FRI under this Section 3.1 shall immediately and automatically expire upon the termination or expiration of this Agreement. Any rights in Sponsor Marks not expressly granted herein are reserved by Sponsor and/or its licensor.

3.2. FRI Marks. FRI hereby grants Sponsor, for the duration of the Term, a non-exclusive, non-transferable, royalty-free license to use and display the FRI's trademarks, service marks, trade names and logos and the Event (the "FRI Marks"), which shall be provided to Sponsor in a mutually agreeable format, solely to reference Sponsor's participation in the Event in Sponsor's own advertising and publicity, whether physical, online, digital, or otherwise, provided such use and reference is pre-approved by FRI, which approval shall not be unreasonably withheld.

4. Representations and Warranties.

4.1. Sponsor Representations and Warranties. Sponsor represents and warrants that (i) it is fully authorized and licensed to enter into this Agreement and to undertake the obligations contained herein; (ii) it will comply with all federal, state and local laws, rules and regulations in fulfilling its obligations under this Agreement; (iii) the execution and performance of this Agreement will not violate or conflict with the provisions of any agreement by which it is bound; and (iv) the Sponsor Marks, as well as any text, ideas, information, content, plans, music, mailing lists, slogans, photography, videotape, DVD, film clippings, or other materials (collectively, "Sponsor Materials") it provides to FRI for inclusion in publicly disseminated materials shall not promote politically themed messaging, be defamatory or otherwise unlawful, nor infringe upon the personal, proprietary, or intellectual property rights of any third party, including, but not limited to, claims based on copyright, defamation, plagiarism, trademark, trade dress, privacy, or idea misappropriation ("Intellectual Property Rights").

4.2. FRI Representations and Warranties. FRI represents and warrants that (i) it is fully authorized and licensed to enter into this Agreement and to undertake the obligations contained herein; (ii) the execution and performance of this Agreement will not violate or conflict with the provisions of any agreement by which it is bound; (iii) it will comply with all federal, state, and local laws, rules, and regulations in fulfilling its obligations under this Agreement; and (iv) it shall use reasonable efforts to have all competitors of the Event execute a general release including provisions releasing the sponsors of the Event from liability arising from participation in the Event.

5. Indemnification.

5.1. By FRI. FRI agrees to protect, indemnify and hold Sponsor (including its officers, directors, stockholders, employees, members, managers, servants, agents, and affiliates) harmless from and against any and all expenses, damages, claims, suits, actions, judgments, and costs, including reasonable attorney's fees, arising out of, resulting from, or related to (i) the negligent, grossly negligent, reckless, or intentional misconduct or omissions of FRI in connection with the performance of this Agreement, except to the extent arising out of or resulting from Sponsor's negligence or misconduct; and (ii) the breach or violation of this Agreement by FRI.

5.2. Limitation of Liability. Notwithstanding any other provision of this Agreement, neither party will be liable to the other party for consequential, indirect, incidental or special damages of any kind (even if the party has been advised of the possibility of such damages) unless such party has engaged in willful misconduct or gross negligence, or such damages relate to a breach of Section 10; provided that each party shall remain liable to the other to the extent any such damages are claimed by a third party and subject to indemnification pursuant to this Section

6. Insurance. Each Party, at its sole cost and expense, at least five (5) days prior to the Event, shall provide the other party upon request, with a certificate of insurance from its qualified and licensed insurer certifying that such party has a commercial general liability insurance policy on an occurrence form in force with at least one million dollars (\$1,000,000.00) single limit liability that shall include coverage for contractual liability and independent contractors. Each party shall name the other party as an additional insured. Each party shall also maintain Workers' Compensation and Employers Liability insurance, as required by law.

7. Cancellation. In the event a portion of the Event or any benefit in Exhibit B is postponed, delayed, interrupted, shortened, or rescheduled for any cause whatsoever not the fault of FRI, including, but not limited to, an Event of Force Majeure (defined below), Sponsor shall receive such benefit or one of equal or greater value at no additional charge to Sponsor at the rescheduled Event. If the Event or any benefit in Exhibit B is cancelled in its entirety prior to commencement of competition or fulfillment of the applicable benefit and not rescheduled, FRI shall refund to Sponsor in full the Sponsorship less any costs irrevocably incurred (for illustrative purposes only, construction, décor, custom printing, or installation) and less the *pro rata* portion of benefits actually fulfilled. An "Event of Force Majeure" is defined as: fire, earthquake, rain, flood, acts of terrorism, or any other acts of God, power failures, electrical or mechanical difficulties, strikes, blacklisting, boycott, sanctions, disease, pandemic, epidemic, act of public enemies, lockout, work stoppages or other labor disturbances, governmental regulations or restrictions, authority of law (including the withdrawal of any government authorization required by either of the parties to carry out the terms of this Agreement), embargo, quarantine, riot, insurrection, a declared or undeclared war, state of war or belligerency or hazard or danger incident thereto, any other cause or condition (whether similar or dissimilar to any of the foregoing) beyond the reasonable control of either Party, or circumstances related to any of the foregoing Events of Force Majeure and which are beyond the control of either Party.

8. Confidentiality. Any and all information relating to the Agreement and communicated by the disclosing party (the "Disclosing Party") to the receiving party (the "Receiving Party"), or to which the Receiving Party may have access in connection with the Agreement, and any information in any form, on any media, which is declared as being confidential or which can reasonably be regarded as confidential because it is by its nature, commercially sensitive or is manifestly of a confidential nature, shall be referred to as "Confidential Information". The Receiving Party shall use Confidential Information exclusively for the purpose of the Agreement. Disclosure of Confidential Information to the Receiving Party's personnel shall be for the purpose of performance of this Agreement only and shall be on a strictly need-to-know basis. The Receiving Party shall not disclose any Confidential Information to any third party without the Disclosing Party's prior written consent, except as may be required by applicable law, in which case the Receiving Party shall still provide written notice of the disclosure to the Disclosing Party. The Receiving Party shall be under no obligation of confidentiality if it can prove that the Confidential Information was (i) already publicly known when the Receiving Party gained access to it; (ii) that it became publicly known

through no fault of the Receiving Party after it gained access to it; or (iii) that the Receiving Party was able to lawfully gain access to the Confidential Information.

8.1. Notwithstanding the foregoing provisions of this Section 8, FRI understands that Sponsor is a home-rule municipality organized under the laws of the State of Texas and agrees that information received by Sponsor from FRI may constitute “public information” as that phrase is defined in the Texas Public Information Act (Texas Government Code §§552.001 et. seq., or “the Act”) which may be subject to disclosure in connection with a request for information pursuant to the Act. If Sponsor receives a request for public information pursuant to the Act which includes information identified and clearly marked as “Confidential Information” in accordance with this Section 8, Sponsor agrees to notify FRI of such request in accordance with applicable provisions of the Act. FRI shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General of the State of Texas pursuant to §552.305(b) of the Act regarding the reason(s) our confidential information is exempt from disclosure to the public under the provisions of the Act and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of FRI’s confidential information. FRI further agrees that Sponsor may, but shall be under no obligation to, submit arguments to the Texas Attorney General relating to reasons FRI’s confidential information is exempt from public disclosure.

9. Miscellaneous.

9.1. Entire Agreement; Amendment. This Agreement, together with all Exhibits and other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and no modification or amendment of or supplement to this Agreement shall be valid or effective unless the same is in writing and signed by the party against whom it is sought to be enforced. In the event of conflict between the terms and provisions of this Agreement and those of any Schedule or Exhibit, then the terms of this Agreement shall control unless expressly set forth otherwise in the applicable Exhibit.

9.2. Waiver. No failure to exercise any rights, remedy, power, or privilege (“Right(s)”) arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any Right hereunder precludes any other or further exercise thereof or the exercise of any other Right.

9.3. Independent Contractors. FRI and Sponsor are independent contractors with respect to each other. Nothing contained herein shall create any association, partnership, joint venture, employment, agency, or other form of joint enterprise, employment, or fiduciary relationship between them or any third party. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

9.4. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This

Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.5. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

9.6. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the state in which the competition is held without regard for its conflict of law principles. Any controversy, claim, or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to arbitration. Thereafter, the parties agree to resolve any disputes arising out of or relating to the Agreement or the alleged breach thereof by binding private arbitration in the City in which the competition is held, before a mutually approved arbitrator or, failing agreement of the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

9.7. Notice. Any notice required or permitted to be given under this Agreement, unless expressly permitted to be given via email, shall be sent by courier service such as UPS or Federal Express or shall be given by personal delivery to the addresses set forth herein. If to Sponsor: 13000 William Dodson Parkway, Farmers Branch, TX 75234, Attn: INSERT, with a copy via email to INSERT. If to FRI: 138 Deer Run Circle, Rogersville, AL 35652, Attn: Russell A. Jackson, with a copy via email to rjackson@firstresponder.org.

9.8. Severability. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

9.9. Headings. Headings appearing at the beginning of any section of this Agreement are for convenience only and shall not be used in interpreting the provisions of this Agreement.

9.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same document. PDF signatures, including any signatures obtained via DocuSign or similar electronic signature program, shall have the same binding effect as original signatures, and a PDF containing the signatures of all parties is binding.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this instrument or caused it to be executed by their respective duly authorized agents as of the date first above written.

Sponsor:

[INSERT], a[n] State of Texas [ENTITY TYPE]

By: [INSERT]

Its: [INSERT]

FRI:

First Responder Institute, an Alabama nonprofit corporation

By: Russell A. Jackson

Its: Chief Executive Officer

EXHIBIT A

Sponsor Obligations

Total Sponsorship:

Total Sponsorship comprises a cash payment of \$10,000.00, paid pursuant to the schedule below, and in-kind goods and services as described below.

Payment:

Sponsor shall make the full payment of \$10,000.00 on or before October 10th, 2025.

Good and Services:

1. Waiving any local governmental permits, licenses or other local approvals required for conducting the Event at the Event Site of Brookhaven Campus, Dallas College.
2. Permission to connect to onsite Water Supply (hydrant) to ensure onboard tank for water evolution is replenished throughout the event.
3. Volunteers: assistance in promoting the event to potential volunteers to assist with resetting the two courses Monday – Saturday.

Sponsor represents and warrants all goods and services provided by Sponsor shall be free from defects and faulty materials or workmanship and will be suitable and fit for FRI's intended use of the same for the Event. Services shall be provided: (a) using personnel of required skill, experience, licenses, and qualification, (b) in a timely, workmanlike, and professional manner, (c) in accordance with the professional standards in Sponsor's filed, and (d) to reasonable satisfaction of FRI.]

EXHIBIT B

Schedule of Benefits

- Sponsor's logo(s) will be used in all marketing efforts as a "Presenting Sponsor" of the 2025 World Firefighter Challenge Championship Event.
- Sponsors' primary logo will be included on key prominent signage positions on the challenge course, including on the back of our five-story stair towers, two corner course signage towers, on the freestanding sponsor wall at entrance, on all four 16' signage towers, on the website, and on all competitors' t-shirts.
- In all written narrative and media releases/interviews it will be stated as the "the 2025 World Firefighter Challenge Championship Event Presented by Dallas College and the City of Farmers Branch."
- During our daily live streaming of the event, the announcer will welcome viewers to the beautiful community of Farmers Branch, Texas, a minimum of 2 times per hour.
- Sponsor's logo will rotate on the screen during all live streaming.
- Sponsor name will be integrated into the custom medals' lanyard.
- Sponsor name to be mentioned and thanked throughout the event, during media interviews, and in all event coverage.
- Sponsor can provide a 15 second commercial that is aired randomly each day.
- A 10x10 or larger space will be provided to sponsor. Sponsor must provide their own tent, table and chairs.
- Opportunity for the Mayor or city council to welcome athletes at the Welcome Reception on Sunday afternoon.
- Opportunity for the Mayor or city council to welcome athletes at the Opening Ceremony on Friday morning.
- Waived registration fees for interested members of the Farmers Branch Fire Department.