

ANGEL ^{OF THE} WINDS ARENA

2000 Hewitt Avenue, Suite 200
Everett, WA 98201
p 425.322.2600
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April 6, 2023

Snohomish County Health Department
Attn: Nicole Thomsen
3020 Rucker Avenue, Suite 300
Everett, WA 98201

Dear Nicole,

This letter will confirm the agreement between **Snohomish County**, (“Advertiser”), and Global Spectrum, L.P. (“Operator”), as agent for the Everett Public Facilities District, with respect to your advertising at the **Angel Of The Winds Arena** (“Facility”).

The parties agree as follows:

1. **TERM.** The term of this agreement is one (1) year beginning May 1, 2023 and ending April 30, 2024 (“Term”).

2. **SPONSORSHIP RIGHTS AND BENEFITS.** During the Term, Advertiser shall receive the following:

Covid/Health messaging (\$14,500):

- A minimum of twelve (12) and up to thirty-six (36) twelve-second (0:12) LED Ribbon Board displays during all regular season Silvertips games and other arena events as available.
- A minimum of twelve (12) and up to thirty-six (36) twelve-second (0:12) LED upper and lower scoreboard ring displays with community Public Service announcement (PSA) about COVID information, vaccines, etc. during all regular season Silvertips games and other arena events as available.
- Corner wall vinyl wraps/space for signage on two main concourse restrooms on north end and south end.
- Listed as preferred partner on angelofthewindsarena.com
- Marquee PSA announcements on outdoor reader board facing Hewitt and Broadway about the vaccine, Covid-19, and public health information with logo and applicable graphics.
- Four (4) thirty-second (:30) animated LED rings on scoreboard with health messaging about vaping and the PSAs associated with it. The PSA’s will be displayed during all arena events and games.
- Space for one (1) dasher board in the Community Ice Rink measuring approximately 32”x96”.

Fewer Sick Days (\$3,500):

- Branding on twenty-four (24) ice “walkers” measuring 9”x11.5”.
- Space for one (1) dasher board in the Community Ice Rink measuring approximately 32”x96”.

**All signage and graphics shall be produced and installed at the expense of Advertiser.*

3. SPONSORSHIP FEE. As consideration for the above rights and benefits, Advertiser shall pay Operator a net total of Eighteen Thousand Dollars (\$18,000). Payment will be invoiced monthly, following the schedule below:

COVID/No More Sick Days Messaging Invoice

May 1, 2023	\$1,500	November 1, 2023	\$1,500
June 1, 2023	\$1,500	December 1, 2023	\$1,500
July 1, 2023	\$1,500	January 1, 2024	\$1,500
August 1, 2023	\$1,500	February 1, 2024	\$1,500
September 1 2023	\$1,500	March 1, 2024	\$1,500
October 1, 2023	\$1,500	April 1, 2024	\$1,500

The term “net,” as used above, means the gross sponsorship fee less deductions for any and all agency fees and commissions. Advertiser shall be solely responsible for any agency fees and commissions due to its advertising and media agencies. All remittances shall be made payable to Operator upon receipt of invoice no later than the date(s) specified above. A monthly finance charge of 1.0% or the maximum rate permitted by law (whichever is less) may accrue on all amounts not paid within 30 days of the invoice date.

Advertiser’s billing address is: Snohomish County Health Department
 Attn: Nicole Thomsen
 3020 Rucker Avenue Suite 300
 Everett, WA 98201

4. LIMITATIONS. Advertiser acknowledges and agrees that (i) the Advertisement Material may be covered, replaced or otherwise preempted at events held at the Facility if the rules, requirements or contracts of the organization sponsoring, promoting or conducting such event restricts the display of the Advertisement Material during such events, and (ii) the Operator cannot guarantee that any telecasts of any events held in the Facility will carry or otherwise display the Advertisement Material. Limitation (i) shall not apply to Everett Silvertips regular season hockey games.

5. MISCELLANEOUS.

(a) Advertiser shall be responsible for the content of its advertising and signage, which must be pre-approved by Operator (not to be unreasonably withheld or delayed). Advertiser shall defend, hold harmless and indemnify Operator, Everett Public Facilities District, and each of their respective owners (as applicable), employees, officials, officers, agents, successors and assigns, against any and all claims, costs, expenses (including reasonable attorney’s fees), damages and liabilities arising out of a breach of Advertiser of this Agreement, the content of Advertiser’s advertising, any act or omission of Advertiser, any product or service offered by Advertiser, and any violation of applicable law by Advertiser or its employees or agents. Operator shall defend, hold harmless and indemnify the Advertiser, its employees, officials, officers, agents, successors and assigns, against any and all claims,

costs, expenses (including reasonable attorney's fees), damages and liabilities arising out of a breach of Operator of this Agreement, the display of advertising content that differs from the content submitted and approved by the Advertiser, any act or omission of the Operator, and any violation of applicable law by Operator or its employees or agents.

(b) If Operator does not or cannot provide any element or benefit referenced herein, for any reason whatsoever, then Facility shall provide a "make-good" of the affected element/benefit, whether by substituting another advertising or sponsorship element/benefit of comparable value or extending the time-frame for provision of the affected element/benefit, all as mutually determined by the parties, based on the Operator's then-applicable rate card. The remedies provided for in this paragraph shall be exclusive remedies in the event that Operator does not or is unable, for any reason, to provide any advertising or sponsorship element or benefit referenced in this agreement.

(c) Operator may terminate this agreement, without further liability on its part, in the event of a breach by Advertiser of any of its payment obligations hereunder, which breach remains uncured fifteen (15) days after Operator has provided written notice of such breach to Advertiser. Such right of termination shall be in addition to all other remedies available to Operator. Upon any such termination, all present and future amounts due from Advertiser hereunder shall become immediately due and owing. In the event that the funding source used by the Advertiser is no longer available or the services envisioned under this Agreement are no longer a permitted expenditure under the relevant funding source regulations, Advertiser may terminate this agreement upon thirty (30) days written notice to Operator. In such event Advertiser shall be entitled to a pro-rated refund based on the number of days remaining in the term of the agreement.

(d) Advertiser does not have the right to assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any "co-branding" or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of Operator.

(e) Operator shall have the right to terminate this Agreement upon ninety (90) days' written notice to Advertiser at any time without penalty.

(f) Operator may assign this contract to Everett Public Facilities District or its designee without Advertiser's prior consent.

(g) This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior understandings, written or oral, with respect to the subject matter hereof, and may only be amended by the written agreement of an authorized representative of each of the parties hereto. Advertiser agrees that no agreement or promise has been made by Operator or any of its representatives or agents in reference to this agreement that is not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this agreement. This contract shall be governed by and construed in accordance with the laws of the State of Washington without regard to conflicts of law principles. This agreement will become effective only when an unmodified, signed original hereof is returned by Advertiser acknowledging the above terms.


(h) It is the policy of the Advertiser to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Operator shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Operator of the Operator's compliance with the requirements of Chapter 2.460 SCC. If the Operator is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Operator's obligations under other federal, state, or local laws against discrimination.

Thank you for your partnership with Angel Of The Winds Arena. We truly appreciate your support.

AGREED & ACKNOWLEDGED:

**GLOBAL SPECTRUM, L.P.,
as agent for Everett Public Facilities District**

By:  _____

Name: Corey Margolis

Title: General Manager

SNOHOMISH COUNTY

By: _____
(Authorized Representative)

Print Name: Dave Somers

Print Title: Executive

Approved as to form (05-15-2023):


Deputy Prosecuting Attorney