



CITY CLERK DEPT.

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**SPONSORSHIP AGREEMENT FOR THE  
TEXAS VS THE NATION GAME**

This sponsorship agreement for the Texas vs. the Nation Game (this "*Agreement*") is entered into by and between the City of El Paso, a home rule municipal corporation (the "*City*"), and Overtime Sports Southwest, LLC, a Texas limited liability company (the "*Company*").

**RECITALS**

**WHEREAS**, Texas vs. the Nation, a collegiate, NCAA Division I all-star football game (the "*Game*"), shall be played in El Paso, Texas on Friday, February 2, 2007 at 7:00 p.m. MST at the Sun Bowl Stadium;

**WHEREAS**, the Game is the first of its kind; matching top collegiate players with ties to the State of Texas against top collegiate players from around the nation;

**WHEREAS**, Mike Price, the Head Coach of the University of Texas at El Paso football team, has agreed to coach the "Texas" side while Buddy Ryan, a former Super Bowl coach and head coach of the Philadelphia Eagles, will coach the "Nation" team;

**WHEREAS**, the Game will also feature week-long events including a "Legends of the Game" golf tournament headlined by Randy White, a former Dallas Cowboys defensive tackle and Hall of Famer;

**WHEREAS**, during the week of the Game, an estimated one hundred (100) of the top NFL Draft eligible collegiate players in the country will practice and participate in various community events related to the Game. In addition, it is expected that one hundred (100) NFL Scouts will attend and numerous coaches, game staff, as well as family and friends will come to El Paso to participate in week-long Game events;

**WHEREAS**, the Game will be nationally televised on the College Sports Television Network ("*CSTV*") and broadcast on radio. The television broadcast will be re-broadcast at least five (5) times during calendar year 2007. The Game shall also be promoted on the Web Sites which CSTV hosts for almost every major college sports team in the United States;

**WHEREAS**, the Game shall provide the City with numerous opportunities to promote the city of El Paso through numerous game week events and extensive national advertising via Internet and national television broadcast of the Game;

**WHEREAS**, the Company has requested that the City be a sponsor of the Game; and

**WHEREAS**, the City desires to be a sponsor of the Game.

## A G R E E M E N T

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Company hereby agrees to the following:
  - a. The City shall receive two thirty (30) second advertisements during the national television broadcast of the Game. Per contractual arrangements with CSTV, the game will be re-broadcast a minimum of five (5) times during 2007, so these two thirty (30) second advertisements directly promoting El Paso business and tourism may be broadcast nationally a number of times during 2007;
  - b. The City of El Paso logo shall be placed on either the players' helmets or jersey worn by the players during the Game;
  - c. The City of El Paso logo shall appear on the Sun Bowl field during the game; and
  - d. City of El Paso Representatives shall receive special introduction and recognition at major Game related events during game week.
  
2. ALTERNATE/ADDITIONAL SERVICES. Should alternate or additional services outside the scope set forth in *Section 1* be requested of the Company by the City, then said alternate or additional services shall automatically become a part of this Agreement upon acceptance and funding by the City and acceptance by the Company. It is understood and agreed that the City will not be liable for any cost overrun on this Agreement without its prior written approval. Said approval must be obtained prior to the Company commencing alternate or additional services that will result in the cost overrun.
  
3. TERM. The term of this Agreement shall commence on or about the 21<sup>st</sup> of November 2006 end on or about the 28<sup>th</sup> of February 2007 or at such time as the services contemplated herein are completed, which ever is later. The term of this Agreement may be extended by mutual agreement of the parties at any time.
  
4. SPONSORSHIP FEE. The City hereby agrees to pay the Company Seventy Five Thousand Dollars (\$75,000) sponsorship fee for its right to participate and be named as a Game Sponsor with options to be a named sponsor of the 2008 and 2009 Texas vs. The Nation Games. This sponsorship fee shall be paid by the City to the Company no later than sixty (60) days prior to the date the Game shall be played.
  
5. LOCATION OF PERFORMANCE. The Company shall perform the services contemplated herein in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.
  
6. INDEPENDENT COMPANY RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City

shall not be subject to any obligations or liabilities of the Company incurred in the performance of this Agreement unless otherwise herein authorized. The City will provide no fringe benefits to the Company or its employees.

7. **INDEMNIFICATION LANGUAGE.** BY ACCEPTANCE OF THIS AGREEMENT, THE COMPANY HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, THE EL PASO CONVENTION & VISITORS BUREAU, AND SMG, A PENNSYLVANIA GENERAL PARTNERSHIP, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES TO PERSONS (INCLUDING DEATH) OR PROPERTY ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF OR ARISING OUT OF THE OPERATIONS OF THE COMPANY OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT.

8. **LAW GOVERNING AGREEMENT/VENUE.** For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

9. **DISPUTE RESOLUTION.** The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or any breach thereof, the parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith. The parties further agree that should their efforts to resolve a dispute, claim, questions, or disagreement arising from this Agreement fail, that before either party files suit against the other to enforce, or otherwise relating to, the terms of this Agreement, it shall notify the other party of its intent to sue. Upon delivery and receipt of such notice, the parties agree to submit the matter to be litigated to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse. No lawsuit under this Agreement by one party against the other may be filed until mediation of the issue has ended in accordance with the terms hereof.

10. **TERMINATION.** Either party may terminate this Agreement without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. Should the City have cause to terminate this Agreement or if the Company is in breach of this Agreement, the Agreement may be terminated immediately upon written notification to the Company of the cause for termination.

11. NOTICE. Any notices required under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Company at the following addresses:

THE CITY: El Paso Convention & Performing Arts Center  
Attn: Bill Blaziek, General Manager  
One Civic Center Plaza  
El Paso, Texas 79901

THE COMPANY: Overtime Sports Southwest, LLC  
ATTN: Kenny Hansmire, Chairman & Chief Executive Officer  
4455 LBJ Freeway, #1050  
Dallas, Texas 75244

12. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto.

13. COUNTERPARTS. This Agreement may be executed and acknowledged by facsimile and in counterparts, each of which shall be deemed a valid original and part of the same instrument.

*[Signature page to follow]*

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**SPONSORSHIP AGREEMENT FOR THE  
TEXAS VS THE NATION GAME**

*(Signature page)*

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

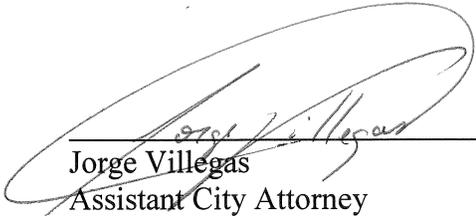
CITY OF EL PASO

\_\_\_\_\_  
Joyce Wilson  
City Manager

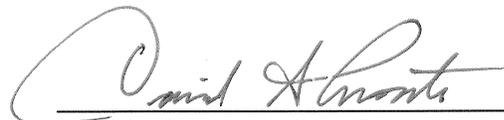
OVERTIME SPORTS SOUTHWEST, LLC

\_\_\_\_\_  
Kenny Hansmire  
Chairman and Chief Executive Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jorge Villegas  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
David Almonte, Director  
Office of Management & Budget