



**NAMING RIGHTS AGREEMENT BETWEEN
THE VERDE VALLEY ARCHAEOLOGY CENTER, INC.
and**

THIS NAMING RIGHTS AGREEMENT ("Agreement") is made as of the ____ day of _____, by and between the VERDE VALLEY ARCHAEOLOGY CENTER, INC. ("Center") and _____ ("Sponsor"). The following recitals form the basis for this Agreement and are made a material part hereof.

- A. Center will own and operate a facility on Homestead Parkway, Camp Verde, Arizona.
- B. The Center has established a schedule of prices for the Naming Rights of certain identifiable areas within the buildings.
- C. _____ and Center are desirous of entering into an agreement whereby, in exchange for a contribution in the amount of \$_____ ("Rights Fee") to "*Verde Valley Archaeology Center*" as described in this Agreement, Center shall be required to use the designation " _____ " exclusively as the name of the _____ ("designated area") as approved by the Center's Board of Directors, in accordance with the terms and conditions set forth herein.
- D. Nothing in this Agreement provides or implies any endorsement by the Town of Camp Verde or any other entity and is solely between the Sponsor and the Center.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and considerations in the Agreement and below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Center and Sponsor agree as follows:

1. Term

The initial term of this Agreement ("Initial Term") shall commence on the date hereof and shall end on the tenth (10th) anniversary of the date of this Agreement. Upon at least sixty (60) days written notice to Sponsor prior to the expiration of Initial Term, the Center may offer Sponsor the opportunity to renew this Agreement for an additional ten (10) years ("Renewal Term") for a payment of an additional Rights Fee in the amount specified by the Board of Directors at that time. For purposes of this Agreement, the "Term" shall mean the Initial Term or Renewal Term, as applicable.

2. Placement and Use of Name

During the Term, Center hereby agrees to display the Sponsor logo and/or name in accordance with the graphics and color guidelines established by the Building Committee of the Center. Center further agrees, without limitation, as follows:

- a) To cause the Sponsor logo and/or name to be mentioned and displayed in connection with all public service announcements originated by Center; and

- b) To use its best efforts to cause the Sponsor logo and/or name to appear on all Printed Materials to the extent that the preparation or purchase of such Printed Materials are originated by Center.

With regard to the foregoing requirements, the parties agree to act in good faith to agree upon the exact size, location and/or depiction of the Sponsor logo and/or name to be employed by Center, it being agreed that Center shall be responsible for all of the costs and expenses for installation and maintenance of the foregoing signage. All signage provided hereunder shall be maintained in first-class condition and, as reasonably necessary, replaced at Center's cost. The parties acknowledge and agree that Center has the right to use " _____ " as the name of the designated area, provided, however, that the name of the designated area shall not be changed without the Sponsor's prior written approval. Subject to the terms of this Agreement, the Sponsor hereby approves Center's use of " _____ " to identify the designated area.

3. Rights Fee

In consideration for the rights granted under this Agreement, the Sponsor hereby agrees to contribute to Verde Valley Archaeology Center a Rights Fee in the amount of \$ _____. It is the intent of the parties hereto that the contributions by the Sponsor hereunder shall be deductible from federal, state and local income taxes to the fullest extent allowed by law. Any findings or rulings regarding the deductibility of the contributions by the Sponsor shall not affect the validity of this agreement.

4. Default and Remedies

The following shall constitute "Center Defaults" hereunder:

- 1) If Center shall fail to comply with any of its material obligations under this Agreement, which failure shall continue for a period of thirty (30) days after notice thereof to Center from Sponsor; provided, however, if such failure is not reasonably curable within thirty (30) days, Center shall be afforded a reasonable period of time to cure or remedy such failure so long as Center in good faith is attempting, at all reasonable times during such period, to cure such failure; or
- 2) If Center shall utilize as the name of the designated area any name other than that of Sponsor.

Upon the occurrence of a Center Default, Sponsor shall have the right to anyone or more of the following remedies: (1) to terminate this Agreement, (2) to receive a retroactive adjustment of the Rights Fee in accordance with the number of days from and after the date of this Agreement through and including the date on which the Center Default occurred.

5. Assignment

Neither party shall transfer or assign its rights or obligations under this Agreement without the other party's prior written consent.

6. Morals Clause

If either party hereto or any of its officers, directors, or board members commits any act which, in the reasonable and good faith opinion of the other party, would disparage or impair the reputation and integrity of the other party hereto (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations or any other act of moral turpitude), the other party hereto shall have the right to terminate this Agreement upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, consisting of three pages, to be executed by their duly authorized officials on _____.

SPONSOR

_____ Date

CENTER:

_____ Date