



June 17, 2011

Ed Babcock  
Owner  
Junction Auto Sales, Inc.  
12423 Mayfield Road  
Chardon, OH 44024

Dear Ed,

This is to propose the following agreement between Junction Auto and Nelligan Sports Marketing Inc. ("NSM"), as agent on behalf of Cleveland State University, a state funded university and instrumentality of the State of Ohio, for advertising and promotional sponsorship of Cleveland State University ("University").

The following summarizes the terms and agreements:

I. TERM

- Unless sooner terminated, this Agreement shall be in force and effect from July 1, 2011 through June 30, 2012.

II. SPONSORSHIP BENEFITS:

During the Term, Sponsor shall receive the following benefits:

Junction Auto will receive the following:

- Eight (8) Big Green season tickets to CSU Men's Basketball which include premium game tickets, pre-game meal in the Viking Loge, and parking.
- CSU Athletics will provide Junction Auto Sales the opportunity for two to travel with the Cleveland State Basketball team upon the availability of accommodations to said game. In addition, travel and hotel will be provided by Cleveland State Athletics and the meals and incidental expenses are the responsibility of the guests. Game must be selected and confirmed three (3) months prior top game date.
- On court signage displayed in a prominent location for all men's and women's home games. Junction Auto is responsible for all signage production and installation costs.
- Logo placement on outdoor LED Video Board signage. Exposure on the double sided outdoor LED video board provided visibility to more than 40,000 vehicles each day.
- Logo placement on sixteen 21" In Concourse Televisions (12 around the concourse and 4 in 5<sup>th</sup> floor executive suite). The Television monitors are strategically displayed

throughout the main concourse and the 5<sup>th</sup> floor suite, for Wolstein Center event patrons to enjoy and view throughout the entirety of each event.

- Cleveland State University will provide Junction Auto sales proof of insurance for the in-kind trade vehicles from Cleveland State University's Fleet Insurance Policy.
- Cleveland State University Athletic Department will provide auto detailing for the in-kind trade autos once a month.
- One: 30 sec. radio commercial on each Gary Waters Coach's Show.
- Four: 30 sec. radio commercials on each Men's and Women's Basketball game as well as opening and closing billboards on Coach's Corner portion of broadcast.
- Game day sponsor of one (1) Men's Basketball game to be selected on mutually agreed upon date.
- Opportunity for on court pregame presentation of game ball at sponsored game.
- Opportunity to distribute game day coupons for Junction Auto Sales auto specials at select Men's and Women's basketball home games.
- Recognition at all CSU Men's and Women's Basketball home games through public address announcements and electronic scoreboard messaging.
- Identification as the "Preferred Auto Dealer of CSU Athletics" on Alumni website under Alumni Benefits.
- Ability to be featured in Alumni Monthly newsletter with CSU Preferred Pricing that will drive traffic to Junction Auto.
- Opportunity to be featured in Campus Mailbag with link to Junction Auto website.

**III. SPONSORSHIP FEES:**

Sponsor shall pay the following fees on or before the dates indicated.

**ADVERTISING/SPONSORSHIP FEE AND PAYMENT SCHEDULE**

<u>Contract Year</u>	<u>Sponsor Fee (net)</u>	<u>Terms</u>
July 1, 2011 - June 30, 2012	\$8,000 Cash  \$30,000 Trade	In-kind trade of two (2) autos to include maintenance, for the use of the Men's and Women's Basketball Program Head Coaches (Value \$30,000)

NSM and University reserve the right to review and approve the content of all advertisements and promotional materials produced by Sponsor in association with this agreement. If Sponsor uses an ad agency or other organization to purchase, create, format, manage or produce its advertising, advertising opportunities, advertising placements or artwork associated with its advertising, Sponsor shall be responsible for payment of any and all fees or commissions due to that agency or organization. If NSM, with the consent of Sponsor, arranges for the creation, formatting or production of any of the advertising ("Advertising Services") described in this Agreement, Sponsor shall be responsible for any and all costs associated with those Advertising Services. If necessary, NSM will issue a separate invoice(s) for such Advertising Services and Sponsor shall make separate and timely payment for such invoice(s). The payments by Sponsor for Advertising Services are in addition to the Sponsorship Fees set forth above.

Sponsor shall be responsible for the full payment to NSM of the above Sponsorship Fees. Failure to pay the sponsorship fees within thirty (30) days of the due date will constitute a breach of this Agreement. In such event, NSM and University shall have the option to immediately exercise all legal rights and remedies and shall be permitted to immediately suspend all Sponsor's future sponsorship benefits under this Agreement and Sponsor shall remain responsible for all unpaid sponsorship fees under this Agreement until such time as those fees are paid. In the event of such default, Sponsor shall be responsible for all costs and reasonable attorney fees incurred by NSM and University to recover any unpaid sponsorship fees and/or to enforce the terms of this Agreement

#### IV. TERMINATION AND COMPLIANCE:

Sponsor agrees that any claim arising out of this Agreement or its performance shall be filed in the court of competent jurisdiction in Ohio and will be governed by Ohio law. Each party hereby consents to the jurisdiction of those courts and waives any right to transfer any case or argue forum non conveniens.

This agreement is contingent upon NCAA, affiliated conference and University rules and regulations ("Rules and Regulations"). In the event of a conflict between the Rules and Regulations and this Agreement, the Agreement shall be modified in order to comply with said Rules and Regulations. If NSM determines, in NSM's discretion, that modification is not feasible, it may terminate the Agreement in which case Sponsor shall receive a pro-rata refund for sponsorship benefits not provided based upon values assigned by NSM, in NSM's sole discretion, for such benefits. University shall also have the option to terminate this Agreement upon written notice to Sponsor if University determines, in University's sole discretion, that continued affiliation with Sponsor is inconsistent with University's mission and philosophy and/or adversely affects the reputation of University. In the case of such a termination, Sponsor shall receive a pro-rata refund for sponsorship benefits not provided based upon values assigned by NSM, in NSM's sole discretion, for such benefits.

The Sponsor acknowledges that the termination or expiration of the license agreement between NSM and the University at any time during the term of this Sponsor Agreement shall not void or otherwise affect the Sponsors' obligations under this Agreement. The Sponsor acknowledges that, in the event of the termination or expiration of such agreement, the University shall assume all responsibility for fulfilling the obligations of NSM and shall be entitled to receive the compensation due from Sponsor under this Agreement.

In the event of program changes or cancellations in the network or cable television or radio schedules, or any other marketing or promotional media, NSM reserves the right, in NSM's sole discretion, to assign substitute or alternate sponsorship benefits of comparable value from its remaining inventory of sponsorship opportunities.

Sponsor understands and agrees that NSM is an agent of University, a state university and instrumentality, created pursuant to Ohio Revised Code Chapter 3344. University and, in certain cases NSM as agent of University, are subject to the Ohio Public Records Act, Ohio Revised Code ("O.R.C.") §149.43, *et seq.*, and any record or records received and/or retained by University deemed a public record by a court of competent jurisdiction, may be subject to release if a proper request for such record is made. Notwithstanding obligations University, and NSM as agent of University, may have pursuant to O.R.C. §149.43, *et seq.*, certain records that are or

may be shared pursuant to or created by or through the applicable Agreement, including information in its provisions, may: (i) contain "trade secret" information pursuant to O.R.C. 1333.61(D) that is exempt from disclosure as a public record; or (ii) constitute intellectual property records under O.R.C. 149.43 (A)(1)(m) that are exempt from disclosure because such intellectual property records are not, by statutory definition, public records. In the event University receives a public records request for: (1) a record that Sponsor has made available or provided to University pursuant to the applicable Agreement or that University has obtained from Sponsor pursuant to the applicable Agreement and that Sponsor has designated in writing to University and/or NSM as containing trade secret information, or (2) a record that was produced or collected by or for University that is an intellectual property record, then University shall advise the requesting party that the records requested are considered to contain trade secret information or constitute intellectual property records, as applicable, and promptly notify Sponsor of said request. Thereafter, Sponsor shall have sole responsibility for initiating or defending any such legal action Sponsor deems necessary to prevent public disclosure of such information, documents and/or records, and Sponsor shall pay any and all costs and expenses associated therewith, excluding any legal fees or expenses incurred by University or NSM. University shall, to the extent legally permissible without being required to initiate legal action, maintain the confidentiality of such requested information until the matter is resolved by a court of competent jurisdiction.

#### V. INDEMNIFICATION

Sponsor shall indemnify, defend and hold harmless NSM, University, University's Board of Trustees, officers, employees, agents and representatives from and against any and all liabilities, losses, claims, debts, obligations, judgments and expenses, of any third party arising out of any acts or omission of Sponsor or the officers, agents, or employees of Sponsor in the course of the performance or non-performance by Sponsor of any provisions of this Agreement.

Please sign below to indicate your assent to the foregoing terms, and return the signed letter to my attention. The parties agree that this Agreement shall be binding and enforceable. Sponsor agrees to participate for the Term as defined hereinabove.

**SIGNATURE PAGE FOLLOWS**

Agreed To and Accepted

**Nelligan Sports Marketing, Inc.**

**Junction Auto**

By: Dave Bacon

By: Ed Babcock

Title: General Manager

Title: Owner

Date: 7/12/11

Date: 7/12/11

Signature: [Signature]

Signature: [Signature]