
GLENDALE REPRESENTATION AGREEMENT

This Glendale Representation Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2022 by and between Beacon Sports Capital Partners, LLC ("Beacon Sports"), 1233 Highland Avenue, Suite B, Needham, MA 02492 and the City of Glendale, AZ ("Glendale") 5850 W. Glendale, 4th Floor, Suite 431, Glendale, AZ 85301, jointly, the "Parties".

WITNESSETH:

This Agreement is made with reference to the following facts:

A. Beacon Sports is engaged in the business of providing investment banking and financial advisory services to professional sports franchises, municipalities, and companies in the United States;

B. Glendale desires to retain Beacon Sports for advisory services as mutually agreed upon between the two parties as outlined in Section 2.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

1. ENGAGEMENT. Glendale hereby retains Beacon Sports as its Consultant for the Gila River Arena ("Arena").

2. DUTIES OF BEACON SPORTS. Beacon Sports shall act as a liaison and intermediary for Glendale, Beacon Sports will perform the following:

- a) Review the HOK plans and costs for the proposed repairs, renovations, and improvements to be made to the Arena;
- b) Review the past three years of financial statements for the Arena and any budgets and the performance to date financials for 2022;
- c) Review a list of all events for the past three years and a list of all upcoming events;
- d) Review a list of the arena capital improvements made by the City since August 2019;
- e) Complete an update of the current costs of deferred maintenance for the Arena;
- f) Provide an analysis of revenues and expenses that may be eliminated or adjusted with the departure of the NHL Arizona Coyotes ("Coyotes")
- g) Prepare a pro forma P&L of the Arena's operations under its new business strategy with the Coyotes departure;
- h) Prepare an assessment of the potential value of the naming rights for the Arena. This would include a study of recent naming rights agreements for arenas including those that are comparable to the Arena;
- i) Complete an update to the Arena Valuation Study prepared for Glendale by Beacon Sports in 2019;
- j) Provide a list of companies that would be candidates to market the sale of the naming rights to the Arena; and,
- k) Any other services mutually agreed upon.

2.1 NO AGENCY. Beacon Sports acknowledges and agrees that it is not an agent of Glendale and may not bind or obligate Glendale in any way.

2.2 PROGRESS. Close cooperation and frequent communication improve the ability to assist and complete the work of the Parties.

3. TERM. The initial term of this Agreement ("Initial Term") shall commence on the date set forth above and terminate 6 months thereafter. The entire time period that this Agreement is in effect, and any portion thereof, shall be referred to herein as the "Term".

4. **TERMINATION.** Glendale may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

5. **COMPENSATION.** The following sets forth the Parties agreement with respect to fees and expenses, the payment of costs, and the timing and content of billing statements

5.1 FEE BASIS. The rate for this matter shall be \$400 per hour each for the services of Richard Billings, Jr., Gerald Sheehan, and \$200 for Timothy. Billings. The contract, including fees and reimbursable costs and expenses, shall not exceed \$45,000 for the term of the agreement.

5.2 COSTS AND EXPENSES. Glendale will reimburse Beacon Sports for out-of-pocket expenses relating to its services hereunder, including travel, lodging, etc. within thirty (30) days after receipt by Glendale of appropriate documentation supporting the expenses. Beacon Sports will provide reasonable notice to Glendale in advance of any cost or expense greater than \$500.

5.3 BILLING. Beacon Sports will submit detailed invoices including its services performed to Glendale. Glendale will remit payment to Beacon Sports within thirty days (30) after receipt of such invoices for fees and reimbursable costs and expenses.

6. **CONFIDENTIALITY.** Beacon Sports acknowledges that all documents provided to Glendale may be subject to disclosure by laws related to open public records. Consequently, Beacon Sports understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event Glendale receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Beacon Sports, Glendale agrees to provide Beacon Sports with notice of that request, which shall be deemed given when deposited by Glendale with the USPS for regular delivery to the address of Beacon Sports specified below for notices. Within ten (10) days of notice by Glendale, Beacon Sports will inform Glendale in writing of any objection by Beacon Sports to the disclosure of the requested information. Failure by Beacon Sports to object timely shall be deemed to waive any objection and any remedy against Glendale for disclosure. In the event Beacon Sports objects to disclosure within the time specified, Beacon Sports agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which Beacon Sports does not object thereto. Furthermore, Beacon Sports agrees to indemnify and hold harmless Glendale from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending Glendale in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, in the event necessary and/or requested by Beacon Sports, Glendale may enter into a separate agreement setting forth the rights and obligations of Glendale, Beacon Sports and the third-party regarding the confidentiality of information.

7. **MUTUAL REPRESENTATIONS AND WARRANTIES.**

(i) Beacon Sports warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Beacon Sports will not violate any rights of, agreements with, or obligations to any third parties; (c) Beacon Sports will comply with all applicable laws, rules and regulations relating to the Agreement; and (d) Beacon Sports will not circumvent or otherwise frustrate the intent of this Agreement.

(ii) Glendale warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Glendale will not violate any rights of, agreements with or obligations to any third parties; (c) Glendale will comply with all

applicable laws, rules and regulations relating to the Agreement; and (d) Glendale will not circumvent or otherwise frustrate the intent of this Agreement.

8. **MUTUAL INDEMNIFICATION.** Beacon Sports and Glendale each agree the party at fault shall hold the other party harmless from and against and shall indemnify fully, if applicable, from any and all losses, claims, damages, liabilities, costs, expenses and fees, including, without limitation, reasonable attorneys' and paralegals' fees incurred in the context of any court, arbitration, administrative or other proceeding, together with the costs incurred in such proceeding (individually and collectively, "Costs") arising from or relating to breach of this Agreement by such indemnifying party.
9. **PUBLIC ANNOUNCEMENTS.** Notwithstanding anything contained in this Agreement to the contrary, subject to regulatory restrictions, Beacon Sports shall have the right to publicly announce and/or advertise any agreement hereunder for which a closing has occurred. Notwithstanding the foregoing, Beacon Sports shall provide Glendale the opportunity to review and comment on any announcement prior to announcement. Glendale shall identify Beacon Sports as its consultant in any key public announcements it may make regarding any completed assignment hereunder.
10. **GOVERNING LAW.** This Agreement and all matters related hereto shall be governed by the laws of the State of Arizona without reference to conflicts of laws principles or principles of comity.
11. **NOTICES.** Notices shall be in writing, addressed to the person to be notified at the address below or to such other person and/or address as may be designated from time to time in writing by such party to be notified by electronic mail, and all applicable courier or delivery services.

If to Beacon Sports Capital Partners. LLC:
1233 Highland Avenue, Suite B
Needham, MA 02492
Attention: Gerald Sheehan, President
Phone: (617) 775-8185

If to Client
5850 W. Glendale, 4th Floor
Glendale, AZ 85301
Attn: City Manager
Phone: (623) 930-2870

Copy to:
5850 W. Glendale, Ste. 450
Glendale, AZ 85301
Att. City Attorney
Phone: (623) 930-9530

12. **SEVERABILITY.** The invalidity or illegality of any provision or term contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement.
13. **ENTIRE AGREEMENT/CONSTRUCTION.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof, and there are no representations or understandings between the parties except as provided herein. This Agreement may not be amended or modified in any way except by writing duly executed by both parties. This Agreement may not be assigned by either party except upon prior written agreement by the other party. Furthermore, both parties have negotiated the terms of this Agreement and have had the opportunity to engage counsel to review the same. Accordingly, this Agreement shall not be construed more strongly in favor or against either party hereto. The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.
14. **WAIVER.** No waiver of a breach of or default under any provision of this Agreement shall be deemed a waiver of any other breach or default under the same or any other provision of this Agreement.
15. **FAX COUNTERPARTS.** The parties may enter this Agreement by signing any one or more counterparts, all of which shall constitute one and the same instrument. This Agreement shall become effective when one or more counterparts shall have been executed by each party and delivered to each

other party. This Agreement may be delivered to such other parties via fax. Any party's faxed signature shall be deemed an original and binding signature as of the date set forth above.

16. HEADINGS. The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

17. AUTHORITY. The signatories to this Agreement are the duly authorized agents of the parties hereto, and the transactions effected hereby have been duly authorized by all appropriate action of each party.

18. FOREIGN PROHIBITIONS. Beacon Sports certifies under A.R.S 35-391 et seq., and 35-393 seq., that it does not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

19. IMMIGRATION LAW COMPLIANCE. Beacon Sports warrants, to the extent applicable under A.R.S. 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. 23-241(A) which requires registration and participation with E-Verify Program.

20. CONFLICT. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

THE PARTIES HERETO have caused this Agreement to be executed as of the date indicated above.

BEACON SPORTS CAPITAL PARTNERS, LLC

CITY OF GLENDALE, AZ

BY: _____
Gerald Sheehan
President

BY: _____
Kevin R. Phelps
City Manager