# Youth Club Partners and Affiliates Agreements Terms and Conditions

*This Terms and Conditions document outlines the mutually agreed upon terms between SAC SOCCER USL, LLC, a Delaware limited liability company, dba Sacramento Republic FC (referred to as “SSU”) and the Youth Club Partner/Affiliate (referred to as "Partner") entering into a collaborative relationship. SSU, a prominent entity in the soccer community, and Partner, a dedicated Youth Club, recognize the value of fostering a cooperative alliance to advance the development of soccer at the grassroots level*

*1****. Independent Contractor***

*SSU and PARTNER are independent contractors with respect to each other and shall represent*

*themselves as such in all respects. Neither party is the agent of the other, and neither party may*

*bind the other in any way. The parties also agree that no member, officer, director, employee,*

*player, coach, agent, representative, or affiliate of SSU is an employee of PARTNER (and vice versa).*

*Nothing contained in this agreement shall be considered or construed by the parties or by any*

*third party as creating the relationship of principal and agent, partnership or joint venture,*

*employer-employee or to create any association between SSU or SSU’s members, officers,*

*directors, employees, players, coaches, agents, representatives, or affiliates and PARTNER’s officers, directors, employees, agents, representatives or affiliates.*

***2. Indemnification.***

*To the fullest extent permitted by applicable law, each of PARTNER and SSU agrees to defend,*

*indemnify and hold harmless the other party hereto and such other party’s affiliates (including,*

*without limitation, as to SSU, Sac Soccer & Entertainment Holdings, LLC) and contractors, and*

*their respective past, present, and future members, managers, directors, officers, employees,*

*servants, agents, consultants and contractors, successors and assigns, and each of them*

*(collectively, “Indemnitees”), from and against any and all actions, suits, claims, demands,*

*causes of action, losses, damages, penalties, liabilities, judgments, costs or expenses (including*

*reasonable attorneys’ fees and costs) arising or accruing out of or in connection with: (a) the*

*breach by the indemnifying party of any of its covenants, terms and provisions hereunder to be*

*performed or observed on the part of such indemnifying party; or (b) the negligence or*

*intentional misconduct of the indemnifying party, its affiliates, and their respective members,*

*managers, directors, officers, employees, servants, agents, consultants and contractors,*

*successors and assigns, or any of them, in performing obligations under this Agreement. Where*

*both PARTNER and SSU are at fault, the parties intend for principles of comparative fault to be*

*applied to the indemnity obligations.*

***3. Insurance***

*PARTNER shall, at its sole cost and expense, procure and maintain in effect on a continuous and*

*uninterrupted basis during the term of this agreement, commercial general liability insurance*

*with a combined single limit per occurrence of not less than One Million Dollars ($1,000,000)*

*and Two Million Dollars ($2,000,000) in the aggregate, providing coverage for bodily injury,*

*property damage, and personal and advertising injury, including contractual liability and*

*products/completed operations liability coverage. PARTNER shall provide to SSU on or before the date of event listed in signed agreement a copy of a certificate of insurance and endorsement that names SSU and its parent and other affiliates as additional insureds under the applicable policy(ies). Each insurance policy required by this Agreement shall be endorsed to state that: (a) it is primary to, and not contributory with, all other valid and collectible insurance of PARTNER and SSU (any insurance of SSU shall be considered excess insurance only); and (b) the applicable coverage shall not be cancelled, non-renewed, or materially changed except after thirty (30) days prior written notice has been given to SSU.*

***4. Confidentiality of Proprietary Information***

*PARTNER understands and acknowledges that in the course of SSU performing services under this agreement PARTNER may be advised or otherwise become aware of certain business matters and affairs of SSU or its affiliates regarding SSU’s customers, vendors or the management of its business and other confidential proprietary information relating to such business. This confidential proprietary information includes, but is not limited to, coaching curricula, session plans, research, product plans, products, inventions, processes, formulas, technology, or other business information disclosed by SSU or such affiliates either directly or indirectly in writing, orally, or by drawings. PARTNER shall not, either during the term of this agreement or thereafter: (a) disclose or furnish, directly or indirectly, to any other natural person, entity or governmental agency, any confidential proprietary information acquired from SSU; (b) except as otherwise expressly permitted in Section 7 below relative to curricula, individually or in conjunction with any other natural person, entity or governmental agency, utilize or cause to be utilized any confidential proprietary information in any manner whatsoever; (c) without the prior written consent of SSU, publish, deliver, or cause to be published or delivered, any copies, abstracts, or summaries or any confidential proprietary information, whether prepared by PARTNER or otherwise coming into PARTNER’s possession; or (d) attempt to encourage, induce, or otherwise solicit, directly or indirectly, any employee of SSU or its affiliates to breach any employment agreement or employment policy entered into or adopted by SSU or such affiliate with or with respect to such employee. Upon termination of this agreement, PARTNER agrees to immediately return to SSU all of SSU’s property, including all tangible manifestations of confidential propriety information.*

***5. Intellectual Property; Ownership Rights; Limited License***

*PARTNER agrees that all ideas, concepts, techniques, inventions, systems, formulas, discoveries,*

*technical information, programs, prototypes and similar developments (“Developments”)*

*created, discovered, developed, or made by SSU in the course of, or as a result of, the*

*performance of its services under this agreement, and all related copyrights, trademarks,*

*tradenames, patent rights, trade secrets and all other forms of intellectual property protection, as well as the name “Sacramento Republic FC” and the logo of SSU, shall be and remain the sole property of SSU. PARTNER further agrees to execute or cause to be executed such assignments and applications, registrations, and other documents and to take such other action as may be reasonably requested by SSU to enable SSU to protect its intellectual property rights to any such Developments.*

*Without in any way limiting the generality of the foregoing, SSU hereby grants to PARTNER a nonexclusive, revocable, royalty free, non-transferable, non-sublicensable and limited license and right during the period from and including June 1st, 2024 to and including June 30th, 2023 to use within the general Sacramento, California area the curriculum made available by SSU to PARTNER for the sole purpose of education and instruction by PARTNER of its youth soccer players and coaches; provided, however, that all such uses shall contain appropriate legends, markings and/or notices (including appropriate copyright and/or trademark designation) if and as provided by SSU to PARTNER to give appropriate notice of the right, title and interest of SSU (and, if applicable, its assignees) in and to such curricula and associated Developments. PARTNER shall use such curricula, if at all, only in its original form, and PARTNER shall not be entitled to change the curricula, or to use individual elements of the curricula, except to the extent approved in writing by SSU (which approval may be granted or withheld by SSU in its sole and absolute discretion). PARTNER agrees not to use any other trademark, service mark, logo, prefix, suffix, or other modifying words, terms, designs, or symbols, including, but not limited to, those owned by a third party so as to modify (or use them in combination with) all or any portion of such curricula. Upon any breach by PARTNER of its obligations under this Section 5, the license granted in this Section 5 may be revoked by SSU, and PARTNER immediately thereafter shall cease all uses made pursuant to such license. Upon the expiration of the license term referenced above or the earlier termination of this agreement for any reason, PARTNER immediately shall cease all such uses and shall have no further right to engage in such uses.*

***6. Miscellaneous***

*(a) No amendment, change or modification of this agreement shall be valid unless in writing*

*signed by the parties hereto.*

*(b) This agreement constitutes the entire agreement between the parties hereto relating to the*

*subject matter hereof and supersedes all prior or contemporaneous oral or written agreements,*

*negotiations, commitments and understandings of the parties pertaining to all or any portion of*

*such subject matter.*

*(c) Every provision of this agreement is intended to be severable. In the event any term or*

*provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of*

*competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and*

*provisions hereof, which terms and provisions shall remain binding and enforceable.*

*(d) PARTNER acknowledges and agrees that, in the event of a breach by PARTNER of any of its*

*obligations under Section 6 or Section 7 above, SSU could not be made whole by monetary*

*damages, and that SSU, in addition to any other remedy to which it may be entailed by law or in*

*equity, shall be entitled to an injunction to prevent further actions and/or to compel remedial*

*actions to the extent necessary or appropriate to rectify prior actions.*

*(e) The language in all parts of this agreement shall be in all cases construed simply according to its fair meaning and not strictly against either SSU or PARTNER. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.*