

**BOARD OF SUPERVISORS  
FINANCE/GOVERNMENT OPERATIONS AND  
ECONOMIC DEVELOPMENT COMMITTEE  
INFORMATION ITEM**

**SUBJECT:** Loudoun County-Washington Redskins Marketing Agreement Update

**ELECTION DISTRICT:** Broad Run

**STAFF CONTACT:** Buddy Rizer, Executive Director, Economic Development

**PURPOSE:** This item provides information with regard to the County's eight-year marketing agreement with the Washington Redskins National Football League (NFL) franchise that began in 2012. As part of the agreement, the franchise makes certain season assets annually available for Loudoun Economic Development's use for business attraction and retention. LaRhonda Burley, Partnership Marketing Senior Director for the Washington Redskins and Jane Rodgers, Executive Director of the Washington Redskins Charitable Foundation will be present to outline the market reach of the Washington Redskins, their civic and charitable investments in Loudoun County and the region and the current return on the County's investment realized during the Redskins NFL football season that ended March 31, 2016.

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**BACKGROUND:** On June 19, 2012, the Loudoun County Board of Supervisors approved an eight-year marketing agreement between Loudoun County and the Redskins. This agreement is part of a larger multi-pronged package, which includes a \$4 million grant from the Commonwealth of Virginia and a \$6 million contribution from the Virginia State Lottery. These investments helped retain and expand the Redskins' headquarters and training facility in Loudoun County.

The agreement cost \$2 million over the first four years of the agreement, or approximately \$500,000 per year. The County expects to receive more than \$8 million in total value over the term of the contract, or more than \$1 million per year. This is approximately four times the County's investment. Additionally, the return on investment from the marketing agreement and the operation of Redskins Park in Ashburn has created an annual statewide economic impact of an estimated \$31.2 million (source: the Virginia Economic Development Partnership). The marketing agreement was funded solely from the restricted use portion of the Transient Occupancy Tax (TOT) Fund with no local tax funds, or General Fund monies.

TOT revenues are generated by levying a 7 percent lodging bill tax for customers of hotels, motels, boarding houses, travel campgrounds, and other facilities offering guest rooms rented out

for continuous occupancy for fewer than 30 consecutive days. The revenue generated by the 7 percent lodging tax includes the Restricted TOT portion, or 3 percent, which may be used for promoting tourism, travel, or business that generates tourism or travel in the County. The remaining 4 percent portion, or Unrestricted TOT, may be used for local and regional transportation projects (2 percent) and the General Fund (2 percent).

The partnership with the team gives Loudoun County the ability to leverage the significant national and regional marketing reach of the Redskins NFL franchise for business attraction in ways that the County is unable to obtain within Loudoun Economic Development's limited marketing budget. Some of the key benefits from the marketing agreement in the 2015 season included:

- Various economic development messages through logo presence and full page color ads in team printed and electronic publications;
- Pre-game promotions on print, television and radio media that promotes Loudoun County's sponsorships of games and the benefits of doing business in Loudoun County;
- Loudoun County game day presenting sponsor, including an economic development video in the stadium, during the team's annual alumni homecoming game;
- On-site promotion of Loudoun Economic Development at FedExField games on LED ribbon boards, concourse dioramas and the HD Video Board;
- Multiple mentions of Loudoun County in every broadcast originating from the Redskins Broadcast Network;
- Prominent regional and national exposure through the use of the Loudoun Economic Development's logo on the team backdrop during press conferences held at Redskins Park and official digital platforms such as Facebook, Twitter, Google Plus and Instagram;
- Use of a FedEx Field premium suite for two soccer matches, and tickets to five games per season, for Loudoun County business prospects and clients; and
- Exclusive sponsorship by Loudoun Economic Development at the open-practice Loudoun County Fan Appreciation Day.

Key benefits in earlier seasons offered through the marketing agreement with the Redskins included Loudoun County sponsorship at special events such as the Redskins Welcome Home open practice and luncheon, VIP Meet and Greets with prospective clients and hospitality opportunities at FedExField special sporting events.

DED's mission is to attract and retain businesses in our target industries. To attract businesses, we work to raise the visibility of Loudoun as a prime business location to regional and national companies. The Redskins partnership has been instrumental in accomplishing that goal. For example, our logo displayed on the Redskins press conference backdrops reaches more than 18 million viewers and is worth more than \$1.5 million per 30 seconds. Just that one asset is equivalent to almost 50 percent of our entire department's operating budget, and far exceeds anything we could achieve through our limited advertising budget. On top of that, the team included Loudoun information in 20 NBC TV commercials and 20 ESPN radio ads, representing thousands of dollars of media exposure to the key national capital market. Print ads in the Washington Post and the Washington Times further extended our marketing reach in publications during the past five years. The team also gave Loudoun Economic Development the entire inside front cover of the October 25th game day magazine, along with signage around the stadium and a

commercial aired on the stadium Jumbotron. These are unique marketing platforms that raise awareness of the Loudoun brand with business leaders, entrepreneurs, investors, developers and C-Level Executives.

In addition, business retention is a key component of Loudoun Economic Development's mission as Loudoun County companies employ thousands of local residents and pay millions in local taxes. As such, hosting companies at events through the marketing agreement demonstrates our commitment to supporting their success here in Loudoun County, recognizes them as valuable members of our business community and provides tremendous networking opportunities for business collaboration within their clusters.

**ISSUES:** There are no issues associated with this item.

**ATTACHMENT:**

1. Executed Washington Redskins Sponsorship Agreement



## SPONSORSHIP AGREEMENT

SPONSORSHIP AGREEMENT (this "Agreement") dated as of the 18<sup>th</sup> day of July, 2012, among WFI STADIUM, INC., ("Stadium Company"), and PRO-FOOTBALL, INC., doing business as the Washington Redskins (the "Team" and, together with the Stadium Company, collectively referred to as the "Companies"), each with offices located at 21300 Redskin Park Drive, Ashburn, Virginia, 20147, and LOUDOUN COUNTY, VIRGINIA, political subdivision of the Commonwealth of Virginia ("Sponsor"), with offices located at 1 Harrison Street, S. E., Leesburg, VA 20175. (The Companies and Sponsor are collectively referred to herein as the "Parties".)

In consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

### 1) TERM

- a) The term of this Agreement (the "Term") shall commence as of the date hereof and end on December 31, 2020. A "Football Season" as used herein means the twelve (12) month period beginning April 1 of each calendar year and ending on the immediately following March 31 or, if earlier, the expiration of the Term.

### 2) MARKETING RIGHTS

- a) Each Football Season, during the Term, the Companies shall provide Sponsor with the following marketing elements (the "Marketing Elements"):ol style="list-style-type: none;">- i) Media
  - (1) Team Controlled Media
    - (a) On-Air Mentions
      - (i) In all Team controlled media originating from Redskins Park, the on-air talent will make regular references to Sponsor, such as: "Welcome to this edition of the Redskins Nightly News, live from Redskins Park in the heart of Loudoun County...". Such on-air mentions shall be of a quantity and frequency determined by the Companies in their reasonable discretion.
  - (2) E-mail
    - (a) Sponsor shall receive the opportunity to place a special value based fan-related offer/marketing message in four (4) Team e-mail communications to fans on Team e-mail list(s).

(3) Internet

- (a) Sponsor shall receive one (1) rotational run-of-the-site banner advertisement on the Companies' website ([www.redskins.com](http://www.redskins.com)) to be used by the Sponsor to promote Loudoun County as the Corporate Home of the Washington Redskins. Such banner advertisement shall rotate through the sub-category pages of the Companies' website on a pro-rata basis with other third-party sponsors receiving such banner advertisements.

(4) Press Releases

- (a) In Team-controlled press releases originating from Redskins Park (approximately 300 per year), Team will reference Loudoun County as the originating point of the press release (e.g. "Redskins Park – Loudoun County, Virginia").

(5) Press Backdrop

- (a) During the Term, the Sponsor's logo for "Loudoun County-Corporate Home of the Washington Redskins" will be showcased on the Official Redskins Park press backdrop on a rotational basis with other sponsors.

ii) Non-Game Day Hospitality

(1) Redskins Park Event

- (a) One (1) time per year during the Term on a non-practice day (when the Redskins Park facility ("facility" or "Redskins Park")) is open to outside guests), Sponsor shall receive the right to use the Redskins Park facility for one (1) event:
  - (i) up to two hundred (200) people shall be permitted to attend the event;
  - (ii) the event shall include a tour of Redskins Park (not including restricted areas) and use of mutually agreed upon indoor and outdoor meeting spaces (which may include a large tented area outside the indoor practice facility);
  - (iii) the Companies shall provide Sponsor with on-site parking, standard utilities, basic audio-visual support, and standard cleaning service in connection with such event. All other event expenses and services shall be at Sponsor's sole cost and expense;
  - (iv) the Companies shall cause a Team executive, coach or member of the player personnel department to appear at the event with all details of such appearance to be subject to the Companies' prior written approval.
  - (v) Sponsor shall be required to obtain separately from the Companies' designated concessionaire any food or beverage for the event, the costs of which are not included in the Marketing Fee;
  - (vi) Sponsor may enter into a separate agreement with the Washington Redskins cheerleaders, alumni and/or players to attend the event, on such terms as the parties may agree with Sponsor. The expenses and fees

relating to such appearances are not included in the Marketing Fee.

(vii) Team personnel shall be permitted to attend the event and orally solicit Sponsor's invitees.

(viii) All details of the event shall be subject to the Companies' prior written approval.

(b) Up to five (5) times on non-practice days (when the facility is open to outside guests) per calendar quarter and up to five times per year during the Term, Sponsor shall receive the right to schedule corporate guest tours at Redskins Park (not including restricted areas). Up to ten (10) people shall be permitted to attend each tour.

(c) Sponsor will be permitted to utilize Redskins Park, on a non-practice day (when the facility is open to outside guests), once each calendar quarter and up to four (4) times per year during the Term with potential economic development business prospects or VIP meetings.

(i) up to ten (10) people shall be permitted to attend each event;

(ii) each event shall include a tour of Redskins Park (not including restricted areas);

(iii) the Companies shall provide Sponsor with on-site parking, standard utilities, basic audio-visual support, and standard cleaning service in connection with such event. All other event expenses and services shall be at Sponsor's sole cost and expense;

(iv) Sponsor shall be required to obtain separately from the Companies' designated concessionaire any food or beverage for the event, the costs of which are not included in the Marketing Fee;

(v) Sponsor may enter into a separate agreement with the Washington Redskins cheerleaders, alumni and/or players to attend each event, on such terms as the parties may agree with Sponsor. The expenses and fees relating to such appearances are not included in the Marketing Fee.

## (2) Practice Facility

(a) Sponsor will be permitted to utilize the Redskins Park indoor practice facility/performance bubble, on a non-practice day, once each calendar quarter and up to four (4) times per year during the Term for recreational/sporting events.

(i) The Companies shall provide Sponsor with on-site parking, standard utilities, and standard cleaning service in connection with such event. All other event expenses and services shall be at Sponsor's sole cost and expense.

(ii) Sponsor shall be required to obtain separately from the Companies' designated concessionaire any food or beverage for the event, the costs of which are not included in the Marketing Fee.

(iii) Sponsor may enter into a separate agreement with the Washington Redskins cheerleaders, alumni and/or players to attend the event, on such terms as the parties may agree with Sponsor. The expenses and fees relating to such appearances are not included in the Marketing Fee.

(iv) All details of the event shall be subject to the Companies' prior written approval.

(3) Loudoun County Chamber Event

(a) The Companies shall cause a Redskins Team executive, coach or member of the player personnel department to appear and address event attendees at one (1) Loudoun County Chamber event and make themselves available for a meet and greet afterwards.

(4) The date of the events referred to in subsections (1), (2) and (3) above shall be selected by Sponsor, subject to availability and prior bookings. The Companies reserve the right to reschedule the date upon thirty (30) days notice to the Sponsor.

(5) Sponsor will receive one (1) table (approximately 8 to 10 people) at each Welcome Home Luncheon presented by the Washington Redskins Charitable Foundation each year during the Term.

iii) Washington Redskins Training Camp

(1) Training Camp Display

(a) Sponsor shall have the right to distribute Team-approved materials from a fixed location at training camp during all public sessions. The location of such distribution and dates of such session(s) shall be determined by the Companies in their sole discretion.

(2) Training Camp Mentions

(a) In all Team media and advertising promoting Training Camp, Team shall use commercially reasonable efforts to reference that training camp takes place in Loudoun County, Virginia (i.e. "Redskins Training Camp, hosted in Loudoun County, Virginia ...")

(3) Hospitality Packages

(a) Sponsor shall be permitted to develop hospitality packages based on the Washington Redskins Training Camp, which may include local hotel, restaurant and tourist properties; provided, however, all entities receiving inclusion in such packages and the specific terms of such packages shall in all cases be subject to the Companies' prior written approval.

(4) Sponsor understands that at some time during the term of this agreement the Summer Training Camp may relocate to another city and/or county in the State of

Virginia. If that occurs, the Sponsor and the Companies shall renegotiate the provisions of this agreement related to the Training Camp, such that the Sponsor receives deliverables of equal value.

iv) Sponsor Events

- (1) To the extent the Companies host Sponsor Events for Team sponsors collectively (as opposed to events limited to select Team sponsors), a mutually agreed upon number of Sponsor personnel and guests shall receive invitations for such events. The type, frequency, scheduling, duration and nature of such events shall be determined by the Companies in their sole discretion.
- (2) For purposes hereof, "Sponsor Events" means the Redskins Corporate Partner Golf Outing, all team sponsor day at Training Camp / Mini Camp and similar events for corporate sponsors, but shall not include public ticketed events at the Stadium such as concerts or non-NFL football sporting events, such as soccer or NCAA football.

v) Trademark

- (1) Sponsor shall be permitted to use the Team's trademarks, logos and colors in the Marketing Elements and in certain other materials, in all cases subject to the Team's prior written approval and Sponsor shall be permitted to refer to itself as the "Corporate Home of the Washington Redskins."

vi) FedEx Field

- (1) Sponsor shall receive Presenting Sponsor Status for a Washington Redskins regular season home game during each Football Season of the Term. In connection with this entitlement, Sponsor will receive
  - (a) FedEx Field HD Videoboard and audio mentions;
  - (b) Team-controlled media campaign, including internet, email and print; and
  - (c) One (1) private suite for the game which includes twenty four (24) tickets and six (6) parking passes. Food and Beverage are responsibility of Sponsor, the costs of which are not included in the Marketing Fee.
- (2) Sponsor shall receive four (4) Club-level tickets, four (4) pre-game Field Passes and two (2) premium parking passes for four (4) regular season home games [each Football Season during the Term].

vii) Additional Partnership Assets

- (1) Team shall produce a custom video message in collaboration with Sponsor promoting Sponsor's messaging and will include a personalized greeting and message from the Team owner or General Manager.
- (2) Team will provide a letter of endorsement for Sponsor written by a Team executive.
- (3) The Companies shall provide unique opportunities for Loudoun County, Virginia residents, businesses and their employees to buy tickets for non-NFL events at

FedExField before the general public. Companies and Sponsor shall develop the details and processes for these opportunities within six (6) months of execution of this Agreement.

### 3) CONSIDERATION

- a) The Cash Fee as defined herein, shall be collectively referred to as the "Marketing Fee".
- b) Pre-season, Regular Season & Off-Season
  - i) the Marketing Fee shall be paid by Sponsor to the Companies for the first four (4) Football Seasons during the Term. All Marketing Fee payments are net of any and all agency or third party commissions or fees. The total Marketing Fee shall both be due and payable as follows: The 2012 Cash Fee shall be due within 30 days of execution of this Agreement; the 2013 Cash Fee shall be due in full no later than April 1, 2013; the 2014 Cash Fee shall be due no later than April 1, 2014; and, the 2015 Cash Fee will be due no later than April 1, 2015.
    - (1) Marketing Fee for 2012 Football Season: Five Hundred Thousand Dollars (\$500,000).
    - (2) Marketing Fee for 2013 Football Season: Five Hundred Thousand Dollars (\$500,000).
    - (3) Marketing Fee for 2014 Football Season: Five Hundred Thousand Dollars (\$500,000).
    - (4) Marketing Fee for 2015 Football Season: Five Hundred Thousand Dollars (\$500,000).

The Companies shall provide the Marketing Elements in this Agreement for no additional fees for the 2016, 2017, 2018, and 2019 Football Seasons.

Failure of the Companies to provide the Marketing Elements during each year of the Term (including but not limited to the 2016, 2017, 2018 and 2019 Football Seasons) shall be deemed a default by the Companies. The Companies shall be jointly and severally responsible to the Sponsor for liquidated damages in the amount of \$250,000.00 for each year during the Term, or any portion of a year, that the Companies fail to provide the Marketing Elements. In addition, the Sponsor shall have the right to pursue any and all remedies available under Virginia law.

### 4) AGREEMENT TERMS AND CONDITIONS

#### A. Procedures

The extent and character of the services to be performed by the Companies shall be subject to the general control and approval of the Director , (title) or his/her authorized representative(s). The Companies shall not comply with requests and/or orders issued by other than the (title) or his/her authorized representative(s) acting within their authority for the County. Any change to the Agreement must be approved in writing by the Purchasing Agent and the Companies.

#### B. Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Agreement or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777 0260.

C. Payment of Taxes

All Companies located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Companies prior to the award of any Agreement or Agreement renewal.

D. Insurance

1. The Companies shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Companies assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement.

2. The Companies and all subcompanies shall, during the continuance of all work under the Agreement provide the following:

(a) Workers' compensation and Employer's Liability to protect the Companies from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

(b) Comprehensive General Liability insurance to protect the Companies, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Agreement or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

(c) Automobile Liability insurance, covering all owned, non owned, borrowed, leased, or rented vehicles operated by the Companies.

3. The Companies agree to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

(a) Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000

(b) General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000 aggregate
Fire Damage Legal Liability:	\$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

(c) Automobile Liability:

Combined Single Limit:	\$1,000,000
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4. The following provisions shall be agreed to by the Companies:

(a) The Companies shall secure replacement coverage and furnish a new certificate prior to any change or cancellation of existing insurance coverage. The failure of the Companies to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

(b) Liability Insurance "Claims Made" basis: The liability insurance purchased by the Companies shall be issued on an "occurrence" basis

(c) The Companies must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Companies has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Companies will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

(d) i. The Companies agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

ii. European markets including those based in London, and the domestic surplus lines market that operate on a non admitted basis are exempt from this requirement provided that the Companies' broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

e. i.. The Companies will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

11. Any certificates provided shall indicate the Agreement name and number.

f. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).

g. Compliance by the Companies with the foregoing requirements as to carrying insurance shall not relieve the Companies of their liabilities provisions of the Agreement.

5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

6. The Companies is to comply with the Occupational Safety and Health Act of 1970, Public Law 91 956, as it may apply to this Agreement.

7. If an "ACORD" Insurance Certificate form is used by the Companies' insurance agent, the words "endeavor to" and ". . .but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

8. The Companies agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

#### F. Hold Harmless Clause

The Companies shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Companies. The Companies agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Companies" includes their employees, officials, agents, and representatives. "Companies" also includes sub-companies and suppliers to the Companies. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Agreement. The County is prohibited from indemnifying Companies and/or any other third parties.

#### G. Safety

All Companies and sub-companies performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Companies and sub-companies shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.

#### H. Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates

specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

I. Ethics in Public Contracting

The provisions contained in Sections 2.2 4367 through 2.2 4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2 498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

J. Employment Discrimination by Companies Prohibited

Every Agreement of over \$10,000 shall include the following provisions:

1. During the performance of this Agreement, the Companies agrees as follows:

(a). The Companies will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Companies. The Companies agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b). The Companies, in all solicitations or advertisements for employees placed by or on behalf of the Companies, shall state that such Companies is an equal opportunity employer.

(c). Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

2. The Companies will include the provisions of the foregoing paragraphs, a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-companies or vendor.

K. Drug-Free Workplace

Every Agreement over \$10,000 shall include the following provisions

During the performance of this Agreement, the Companies agrees to (i) provide a drug-free workplace for the Companies' employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Companies' workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or

advertisements for employees placed by or on behalf of the Companies that the Companies maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-companies or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Companies in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

L. Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

M. Immigration Reform and Control Act of 1986

By entering this Agreement, the Companies certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

N. Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Companies for the work, those employees shall perform the work as long as those employees work for the Companies, either as employees or sub-companies, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

O. Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Companies shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Agreement. However, this exemption does not apply to the Companies, and the Companies shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Agreement, including, but not limited to, taxes on materials purchased by a Company for incorporation in or use on a construction project. Nothing in this section shall prohibit the Companies from including its own sales tax expense in connection with the Agreement in its Agreement price.

P. Payments to Subcompanies

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcompany under this Agreement, the Companies shall either:

1. Pay the sub-companies for the proportionate share of the total payment received from the County attributable to the work performed by the sub-companies under this Agreement; or

2. Notify the County and sub-companies, in writing, of his intention to withhold all or a part of the sub-companies' payment and the reason for non-payment.

The Companies shall pay interest to the sub-companies on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Companies shall include in each of its subcontracts a provision requiring each sub-companies to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-companies.

The Companies' obligation to pay an interest charge to a subcompany pursuant to this provision may not be construed to be an obligation of the County.

**Q. Assignment of Agreement**

The Agreement may not be assigned in whole or in part without the written consent of the Purchasing Agent.

**R. Termination**

This Agreement may be terminated by the County only in the circumstances provided below; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted.

**1. Termination for Cause**

In the event of any default by either the Companies or the County, respectively, in the performance of the obligations of such party hereunder, which default is not cured within a period of ten (10) business days following notice thereof to such party by the other party hereto, this Agreement may be terminated by the non-defaulting party by notice to the defaulting party, and the non-defaulting party shall be relieved of any further obligations hereunder, without limitation to such party's rights at law or in equity as a consequence of the other party's breach.

**2. Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

If funds are not appropriated to support continuation of the performance of this Agreement in a subsequent fiscal year, the Sponsor will provide notice of non-appropriation to the Companies no later than August 1 of the immediately preceding year. This Agreement will then be terminated by such notice to the Companies by the Sponsor as of the end of the then current calendar year. The Agreement is pro rated to \$250,00.000 per year for 8 years. If the Agreement is terminated due to unavailability of funds as provided herein, the Sponsor is entitled to \$250,000.00 per year for each year remaining in the term of the Agreement. If, however, termination due to unavailability of funds occurs during the first 4 years, the Sponsor is entitled to the amount it as paid to that time, minus the number of years already performed.

**3. Termination for Convenience**

In addition to the foregoing, (i) this Agreement may be terminated by the Sponsor by notice to the Companies at any time if the Companies no longer maintain their principal corporate offices and headquarters in Loudoun County, Virginia, and (ii) this Agreement may be

terminated by the Companies for convenience at any time upon not less than 30 days' prior notice to the County. The Agreement is pro rated to \$250,000.00 per year for 8 years. If the Agreement is terminated for convenience as provided above, the Sponsor is entitled to \$250,000.00 per year for each year remaining in the term of the Agreement. If, however, termination for convenience occurs during the first 4 years, the Sponsor is entitled to the amount it as paid to that time, minus the number of years already performed.

S. Contractual Disputes

The Companies shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Companies shall submit its invoice for final payment within thirty (30) days after completion or delivery. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Companies within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Companies appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

T. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

U. Applicable Laws/Forum

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Companies expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Companies expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

V. Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County of Loudoun, the Companies shall be duly licensed to perform the services required to be delivered pursuant to this Agreement.

W. Authority to Transact Business in Virginia

A Companies organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business

entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Agreement with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The County may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

#### X. Confidentiality

The Companies acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Companies agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Agreement.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Agreement that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Companies understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Companies understands that violations of this provision may result in termination of the Agreement.

The Companies understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Agreement, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Companies shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

#### Y. Counterparts

This Agreement and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

LOUDOUN COUNTY, VIRGINIA

By:   
Title: Purchasing Agent



Title: **CMO**

PRO-FOOTBALL, INC.

By:   
Title: CMO

The Parties shall also each initial the attached Terms and Conditions in the space provided on the each page of the Terms and Conditions. Failure to do so, however, by either or both Parties shall not in any way affect the validity or enforcement of such Terms and Conditions or the Agreement in its entirety once the Agreement has been fully executed by the Parties in the space provided above.

Sponsor Contact Information:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

*ASSIS*

*COUNTY AITORNB Y*