

## **Sponsorship Agreement**

This Sponsorship Agreement, ("Agreement"), is made as of March 12, 2025, ("Effective Date"), by and between Dunlap Community School District #323, located in Peoria County, Illinois, and Fortress, an Illinois banking corporation.

WHEREAS, Fortress Bank desires to partially supplement traditional government funding sources for the extracurricular programs of District #323 by making a generous contribution to District #323 in exchange for certain Sponsorship Rights as hereinafter provided;

WHEREAS, District #323 is agreeable to grant certain Sponsorship Rights to Fortress Bank in recognition of Fortress Bank's contribution in accordance with District #323 policy and as further; defined in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and consideration in the Agreement as described hereinafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District #323 and Fortress hereby agree as follows:

### *Section 1 - Recitals*

- 1.1.** The recitals of this Agreement are hereby made a part of this Agreement by reference.

### *Section 2 - Defined Terms*

**2.1.** "Branding Materials" means inventory and other certain items used by Fortress related to the Sponsorship Rights granted under this Agreement to support the brand exposure of Fortress at events more fully outlined in this Agreement.

**2.2.** "Designations" means marketing slogans which may be used by the Parties in conjunction with this Agreement, such slogans to be amended from time to time by a mutual agreement between the Parties.

**2.3.** "Name" means the official word, term or phrase by which the Dunlap Training Center will be called as of the Effective Date.

**2.4.** "Sponsorship" means the exclusive right to display signage on the front entrance of the Dunlap Training Center.

**2.5.** "Signage" means a fixed permanent sign, digital or otherwise, located on the exterior entrance of the Dunlap Training Center.

**2.6.** "Term" of the Agreement means a term of ten years with the right for both Fortress and District #323 to review and possibly renegotiate the terms of this agreement upon completion of 5 years from the effective date.

**2.7.** "Dunlap Training Center" means the sports complex located at the intersection of Legion Hall Road and Cedar Hills Drive.

### *Section 3 - Sponsorship and Ancillary Benefits*

**3.1.** During the Term of this Agreement, the Parties agree that Fortress Bank will design signage and/or a logo approved by District #323, to be displayed on the front entrance of the Dunlap Training Center for ancillary marketing and promotional purposes pursuant to this Agreement. The Dunlap School District will be responsible for the cost associated with the creation and mounting of the aforementioned signage. The primary signage may be altered at any time at Fortress Bank's expense, with the approval of District #323.

**3.2.** In connection to the sponsorship rights granted to Fortress Bank herein, District 323 agrees to support the brand exposure of the Dunlap Training Center in conjunction with Fortress Bank.

**Website and Digital Media.** District #323 shall agree to promote the Dunlap Training Center through any social media outlets maintained by District #323. District #323 agrees that Fortress Bank may use its name in any online promotions, press releases, or advertising.

**Printed Materials.** As of the Effective Date, District #323, at District #323's expense, will cause the Dunlap Training Center to be incorporated and used in the printed business, marketing, promotional and press materials of the Dunlap Training Center, including, but not limited to, game and event tickets, programs, or press releases.

**Guest Services.** As of the Effective Date, District #323 agrees to allow Fortress, at their option and expense, to place their logo on any concessions material, including, but not limited to, beverage cups, napkins, popcorn bags, or merchandise bags distributed inside the Dunlap Training Center.

**Promotional Items.** Fortress may provide, at its own expense, promotional items for distribution at Dunlap Training Center events through giveaways, sponsored contests, or other distributions taking place either during the game or event or at a designated area within the Dunlap Training Center.

**3.3.** The Parties agree that each will make a reasonable effort during the Term of this Agreement to acknowledge the Dunlap Training Center by its name and the sponsorship by Fortress Bank in all written or oral references to the Dunlap Training Center.

**3.4.** District #323 retains the right to offer, grant, or sell the right to sponsor any subordinate interior portion of the Dunlap Training Center ("Subordinate Naming Rights"), to any third party.

*Section 4 - Term*

**4.1.** The Term of this Agreement is based upon the continuing partnership between Fortress Bank and District #323 as Fortress Bank serves as the primary banking institution for District #323. This agreement will begin on the Effective Date and continue until March 12, 2036 ("Expiration Date").

**4.2.** Upon completion of five (5) years from the Effective Date, both Fortress and District #323 shall have the right to review and possibly renegotiate the terms of this Agreement. The review process shall begin no later than January 5, 2030 and shall conclude by May 5, 2030. If the parties choose not to negotiate or fail to reach an agreement, this agreement shall renew automatically under the same terms and continue until March 12, 2036.

**4.3.** If Fortress is not in default of this Agreement, the parties may extend the Term of this Agreement for an additional period and cost as agreed upon by the Parties. Fortress will provide District #323 notice by January 1, 2036 of its interest to exercise its Option to Extend the agreement. If no notice is received by January 1, 2036, Fortress Bank will be deemed to have conclusively declined its Option to Extend and District #323 will be free to enter into negotiations with third parties regarding the purchase of the Dunlap Training Center Sponsorship Rights following the Expiration Date of this Agreement.

*Section 5 - Fees and Costs*

**5.1.** In consideration of the Sponsorship Rights and Ancillary Benefits granted by District #323 herein, Fortress Bank agrees to pay the Sponsorship Fee on or before the Effective Date of the given year, following the receipt of an Invoice from District #323 at least thirty days prior to the effective date, in the amounts set forth in the table below. This payment will be due January 1, 2026, and each January 1 thereafter until paid in full. This sponsorship is based on a calendar year.

<u>Year</u>	<u>Sponsorship Fee</u>
2026-2027	\$30,000.00
2027-2028	\$30,000.00
2028-2029	\$30,000.00
2029-2030	\$30,000.00
2030-2031	\$30,000.00
2031-2032	\$30,000.00
2032-2033	\$30,000.00
2033-2034	\$30,000.00
2034-2035	\$30,000.00
2035-2036	\$30,000.00

**5.2.** Upon any termination of this Agreement, other than a lawful termination by District #323 as a result of a default by Fortress, Fortress shall be entitled to a pro-rata refund of the Sponsorship Fee for the remaining portion of the Term for which the Sponsorship Fee had been paid.

**5.3.** District #323 agrees to bear the cost of purchasing the original Signage to be mounted at the Dunlap Training Center. If either party determines that any signage needs refreshing, such as painting or the replacement of lettering, Fortress shall bear that cost. Additionally, Fortress Bank agrees to bear the cost of any Primary Logo or Dunlap Training Center change brought about by a subsequent name change as well as the cost of any promotional materials or giveaways brought into the Dunlap Training Center by Fortress Bank.

### *Section 6 - Defaults and Remedies; Termination*

**6.1.** In the event Fortress Bank fails to pay any installment of the Sponsorship Fee when due, and such a failure continues for a period of fifteen days after written notice is given to Fortress Bank, or in the event Fortress Bank fails to comply with any obligations herein contained and such failure continues for a period of ninety days after written notice is given to Fortress Bank, District #323 shall be entitled to terminate this Agreement on a date not less than ninety days after the date of default.

**6.2.** In the event District # 323 fails to comply with any obligations herein contained, Fortress Bank shall demand District #323 cure the failure to comply within ninety days. If such failure is not curable, or District #323 fails to cure the failure, Fortress Bank shall be entitled to terminate this Agreement on a date not less than ninety days after the date of default, and shall be entitled to the pro rata reimbursement for the remaining portion of the Term for which the Sponsorship Fee had been paid.

**6.3.** Unless otherwise provided in this Agreement, if performance under this Agreement is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the Parties, including, but not limited to, fire, flood, epidemic, earthquake, tornado, wind storm, explosion, act of god, strike or labor dispute, (a "Force Majeure"), the restricted party will not be in breach of this Agreement and the performance or obligation of such party will be excused for a period of time equal to the period during which the Force Majeure prevents such performance.

### *Section 7 - Mediation/Arbitration*

#### Mediation

**7.1.** In the event any controversy arising under this agreement is not resolved by informal negotiations within thirty days after either party requests such negotiations, the parties shall attempt to select a mediator. If they cannot agree on a mediator, then the case

shall be referred to the nearest office of the American Arbitration Association for mediation; that is, an informal, nonbinding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the case. ·

**7.2.** The parties are free to select any mutually acceptable panel member from the list of mediators at the American Arbitration Association. If the parties cannot agree or have no particular choice of mediator and simply request that the American Arbitration Association assign one to the case, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains; the mediator shall be selected by the Administrator of the American Arbitration Association from the remaining names.

**7.3.** The mediation process shall continue until the case is resolved or the mediator makes a finding that there is no possibility of settlement through mediation or either party chooses not to continue further

#### Arbitration

**7.4.** If the dispute cannot be resolved through mediation, then the following arbitration provisions shall apply.

**7.5.** All claims, disputes, and other matters in question arising out of, or relating to this contract or the breach thereof, shall be decided by binding and mandatory arbitration in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually and in writing agree otherwise. This agreement to arbitrate shall be specifically enforceable under the Uniform Arbitration Act.

**7.6.** Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association, The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be battled by the applicable statute of limitations.

**7.7.** The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

*Section 8 - Miscellaneous Provisions*

**8.1.** All notices, offers, consents or other communications between the Parties required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or delivered by certified U.S. Mail and addressed to the address of the intended recipients at the following address:

Fortress Bank  
c/o President  
9000 N. Knoxville Ave.  
Peoria, IL 61615

Dunlap Community Unit School District #323  
c/o Superintendent  
400 S. Fourth Street  
Dunlap, Illinois 61525

**8.2.** Any party may change its address by giving notice in writing stating its new address to the other party.

**8.3.** No party to this Agreement shall be or become the agent of any other party for any purpose in connection with the performance of any part of this Agreement. Neither party shall be liable for the act or omissions of the other party. This Agreement is not to be construed as a franchise agreement, and it does not create a partnership or a joint venture. Nothing contained herein shall be construed to give Fortress Bank any control over or responsibility for the operation of the Dunlap Training Center or any other aspect of District #323.

**8.4.** No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence of said default. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver, acquiescence, in, or consent to any further or succeeding default of the same nature.

**8.5.** In the event of any legal action or proceeding, the party that prevails shall be entitled to reimbursement of all reasonable attorneys' fees and associated court costs.

**8.6.** This Agreement contains the entire agreement and understanding between the Parties and supersedes any prior understandings and oral or written agreements between them respecting this subject matter, there are no representations, agreements, arrangements or

understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

**8.7.** As the Parties have participated jointly in the preparation of this Agreement, the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this contract. The terms and provisions of this contract shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this contract.

**8.8.** This Agreement shall be interpreted under the laws of the State of Illinois, with Dunlap Training Center in Peoria County, Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application thereof to any Party or circumstance is prohibited by applicable law, that provision shall only be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, or the application of such provisions to other Parties or circumstances.

**8.9.** The terms and details of this Agreement shall inure to the benefit of and be binding on the successors in the interest of both Parties.

**8.10.** All section titles and captions contained herein are for convenient reference only and shall not be deemed a part of the context of this Agreement.

**8.11.** This Agreement may be executed in two or more counterparts, each of which shall be deemed too be an original and all of which, taken together, shall be deemed part of the Agreement.

[Signatures on following page]

*Section 9 – Signatures*

(The Parties have executed this Agreement as of the date above);

**FORTRESS BANK**

\_\_\_\_\_  
**Keith Worner**  
Title: \_\_\_\_\_

\_\_\_\_\_  
**Date**

**DUNLAP COMMUNITY SCHOOL DISTRICT #323**

\_\_\_\_\_  
**Dr. Scott Dearman**  
Title: **Superintendent**

\_\_\_\_\_  
**Date**