



## SPONSORSHIP AGREEMENT

**Agreement Date (the “Effective Date”):** As of May 25, 2022  
**Sponsorship Amount:** US\$5,000  
**Partner Name:** Friends on Bikes Seattle

This Sponsorship Agreement (“**Agreement**”) is being entered into by and between Recreational Equipment, Inc. (“**REI**”) and Friends on Bikes Seattle (“**Partner**”). REI and Partner are collectively referred to herein as the “**Parties**” and at times each is individually referred to herein as a “**Party**”. For good and valuable consideration, the receipt, adequacy, and legal sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:


1. **Term.** The term of this Agreement will begin on the Effective Date and will continue through December 31, 2022 (the “**Term**”).
2. **Consideration.** REI has approved a flat sponsorship fee (the “**Sponsorship Fee**”) to Partner in the amount set forth above in furtherance of Partner’s mission to promote and support diversity and inclusion in outdoor activities (the “**Mission**”). Payment of the Sponsorship Fee is subject to Partner furnishing REI with any required tax or other government documents necessary for REI to process the payment. Payment will be made following REI’s receipt of such documents and a proper invoice from Partner.
3. **In-Kind Product.** REI will also provide:
  - a. in-kind product valued up to \$7,000 retail value, prioritizing REI Co-op products and subject to inventory availability; and
  - b. as available, REI may provide swag for pop-up “surprise and delight” activities (items may include, but are not limited to, water bottles, steel pints, coupons, stickers).
4. **Reports and Tax Treatment.** Partner agrees to participate in four (4) quarterly calls, facilitated by REI for all current partners, and submit to REI an annual progress report describing the Partner’s activities. Partner is responsible for reporting and paying any taxes related to the Sponsorship Fee. Partner will use the Sponsorship Fee only for purposes that support the Mission, and if Partner is an organization described in Section 501(c)(3) of the United States Internal Revenue Code (the “**Code**”), Partner will use the Sponsorship Fee only for the Partner’s 501(c)(3) charitable purpose.
5. **Promotional Activities.**
  - a. Partner agrees to acknowledge REI and the Sponsorship Fee made under this Agreement and support the partnership with REI in all customary and appropriate ways (the “**Promotional Activities**”).
  - b. As used herein, the term “**Partner Materials**” shall mean any materials used by Partner in connection with the Promotional Activities. Partner represents and warrants the Partner Materials shall not violate or infringe upon the rights of any third party.

- c. If Partner elects to publish any Partner Materials on any website, social media accounts, blog, YouTube channel(s) and/or other online, mobile or other digital media channels or platforms as now exist or as may be developed during the Term, each such post shall comply with Federal Trade Commission (FTC) Guidelines Concerning the Use of Endorsements and Testimonials, and any other applicable laws, rules or regulations. Partner hereby grants REI the right and license to re-gram, re-tweet, follow, like, share, reproduce, distribute, comment on, reply to comments on, otherwise interact with and otherwise use each such post.
  - d. If Partner elects to conduct a raffle, contest or sweepstakes promotion (“**Promotion**”) in which a product or service of REI or provided by REI (each, a “**REI Product**”) is available as a prize, Partner will be solely responsible for conducting such promotion in accordance with all applicable laws. REI shall have the right to approve the official rules, any use of the REI Marks, and (with respect to any prizes whose approximate retail value exceeds \$600 [each, a “**Major Prize**”]) the winner’s affidavit of eligibility/publicity release (“**Release**”) proposed by Partner for the Promotion, Partner agrees to include REI in the list of released parties that are identified in the official rules for the Promotion, and Partner agrees that it will not issue the REI Product as a Major Prize in the Promotion unless and until the winner signs a Release that releases REI from any and all liability arising out of the Promotion, the acceptance, use, misuse of the Major Prize or the participation in any prize-related activity.
6. REI Marks. Subject to the terms and conditions of this Agreement, REI hereby grants Partner a non-transferable, non-exclusive, royalty-free right and limited license to use REI’s name, trademarks, logos, and other indicia supplied by REI (collectively, the “**REI Marks**”) in accordance with the “Specifications” (as defined herein) in connection with the Promotional Activities during the Term. Please email Jenny Avalos, eavalos@rei.com for current REI logo files. Any use by Partner of any REI Marks: (1) will not present or portray REI or any REI Product in a manner that a reasonable person would view as derogatory or disparaging, and (2) will not depict any REI Product being used improperly or as if it does not function properly (the foregoing, along with any criteria or requirements provided in logo and trademark usage guidelines issued by REI from time to time, are collectively referred to herein as the “**Specifications**”).
7. General.
- a. This Agreement may be modified or amended only by a writing signed by REI and Partner.
  - b. The laws of the United States of America, State of Washington, without giving effect to conflict or choice of law provisions that would result in applying the law of any other jurisdiction, shall govern the validity, construction, and performance of this Agreement. Venue for any and all actions shall be in the state or federal courts located in Seattle, Washington, and each Party consents to the personal jurisdiction of such courts and waives any objection based on forum non convenience.
  - c. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the balance of this Agreement shall remain in full force and effect and this Agreement shall be construed in all respects as if such invalid, illegal or unenforceable provision were omitted.
  - d. This Agreement may be executed in multiple counterparts by the Parties. Execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as execution of an original, and a facsimile or electronic signature (including a signature in an Adobe PDF or similar copy of this Agreement) shall be deemed an original and valid signature.
  - e. Partner hereby agrees to keep REI informed of any change of its contact information.

- f. Partner will indemnify REI from and against any third party claims, damages and liabilities arising from or relating to any breach or allegation that, if true, would constitute a breach of Partner's representations, warranties, covenants or obligations hereunder.
- g. No agency, partnership, joint venture or employment relationship is created between REI and Partner by this Agreement, and neither Party shall have the right or authority to bind the other Party in any way.
- h. This Agreement, is the entire agreement among the Parties hereto relating to the Sponsorship Fee and supersedes all previous negotiations, commitments, writings and understandings between the Parties hereto concerning the Sponsorship Fee.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above:

RECREATIONAL EQUIPMENT, INC.


DocuSigned by:  
  
692F7700FBCC4EB...

By:

Its:  
Date: 5/27/2022

\_\_\_\_\_

Friends on Bikes Seattle

DocuSigned by:  
  
C9D1DB7EE95F44D...

By:

Its:  
Date: 5/27/2022

\_\_\_\_\_