



Marketing & Sponsorship Agreement

Joan Opp
President/CEO
1860 Embarcadero Road
Palo Alto, CA 94303

Sponsor: Stanford Federal Credit Union
Start Date: 08/01/17
End Date: 7/30/25

THIS MARKETING AND SPONSORSHIP AGREEMENT ("Agreement") is made and entered as of September 1st, 2017 by and among **STANFORD FEDERAL CREDIT UNION** (referred to as "Sponsor") and **STANFORD ATHLETICS** ("Provider").

WHEREAS

1. Provider holds the exclusive marketing and sponsorship rights for the Stanford University Department of Athletics.
2. Sponsor wishes to market its products and/or services through its association with Stanford Athletics and by sponsoring Stanford Athletics.

NOW, THEREFORE, in consideration of the foregoing, Sponsor and Provider (the "Parties") agree as follows:

1. Term and Termination of Agreement. The term of this Agreement is eight (8) years. Each contract year commences on August 1 and ends on July 31 ("Contract Year") of the following year. Either party may terminate this Agreement in the case of an uncured breach by the other party. The non-breaching party must notify the breaching party of such breach in writing and the breaching party will have thirty (30) calendar days to cure any such breach; provided however that there will be no cure period in the event of a breach that cannot be cured.

2. Sponsorship Benefits.

a. During the Term, provided that Sponsor fulfills all of its payment obligations to Provider, Sponsor will receive, in each Contract Year, the benefits described on Exhibit A attached to this Agreement and made a part hereof (the "Benefits"). The parties recognize that the benefits to be received by Sponsor will occur on an ongoing basis during the Term of this Agreement and that the timely provision of such benefits may, in some cases, be subject to minor delays. Therefore, the parties will act in good faith to assure timeliness, and Provider shall use best efforts to timely deliver benefits and to reasonably provide substitute benefits should it fail to provide a benefit in a timely manner.

b. All Benefits that contemplate the use in any way of the name, brand, mark, logo or corporate identity of the Sponsor, or of any affiliated entity require the **prior written approval** of representatives of the both parties which prior approval shall not be unreasonably withheld. In each case, such approval shall not be unreasonably withheld, conditioned or delayed. Both parties will respond in writing (email) no later than ten (10) University Business Days after receipt of a request for approval.

3. Payments

a. The total payment for the first Contract Year for the Term shall be **\$300,000 net cash in 2017-18 with current and future payment schedules listed below** and shall cover the following by the Contract Years:

Payment Schedule:

- 2017-18: \$300,000 in total
 - September 30, 2017: \$75,000
 - November 30, 2017: \$75,000
 - February 28, 2018: \$75,000
 - June 30, 2018: \$75,000

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- 2018-19: \$330,000 in total
 - August 31, 2018: \$82,500
 - November 30, 2018: \$82,500
 - February 28, 2019: \$82,500
 - June 30, 2019: \$82,500
- 2019-20: \$363,000 in total
 - August 31, 2019: \$90,750
 - November 30, 2019: \$90,750
 - February 28, 2020: \$90,750
 - June 30, 2020: \$90,750
- 2020-21: \$399,300 in total
 - August 31, 2020: \$99,825
 - November 30, 2020: \$99,825
 - February 28, 2021: \$99,825
 - June 30, 2021: \$99,825
- 2021-22: \$439,230 in total
 - August 31, 2021: \$109,807.50
 - November 30, 2021: \$109,807.50
 - February 28, 2022: \$109,807.50
 - June 30, 2022: \$109,807.50
- 2022-23: \$483,153 in total
 - August 31, 2022: \$120,788.25
 - November 30, 2022: \$120,788.25
 - February 28, 2023: \$120,788.25
 - June 30, 2023: \$120,788.25
- 2023-24: \$500,000 in total
 - August 31, 2023: \$125,000
 - November 30, 2023: \$125,000
 - February 28, 2024: \$125,000
 - June 30, 2024: \$125,000
- 2024-25: \$500,000 in total
 - August 31, 2024: \$125,000
 - November 30, 2024: \$125,000
 - February 28, 2025: \$125,000
 - June 30, 2025: \$125,000

c. Provider shall invoice Sponsor thirty (30) days in advance of the Payment Due Date. Payment shall be paid by check payable to “Stanford Athletics” and sent to Arrillaga Family Sports Center Attn. Matt Woodward, 641 E Campus Dr. Stanford, CA 94305

d. Late payments are subject to a late payment fee of 2% per month (24% APR) or the highest rate allowed by law.
A late payment is one not received within thirty (30) days of the Payment Due Date.



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4. **Force Majeure.** No party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing party's control and without such party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockouts ("Force Majeure"). If any Force Majeure condition affects Provider's ability to perform its obligations set forth hereunder, Provider shall give written notice to Sponsor, and Provider will offer mutually agreeable make-good benefits to Sponsor in direct and fair proportion to the benefits not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"). The Make-Good Benefits shall be subject to Sponsor's approval which approval will not be unreasonably withheld or delayed. Until such time as the Make-Good Benefits are agreed upon, Sponsor will continue to pay the full sponsorship fee to Provider as set forth above.

5. **University Athletics Department Marks.** To the extent that any of the Sponsor's Benefits described in Exhibit A hereto include the right to make use of University's athletics logos or trademarks ("Stanford Athletic\ Marks"), Sponsor agrees that use of Stanford Athletic Marks is non-exclusive, limited and non-transferable. and must be approved in writing by Stanford Athletics and/or the University's Director of Business Affairs prior to such use. Sponsor agrees not to make use of such Marks in any retail promotion outside of the scope of this Agreement without the approval of the University or its authorized agent and the payment of any required license fee. All right, title and interest in and to the Stanford Athletics is and shall remain the sole and exclusive property of Provider.

6. **Indemnification.** To the fullest extent permitted by law, each Party agrees to indemnify, defend and hold the other party, including its trustees, members, officers, directors, employees, and other agents, harmless from any and all liability resulting from or related to any claim, complaint and/or judgment for any negligent act or acts of intentional misconduct by a party to this Agreement ("Indemnifying Party") or any breach of this Agreement.

7. **Miscellaneous.**

a. Sponsor and Provider will comply with all federal, state and local laws as well as all rules of the Pac – 12 Conference and NCAA rules and regulations in connection with their respective performance under this Agreement to the extent that they are applicable to each party hereto. To that end, Sponsor shall not make use of any student-athlete's name, image or likeness (as defined by the NCAA) without advance written approval of Athletics Department's Compliance Services Office. Provider hereby indemnifies and holds Sponsor harmless for acting in accordance with such approval.

b. All notices hereunder must be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt) with a copy mailed by certified mail, return receipt requested, (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or (d) when received by the address, if sent by e-mail to the appropriate e-mail address of the address. [Notice to Sponsor shall be as follows]:

c. No Party shall have the right to transfer or assign its rights or obligations under this Agreement without the express prior written consent of the other Parties. In the event that any Party shall cease conducting business in the normal course, become insolvent, except in the event of a sale of substantially all of Sponsor's assets, admit in writing its inability to meet its debts as they mature, make a general assignment for the benefit of creditors, or is the subject of a petition in bankruptcy and such petition is not dismissed within sixty (60) days from its filing, then at the option of the other Party, this Agreement shall terminate immediately and be of no further force and effect.

d. This Agreement constitutes and contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings or agreements with respect thereto.

e. No amendment to this Agreement shall be valid unless in writing signed by each of the Parties hereto.



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f. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such right or any other rights.

g. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

h. Sponsor and Provider are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other Party.

i. This Agreement may be executed in counterparts by facsimile or electronic signature, each of which shall be deemed an original and each counterpart together shall constitute one document. Each Party represents and warrants that the person whose signature appears below for Sponsor is duly authorized to execute this Agreement and legally bind that Party under this Agreement.

j. The prevailing party in any dispute between the parties arising out of the interpretation, application, or enforcement of any provision of this Agreement shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including, without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial, or appellate proceedings.

k. This Agreement is entered into and will be performed in California and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action) shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary

ACCEPTED and AGREED:

STANFORD FEDERAL CREDIT UNION
1860 EMBARCADERO AVE
PALO ALTO, CA 94303

By: _____

Joan Opp
President/CEO

Date: _____

STANFORD ATHLETICS
641 E CAMPUS DRIVE
STANFORD, CA 94304

By: _____

Tommy Gray
Associate AD, External Relations

Date: _____



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EXHIBIT A

BENEFITS

Category Exclusive

- SFCU will be designated as the Stanford Athletics exclusive credit card partner.
- SFCU will be able to market as “Official Credit Card” in association with Stanford Athletics.
- Designated as part of the Team Stanford program

Designation

- SFCU will be able to use “Official Partner” designation and the ability to use the logo lock-up.
- Stanford Athletics will keep SFCU up to date with Stanford logos, phrases, and branding concepts for creative.

Athletics Credit Card

- Option to create a brand new athletics version of the Stanford Rewards Card tied to the Alumni Rewards BIN card. The reward offerings, reward vendor, variable rate of this card can be changed at the discretion of the Credit Union and can change at any time. If any changes involve Stanford Athletics, it must be approved by Stanford Athletics.
- SFCU may have a minimum of two (2) designs of the card.
- The credit card may be marketed as “Stanford Athletics Fan Credit Card” or “Stanford Athletics Fan Rewards Credit Card”

Tickets and Hospitality

Football

- Eight (8) football season tickets.
- Eight (8) passes to Cardinal Gardens (VIP pre-game) for all home games.
- Four (4) VIP Parking Passes for all home games.

Men's Basketball

- Four (4) courtside tickets/hospitality passes to all men's basketball home games.
- Four (4) lower level tickets to all men's basketball home games.
- Two (2) premium parking passes for all men's home basketball games.

Women's Basketball

- Two (2) courtside tickets/hospitality passes to all women's basketball home games.
- Four (4) lower level tickets to all women's basketball home games.
- Two (2) premium parking passes for all women's home basketball games.

Women's Volleyball

- Four (4) lower level tickets to all home women's volleyball games.

Golf

- One (1) foursome invite for the Corporate Partnerships Golf Tournament per year.

My Rewards

Football

- VIP road trip with the football team for two (2) people once per season.
- Travel on team flight/bus, stay at team hotel, includes food and beverage, attendance at VIP events, and tickets to game.
- Ten (10) invites to the VIP Football Kick-off event at Stanford.



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- Ten (10) invites to the Stanford Football Women's Clinic.

Women's Basketball

- Ten (10) invites to the VIP Women's Basketball Tip-Off event at Stanford.

Golf

- Four (4) rounds of foursomes at the Stanford Golf Course.

Game Sponsorships

Football

- SFCU will be the game sponsor of one (1) home football game per year during the length of the contract. Game sponsorship is TBD.
- SFCU will be mentioned on tickets as presenting sponsor if game is selected before tickets are printed.
- Thirty (30) tickets to the game sponsorship.
- Thirty (30) VIP hospitality passes to Cardinal Gardens.
- On-Field Game Ball Presentation with a Stanford Athletics representative (includes coordinated scoreboard logo placement and PA announcement).
- Branded placement in the main scoreboard LED signage rotation of an additional two (2) minutes.
- Eight (8) Video Board Instant replays throughout the game.
- Four (4) :10 second PA announcements including logo recognition on the video scoreboard.
- Four (4) radio broadcast on-air live read mentions.
- One (1) half-time radio interview during the Stanford Football game day radio broadcast.
- Logo on Game Program.
- Opportunity to distribute co-branded premium fan giveaway approved by Stanford licensing and operations (SFCU responsible for costs of giveaway item).

Men's Basketball

- SFCU will be the game sponsor of one (1) home men's basketball game per year during the length of the contract. Game sponsorship is TBD.
- SFCU will be mentioned on tickets as presenting sponsor if game is selected before tickets are printed.
- Thirty (30) tickets to the game sponsorship.
- Thirty (30) tickets to Jimmy V's Pre-game food and beverage prior to game sponsorship.
- On-Court Game Ball Presentation with a Stanford Athletics representative (includes coordinated scoreboard logo placement and PA announcement).
- Branded placement in the main scoreboard LED signage rotation of an additional two (2) minutes.
- Eight (8) Video Board Instant replays throughout the game.
- Two (2) :10 second PA announcements including logo recognition on the video scoreboard.
- Four (4) radio broadcast on-air live read mentions.
- One (1) half-time radio interview during the Stanford Men's Basketball game day radio broadcast.
- Opportunity to distribute co-branded premium fan giveaway approved by Stanford licensing and operations (SFCU responsible for costs of giveaway item).

Women's Basketball

- SFCU will be the game sponsor of one (1) home women's basketball game per year during the length of the contract. Game sponsorship is TBD.
- SFCU will be mentioned on tickets as presenting sponsor if game is selected before tickets are printed.
- Thirty (30) tickets to the game sponsorship.
- On-Court Game Ball Presentation with a Stanford Athletics representative (includes coordinated scoreboard logo placement and PA announcement).
- Branded placement in the main scoreboard LED signage rotation of an additional two (2) minutes.



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- Eight (8) Video Board Instant replays throughout the game.
- Two (2) :10 second PA announcements including logo recognition on the video scoreboard.
- Opportunity to distribute co-branded premium fan giveaway approved by Stanford licensing and operations (SFCU responsible for costs of giveaway item).

Baseball

- SFCU will be the game sponsor of one (1) home baseball game per year during the length of the contract. Game sponsorship is TBD.
- SFCU will be mentioned on tickets as presenting sponsor if game is selected before tickets are printed.
- Thirty (30) tickets to the game sponsorship.
- On-Field Game Ball Presentation/First Pitch with a Stanford Athletics representative (includes coordinated scoreboard logo placement and PA announcement).
- Two (2) :10 second PA announcements including logo recognition on the video scoreboard.
- Opportunity to distribute co-branded premium fan giveaway approved by Stanford licensing and operations (SFCU responsible for costs of giveaway item).

Women's Volleyball

- SFCU will be the game sponsor of one (1) home women's volleyball game per year during the length of the contract. Game sponsorship is TBD.
- SFCU will be mentioned on tickets as presenting sponsor if game is selected before tickets are printed.
- Thirty (30) tickets to the game sponsorship.
- On-Court Game Ball Presentation/First Pitch with a Stanford Athletics representative (includes coordinated scoreboard logo placement and PA announcement).
- Branded placement in the main scoreboard LED signage rotation of an additional two (2) minutes.
- Eight (8) Video Board Instant replays throughout the game.
- Two (2) :10 second PA announcements including logo recognition on the video scoreboard.
- Opportunity to distribute co-branded premium fan giveaway approved by Stanford licensing and operations (SFCU responsible for costs of giveaway item).

Digital

GoStanford.com

- One million (1,000,000) impressions with a mix of branded content and display advertising.
- Permanent logo and link on every page of GoStanford.com with Team Stanford Partners.

E-Mail

- Six (6) e-mail inclusions in Official Athletics Newsletter.

Social Media

- Six (6) social media posts on Stanford Athletics platforms per year of the contract. Scheduling of when the posts are started will be mutually agreed upon.

Direct Mail

Season Ticket Inserts

- SFCU will be included in the season ticket mailings for football, men's basketball, women's basketball and baseball.

Print

Football, Men's Basketball, and Women's Basketball

- One (1) ½ page advertisement in all game programs and yearbooks.



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Television

Pac-12 Network

- One (1) :30 second TV and In-Game spot during all Stanford Athletics games televised on Pac-12 Networks.
- Stanford Athletics will provide air times of television spots and any analytics they can provide on the reach and effectiveness of the television spot.
- Commercial will be produced by Stanford Athletics Video Team within the first year of the partnership. A new commercial will be produced every three (3) years of the sponsorship.

Radio

Football

- Four (4) :30 second commercial spots during all twelve (12) football games.
- One (1) live read during all twelve (12) football games.

Men's Basketball

- Four (4) :30 second commercial spots during all thirty (30) men's basketball games.
- One (1) live read during all thirty (30) men's basketball games.
- Stanford Athletics will provide air times of radio spots and any analytics they can provide on the reach and effectiveness of the radio spots.

On-Site

- SFCU will be able to bring MobiCU and/or tabling opportunities at twenty-five (25) Stanford Athletics events agreed upon per year of the agreement.
- SFCU will be able to present two (2) coaches breakfasts per year and have the first five (5) minutes of the meeting to speak to the group.

Use of Facilities

- SFCU may use a room or space in Stanford Facilities for four (4) total cardholder/recruiting event or company events per year in the agreement. Spaces available for usage are The Courtside Room in Maples Pavilion, The Director's Level in Stanford Stadium, and The Fieldhouse at Stanford Stadium. All requests for usage from SFCU must be approved by Stanford Athletics on a case by case basis.
- SFCU will be responsible for staffing cost, cleaning costs, food, drinks, and incidentals pertaining to the use of facilities.

Signage

Football

- Six (6) game minutes of recognition on videoboard
- Six (6) logo inclusions on instant replays during all home games.
- Three (3) game minutes of logo inclusion on LED Ribbon during play.
- One (1) in-game feature during all home games.

Men's and Women's Basketball

- Six (6) logo inclusions on instant replays during all home games.
- Three (3) game minutes of TV-Visible Courtside Signage for all home basketball games.
- One (1) in-game feature during all home games.

Olympic Sports

- Logo recognition at Olympic sports venues, including women's volleyball, men's tennis, women's tennis, men's soccer, and women's soccer.

Street Pole Banners

- SFCU will receive logo placement on the Stanford Athletics pole banners along El Camino Real to run



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September to November throughout each season of the partnership. All artwork will be approved by Stanford Athletics.

Dedicated Emails

- In year 1 (2017-18), Stanford Athletics will send six (6) dedicated emails to a segmented database of Stanford Athletics season ticket members and fans. E-mail content will be approved by Stanford Athletics before sending to database.
- Stanford fans will not receive the same email more than two (2) times during a given year.
- Option to add two (2) additional emails in sequential years (2018-25), depending on effectiveness and email recipient feedback.
- Emails will promote the credit card rewards program.
- Emails are inclusive (not in addition to) the agreement between Stanford Alumni Association and Stanford Federal Credit Union.

Meetings

- Stanford Athletics Corporate Partnerships and SFCU Marketing will have one (1) meeting per quarter during the length of the contract.
- There will be at least one (1) annual discussion of the marketing plan for the upcoming year