

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9131

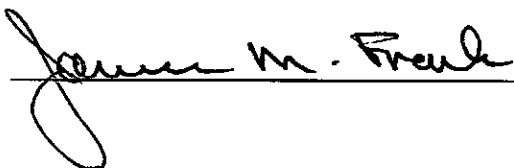
DATE 4-15-21

TITLE

Contract Agreement for Naming Rights of Bowman Field

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMSPORT that the Agreement attached hereto, and between the City of Williamsport and Muncy Bank & Trust Company, is hereby approved, and the Mayor and City Controller are hereby authorized to execute the Agreement.

Approved

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
President

## Naming Rights Agreement

This Agreement, made this \_\_\_\_\_ of \_\_\_\_\_ 2021, constitutes the licensing of the naming rights for the historic baseball park located at 1700 West Fourth Street in the City of Williamsport, Pennsylvania, hereinafter referred to as "Ballpark".

The City of Williamsport, a municipal government formed and operating under the laws of the Commonwealth of Pennsylvania, and hereinafter referred to as "City", is the sole and exclusive owner of the Ballpark and has the authority to enter into this agreement.

Cutting Edge Baseball LLC d/b/a Williamsport Crosscutters, hereinafter referred to as "Team" is a professional MLB Draft League franchise, which has a permit to use the Ballpark under an Operation and Maintenance Agreement with the City.

The Muncy Bank & Trust is a banking institution organized and operating under the laws of the Commonwealth of Pennsylvania, with retail and commercial banking facilities located in multiple municipalities of the Commonwealth, and is hereinafter referred to as "Bank".

The Bank desires and the City agrees to the licensing of the naming rights for the Ballpark pursuant to the terms and conditions herein set forth, to wit:

- (1) The Bank shall pay to the City an annual sum of Thirty Thousand Five Hundred Dollars (\$30,500) for the term of this Agreement, as the purchase price of the naming rights of the Ballpark, including all exterior areas, such as parking areas and poles and light posts as well as electronic message boards visible outside the Ballpark.
- (2) Payment for the year of 2021 shall be waived to allow all necessary permits to be issued and installation of new signage. Beginning in 2022, and for each subsequent year during the term of this Agreement, payment shall be by or before April 1st of each year, with the first payment being due April 1, 2022. Payments shall be payable to The City of Williamsport and sent to the City's Department of Finance for proper recording and depository transmittal.
- (3) The parties agree that the use of the Ballpark by the Team is an important inducement to Bank and is a key factor in determining the value of the naming rights. In the event that the Team is no longer using the Ballpark, or the Operation and Maintenance Agreement is terminated, Bank and City agree that in the event no replacement professional team contracts to use the Ballpark before the next payment is due Bank shall have the option to terminate this Agreement for any remaining years for which payment has not been made or Bank may request that the Bank and the City negotiate a revised annual purchase price for the naming rights and if such mutual agreement is reached and a modification executed this Agreement will continue as modified.
- (4) The term of this Agreement is six (6) years, beginning in 2021 for the 2021 season. This Agreement may be renewed by the parties for an additional five (5) years, subject to mutually agreed upon terms and conditions for any renewal period. Should the parties be unable to agree upon terms and conditions for any further renewal term by October 1 of the final year of the term, the City, at its option, may begin to seek other offers for future periods.
- (5) The Ballpark, under this Agreement, shall be named Muncy Bank Ballpark at Historic Bowman Field referred to hereinafter as the ("Name"). It is expressly understood and agreed that this Naming Rights Agreement does not replace, preclude or otherwise eliminate the longstanding traditional and historic name of the playing field within the Ballpark, which shall remain named as Historic Bowman Field. Bank may develop at its cost a logo for Muncy Bank Ballpark at Bowman Field and the City

agrees to use the Name and, when available, the logo in all print or media advertising as well as directional information. Bank shall be permitted to use Muncy Bank Ballpark on venue signage where size or design limitations do not accommodate inclusion of the "at Historic Bowman Field".

(6) It is further expressly understood and agreed that except as restricted by the current Team agreement, the City reserves the right to sell naming rights to individual components within the Ballpark, provided, however, that no banking institution shall be allowed to purchase such rights in order to preserve the full recognition of the Bank's purchase of the overall Ballpark naming rights. An example of an interior component, for which naming rights could be sold by the City within the Ballpark, would include the third base side event and concession area or the home and visiting team clubhouse or grandstand seating or the press box.

(7) The Bank, under this Agreement, has the right to place appropriate identifying signage on the exterior of the Ballpark, on top of the Ballpark scoreboard, and at the entrance of W. 4th Street displaying its name and the name of the Ballpark. All costs associated with the purchase, installation, maintenance, repair, replacement and removal of such signage shall be at the sole expense of the Bank and nothing in this Agreement should be construed as making the City responsible for any such costs, time and effort. The Bank may negotiate with the prior naming rights sponsor regarding the existing signage and structures. Locations, size, and design of signage are agreed to be negotiated by the parties in good faith within thirty (30) days of the execution of this Agreement. The City agrees that its approval of signage that meets all requirements, laws or ordinances will not be unreasonably withheld.

(8) The Bank's signage may be illuminated to assure its visibility during any and all hours of the day and night and during any and all days of each year. The Bank may use such signage for Bank advertising on non-game days and during the off season. The Bank shall be solely responsible for the costs of illumination and the electrical energy made available to and consumed by such signage. The electrical energy for any illuminated signage shall be separately metered and the utility provider energy billings shall go to the Bank for the Bank's payment directly to the utility provider. In the event that the utility provider policy requires that the Ballpark owner (the City) be the sole party billed for such electrical energy use, the City shall provide the Bank with copies of such billings and the Bank shall, within twenty (20) days thereafter, reimburse the City fully for such billings.

(9) It is expressly agreed by the Bank that any and all signage placed at the Ballpark must comport to the provisions of the City's codes.

(10) The Bank shall, at all times of installation and existence of its signage at the Ballpark, maintain insurance sufficient to cover any liability and casualty associated with the signage. This insurance shall be, at a minimum, coverage in the amount of Two Million Dollars (\$2,000,000) overall and One Million Dollars (\$1,000,000) per event. The City shall be named as additional-insured on any and all insurance policies related to this coverage and a copy of the Bank's insurance policy, including any renewals or replacement coverage, must be provided to the City as verification that insurance is in place.

(11) Indemnification:

(a) The Bank shall defend, indemnify and hold harmless, to the extent permitted by law, the City and its respective employees, directors, agents, representatives, affiliates, subsidiaries and officers from and against any and all claims, damages, causes of action, judgments, liens, losses and costs and liabilities including, attorneys fees and other litigation expenses arising from Bank's acts, negligence or breach of this Agreement and/or any litigation, arbitration, hearing, governmental inquiry or investigation or other proceeding commenced by any third party alleging or arising from claims of wrongful conduct by Bank, including, but not limited to, negligence or breach of contract, except to the extent that such damages, claims, losses and judgments and costs incident thereto are caused by the negligence or intentional

misconduct of any party seeking indemnification hereunder.

(b) The City shall defend, indemnify and hold harmless, to the extent permitted by law, the Bank, its officers, directors, shareholders, affiliates, subsidiaries and employees from and against any and all claims, damages, causes of action, judgments, liens, losses and costs and liabilities including, attorneys fees and other litigation expenses arising from the City's acts, negligence or breach of this Agreement and/or from any litigation, arbitration, hearing, governmental inquiry or investigation or other proceeding commenced by any third party alleging or arising from claims of wrongful conduct by the City including, but not limited to, negligence or breach of contract, except to the extent that such damages, claims, losses and judgments and costs incident thereto are caused by the negligence or intentional misconduct of any party seeking indemnification hereunder.

(c) The indemnified party shall notify the indemnifying party immediately upon its receipt of notice of a claim to which sections 11(a) and 11(b) may apply. After accepting the defense of the claim of indemnified party, the indemnifying party shall have sole control of the defense of the claim and all negotiations for the settlement or compromise thereof at its own costs and expense, including the costs and expense of attorneys' fees and disbursements in connection with such defense, settlement or compromise; provided, however, the indemnified party shall be entitled to participate in the same, at its own expense and with counsel of its choice, and no settlement or compromise shall be completed in the absence of the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. The mutual obligations under this section shall survive for one year after the termination or expiration of this Agreement.

(12) Under this Agreement, the City would regard as a default inter alia, the non-payment of the annual naming rights fee as specified in Section 2 or the failure to maintain adequate insurance as specified in Section 10. The Bank would regard as a default the termination of the Team Operation and Maintenance Agreement without a successor equivalent professional league team using the Ballpark, the closure of the Ballpark during the baseball season due to loss or damage that cannot be repaired within sixty (60) days. All three parties agree that if any party or any of the principal officers of the party is indicted locally on a criminal charge involving moral turpitude or either party or any of its principal officers is implicated in an event or series of events of notoriety, disrepute, impropriety or indecency, or resulting in a significant risk related to public health or safety, the other party may terminate this Agreement immediately upon notice without creating by such termination any right or period for cure and without incurring any additional fee or obligations hereunder. The failure of the Bank or the City to meet any other requirement hereunder, which failure continues for sixty (60) days after notice from the non-defaulting party will also constitute an event of default. In the event of any default for which notice was not a prerequisite to declaring a default, the non-defaulting party shall notify the other party in writing and the defaulting party shall have ten (10) days thereafter to cure the default.

In the event of an uncured default, the non-defaulting party shall have the right to terminate this Agreement and if the Bank is the defaulting party, the City may upon the occurrence of an uncured event of default direct that the Bank, at the Bank's sole expense and effort, promptly remove its signage from the Ballpark. In the event the non-defaulting party incurs any costs or expenses including reasonable attorneys' fees and costs due to such default, the defaulting party shall be liable for the same.

(13) The Bank shall designate a contact person within the Bank who shall serve as principal liaison with the City in connection with activities engendered under this Agreement. The City designates the Mayor as its principal liaison.

(14) Notices by and between the Bank and the City pursuant to the Agreement shall be submitted in writing and sent to:

FOR THE BANK:

Joseph O'Neill, Jr., CPA  
SVP/CFO  
The Muncy Bank & Trust Company  
2 N Main Street  
Muncy, PA 17756

FOR THE CITY:

The Mayor  
The City of Williamsport  
245 West 4th Street  
Williamsport, PA 17701

Notices shall be sent either by the United States Postal Service, Return Receipt Required, or electronically, provided the latter means can verify proper receipt by the intended recipient.

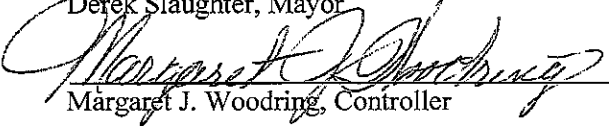
The parties hereto, intending to be legally bound, have executed this agreement effective on the date shown above,

ATTEST:

**CITY OF WILLIAMSPORT**

\_\_\_\_\_  
Janice Frank, City Clerk

\_\_\_\_\_  
Derek Slaughter, Mayor

  
\_\_\_\_\_  
Margaret J. Woodring, Controller

WITNESS:

**THE MUNCY BANK & TRUST COMPANY**

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