

## SPONSORSHIP AGREEMENT FOR ECONOMIC DEVELOPMENT SUPPORT

This Sponsorship Agreement for Economic Development and Tourism (the “Agreement”) is made between the CITY OF SUGAR LAND, TEXAS (“City”) and FORT BEND COUNTY (“Sponsor”) as of the Effective Date (defined below).

### RECITALS:

**WHEREAS**, on or about September 2, 2025, the City entered into that Host City Supporter Agreement with the Sports Authority Foundation, whereby the City was designated a Host City Supporter for FIFA World Cup 2026 (the “HCS Agreement”); and

**WHEREAS**, the HCS Agreement confers certain rights and benefits upon the City, related to FIFA World Cup 2026; and

**WHEREAS**, the City is authorized to extend certain FIFA World Cup 2026 related benefits to the Sponsor; and

**WHEREAS**, Sponsor wishes to provide financial support to the City, to sponsor its economic development efforts related to FIFA World Cup 2026; and

**WHEREAS**, Sponsor seeks to enhance and promote tourism and the convention and hotel industry in Fort Bend County through such sponsorship;

**WHEREAS**, in consideration of Sponsor’s sponsorship of the City’s economic development efforts related to FIFA World Cup 2026, the City agrees to provide certain benefits to and acknowledgments of the Sponsor; and

**WHEREAS**, the sponsorship is consistent with the values and purpose of the City; and

**WHEREAS**, the City expresses its appreciation to the Sponsor and accepts the sponsorship as provided in this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the City and the Sponsor agree as follows:

### AGREEMENT:

- 1. Recitals Incorporated.** The recitals set forth above are adopted and incorporated into this Agreement.
- 2. Definitions.** In this Agreement:

*Agreement* means this Sponsorship Agreement for Economic Development and Tourism.

*City* means the City of Sugar Land, Texas.

*Effective Date* means the latest of the dates this Agreement is signed by the City and the Sponsor.

*Host City* means the City of Houston, Texas.

*Sponsor* means Fort Bend County.

*Sponsor Benefits* means the benefits granted to the Sponsor by the City in exchange for the Sponsorship Payment, as shown on Exhibit A attached hereto and incorporated herein by reference.

*Sponsorship Payment* means the payment made by the Sponsor to the City hereunder, in support of the City's economic development efforts related to FIFA World Cup 2026.

### **3. Term and Termination.**

a. This Agreement is effective on the Effective Date and terminates on: (i) the date both parties have fulfilled all of their obligations hereunder; or (ii) termination of this Agreement by Sponsor or City, whichever occurs.

b. Either party may terminate this Agreement at any time, by providing not less than fifteen (15) days' prior written notice of the termination to the other party. In the event Sponsor elects to terminate the Agreement pursuant to this Section 3.b., the City will refund a portion of the Sponsorship Payment, to the extent any benefits hereunder have not yet been received by the Sponsor. If the Sponsor terminates this Agreement after all Sponsor Benefits have been received, then Sponsor will not be entitled to any refund of any portion of its Sponsorship Payment, and the City will have no obligation to refund any portion of the Sponsorship Payment.

c. Either party may terminate this Agreement at any time in the event of a material breach of this Agreement by the other party. If this Agreement is terminated due to the material breach of this Agreement by Sponsor, Sponsor will not be entitled to any refund of any portion of its Sponsorship Payment, and the City will have no obligation to refund any portion of the Sponsorship Payment. If this Agreement is terminated due to the material breach of this Agreement by the City, the City will return any unexpended portion of the Sponsorship Payment to the Sponsor, based on the Sponsor Benefits, if any, which remain outstanding. If no Sponsor Benefits remain outstanding as of the date of the termination by Sponsor, then Sponsor will not be entitled to any refund of any portion of its Sponsorship Payment, and the City will have no obligation to refund any portion of the Sponsorship Payment.

d. Either party may terminate this Agreement at any time if performance hereunder becomes impossible because of any act of God, war, earthquake, hurricane, fire, strike, accident, civil commotion, epidemic, pandemic, act of government, its agencies or offices, or any other cause beyond the control of the parties. In the event this Agreement is terminated due to an event of force majeure, the City will return any unexpended portion of the

Sponsorship Payment to the Sponsor, based on the Sponsor Benefits, if any, which remain outstanding. If no Sponsor Benefits remain outstanding as of the date of the force majeure, then Sponsor will not be entitled to any refund of any portion of its Sponsorship Payment, and the City will have no obligation to refund any portion of the Sponsorship Payment.

e. Notwithstanding anything to the contrary stated above, in the event of a termination under this Section 3, prior to any such termination the party seeking the termination or alleging a breach, agrees to provide written notice (“Notice”) to the other party stating the termination or the specific failure or default and, if a party is alleging failure or default hereunder, providing the other party with the right to cure any such failure or default within ten (10) business days of receipt of Notice.

#### **4. Sponsor Obligations.**

a. Sponsor agrees to pay the Sponsorship Payment to the City, in the amount of \$250,000.00 within thirty (30) days of the Effective Date of this Agreement. Sponsor’s failure to pay the Sponsorship Payment to the City within in that timeframe will result in the immediate termination of this Agreement, with no further action required by the parties.

b. Sponsor grants to the City the non-exclusive right and license to use Sponsor’s name and logo (“Sponsor Marks”) in branding opportunities that are included as part of the Sponsor Benefits.

c. Sponsor acknowledges that one or more of the Sponsor Marks may be incidentally captured in photographs, audiovisual recordings and/or other forms of recordation by or on behalf of the City, or any other party authorized by the City (each an “Incidental Capture”). Incidental Capture of the Sponsor Marks by the City, shall not: (A) require any approval by Sponsor; (B) constitute an infringement of any of Sponsor’s Marks; or (C) give rise to any claim by Sponsor for a breach hereof or damages, statutory fees or penalties, or injunctive or other relief.

d. Sponsor will obtain any necessary permissions to use logos, photographs, trademarks, trade names, copyrighted materials, or any other legally protected property it uses, or provides to the City for use, in any and all advertising and promotional materials related to this Agreement.

e. Sponsor will not suggest endorsement by association with the City in any commercial messages.

f. Sponsor will not suggest endorsement by, or association with, the Sports Authority Foundation or Fédération Internationale de Football Association of FIFA-Strasse 20 (“FIFA”), related to this Agreement or the benefits received by Sponsor hereunder.

#### **5. City Obligations.**

a. The City will provide the Sponsor with the Sponsor Benefits, which the parties agree

are commensurate with the value of the Sponsorship Payment.

b. The City is not responsible for any claims, costs, or damages that Sponsor may incur as result of delays, cancellation, or rescheduling of any Sponsor Benefits.

c. The City makes no representations or warranties regarding any benefits that may be received by Sponsor as a result of the Sponsorship, outside of the Sponsor Benefits.

d. The Sponsor's logo will not be placed on any City website(s) ending in ".gov".

## **6. Miscellaneous.**

a. Entire Agreement. This Agreement represents the entire contract between the City and the Sponsor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

b. Subject to HCS Agreement. Any and all Sponsor Benefits conferred on the Sponsor hereunder are subject to the terms and conditions of the HCS Agreement. If it is determined that any of the Sponsor Benefits are disallowed under the HCS Agreement, the City will either: (1) refund the Sponsor that portion of the Sponsorship Payment equivalent to the value of the disallowed benefit; or (ii) replace the disallowed Sponsor Benefit with a benefit of similar value, as determined by the City in its sole discretion.

c. No Endorsement. This Agreement does not constitute an endorsement by the City of the Sponsor, or the Sponsor's services, products, or programs. Additionally, the Sponsor is not permitted to represent in any manner that such services, products, or programs have been endorsed by the City.

d. No Partnership. Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture, or agency relationship between the City and the Sponsor, and neither party will have the authority to bind the other in any respect.

e. Non-Exclusivity. The City does not award exclusive sponsorships nor establish exclusive relationships with sponsors. Sponsor will not imply that such preferential relationship exists between Sponsor and the City.

f. Non-Transferable. The Sponsorship is non-transferable.

g. Assignment. This Agreement may not be assigned.

h. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Notice sent by email must be followed up with a copy sent by regular mail, unless confirmation of the email's receipt by the intended recipient is received by the sender. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices will be delivered to the following addresses:

City: City Manager  
City of Sugar Land  
P. O. Box 110  
Sugar Land, Texas 77487  
Email: mgoodrum@sugarlandtx.gov

With a copy to: Director of Economic Development  
City of Sugar Land  
P. O. Box 110  
Sugar Land, Texas 77487  
Email: ehuff@sugarlandtx.gov

Sponsor: Fort Bend County  
Attn: Carlos Guzman  
245 Commerce Green Blvd, Suite 165  
Sugar Land, Texas  
Email: Carlos.guzman@fortbendcountytexas.gov

If either party changes its mailing or email address, it will notify the other party in writing of the change, as provided for in this section.

i. Compliance with Laws. All of Sponsor's rights are subject to any federal, state, and local laws and ordinances applicable to and during the Event. Sponsor agrees to comply with all such laws and ordinances, as well as any rules and regulations required by the City or previously provided to Sponsor.

j. Law Governing and Venue. The law of the State of Texas governs this Agreement and no lawsuit may be prosecuted on this Agreement except in a court of competent jurisdiction located in Fort Bend County, Texas.

k. Dispute Resolution Procedures. If any party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The City will pay one-half and the Sponsor will pay one-half of the mediator's fees.

l. Waiver. A waiver of any breach of any of the provisions of this Agreement will not be construed as a continuing waiver of other breaches of the same or other provisions.

m. Severability. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

n. Survival. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.

**CITY OF SUGAR LAND, TEXAS**

**SPONSOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

*DAnn Shea Smith*

Exhibits:

A – Sponsor Benefits

## **EXHIBIT A**

### Sponsor Benefits

In exchange for the Sponsorship Payment, and to the extent allowed by the HCS Agreement, the City hereby extends an invitation to the Sponsor to attend FIFA World Cup 2026 matches and events and, to that end, grants Sponsor the following benefits:

- 8 individual day passes for one (1) day to the Host City VIP hospitality space at the FIFA Fan Festival.
- 1 fiberglass soccer ball for participation in the Host City Art of Soccer campaign.
- Exclusive branding opportunities integrated across select World Cup–related events and initiatives, with specific activations to be determined..
- VIP access to an official watch party thrown by the City.
- Ten (10) orchestra tickets and suite lounge access to one (1) show at Smart Financial Centre Sugar Land (food and beverage included).
- One (1) private suite at a Space Cowboys game at Constellation Field in Sugar Land (food and beverage included).