**SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (this “Agreement”) is entered into as of this 1st day of April, 2013, by and between NEW BELGIUM BREWING COMPANY, INC., a Colorado corporation (“NBB”) with offices at 500 Linden Street, Fort Collins, Colorado 80524, and Adventures for the Cure (“AFTC”), a 501c3 non-profit corporation (“Promoter”), with offices at 6030 Marshalee Drive, Suite 578; Elkridge, MD 21075-5935.

**Recitals**

WHEREAS, the Promoter is involved in organizing, promoting and presenting an event known as the Patapsco 100 to be held at Patapsco State Park, 8125 Johnnycake Road; Woodlawn, MD (the “Venue”) on July 7, 2013 (the “Event”); and

WHEREAS, NBB desires to become a sponsor of the Event pursuant to the terms set forth in this Agreement.

**Agreement**

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations contained herein, NBB and the Promoter agree as follows:

# **Term; Renewal**. Subject to the parties’ rights to terminate this Agreement, the term of this Agreement shall commence as of the date first set forth above and expire at the conclusion of the final day of the Event provided that all of the obligations of the parties have been fulfilled (the “Term”). The Promoter will offer NBB the right of first refusal to negotiate with the Promoter for renewal of this Agreement for subsequent Events.

# **Payments**.

## NBB agrees to pay to the Promoter an amount equal to $1,000 for the Event (the “Fee”) and the other compensation set forth in Exhibit A (the “Compensation”) in exchange for the sponsorship benefits described below. NBB shall pay the Fee to the Promoter by April 19, 2013. The Compensation shall be provided in accordance with the timeframes established in Exhibit A.

## The Promoter agrees to work towards making the Event “green,” which may include but is not limited to using renewable sources of energy, minimizing concessionaire waste through the use of a coordinated recycling effort at the Venue, purchasing items that are made of recycled products, encouraging attendees of the Event to carpool, or purchasing carbon offsets.

# **Sponsor Benefits**. Subject to the terms and conditions of this Agreement, during the Term, the Promoters agree to provide to NBB the sponsorship rights and benefits set forth in Exhibit B. All out-of-pocket costs for promotions, client entertainment, and advertising materials (including the costs of artwork and other costs associated with the production of such materials) which are not specifically included in Exhibit B as being the responsibility of the Promoters shall be paid for and provided by NBB.

# **Force Majeure**. In the event either party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such party. Notwithstanding the foregoing, if the Force Majeure Event results in the Promoter being unable to reschedule such Event within ninety (90) days of the scheduled date, NBB will be entitled to terminate this Agreement upon written notice to the Promoter and the Promoter agrees to promptly refund to NBB the Fee previously paid to the Promoter in connection with such Event. As used herein, the term “Force Majeure Event” shall mean the occurrence of an event outside the reasonable control of either party such as artist illness; accident; an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

# **Representations, Warranties and Covenants**.

## The Promoter hereby represents, warrants and agrees that (i) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement, (ii) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (iii) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound, (iv) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement, (v) that the person signing this Agreement on behalf of such party has the full authority to do so, (vi) it has good title to the Event Marks (as defined below) and has the right to grant the license provided for hereunder in accordance with the terms and conditions hereof, (vii) NBB’s use of the Event Marks under the terms of this Agreement does not infringe the proprietary rights of any third party, and (viii) there is no claim, action, proceeding or other litigation pending or threatened (to the knowledge of the Promoter) with respect to the Promoter’s ownership of the Event Marks that, if adversely determined, would restrict or otherwise interfere in any material respect with the exercise by NBB of the rights purported to be granted to NBB hereunder.

## NBB hereby represents, warrants and agrees that (i) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement, (ii) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (iii) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound, (iv) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement, (v) that the person signing this Agreement on behalf of such party has the full authority to do so, (vi) it has good title to the NBB Marks and has the right to grant the license provided for hereunder in accordance with the terms and conditions hereof, (vii) Promotor’s use of the NBB Marks under the terms of this Agreement does not infringe the proprietary rights of any third party, and (viii) there is no claim, action, proceeding or other litigation pending or threatened (to the knowledge of NBB) with respect to NBB’s ownership of the NBB Marks that, if adversely determined, would restrict or otherwise interfere in any material respect with the exercise by the Promoter of the rights purported to be granted to the Promoter hereunder. NBB further represents and warrants that (a) this Agreement is entered into solely for the purchase of certain marketing rights and benefits as described herein and for no other purpose, (b) NBB’s purchase of the rights and benefits provided hereunder is in no way conditioned upon any agreement or understanding between NBB and the Promoters that the Promoters will require its concessionaires at the Event to purchase any alcoholic beverage produced, sold or offered for sale by NBB, (c) by purchasing the rights and benefits under this Agreement, NBB does not agree, expect or intend to induce the purchase by the Promoter’s concessionaires of any alcoholic beverage produced, sold or offered for sale by NBB and (d) NBB has no agreement with any stockholder, officer or director of any alcoholic beverage retail licensee related to or respecting this Agreement.

# **Trademarks and Copyrights**.

## The Promoter grants NBB the limited non-exclusive non-assignable right to use trademarks, trade names, service marks, or logos owned by it (the “Event Marks”) in connection with NBB’s role as a sponsor pursuant to this Agreement. Prior to undertaking any distribution or displaying of the Event Marks, NBB shall submit a copy and/or sample of any proposed use of the Event Marks to the Promoter for its review and approval, at least two (2) days in advance of the proposed date of such use, and shall not use the Event Marks if the Promoter objects to such use; provided however, in the event that the Promoter fails to respond, it shall be deemed to have approved such use. NBB acknowledges the Promoter’s exclusive right, title, and interest in and to the Event Marks. NBB acknowledges that its use of the Event Marks shall not create any right, title, or interest by NBB in or to the Event Marks, and that all uses of the Event Marks by NBB shall inure to the benefit of the Promoter. NBB agrees that it shall not authorize or represent that it is empowered to authorize any other person to use the Event Marks nor in any manner represent that it has any ownership rights in the Event Marks. NBB agrees to assist the Promoter to the extent necessary to protect any of the Promoter’s rights to the Event Marks. NBB hereto acknowledges and admits that there is no adequate remedy at law for failure to discontinue use of the Event Marks, and agrees that the Promoter shall be entitled to equitable relief as any court with jurisdiction may deem just and proper, including specific performance of the Agreement to discontinue use of the Event Marks.

## NBB grants the Promoter the limited non-exclusive non-assignable right to use trademarks, trade names, service marks, or logos owned by it (the “NBB Marks”) in connection with the Event as reasonably incidental thereto. Prior to undertaking any distribution or displaying of the NBB Marks, the Promoter shall submit a copy and/or sample of any proposed use of the NBB Marks to NBB for its review and approval, at least two (2) days in advance of the proposed date of such use, and shall not use the NBB Marks if NBB objects to such use; provided however, in the event that NBB fails to respond, it shall be deemed to have approved such use. All uses of the NBB Marks by the Promoter shall include such designations that are legally required or useful for enforcement of trademark or service mark rights, such as ®, TM or SM as specifically directed by NBB. NBB shall have the right, from time to time, to revise the above designation requirements and to require such other notices as shall be reasonably necessary to protect the rights and interests of NBB and the NBB Marks. The Promoter acknowledges NBB’s exclusive right, title, and interest in and to the NBB Marks. The Promoter acknowledges that its use of the NBB Marks shall not create any right, title, or interest by the Promoter in or to the NBB Marks, and that all uses of the NBB Marks by the Promoter shall inure to the benefit of NBB. The Promoter agrees that it shall not authorize or represent that it is empowered to authorize any other person to use the NBB Marks nor in any manner represent that it has any ownership rights in the NBB Marks. The Promoter agrees to assist NBB to the extent necessary to protect any of NBB’s rights to the NBB Marks. The Promoter hereto acknowledges and admits that there is no adequate remedy at law for failure to discontinue use of the NBB Marks, and agrees that NBB shall be entitled to equitable relief as any court with jurisdiction may deem just and proper, including specific performance of the Agreement to discontinue use of the NBB Marks.

# **Indemnification**.

## NBB agrees to indemnify, defend and hold the Promoters, and their respective parents, subsidiaries, affiliates, officers, directors, agents and employees harmless from and against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs whatsoever initiated by a third party (including reasonable attorney fees) (hereinafter referred to as “Claims”) arising out of NBB’s breach, misrepresentation or non-performance under this Agreement or NBB’s agents’ negligence or willful misconduct.

## The Promoter agrees to indemnify, defend and hold NBB, its parent, its subsidiaries, its affiliates, officers, directors, agents and employees, harmless from and against any and all Claims arising out of: (i) Promoter’s breach, misrepresentation or non-performance under this Agreement or Promoter’s or Promoter’s agents’ negligence or willful misconduct; or (ii) Promoter's failure to comply with any third party obligations or any applicable local, state, federal or site laws, rules or regulations regarding any and all promotions or activities it conducts in connection with this Agreement, including the Event.

## The Promoter assumes any and all risks associated with the use of NBB’s goods, including but not limited to any alcohol, provided pursuant to Exhibit A and the Promoter agrees to indemnify, defend and hold NBB, its parent, its subsidiaries, its affiliates, officers, directors, agents and employees, harmless from and against any and all Claims arising from or related to the use or distribution of such goods.

## The provisions of this Section will survive the expiration of the Term or the earlier termination of this Agreement.

# **Termination**. This Agreement may be terminated for cause by any party on written notice to the other parties upon the happening of any one of the following: (i) the filing by or against any party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) by any party if there is a material breach, failure to perform or default by any other party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within three (3) days of such party’s receipt of written notice from any other party. In the event this Agreement is terminated by NBB in accordance with part (ii) of this paragraph, the Promoter agrees to refund to NBB any amounts paid to the Promoter with respect to the Event less the reasonable fair market value of the benefits provided as of the date of such termination. Notwithstanding the foregoing, NBB shall be entitled to terminate this Agreement in the event there is a use of any NBB Mark by the Promoter that is not approved or deemed approved by NBB and/or which is not covered under this Agreement and such notice continues after two (2) day’s notice to the Promoter.

# **Confidential Information**. For purposes of this Agreement, “Confidential Information” means any and all information or proprietary materials in every form and media not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by one party (the “Disclosing Party”) to any other party (the “Receiving Party”) in connection with the efforts contemplated hereunder, including but no limited to: (i) trade secrets; (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto; (iii) information relating to business plans, sales or marketing methods and customer lists or requirements; (iv) all lists of NBB’s current, former and prospective customers, employees of customers and claimants and all information relating to and identified with such persons; and (v) any information which, under the circumstances taken as a whole, would reasonably be deemed to be confidential. Receiving Party shall hold in trust and confidence Confidential Information and, except as otherwise set forth herein, avoid the disclosure, release, or dissemination thereof to any other person or entity using the same degree of care as it uses to avoid the unauthorized disclosure, release or dissemination of its own confidential information of similar nature, but not less than reasonable care. Receiving Party shall be permitted to disclose Disclosing Party’s Confidential Information to Receiving Party’s employees, agents, and contractors to the extent necessary to fulfill the terms contemplated by this Agreement. In addition, the parties agree that the terms of this Agreement are confidential, and that neither party shall disclose copies of this Agreement or the terms thereof to any third party for any purpose without the prior written consent of the other party, unless the disclosure is made by a party to its own accountants, attorneys or agents, or the disclosure is required by any legal proceedings or similar process. The Receiving Party shall return or, at the Disclosing Party’s request destroy, any and all copies of the Disclosing Party’s Confidential Information in the Receiving Party’s possession and/or control within 7 days of the termination or expiration of this Agreement.

# **Insurance**. The Promoter will procure and maintain in force with duly licensed insurance carriers the following occurrence-based insurance for the duration of this Agreement:

## Worker’s compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Promoter hereunder and employer’s liability with minimum limits of at least One Million Dollars (US$1,000,000.00);

## Comprehensive general liability insurance covering bodily injury and property damage with minimum limits of at least One Million Dollars (US$1,000,000.00) per occurrence and Two Million Dollars (US$2,000,000.00) in the aggregate;

## To the extent applicable as it would pertain to the obligations hereunder, business auto liability insurance with a limit of not less than One Million Dollars (US$2,000,000) each accident.

## The Promoter shall cause NBB to be added as an additional insured under such policies, provide NBB with certificates of insurance coverage and provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to NBB. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, the Promoter will deliver evidence of replacement insurance to NBB.

# **Independent Parties**. The parties are and will at all times remain independent from one another. Nothing contained herein will be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between the Promoter and NBB and its agents within the meaning of any federal, state or local law.

# **Notices**. All notices and communications regarding the performance and responsibilities of the respective parties and otherwise given by either party to the other party to this Agreement shall be in writing and shall be delivered in person (by hand or by messenger), or by fax or shall be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or Federal Express, UPS or other similar recognized private overnight delivery service, prepaid, and by facsimile transmission. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, fax confirmation or date of first refusal, if that be the case. Notice hereunder shall be addressed to:

# If sent to NBB:

# New Belgium Brewing Company 500 Linden St. Fort Collins, CO 80524 Attn: Mike Keller Fax: (970) 530-2173 Tel: (970) 221-0524

# If sent to the Promoter:

# Adventures for the Cure 6030 Marshalee Drive Suite 578 Elkridge, MD 21075-5935 Fax: Tel: 434-823-0819

# **Restriction of Assignment**. Neither party shall have the right or power to assign its rights or obligations under this Agreement without the written consent of the other party; provided, however, that either party may assign its rights and obligations hereunder to a parent, subsidiary or affiliate without such prior written consent.

# **Waiver**. The failure of any of the parties to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.

# **Entire Agreement**. This Agreement contains the entire agreement between the parties and merges any prior representations, warranties, or understandings they may have had regarding the subject matter of this Agreement. This Agreement may not be amended or modified except by a writing executed by all parties.

# **Counterpart; Facsimile Signatures**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies or photocopies of signatures shall be as valid as originals.

# **Governing Law**. This Agreement and the parties’ conduct arising out of or related to it shall be governed by Colorado law, without regard to its choice of law rules.

# **Forum Selection**. The parties to this Agreement will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement through discussions between the parties. As part of this process, either party may request a mediation. If these attempts are unsuccessful, either party may pursue all legal remedies available to it. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement shall be brought in any court of competent jurisdiction in the State of Colorado, or the United States Federal Court sitting in the State of Colorado and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the full extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

# **Severability**. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.

# **No Restrictions**. Nothing contained in this Agreement shall be deemed in any way to prohibit or restrict the right or freedom of any party to conduct any business activity unrelated to the Event without any obligation or accountability to the other even if such business or activity directly competes with the business of the other.

# [*Signature Page Follows*]

IN WITNESS WHEREOFthe parties have executed this Agreement by their properly authorized signatories,

**NBB**:

NEW BELGIUM BREWING COMPANY, INC.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AFTC:**

ADVENTURES FOR THE CURE

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **EXHIBIT A**

**Promoters In-Kind Compensation**

* NBB to list the Patapsco 100 event on NBB’s event page within national website.
* NBB will promote AFTC and the Patapsco 100 through its Maryland Facebook page
* NBB will provide banners or other appropriate signage promoting NBB’s sponsorship of Adventures for the Cure for use at all 2013 cycling events where NBB beer is served.
* NBB will assist AFTC in obtaining best pricing for product to be served at all events.
* NBB will attend the Patapsco 100, and talk about NBB’s craft beers with participants within a full NBB set-up area.

**EXHIBIT B**

**Sponsor Rights and Benefits for Event**

* NBB to appear on AFTC’s website, social media (Facebook and Twitter) outlets, and all print associated with the AFTC events where New Belgium’s beer will be served.
* NBB logo to appear on AFTC’s jerseys for all events associated with beer pouring.
* AFTC will publish 1 post every 12 days (approximately) to AFTC’s Facebook page with

NBB specific-content that will be bike related, community related, and relevant to the AFTC’s audience and this content will be determined in conjunction with AFTC.

AFTC will execute the “Digital Promotion Campaign” as outlined in Exhibit D, below.

* Logo placement promoting NBB’s sponsorship on event signage.
* NBB banner(s) at all events serving NBB beer
* Event-set up space provided for NBB at the Patapsco 100, including access for pickup truck and 15’ trailer.
* A “thank you” announcement from the stage/ceremony area of all events with NBB beer.
* 3 “thank you” announcements from the stage during the Patapsco 100 event, with one announcement including a “thank you” to AFTC from a NBB representative.
* AFTC will submit a report to NBB by December 1, 2013 that includes any of the following information captured by AFTC: final media impressions/metrics, consumer information and leads collected via online marketing, on-site interaction, click-through statistics on any weblinks associated with NBB, a wrap-up report featuring any video footage, final Event numbers, results from consumer surveys and overall media statistics.

**Digital Promotion Campaign**

* AFTC will include a short mention announcing NBB as a sponsor within a pre-event email about the Patapsco 100, and other events with NBB product, to participants.
* AFTC will include a short mention as a “thank you” of NBB as a sponsor within a post-event email to participants, at all events including NBB product.
* AFTC will promote its relationship with NBB, throughout 2013, highlighting shared values, commitment to bike advocacy, and sustainability.