

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
24-1275

SAP Number  
\_\_\_\_\_

### Sheriff/Coroner/Public Administrator

<b>Department Contract Representative</b>	<u>Kelly Welty, Chief Deputy Director of Sheriff's Administration</u>
<b>Telephone Number</b>	<u>(909) 387-0640</u>
<b>Contractor</b>	<u>Ontario Reign Hockey Club, LLC</u>
<b>Contractor Representative</b>	<u>Brandon Poppell</u>
<b>Telephone Number</b>	<u>909-331-0402</u>
<b>Contract Term</b>	<u>01/01/2025 – 04/20/2025</u>
<b>Original Contract Amount</b>	<u>\$27,000</u>
<b>Amendment Amount</b>	<u>-----</u>
<b>Total Contract Amount</b>	<u>\$27,000</u>
<b>Cost Center</b>	<u>4431811000</u>
<b>Grant Number (if applicable)</b>	<u>_____</u>

**Briefly describe the general nature of the contract:**

Approve Advertisement Agreement with Ontario Reign Hockey Club, LLC, including non-standard terms, for the provision of advertising services for the period of January 1, 2025 to April 20, 2025.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Grace B. Parsons  
Grace B. Parsons, Deputy County Counsel

Date 11/21/2024

Reviewed for Contract Compliance

▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department

▶ Kelly Welty  
Kelly Welty (Nov 21, 2024 12:19 PST)  
Kelly Welty, Chief Deputy Director of Sheriff's Administration

Date 11/21/2024

**ADVERTISER:** San Bernardino County, by and through its Sheriff/Coroner/Public Administrator  
**DATE:** January 1, 2025  
**FOR:** Ontario Reign Hockey Club, LLC (d/b/a Ontario Reign)  
**SEASON(S):** 2024-2025 AHL Regular Season  
**EXCLUSIVITY:** Yes  
**EXCLUSIVE CATEGORY:** Law Enforcement

<u>ADVERTISER INFORMATION</u>	<u>REIGN INFORMATION</u>
<p>San Bernardino County, by and through its Sheriff/Coroner/Public Administrator  655 East Third Street  San Bernardino, CA 92415  Attention: Brandon Wiebeld, Sheriff's Lieutenant  Email: <a href="mailto:bwiebeld@sbcasd.org">bwiebeld@sbcasd.org</a></p>	<p>Ontario Reign Hockey Club, LLC  901 Via Piemonte, Suite 370  Ontario, CA 91764  Attention: Brandon Poppell  Telephone: (909) 331-0402  Email: <a href="mailto:bpoppell@aegworldwide.com">bpoppell@aegworldwide.com</a></p> <p>With a copy to:</p> <p>Ontario Reign Hockey Club, LLC  800 W. Olympic Boulevard, Suite 305  Los Angeles, CA 90015  Email: <a href="mailto:cweiss@aegworldwide.com">cweiss@aegworldwide.com</a> and <a href="mailto:aeg-corplegal@aegworldwide.com">aeg-corplegal@aegworldwide.com</a></p>

## ADVERTISEMENT AGREEMENT

THIS ADVERTISEMENT AGREEMENT (this “**Agreement**”) is made as of the date set forth on the cover page of this Agreement (the “**Effective Date**”), by and between the ONTARIO REIGN HOCKEY CLUB, LLC (“**REIGN**”), and SAN BERNARDINO COUNTY, by and through its SHERIFF/CORONER/PUBLIC ADMINISTRATOR (“**Advertiser**” or the “**County**”).

### RECITALS

- A. REIGN is the owner and operator of the Ontario Reign hockey club (“**Team**”) of the American Hockey League (“**AHL**”) that plays its home games at Toyota Arena (“**Venue**” or “**Arena**”) in Ontario, California.
- B. REIGN and Advertiser desire, on the terms and conditions contained herein, to enter into an agreement pursuant to which Advertiser will acquire certain marketing and promotional rights with respect to Team.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, REIGN and Advertiser hereby agree as follows:

1. TERM

The term of this Agreement (the “**Term**”) shall be from the Effective Date to the last date of the 2024-2025 AHL regular season, unless sooner terminated in accordance with this Agreement.

2. ELEMENTS; EXCLUSIVITY

- (a) During the Term, REIGN shall provide Advertiser with the elements set forth in Exhibit A (“**Elements**”). Costs including, but not limited to, all materials for advertising such as artwork, radio, and/or television copy and signage (collectively, “**Content**”) associated with the production and execution of Elements, shall be the sole responsibility of Advertiser. Out-of-pocket costs for promotions, client entertainment, and all gifts and prizes provided in promotions and contests which are not specifically included in Exhibit A shall be paid for and provided by Advertiser. Written request for scheduling of all promotions and receptions must be presented to REIGN at least thirty (30) days in advance of desired date and are subject to the exclusive and sole discretion of REIGN. Notwithstanding anything to the contrary contained herein, if REIGN is unable to provide any of the Elements, including by a Force Majeure Event under Section 17 of this Agreement, the parties shall negotiate in good faith to identify substitute signage or promotional rights of comparable value or, if no such substitute signage or promotional rights are available, to agree upon an appropriate adjustment in the fees payable by Advertiser hereunder. If the parties are unable to agree upon the appropriate substitution or fee reduction, the matter shall be submitted to an arbitrator as more particularly described in Section 8 below.
- (b) Notwithstanding anything to the contrary herein, REIGN shall retain all rights to season seats, all parking passes, club passes, and VIP passes assigned to Advertiser. Should this Agreement be canceled, not renewed, or otherwise terminated, the foregoing will be returned and shall remain the exclusive property of REIGN. Any third-party licensing and rights required hereunder including, without limitation, any and all necessary consents and clearances for the Content and the exploitation thereof (e.g., to players, leagues, players associations, artists, unions or guilds, or music royalties, synchronization fees, or public performance fees), shall be obtained and paid for solely by Advertiser.

- (c) Except for the rights, benefits, and privileges expressly granted to Advertiser under this Agreement and the restrictions expressly imposed on REIGN under this Agreement, all other rights, benefits, and privileges relating to the Team are expressly reserved by REIGN. Any rights, benefits, or privileges not expressly granted exclusively to Advertiser under this Agreement may be sold or licensed to other persons or entities, provided that such sale or license does not conflict with Advertiser's rights under this Agreement.
- (d) Subject to the other provisions of this Section 2(d) and Section 2(e) and any limitations set forth in Exhibit A, REIGN shall not enter into, or authorize, any sponsorship, advertising, marketing, promotion or other similar agreement with a Competitor in which REIGN grants the Competitor any sponsorship or advertisement or similar rights solely controlled by REIGN. Advertiser shall receive the official designations with respect to the Team as set forth in Exhibit A attached hereto. For purposes of this Agreement, "**Competitor**" means any individual or entity that, at any point during the Term, primarily provides services in the Exclusive Category (as set forth on the cover page attached to this Agreement).
- (e) Limitations on Exclusivity.
  - i. The exclusivity set forth in Section 2(d) above shall not apply to:
    - 1. sponsorship rights and inventory reserved to the Venue, its owners, operators, and tenants (other than the Team) including, for the avoidance of doubt, and by way of example only, any sponsorships concerning the name of the Venue;
    - 2. temporary advertising rights within the Venue granted separately by the AHL, as applicable, in connection with AHL-mandated national broadcast and sponsorship arrangements for team games played at the Venue, as applicable (e.g., dashboards, ice resurfacing machines, scoreboard and videoboard identification and messages, public address system announcements, game or event program advertising, and event-related promotions (e.g., event t-shirts, etc.)); and
    - 3. rights granted separately by visiting AHL teams in connection with their respective broadcasts of any Team games.

3. COST AND PAYMENT TERMS

In consideration for the Elements to be provided by REIGN during the Term, Advertiser shall pay to REIGN a fee in the amount of \$27,000 (such amounts sometimes referred to herein as the "**Fees**"), due and payable in full forty-five (45) days following Advertiser's receipt of REIGN's invoice.

4. VENUE RULES RE: ADVERTISING AND ONSITE ACTIVATIONS

REIGN shall require that certain rules and regulations be adhered to with respect to advertising or activation activities at the Venue. Therefore, any and all advertising resulting from this Agreement, and activation of the Elements set forth herein, shall be subject to those rules and regulations as well as the reasonable consent of REIGN as to content and presentation of any Elements to (i) ensure public health and safety, (ii) ensure quality and good taste and (iii) to prevent any presentation that would reflect poorly on REIGN or the Venue. In furtherance of the foregoing, if any of Advertiser's employees, agents, representatives, or contractors are required to be on site in connection with any activation of any Elements or the performance of Advertiser's obligations hereunder, REIGN reserves the right to require such persons to sign a liability waiver and release agreement, a copy of which will be provided to Advertiser at the time such waiver is

required.

## 5. USE OF MARKS

- (a) REIGN hereby grants Advertiser a non-exclusive, limited right to use the “Ontario Reign” name and logo (collectively, the “**Licensed REIGN Trademarks**,” as applicable) during the Term for promotional and marketing purposes in conjunction with the advertising arrangements provided for under this Agreement. Any such use of the Licensed REIGN Trademarks by Advertiser (i) shall be subject to prior approval by REIGN, which approval shall not be unreasonably withheld or delayed as to the form of such name and logo, and (ii) must use REIGN’s established logo-type, trademark, or service mark. The rights granted pursuant to this Section may not be licensed, transferred, or assigned by Advertiser, except in conjunction with an assignment of this Agreement to a permitted assignee pursuant to the terms of this Agreement. Except as expressly set forth in Exhibit A or as otherwise approved by REIGN in accordance with this Agreement, Advertiser shall have no pass-through rights.
- (b) Advertiser hereby grants REIGN a non-exclusive, limited license to use Advertiser’s trademarks, trade names, and service marks (collectively, the “**Licensed Advertiser Trademarks**,” as applicable) during the Term for promotional and marketing purposes in conjunction with the advertising arrangements provided for under this Agreement. Any such use of the Licensed Advertiser Trademarks by REIGN (i) shall be subject to prior approval by Advertiser, which approval shall not be unreasonably withheld or delayed as to the form of such name and logo, and (ii) must use Advertiser’s established logo-type, trademark, or service mark. The rights granted pursuant to this Section may not be licensed, transferred, or assigned by REIGN, except as may be required to provide the Elements hereunder or in conjunction with an assignment of this Agreement to a permitted assignee pursuant to the terms of this Agreement.
- (c) Except as otherwise explicitly set forth in this Section 5, nothing in this Agreement is intended to convey any ownership or other rights in the trademarks, service marks, copyrights, or other intellectual property rights (“**Marks**”) of either party hereto, and ownership of all such Marks shall remain the property the appropriate party, as the case may be.
- (d) Notwithstanding anything to the contrary above, in no event shall Advertiser have the right to use the Licensed REIGN Marks outside of Team’s promotional marketing territory within the fifty (50)-mile home radius extending from the Venue without obtaining the prior written approval of REIGN and the AHL.
- (e) Nothing in this Agreement shall preclude (i) the appearance of Licensed Advertiser Trademarks (in connection with the Elements) in photographs and video footage of Team games and events in perpetuity when used for any reason in any and all forms of media, whether now existing or hereafter developed, or (ii) the sale after the Term of any remaining inventory of products (if any) bearing the Licensed Advertiser Trademarks created in connection with the Elements.

## 6. TERMINATION

- (a) In the event that Advertiser fails to make any payments specified under this Agreement or is otherwise in material breach of this Agreement (which breach remains uncured pursuant to (b)(ii) below), REIGN shall have the right, in addition to any other rights and remedies that may be available at law or otherwise, to elect to terminate this Agreement in its entirety and be relieved of all obligations hereunder. In such event, REIGN shall be entitled to retain all monies paid to date, or be reimbursed for REIGN’s out of pocket expenses, which shall be repaid on demand.

- (b) Without prejudice to any other rights or remedies that the terminating party may have, either party may terminate this Agreement immediately, by delivery of notice to the other if any of the following events shall occur:
  - i. If the other party files, or has filed against it, a bankruptcy or reorganization petition, makes an assignment for the benefit of creditors, becomes insolvent, or is otherwise unable to pay its debts when due; or
  - ii. If the other party commits a material breach of this Agreement (other than for payment) and fails to cure such breach within thirty (30) days after receipt of written notice from the other party.

7. ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other party, with the exception that REIGN may assign the Agreement without prior Advertiser approval if said assignment is due to operation of law, corporate reorganization, consolidation, merger, or sale of all of its assets, provided that advance notice is given to Advertiser.

8. ARBITRATION; CHOICE OF FORUM

- (a) Other than any claim for equitable or injunctive relief, all other claims (“**Permitted Claims**”), disputes, and other matters in question between the parties arising out of or relating to this Agreement shall be decided by non-binding arbitration before one mutually agreed upon neutral arbitrator in Los Angeles County, California in accordance with the Comprehensive Commercial Arbitration Rules of JAMS then in effect. The determination and award of the arbitrator shall be based upon application of existing substantive statutes and case law, interpretation in accordance with applicable contract law of this Agreement, and the evidence presented by the parties to the arbitrators. Each party shall bear its own costs in connection therewith, except that the prevailing party shall be entitled to recover, and the arbitrator shall be empowered to award, costs and reasonable attorneys’ fees to the prevailing party.
- (b) For Permitted Claims only, each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating thereto, in any forum other than the United States District Court in the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in the County of Los Angeles, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding for Permitted Claims only in the United States District Court in the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in the County of Los Angeles. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (c) With the exception of indemnification obligations, gross negligence, willful misconduct, and violations of the law, in any action for damages arising out of or relating to this Agreement, neither party shall be liable or responsible under any circumstances for any consequential, special, incidental, or punitive damages.

9. GOVERNING LAW; SUBORDINATION AND COMPLIANCE WITH LAWS

- (a) This Agreement will be governed by and construed in accordance with the laws of the State of California. This Agreement shall be subject to (i) any applicable federal, state, or local laws, rules or regulations, (ii) the constitution, bylaws, resolutions, and other rules, regulations, policies, directives, rulings, and/or orders of any applicable sport governing body, including without limitation the AHL, and (iii) the rules, regulations, and/or policies of the Venue, in each case as in effect on the Effective Date and as may be amended from time to time.
- (b) Advertiser covenants and agrees that Advertiser shall comply with, and Advertiser shall not permit any of its officers, employees, agents, servants, contractors, or permittees to violate, all applicable present and future applicable laws, even if unforeseen or extraordinary, of every governmental authority or quasi-governmental authority (including, without limitation, any applicable public health authority) now or hereafter enacted or in effect, and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to Advertiser and this Agreement by reason of Advertiser's performance hereunder (including activation of any Elements by Advertiser) in accordance with this Agreement.

10. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

11. RELATIONSHIP OF PARTIES

The parties to this Agreement are independent entities, and no partnership, joint venture, employment, or fiduciary relationship between them is intended or created hereby. None of the parties shall have the right, power, or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other parties or to bind the other parties in any manner for anything whatsoever or otherwise to act in the name of the other parties except as expressly set forth in this Agreement. Any use of the term "sponsor" or "partner" or similar terms to describe Advertiser in any promotional materials or Elements generated in connection with this Agreement shall not mean that Advertiser endorses any party, team, entity or person.

12. NOTICES

All notices, except for legal notices (which may be required to comply with various rules or protocols applicable thereto), and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when personally delivered, (b) if sent by United States certified mail, return receipt requested, postage prepaid, on delivery by United States Postal Service, (c) if sent by receipted overnight courier services, either on the business day received if received prior to 5:00 p.m. local time or on the following business day if received after 5:00 p.m. local time or on a non-business day, or (d) if sent by electronic mail transmission, on the date sent (provided that automatic read receipt or other confirmation of successful transmission, or acknowledgment of receipt by the recipient, is received), in each case addressed to the respective parties as set out in Exhibit A, provided that in the case of delivery in accordance with clauses (a) through (c), the party sending the notice shall endeavor to provide simultaneous electronic transmission.

13. AMENDMENT; WAIVER

This Agreement may be modified or waived only by a separate writing signed by both parties. The failure of any party at any time to require performance by the other party of any provisions set forth herein shall in no way affect the parties' rights to enforce such provisions, nor shall waiver by either party of any breach of this Agreement be taken or held to be a waiver of any further breach of the same. If this Agreement was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Agreement.

14. CONSTRUCTION

The parties agree that each party has reviewed this Agreement and has had the opportunity to have counsel review the same, and that the language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of strict construction shall be applied against any party. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

15. REMEDIES

The rights and remedies of the parties hereunder whether herein specified or otherwise, shall be cumulative and the exercise of one or more of them shall not preclude the exercise of any other rights or remedies they may have hereunder, or by law.

16. INDEMNIFICATION; INSURANCE

- (a) REIGN hereby agrees to protect, defend and indemnify Advertiser and its affiliates, officers, directors, shareholders, members, agents and employees (collectively, the "**Advertiser Indemnified Parties**") harmless from and against any and all claims, demands, losses or expenses, of any nature whatsoever, including reasonable attorneys' fees ("**Claims**"), arising directly or indirectly from or out of any (i) breach by REIGN of its covenants or obligations hereunder, or (ii) negligence or willful misconduct by REIGN, except to the extent attributable to the negligence or willful misconduct of an Advertiser Indemnified Party.
- (b) Advertiser hereby agrees to protect, defend and indemnify REIGN and its affiliates, officers, directors, shareholders, members, agents, employees, tenants and advertisers (collectively, the "**REIGN Indemnified Parties**") harmless from and against any and all Claims arising directly or indirectly from or out of any (i) breach by Advertiser of its covenants or obligations hereunder, or (ii) negligence or willful misconduct by Advertiser, except to the extent attributable to the negligence or willful misconduct of an REIGN Indemnified Party. Additionally, Advertiser hereby further agrees to protect, defend and indemnify the REIGN Indemnified Parties harmless from and against any and all Claims arising directly or indirectly from or out of the Content.
- (c) Advertiser agrees, at its sole expense, to procure and maintain during the Term, the following insurance, which may be pursuant to a mutually-agreeable program of self-insurance: (i) Commercial General Liability insurance, including blanket contractual liability, products and completed operations coverage, fire damage coverage, personal injury coverage (including but not limited to libel, slander, defamation of character, and discrimination) and advertisers liability coverage with a limit of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, covering bodily injury and property damage with following form umbrella or excess policy or policies with a limit of not less than \$4,000,000 per occurrence in excess of \$1,000,000 per occurrence; (ii) Employer's Liability insurance with a limit of not less than \$1,000,000 per



occurrence and Workers' Compensation insurance, affording coverage under the Workers' Compensation laws of the applicable state of the performance with a waiver of subrogation in favor of REIGN; and (iii) Automobile Liability insurance with a limit of not less than \$1,000,000 per occurrence combined bodily injury and property damage and covering all owned, non-owned and hired vehicles, including loading and unloading operators. Said policies shall be primary and not contributory and shall name as additional insureds the REIGN Indemnified Parties. All Certificates of Insurance or other proof of insurance in a form approved by REIGN shall be provided to REIGN within five (5) business days of the request by REIGN. All insurance shall be effected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the State of California and approved by REIGN, or pursuant to a mutually-agreeable program of self-insurance. An insurer with a current A.M. Best rating of at least AVI or better shall be deemed acceptable.

- (d) REIGN shall obtain and maintain during the life of this Agreement the following insurance coverages:
- i. **Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under the Contract.
  - ii. **Commercial/General Liability Insurance** – REIGN shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence and two million dollars (\$2,000,000) aggregate.
  - iii. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage and personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
  - iv. **Proof of Coverage** – REIGN shall furnish a certificate or certificates of insurance to the department of the County administering this Agreement evidencing the insurance coverage such forth above as of the Effective Date, as required pursuant to the terms herein. Such certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the applicable department, and REIGN shall maintain such insurance until the last date of the Term of this Agreement.
  - v. **Additional Insured** - All policies, except for the Worker's Compensation policy, shall include the County and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder; provided that a blanket endorsement shall be sufficient for such purposes.
  - vi. **Waiver of Subrogation Rights** - REIGN shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general liability insurance coverage provided shall not prohibit REIGN and REIGN's employees or agents from waiving the right of subrogation prior to a loss or claim. REIGN hereby waives all rights of subrogation against the County.
  - vii. **Acceptability of Insurance Carrier** - Unless otherwise approved by Risk Management,

insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII."

17. FORCE MAJEURE

If a Force Majeure Event (as defined below) prohibits, prevents, or delays either party, whether directly or indirectly, from performing any of its obligations under this Agreement (other than a payment obligation) upon written notice to the other party, then such party shall be excused from any such failure to perform their respective obligations hereunder, but only to the extent made necessary by the Force Majeure Event and only until such time as the Force Majeure Event terminates or is resolved. Upon any such Force Majeure Event, the affected party's obligations hereunder shall be suspended, provided the affected party acts diligently to remove the condition and effect timely performance of its obligations, and the other party shall have no right to seek damages or terminate this Agreement. For the avoidance of doubt, in no event shall payment obligations of Advertiser under this Agreement be excused by reason of any Force Majeure Event.

For purposes of this Agreement, "**Force Majeure Event**" means any cause beyond the reasonable control of the party affected, and which could not have been avoided by due diligence and use of reasonable efforts including, without limitation, drought, flood, earthquake, storm, fire, lightning, epidemic, pandemics (including COVID-19 and variations or mutations thereof and any related epidemics), war, terrorist act, riot, civil disturbance, sabotage, explosions, strikes, lock-outs or labor disputes, the existence of hazardous waste, unforeseen subsurface conditions, orders or judgments of any governmental authority, national or international sports council or governing body, the NHL or other professional league or collegiate athletic conference or association, the absence, suspension, termination, interruption, denial or failure of renewal of any entitlements, applicable permits or any changes in law or any changes in the rules and regulations of a national or international sports council or governing body, the NHL or other professional league or collegiate athletic conference or association, in each case which wholly or partially prevents or delays the performance of any of the duties, responsibilities, or obligations of the party asserting the Force Majeure Event.

18. CONFIDENTIALITY

The parties all agree that the terms of this Agreement are confidential and shall not be disclosed to any third party (other than each party's respective officers, directors, and employees, in their capacities as such, and their respective auditors and lawyers), except as may be required by law; provided, that REIGN may disclose this Agreement to its prospective and actual lenders. In the event that a party desires to make a public statement or announcement or other communication to any third party regarding this Agreement, such party must consult with the other party before issuing any press release or otherwise making any such statements and no party nor any of its affiliates shall issue any such press release or other third party communication unless each of the parties agree in advance on the form and substance of such communication, except as may be required by law.

19. ENTIRE AGREEMENT

This Agreement, including all exhibits, attachments, and other documents attached hereto and incorporated herein by reference, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

20. COUNTERPARTS

This Agreement, and any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

21. AHL RULES COMPLIANCE

- (a) Play-offs. Unless otherwise explicitly stated herein, the Elements and rights provided hereunder are for the regular season only. In the event the Team qualifies for the playoffs, Advertiser shall have the option, subject to availability, to purchase elements at the playoff rate card established therefore by the REIGN. Payment for all playoff elements shall be due within forty-five (45) days after the final game played by the Team.
- (b) Subordination to AHL Agreements and Rules. Without limiting any of the provisions of this Agreement, the rights granted by REIGN to Advertiser hereunder are and shall remain in all aspects subordinate to any and all present and future marketing agreements, broadcast rights agreements, and advertising agreements entered into by the AHL in accordance with the League Constitution, By-Laws, rules and regulations of the Board of Governors, any collective bargaining agreement between the AHL and/or its clubs and other parties, including such amendments to those rules as may be approved from time to time. Accordingly, when acting pursuant to an express directive from the AHL or under AHL rules and regulations, REIGN reserves the right to sell to any other entity the marketing, advertising, or broadcast rights of REIGN, even if such grant of rights conflicts directly with the rights granted to Advertiser hereunder.
- (c) AHL Rules re: Dasherboards, In-Ice, and Other Advertising. The AHL requires that the following terms and conditions shall apply to this Agreement if Advertiser shall purchase any dasherboard, in-ice, or other signage or advertisements (excluding advertising on the electronic scoreboard, message boards, or public-address system) from REIGN's display at the Venue.
- i. All advertising shall be subject to the approval by the AHL as to Advertiser, content, presentation, and number of Advertisers, to ensure quality and good taste and to prevent any presentation that would reflect poorly on REIGN or the AHL, and a copy of this Agreement must be filed with and approved by the AHL prior to the exhibition of the advertising.
  - ii. The color black may not be dominant on the advertising sign, whether static or rotational.
  - iii. All advertising may be preempted for any international event or any major national U.S. or Canadian network commitment. If such preemption occurs, Advertiser will receive credit equal to the pro-rated portion of the advertising fee for the number of games preempted.
  - iv. The AHL shall determine the size, configuration, and placement of the in-ice logos and AHL logos shall take precedence over logos of Advertisers or any other Advertisers.
  - v. All static advertising must be easily removable.

22. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

REIGN has disclosed to the County, using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer (Sheriff/Coroner/Public Administrator, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector, and the District Attorney) within the earlier of: (1) the date of the submission of REIGN's proposal to the County, or (2) twelve (12) months before the date this Agreement was approved by the County Board of Supervisors. REIGN acknowledges that under California Government Code section 84308, REIGN is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for twelve (12) months after the County's consideration of this Agreement.

In the event of a proposed amendment to this Agreement, REIGN will provide the County with a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding twelve (12) months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of REIGN or by a parent, subsidiary, or otherwise related business entity of REIGN.

23. ELECTRONIC SIGNATURES

This Agreement, and any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, San Bernardino County and REIGN have each caused this Agreement to be executed by its respective duly authorized officers, on its behalf.

REIGN:

ONTARIO REIGN HOCKEY CLUB, LLC

ADVERTISER:

SAN BERNARDINO COUNTY  
SHERIFF/CORONER/PUBLIC ADMINISTRATOR

By: Darren Abbott  
Darren Abbott (Nov 21, 2024 12:23 PST)

Name: Darren Abbott

Title: President

Date: 11/21/2024

By: Dawn Rowe

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: DEC 17 2024

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By: [Signature]  
Deputy



## EXHIBIT A

### ONTARIO REIGN ELEMENTS

#### **RIGHTS AND DESIGNATION**

Advertiser: San Bernardino County Sheriff/Coroner/Public Administrator  
Logo Rights: Rights to use the Licensed REIGN Trademarks within the Ontario Reign designated marketing area with prior written approval of REIGN  
Official Status: Official Partner of the Ontario Reign  
Official Law Enforcement Partner of the Ontario Reign  
Exclusivity: Yes  
Exclusive Category: Law Enforcement

#### **LED RIBBON ARENAMATION**

- Advertiser will receive one (1) loop position in the 270-degree LED Ribbon rotation at eighteen (18) Team regular season home games at the Venue
  - Dates of games subject to the discretion of REIGN
  - LED loops rotate in ten (10) second increments
  - Exact timing of rotations subject to discretion of REIGN
  - Advertiser to provide production-ready artwork

#### **COMMUNITY SPOTLIGHT**

- Advertiser will be the presenting Advertiser of REIGN's Community Spotlight program
  - One (1) PA/Videoboard Advertisement will take place at a minimum of seven (7) REIGN regular season home games featuring the Community Spotlight Program
    - PA/Videoboard advertisement will be paired with an LED Ribbon
  - Logo and brand recognition whenever program is mentioned

#### **VENUE ACTIVATIONS (CONCOURSE TABLING AND ENTRANCE ACTIVATION)**

- Advertiser will have the right to activate one (1) concourse tabling space on the concourse at eleven (11) Team regular season home games at the Venue during the Term, which may be utilized for fan engagement and other branded activities
- Activation activities subject to Venue policies and procedures
- Exact size and location of tabling area subject to discretion of REIGN
- Costs associated with set up and operation of tabling area will be at Advertiser's expense including, but not limited to, branded décor, signage, collateral, promotional items, and staffing, if applicable
  - All display materials or any materials that will be distributed must be pre-approved by REIGN
- Advertiser will receive an additional activation space outside main entrance of Venue on First Responders and Military Appreciation Theme Nights
  - Advertiser shall be permitted to bring in specialty vehicles (e.g., SWAT Trucks, helicopter, etc.) in connection with the entrance activation
  - Exact size and location of entrance activation area subject to the discretion of Venue and REIGN

#### **TICKET POOL**

- Advertiser may request up to four (4) tickets to each Team regular season home game at the Venue
  - Request must be made, in writing, no later than forty-eight (48) hours before the applicable game
  - Location and type of ticket subject to availability and REIGN's sole discretion
  - REIGN does not guarantee that tickets will be consistently in the same location for each game

- Tickets shall not be distributed, sold, or otherwise included in any giveaway to any unaffiliated persons or third parties

#### **CLUB KINGSTON**

- Advertiser will be the presenting Advertiser of the Club Kingston program
  - Logo of the Advertiser to be featured prominently on one side of the upper chest on both the white and black jerseys of the Team mascot, Kingston
    - The size and specific location of the patch will be mutually agreed upon by the Advertiser and REIGN within the guidelines provided each season during the Term by the AHL
    - The patch shall not be greater than four (4) square inches (or, if a circle, with a diameter no greater than four (4) inches)
  - One (1) on-camera concourse table visit by REIGN video crew and Kingston at eleven (11) Team regular season home games announcing Club Kingston presented by Advertiser
    - Announcement supported by videoboard and LED Ribbon
    - Exact timing of video announcement and videoboard and LED Ribbon exposure subject to discretion of REIGN
  - Advertiser will receive LED Ribbon and Videoboard branding during all Club Kingston Post Game Skates
    - Logo inclusion on all marketing efforts associated with Club Kingston program
  - Three (3) Kingston appearances at Advertiser community events
    - Social media posts announcing each appearance
    - Appearances subject to availability of Kingston
    - Duration of appearances to be one (1) hour per appearance



**ATTACHMENT A**  
**Campaign Contribution Disclosure**  
**(SB 1439)**

**DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**



1. Name of Contractor: Ontario Reign Hockey Club, LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A (no personal financial interest in the decision)
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s):  
100% owned by Anschutz Entertainment Group, Inc.
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Anschutz Entertainment Group, Inc.	Parent company (holds 100% ownership interest)

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.