

AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this 23rd day of January, 2019, by and between **CRISPIN PORTER & BOGUSKY, LLC**, address, city, state, zip ("CPB"), as authorized agent for **DOMINO'S PIZZA, LLC**, address, city, state, zip ("Domino's"), and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created and operating pursuant to KRS Chapter 67A ("City of Lexington"), 200 East Main Street, Lexington, Kentucky 40507.

RECITALS

WHEREAS, Domino's would like to engage with the City of Lexington to improve road conditions by providing funds to fill potholes as part of its "Paving for Pizza" campaign; and

WHEREAS, the City of Lexington, in the interest of promoting the public purpose of public safety and improving traffic conditions, desires to accept funds from Domino's for the purpose of filling potholes in public streets and roads; and

WHEREAS, CPB, as the authorized agent of Domino's, has agreed to provide funds to the City of Lexington for the purpose of filling potholes under the terms and conditions of this Agreement.

WITNESSETH

NOW, THEREFORE, for and in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants expressed herein, the City of Lexington, CPB, and Domino's hereby agree as follows:

(1) Recitals. The above recitals are incorporated herein by reference, as if fully stated.

(2) Funds. Domino's will provide to the City of Lexington funding in the amount of \$_____5000_____ (the "Funds"), payable as of _____4/26/19_____ [date], provided that this agreement has been fully executed by the City of Lexington and by Domino's and provided that the City of Lexington is otherwise in compliance with this Agreement.

(3) Use of Funds. The City of Lexington agrees to use the Funds solely for the purpose of filling potholes in the city. The City of Lexington agrees that the potholes shall be filled no later than ____6/28/19_____ [date]. The City of Lexington agrees to provide CPB with the total number of potholes that will be filled using the Funds.

(4) Film or Photographic Materials; Usage. The City of Lexington agrees to film or photograph at least two (2) of the potholes before and after they are filled and to provide the film/photographic materials (collectively, the "Images") to CPB for Domino's use. Provided the Images are not altered in any material way (other than edits made for space and/or timing purposes), the City of Lexington agrees that Domino's may use the Images and may identify the City of Lexington as a participant in the "Paving for Pizza" campaign and may indicate that Domino's provided the City of Lexington with the Funds in order to fill potholes in the City of Lexington, in any and all media and materials, anywhere in the world, for any lawful purpose, including without limitation for purposes of advertising and trade, in perpetuity, in connection with Domino's "Paving for Pizza" campaign. The City of Lexington shall retain ownership rights for the Images provided to

CPB for Domino's use, and shall be authorized to use the Images, provided that such use does not conflict with CPB's license to use the Images.

(5) Messaging. Domino's agrees that messaging and other materials that reference the City of Lexington, potholes and/or the "Paving for Pizza" campaign (collectively, the "Materials") shall not portray the City of Lexington in a false, defamatory, or negative light. Nothing herein constitutes or shall be construed as constituting any representation or suggestion by the parties that the City of Lexington has failed to maintain public streets and roads or that an excessive number of potholes exist on public streets and roads, nor shall the Materials suggest or otherwise imply that the City of Lexington has failed to maintain public streets and roads, is unable to fill potholes, or otherwise has difficulty filling potholes.

Moreover, all Materials shall comply with brand protection or compliance guidelines provided by the City of Lexington to CPB. CPB shall provide all Materials to the City of Lexington for its review so that the City of Lexington may confirm that the Materials comply with this provision. The City of Lexington agrees that it shall respond to any request for review of the Materials within five (5) business days of receipt of the Materials. If the City of Lexington believes that the Materials do not comply with this provision, the City of Lexington agrees to explain its reasons in writing and with specificity. If the City of Lexington does not respond within five (5) business days of CPB's request for review, the applicable Materials shall be deemed to be in compliance with this provision.

(6) Representations and Warranties. The Mayor of the Lexington-Fayette Urban County Government, as signatory to this Agreement and on behalf of the City of

Lexington, represents and warrants that she has the right, power and authority to enter into and bind the City of Lexington to the terms of this Agreement.

(7) Use of Domino's Name and Trademark. The City of Lexington agrees that it shall not use Domino's name or trademark in any public materials unless the City of Lexington obtains Domino's written approval in each instance. In the event that the City of Lexington's use of Domino's name and/or trademark is approved, CPB or Domino's will provide the City of Lexington with applicable policies, guidelines, specifications, or limitations regarding the authorized use of Domino's name and trademark.

(8) Use of LFUCG's Logo, Graphic, and Branding. CPB and Domino's agree not to use LFUCG's logos, graphics, or branding, including but not limited to LFUCG's official seal or the "Big Lex" (blue horse) logo, without the express permission of the City of Lexington in each instance. The City of Lexington agrees to provide CPB with a copy of the City's CAO Policy #57: Branding, Graphic, and Logo Standards, and all requirements and limitations expressed therein are incorporated herein by reference.

(9) Release. The City of Lexington agrees that it shall have no claim to compensation or benefits (other than as specifically set forth herein) nor any claim arising out of or in connection with this Agreement, including without limitation, any claim in connection with City's use of the Funds, the filling of the potholes, or the use of the Images and the City of Lexington's name, provided the City of Lexington approved the use of Funds, approved the Materials in accordance with the terms of this Agreement, and/or the City has approved the use of the City of Lexington's logos, graphics, and/or branding as set forth in paragraphs (4) and (8) hereinabove.

(10) Contingency. The City of Lexington understands and agrees that until this Agreement has been fully executed by both parties, CPB/Domino's shall have the right, but not the obligation, to terminate this Agreement. In the event of such termination, the terms of this Agreement shall be deemed to be null and void and of no force or effect and neither party shall have any obligation to the other party.

(11) Confidentiality; Agreement as Public Record. To the extent permitted by law, confidentiality shall be maintained. However, CPB/Domino's understands that the City of Lexington is a public agency subject to the Kentucky Open Records Act, KRS § 61.870 et seq., and further understands that this Agreement requires the approval of the Lexington-Fayette Urban County Council and execution by the Mayor, and therefore, this Agreement shall be a matter of public record.

(12) Choice of Law; Choice of Forum. This Agreement will be interpreted and enforced under the laws of the Commonwealth of Kentucky. The parties consent to the exclusive jurisdiction of the courts located in Kentucky with respect to all matters relating to and referred to in this Agreement.

(13) Complete Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior and contemporaneous oral or written agreements or understandings among the parties. All prior representations are hereby merged into this Agreement. This Agreement cannot be amended, modified, or supplemented except by a subsequent written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

By: _____
HON. LINDA GORTON, MAYOR

Date: _____

**CRISPIN PORTER & BOGUSKY LLC
as agent for DOMINO'S PIZZA, LLC**

By:  _____, T. Ramdoo
[NAME/TITLE] Dir of BA


Date: 25 JAN 2019.

ATTEST:

Clerk of the Urban County Council

CPB represents and warrants that it has the right, power and authority to enter into and bind Domino's to the terms of this Agreement.

CRISPIN PORTER & BOGUSKY LLC

By:  _____
[NAME/TITLE]

Date: 25 JAN 2019