

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License" or "Agreement") is made and entered into as of the day of 4-2-24 ("Effective Date") by and between the City of Grand Junction, a Colorado Home Rule Municipality, ("City"), and **St. Mary's Hospital and Medical Center, Inc. d/b/a Intermountain Health St. Mary's Regional Hospital** ("Licensee"), City and Licensee may be referred to herein as the "Parties" or in context individually as a "Party."

### RECITALS

WHEREAS, the City is intending to construct a community recreation center, located at 2844 Patterson Road, Grand Junction, Colorado 81506 ("GJCRC"), which construction is anticipated in 2024, and upon completion, the City will own, operate, and manage the GJCRC, which will include, without limitation, a leisure pool, lap pool and wellness pool within the GJCRC (collectively, the "Pools") as well a physical rehabilitation clinic located in the GJCRC ("Therapy Clinic"); and

WHEREAS, in consideration for a lump sum fee paid by the Licensee to the City, the City Council desires to grant the Licensee a license to exclusively name the Pools, as jointly agreed to by the Parties, as well as other related ancillary benefits as set forth herein; and,

WHEREAS, the Parties will negotiate, and if mutually acceptable terms are established, enter into a separate agreement for the Licensee's lease and use of the Therapy Clinic.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, including the Recitals which are incorporated as substantive terms hereof, and other good and valuable consideration, the sufficiency of which are hereby acknowledged by the City and the Licensee, to support the making and the enforcement of this Agreement, the Parties hereby agree as follows:

1. Naming Rights for the Pools at GJCRC.

A. Naming Rights to the Pools. During the Term of this Agreement, the City grants to Licensee the exclusive license to name the Pools pursuant to the terms hereof ("Naming Rights"). As of the Effective Date, the name of the Pools for purposes of this Agreement will be "Intermountain Health St. Mary's Regional Hospital Pools" (the "Name"), unless amended or changed by mutual written agreement of the Parties. Licensee shall be responsible for all costs and expenses that arise from such name change including, but not limited to, the Signage, Logos, or other licensed materials produced, altered, or procured in reliance on the Name being "Intermountain Health St. Mary's Regional Hospital Pools."

B. Marks. During the Term of this Agreement, Licensee may develop, at Licensee's sole expense and in collaboration with the City, a graphic design incorporating the Name, which when used in connection with the "Intermountain Health Mark," defined as Intermountain

Health's trademark, image, copyrighted material or other intellectual property, shall constitute and serve as a "Logo." The Name, Logo, and/or any stylized form or combination thereof may be referred to herein as the "Marks." Licensee shall at all times remain the owner of the Marks, including without limitation, the trademark and copyrights associated therewith, if any. Licensee grants the City a limited, non-exclusive, royalty free, non-transferable license to use the Marks only for purposes related to performance under this Agreement and subject to Licensee's prior approval who will respond within a reasonable period of time.

C. Signage. In connection to the Naming Rights granted to Licensee, City will add, at its own cost, signage containing the Name and Marks ("Signage") in accordance with a plan, including appearance/design, locations, square footage, and electrical needs for the Signage for City approval, which shall not be unreasonably withheld. Should Licensee require any subsequent modifications or additions to the Signage, any cost associated with such modification or addition shall be the sole responsibility of Licensee. The Signage shall not exceed three in number. The signage shall not exceed two (2) feet by five (5) feet. The Signage shall be smaller than GJCRC signage. Signage shall not include any wayfinding signage, which shall be the responsibility of the City at its sole discretion.

D. Promotion and Marketing. During the Term of this Agreement and in addition to the other rights granted by this Agreement, the City grants the Licensee the following rights:

- i. Advertising, Promotion, and Publicity. The City, prior to, during, and after opening the GJCRC, will advertise, promote, and publicize Licensee and the Marks and the Licensee's connection to the Pools through, at a minimum, the following channels:
  - (a) Digital marketing. The City, at its expense, will use digital marketing that displays the Name or Marks for the promotion of the Pools on its website, social media channels, and any email marketing, when referencing the Pools.
  - (b) Printed materials. City, at its expense, will cause the Logo to be incorporated and used in printed marketing, promotional, newsletters, and press materials that involve the Pools for the opening of the GJCRC.
  - (c) Community events. Each of the Parties will identify the Pools by the Name or Marks in written and oral references to the Pools for any events organized by the City and held at the GJCRC.
  - (d) Authorized terminology. Licensee has the exclusive right to use the following terminology in any advertising or publicity effort organized by the Licensee:
    1. Official / Proud Partner of the Community Recreation Center
    2. Official / Proud Health Partner of the Community Recreation

Center

3. Official / Proud Medical Partner of the Community Recreation Center
4. Founding Partner of the Community Recreation Center
5. Other designations as mutually agreed upon by the Parties

ii. Miscellaneous Promotional Opportunities.

- (a) Community Engagement Events. Licensee will be permitted, but not required, to be the presenting sponsor of at least one (1) community engagement event per year focusing on promoting health and wellness, to be held within the GJCRC in a place agreeable to the City. Community engagement events shall be planned and executed at the mutual agreement of the Parties and could include but are not limited to run/walk events, educational sessions, recreational sporting events, and mental health awareness and injury prevention seminars. Licensee and the City agree to mutually design and promote such community engagement events, including via email distributions, GJCRC newsletters, bulletin boards, and other available marketing channels. A community engagement event is defined as a publicly available event where residents can attend and participate. Prior to the event(s) the Parties will determine if the event(s) is(are) available to only paying patrons of the GJCRC or if available notwithstanding membership or daily admission status.
- (b) First Right of Refusal for Medical Support. In the event that any event that is hosted on the GJCRC campus requires first aid stations or the presence of a medical provider, Licensee shall have first right of refusal to provide such services. The City shall provide at least ninety (90) days advance written notice to Licensee of any such opportunities. This stipulation does not apply to City staff that may be present such as staff of the Grand Junction Fire Department or the lifeguard staff of the GJCRC.
- (c) Fifty (50) day passes to the GJCRC each year. Each day pass will be valid for a single day visit to the GJCRC.
- (d) A dedicated display of at least 11" by 17" in size within the main entrance of the GJCRC to promote general health and wellness tips.

iii. Exclusivity. Licensee shall have the exclusive right in the healthcare category to use the Name and Marks in joint community events held at the GJCRC.

Healthcare category is defined as entities working generally in the field of healthcare.

2. Payment and Costs.

- A. Naming Rights Fee. In consideration for the Naming Rights and associated benefits set forth in Section 1 of this Agreement, Licensee will pay City Three Million and 00/100 Dollars (\$3,000,000.00) ("Fee") for the Initial Naming Rights Term, as defined herein, with 50% of the Fee paid by March 30, 2024 and the remaining fifty percent (50%) of the Fee paid by June 1, 2025.
- B. Costs and Expenses. Licensee shall pay for all costs and expenses associated with development of the Marks and shall pay for all costs and expenses associated with the initial and ongoing preparation, installation, and maintenance of its Signage. All Signage must be approved in writing by the City in advance prior of erection of any Sign(s). Any sign must be smaller and less prominent than any City signs. Additional language on the Signage plan is described above.

3. Term and Termination.

- A. Term. This Agreement shall commence on the Effective Date and continue through March 6, 2074, so long as the City is still operating the GJCRC ("Initial Naming Rights Term"), unless extended or earlier terminated as provided herein. The Licensee shall have the option to extend the Initial Naming Rights Term for an additional fifty (50) year term ("Renewal Naming Rights Term") (collectively, the Initial Naming Rights Term and each additional Renewal Naming Right Term shall be the "Term"). A Renewal Naming Rights Term(s), if any, will be subject to negotiation and mutual agreement by and between the Parties upon the expiration of the Initial Naming Rights Term.
- B. Termination.
  - i. Without Cause. Licensee may, at its sole option, terminate this Agreement at any time without cause by providing at least one hundred twenty (120) days' notice to City.
  - ii. In the instance that the City closes the GJCRC, which decision is solely in its discretion, this License shall terminate, without claim for payment or right of offset of any portion of the Fee, whether closure is in the Initial or the Renewal Naming Rights Term.
  - iii. Default. Any of the following events shall constitute an event of default

(“Default”) by the acting or relevant party (“Defaulting Party”):

- a. Failure to cure any material breach of this Agreement within sixty (60) days after receipt of written notice to the Defaulting Party.
  - b. A breach of any representation, obligation, or warranty in this Agreement.
  - c. A Party becomes insolvent.
- iv. Termination and Remedies. In the event of a Default, the non-defaulting Party may terminate this Agreement upon written notice to the Defaulting Party.

4. Notice. Any notice, demand, or other communication required or permitted to be given by any provision of this License shall be given in writing, delivered personally, or sent by certified or registered mail, postage prepaid and return receipt requested, or by overnight courier, with shipping charges prepaid, addressed as follows:

To the City:

City of **GRAND JUNCTION**  
Attn: City Manager  
250 North 5<sup>th</sup> Street

Grand Junction, CO. 81501  
Ph: (970) 244-1501

With a copy to:

City of **GRAND JUNCTION**  
Attn: City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO. 81501  
Ph: (970) 244-1501

To Licensee:

Chief Executive Officer  
2635 N. 7th Street  
Grand Junction, CO 81501

With a copy to:

IMH  
Legal Department  
500 Eldorado Blvd., Ste 4300  
Broomfield, CO 80021

All notices, demands, requests or other communications shall be effective upon such personal delivery, or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, or three (3) business days after deposit in the United States mail. By giving the other party thereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5. No Continuing Obligation. In no event shall this Agreement create a long-term funding obligation; any City funding is and will be subject to annual appropriation by the City Council in its discretion.

6. Assignment. Licensee shall not in any manner transfer or assign or attempt to transfer or assign this Agreement or any aspect of it, without the prior written consent of the City, and any attempt to do so without the City's prior written consent shall be null and void and confer no rights on third persons. The City may in its sole discretion refuse to consent to an assignment(s).

7. Binding Effect. This License shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

8. Governing Law. This License shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties agree that venue for any dispute regarding this License shall be proper in Mesa County, Colorado.

9. Attorneys' Fees. In the event either Party to this License commences an action to enforce any of the provisions hereof, the prevailing Party in such action shall recover from the other Party.

10. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third person to create the relationship of employer and employee, principal, and agent, or of a partnership or joint venture, or of any association between Licensee and the City.

11. Headings for Convenience Only. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this License.

12. Modification. This License and its attached exhibits set forth the entire understanding and agreement between the Parties hereto with respect to the Premises. Except as otherwise provided herein, this License may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing and duly authorized and executed by the Parties hereto.

13. Severability. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this License, but this License shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

14. Survival. Unless provided for otherwise, all rights and obligations of the Parties herein described and agreed to be performed, or which by the nature thereof are or would be required to be performed, regardless of termination of this License or subsequent to the term of the License shall survive any termination of this License or the term of the license.

**IN WITNESS WHEREOF**, the Parties have executed this License, intending it to be effective as of the date first set forth above.

**CITY**

**City of Grand Junction, a Colorado Home Rule Municipality**


By:   
\_\_\_\_\_  
Anna Stout, President of City Council

Date: 4/1/24

By:   
\_\_\_\_\_  
Greg Caton, City Manager

Date: 4/2/2024

**ATTEST:**

By:   
\_\_\_\_\_  
Amy Phillips, City Clerk

[Signatures continue on following page]

**LICENSEE**

**St. Mary's Hospital & Medical Center Inc. d/b/a  
Intermountain Health St. Mary's Regional Hospital**

By: *Bryan Johnson*  
Bryan Johnson (Apr 1, 2024 13:03 MDT)  
Bryan Johnson, President

Date: 04/01/2024