

## Exhibit A

### DOMINO'S "PAVING FOR PIZZA" AGREEMENT

As we have discussed, Domino's would like to engage with the City of Duluth, a municipal corporation under the laws of the state of Minnesota ("City") to improve road conditions by providing funds to fill potholes in accordance with the terms set forth below. Accordingly, the City and Crispin Porter & Bogusky LLC ("CPB"), as agent for Domino's Pizza LLC. ("Domino's"), agree as follows:

Funds: Domino's will provide to City funds in the amount of \$5,000 (the "Funds"), payable upon execution hereof by the City and transmission to CPB provided that City is in compliance with this agreement. The Funds shall be deposited in City Fund No. 110-500-1920-4654-02 (General, Public Works and Utilities, Other Reimbursements/Refunds).

Use of Funds: City agrees to use the Funds solely for the purpose of filling potholes in the City. City agrees that the potholes will be filled no later than July 1, 2019. City will provide CPB with the total number of potholes that will be filled using the Funds.

Materials/Usage: City agrees to film or photograph at least two (2) of the potholes before and after they are filled and provide the film/photographs (collectively, the "Images") to CPB for Domino's use. City agrees that Domino's may use the Images, may identify the City as an "official partner" of the Paving for Pizza Program and may indicate that Domino's provided the City with Funds to fill potholes in the City, 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.

Messaging: Domino's agrees that messaging or other materials that reference the City and potholes and/or the Paving for Pizza Program (collectively, the "Materials"): (a) will not portray the City in a negative light, nor will the Materials suggest that the City has difficulty filling potholes or has an excessive number of potholes; and (b) will comply with brand protection or compliance guidelines provided by the City to CPB. Accordingly, Agency will provide the Materials to the City for its review so that the City may confirm that the Materials comply with this "Messaging" provision. City agrees that the City will respond to any Agency request for review of Materials within five (5) business days of receipt of the applicable Materials. If the City believes that any Materials do not comply with this "Messaging" provision, the City agrees to explain its reasons for this belief in writing and with specificity. If the City does not respond within five (5) business days of CPB's request for review, the applicable Materials will be deemed in compliance with this "Messaging" provision.

Representations and Warranties: The signatory to this agreement for the City represents and warrants that the signatory has the right, power and authority to enter into and bind City to the terms of this agreement.

Use of Domino's Name and Trademark: City agrees that City shall not use Domino's name or trademark in any public-facing materials unless City obtains Domino's written approval in each instance.

Release: City agrees that City 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 City's name.

Contingency: City understands and agrees this agreement has been fully executed by both parties, CPB/Domino's shall have the right, but not the obligation, to terminate this agreement, and in such event the terms of this agreement shall be deemed null and void and of no force or effect and neither party shall have any obligation to the other party.

Public Data: This Agreement and all of its terms, covenants and conditions, are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (2018).

ACCEPTED AND AGREED:

CITY OF DULUTH, a Minnesota  
Municipal corporation

CRISPIN PORTER & BOGUSKYLLC, as agent for Domino's  
Pizza LLC.

By: \_\_\_\_\_  
Emily Larson  
Its Mayor

By: \_\_\_\_\_  
\_\_\_\_\_(Name)\_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Chelsea Helmer  
Its City Clerk

Date: \_\_\_\_\_

Approved:

Countersigned:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
City Auditor