

# PLOWING FOR PIZZA AGREEMENT

## DOMINO'S "PLOWING FOR PIZZA" AGREEMENT

As we discussed, as part of Domino's Plowing for Pizza Program (the "**Plowing for Pizza Program**"), Domino's would like to help the **CITY OF DULUTH** ("Your Town") improve winter road conditions by providing funds to Your Town, subject to the terms below, to be used to help Your Town plow roads and otherwise remove snow from Your Town roads after snowfalls. Accordingly, Your Town and Work in Progress LLC ("**Agency**"), agency for Domino's Pizza LLC. ("**Domino's**"), agree as follows:

1. Funds: Provided that the Conditions (as described below) have been met, upon execution of this agreement by Your Town and Domino's, Domino's will provide to Your Town funds in the amount of \$25,000.00 (the "**Funds**"), on or about **February 9, 2024**. The funds shall be deposited in City Fund No. 110-500-1920-4654-02.

2. Use of Funds: Your Town agrees to use the Funds solely for the purpose of plowing snow, or otherwise in connection with snow removal, from Your Town streets during the 2023/2024 winter season (*i.e.*, from approximately, November 2023 to approximately April, 2024) (to be referred to as the "**Your Town's Snow Removal**"). As a condition of and prior to receipt of the Funds, Your Town will provide Agency with a writing explaining and showing how the Funds will be used to further Your Town's Snow Removal.

3. Materials/Usage: Your Town agrees to film or photograph Your Town's Snow Removal process and provide the film/photographs (collectively, the "**Images**") to Agency for Domino's use. Your Town agrees that Domino's shall have the right, but not the obligation, to use the Images, identify Your Town as an "official partner" of the Plowing for Pizza Program, and indicate that Domino's provided Your Town with Funds to engage in Your Town Snow Removal, in any and all media and materials, anywhere in the world, in perpetuity, for any lawful purpose, including without limitation for purposes of advertising and trade in connection with Domino's "Plowing for Pizza" campaign.

4. Messaging: Domino's agrees that messaging or other materials that reference Your Town, Your Town's Snow Removal and/or the Paving for Pizza Program (as it pertains to Your Town) (collectively, the "**Materials**"): (a) will not portray Your Town in a negative light, nor will the Materials suggest that Your Town has had difficulty fulfilling Your Town snow removal responsibilities; and (b) will comply with brand protection or compliance guidelines provided by the Your Town to Agency. Accordingly, Agency will provide the Materials to Your Town for its review so that Your Town may confirm that the Materials comply with this "Messaging" provision. Your Town agrees that Your Town will respond to any Agency request for review of Materials within ten (10) business days of receipt of the applicable Materials. If Your Town believes that any Materials do not comply with this "Messaging" provision, Your Town agrees to explain its reasons for this belief in writing and with specificity. If Your Town does not respond within ten (10) business days of Agency's request for review, the applicable Materials will be deemed in compliance with this "Messaging" provision. All Materials may be used as set forth in Section 3 above and shall be and remain the sole and exclusive property of Domino's.

5. Conditions: Domino's has certain requirements that it needs Your Town to fulfill in order to be eligible to receive the Funds, which are referred to in this agreement as the "Conditions". The Conditions shall be as follows: (i) Domino's must receive this agreement fully executed by Your Town, (ii) Your Town must promptly provide Domino's with a properly and fully completed form W-9 and any other vendor forms required by Domino's, and (iii) Your Town must be and remain in full compliance with the terms of this agreement. If Your Town fails to fulfill the Conditions, Domino's shall have the right, to terminate this agreement (or if this agreement has not yet been executed by Domino's, to deem this agreement void and of no

force or effect), and Domino's shall have no further obligation to Your Town whatsoever (including no obligation to provide the Funds to Your Town). Any documents that are required to be returned to Domino's shall be sent to Domino's c/o Agency as follows: WorkInProgress 2465 Central Ave Suite 110 Boulder, CO 80301.

6. Representations and Warranties: Your Town and the signatory to this agreement for Your Town represent and warrant that the signatory has the right, power and authority to enter into and bind Your Town to the terms of this agreement.

7. Use of Domino's Name and Trademark: Your Town agrees that Your Town shall not use Domino's name or trademark in any public-facing materials unless Your Town obtains Domino's prior written approval in each instance, such approval not to be unreasonably withheld or delayed.

8. Release: Your Town agrees that Your Town shall have no claim to compensation or benefits (other than as specifically set forth in this agreement) nor any claim arising out of or in connection with this agreement, including without limitation, any claim in connection with Your Town's use of the Funds, Your Town's Snow Removal, or the use by Domino's and Agency, in accordance with this agreement, of the Images, Your Town's name, or the Materials.

9. Contingency: Your Town understands and agrees this agreement has been fully executed by both parties, Agency/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.

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

11. Miscellaneous. This agreement contains the entire understanding between the parties and may not be altered or waived except by a writing signed by both parties. No waiver by either party of the breach of any term or condition of this agreement will constitute a waiver of, or consent to, any subsequent breach of the same or any other term or condition of this agreement. In the event any provision of this Agreement is determined to be invalid by a court or tribunal of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein. This Agreement may be executed by electronic signature and may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

ACCEPTED AND AGREED:

CITY OF DULUTH, MN

Work In Progress, LLC, agency for Domino's Pizza LLC

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

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

Mayor

[NAME]

Attest:

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

Title:

City Clerk

Date:

Countersigned:

\_\_\_\_\_  
City Auditor Approved as to Form:

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

Date:

