MEETING ASSISTANCE: UPON REQUEST, ACCOMMODATIONS FOR MEETINGS WILL BE PROVIDED FOR PERSONS WITH DISABILITIES. PLEASE CONTACT THE HUMAN RELATIONS OFFICE, FIRST FLOOR, CITY HALL, 224 WEST 9TH STREET, SIOUX FALLS, SD AT 367-8745 (VOICE) OR 367-7039 (TDD) 48 HOURS IN ADVANCE OF THE MEETING.

MEETING AGENDA

ITEM 1. CALL TO ORDER AND QUORUM DETERMINATION

ITEM 2. WELCOME AND INTRODUCTIONS

ITEM 3. APPROVAL OF REGULAR AGENDA - May 7, 2021 Meeting

ITEM 4. REVIEW & ACTION ON
   No meeting minutes were reviewed from February 19, 2021

ITEM 5. PUBLIC INPUT ON NON-AGENDA ITEMS (Chairperson)
   (5-minute comment period per individual)

ITEM 6. REVIEW & ACTION – Rename the 3rd Floor Suite Level McNally’s VIP Lounge to the Innovative / Hon Lounge
   Presenter(s) – Mike Krewson and Rick Huffman, Denny Sanford Premier Center

ITEM 7. OTHER BUSINESSS - None

ITEM 8. ANNOUNCEMENTS - None

ITEM 9. ADJOURNMENT – None
APPLICATION FOR
NAMING, RENAMING, OR COMMEMORATION
OF CITY-OWNED PROPERTIES, INCLUDING STREETS OR
BUILDING FACILITIES, AND INTERIOR SPACES, THEREOF.

To: Director of Planning and Development Services
231 North Dakota Avenue
P.O. Box 7402
Sioux Falls, SD 57117-7402

Director of Planning and Development Services:

I/We, the undersigned, do hereby petition the City of Sioux Falls, South Dakota, to approve the naming, renaming, or commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, on the property described as:

Legal Description: (Please print or type): Denny Sanford PREMIER Center suite level lounge
3rd Floor of the PREMIER Center

General Location or Street Address: 1201 N. West Ave., Sioux Falls, SD 57104

Please Check Appropriate Application Category:

☐ Naming or Renaming
  ☐ City-Owned Street:
    Please attach the petition signed by at least 60 percent of the number of owners of properties abutting the portion of the street to be renamed.
    Existing Name: __________________________
    Proposed Name: __________________________
    Proposed Rename, if applicable: __________________________

☐ City-Owned Property—Park or Library
    Existing Name: __________________________
    Proposed Name: __________________________
    Proposed Rename, if applicable: __________________________

☐ Other City-Owned Property (other than park property, or library property, or street)
    Existing Name: McNally's VIP Lounge
    Proposed Name: __________________________
    Proposed Rename, if applicable: Innovative / Hon Lounge

☐ Commemorative Designation
A commemorative designation shall not change the official name of the street, building, or other City property, but shall allow for placement of the signs, plaques, or other items to be placed on the building or property or below the existing street signs.
  ☐ City-Owned Street
  ☐ City-Owned Property—Park or Library
  ☐ Other City-Owned Property (other than Park property, or Library property, or street)

    Existing Name: __________________________
    Proposed Commemoration Rename: __________________________
Acknowledgement

I understand that this application, if approved, applies only to naming or renaming or commemoration of City-owned properties, including streets, or building facilities and interior spaces thereof, and is not approval or assurance of compliance with any other City regulation, code, or ordinance. Any information, technical assistance, or review comments by any City official are intended solely as information guidance, and are neither a determination of compliance nor binding on any agency with code enforcement responsibilities of the City.

Company: ASM Global
Petitioner Name (Print): Rick Huffman
Signature: [Signature]
Date: 04/19/2021
Address: 1201 N. West Ave.
City Louis Falls City
State: SD
Zip: 57104
Phone: (605) 367-7288
Email: rick.huffman@premier-center.com

(Please complete below if owner is different than above)

Company:
Petitioner Name (Print):
Signature:
Date: 
Address: 
City
State
Zip
Phone: 
Email:

Office Use Only

Submit to Planning Office ________________

Application Category
☐ City-Owned Property
☐ City-Owned Street
☐ City-Owned Building Facility
☐ Commemoration

General Location or Street Address: ________________
Checked by: ________________

Application Reviewers
☐ Library Board
☐ Parks Board
☐ Street Naming Committee

Review Date
☐ Date
☐ Date
☐ Date
Recommendation (Approve, Approve with Stipulations, or Deny)

City Council Disposition
Date
Final Action (Approve or Deny) ________________
Ordinance No. ________________
Resolution No. ________________
Effective Date ________________
EXHIBIT A
HON/INNOVATIVE OFFICE SOLUTIONS
Sponsorship Rights & Benefits
April 23, 2021

1. TRADEMARK RIGHTS & DESIGNATIONS
   a. Category Exclusivity
      i. Innovative Office Solutions will have exclusive rights to partner with the
         Denny Sanford PREMIER Center in the following categories:
         1. Office Supplies; Paper Towels; Toilet Tissue; Trash Can Liners;
            Cleaning Chemicals; Hand Soap; Hand Sanitizer; Floor Care
            Products; Ancillary Janitorial Products.
         a. ASM Global agrees to provide IOS first right of refusal to
            provide all of the above within the exclusive category,
            provided:
            i. SPONSOR agrees to provide these products and
               services to Operator at a competitive price, at or
               below market value.

               ii. It is understood that the Paper Towel, Toilet Tissue,
                   and all Hand Soap and Sanitizer dispensers will be
                   provided to PREMIER Center, by Innovative, at $0
                   charge.

               iii. If SPONSOR cannot provide Operator such
                    products and services at or below market value,
                    Operator may purchase products from another
                    company, including competitors.

   b. Venue Designation
      i. Designation as a “Signature Partner” of Denny Sanford PREMIER Center.
         This designation may be used in promotional materials and advertising
         throughout the year.

   c. Trademark Rights/Intellectual Property
      i. Opportunity to use official Denny Sanford PREMIER Center Intellectual
         Property (venue name, logos, imagery) in all IOS marketing, advertising,
         products and promotions.

d. Promotional Rights (Sweeps/Contests)
   Opportunity to develop consumer promotions/sweepstakes/contests, and
   community outreach programs with Denny Sanford PREMIER Center
   throughout the year. The exact nature of the promotion and rules are subject
   to prior approval by ASM Global.
2. ENTITLEMENT OPPORTUNITY
      i. Located on the suite level, the Innovative / Hon Lounge serves all of the
         beverage needs of suite level patrons. The suite level is a private level
         reserved only for suite and loge box ticket holders, offering IOS the
         opportunity to present its brand to high-end clientele at ALL Denny Sanford
         PREMIER Center events. The suite level consists of 22 suites and 18 loge
         boxes, as well as 18 loge seats located at a drink rail overlooking the event
         floor for a total capacity of 660 guests. The lounge includes high-top tables
         and chairs, and a buffet line serving suite level patrons.
      ii. As the entitlement partner, IOS will receive:
          1. Channel cut, brushed aluminum lettering (in keeping with the current
             style throughout the venue) on the back wall of the bar featuring the
             IOS name or logo.
             a. Approximate size: 28” Top to Bottom and 112” Wide
          2. Channel cut, brushed aluminum lettering on the wall at the main
             south entrance to the suite level featuring the IOS name or logo.
             a. Approximate size: 16’ wide.
          3. Channel cut, brushed aluminum lettering on the wall facing the
             southeast elevator on the suite level, visible to patrons as they exit the
             elevator. The lettering will spell out “Hon/Innovative Lounge” and
             an arrow pointing left will direct patrons to the lounge.
             a. Each letter measures 6” tall and .25” deep, with a .5” standoff
                from the wall, in keeping with the size of current lettering on
                the wall.
          4. Two overhead signs placed at both entrances to the lounge, from the
             north and from the south, beneath the existing exit signs.
             a. The signs measure 21” x 6’.
                i. IOS shall pay for the cost of production and
                   installation of all signage.
                ii. IOS shall be responsible for any future changes to any
                    signage.
          5. Logo branded clings attached to the glass partitions on the grand
             stairs.
             a. The glass partitions are located on the concourse side of the
                grand stairs leading from the second floor (main concourse)
                to the third floor (suite level).
             b. The logo will be visible to patrons who are on the main
                concourse below the stairs as they look up to the grand stairs.
             c. There will be two clings side by side each measuring
                approximately 33” tall by 48” wide.
6. Denny Sanford PREMIER Center will post a welcome video on its homepage, www.dennysanfordpremiercenter.com, for six months from the start of the contract to help promote the new Innovative / Hon Lounge.

7. Opportunity for IOS to provide its own office furniture to display to suite level patrons as its own “showroom” at the PREMIER Center throughout the year.
   a. IOS may change out the furniture as often as it deems necessary.

8. Opportunity for IOS to provide branded drink napkins and coasters for use exclusively on the suite level.
   a. IOS will be responsible for providing all napkins and coasters.

9. IOS acknowledges that the PREMIER Center may sell a sponsorship for the entire suite level to another company, which company would not be in the same business category as IOS, with that company’s naming rights included for the suite level. Such sponsor will receive special privileges on the suite level such as signage and special events on non-event dates.

iii. Lounge Access for Private Events

1. Innovative Office Solutions may use the VIP Lounge on non-event days for up to four (4) private events each year. These private events could be used for key accounts “happy hour,” or for new product launches.
   a. IOS will be responsible for all food and beverage costs.
   b. The exact dates shall be subject to availability and will be mutually agreed to.

iv. Ticket Bank

1. IOS will receive a $5,000 ticket bank per year and first right of opportunity to purchase tickets at the VIP drink rail, located in the center of the Innovative / Hon Lounge, or to rent a house suite or loge box on the suite level prior to tickets going on sale to the general public. IOS may use these tickets for their clients or staff, or to use in promotional giveaways. This gives ticket holders direct access to the Innovative / Hon Lounge.
   a. The average ticket price for seats on the suite level is approximately $125.
   b. The average rental cost for our house suite ranges between $1,700 and $2,400, depending on the event and the number of tickets to the suite IOS requests (maximum capacity is 18).
c. The average price for a house loge box rental is $700, depending on the event and the number seats in the box IOS requests (maximum capacity is 9).
   i. IOS understands that not all events will be available.

3. TERM & INVESTMENT
   a. Term
      i. This is a three (3) year Sponsorship Agreement between Denny Sanford PREMIER Center and Innovative Office Solutions.
   b. Investment
      i. Year 1 (September 1, 2021 – August 31, 2022) = $45,000 (net)
         1. Payments: 50% will be due upon execution of this contract; 50% will be due on March 1, 2022
      ii. Year 2 (September 1, 2022 – August 31, 2023 = $45,000 (net)
          1. Payments: 50% will be due September 1, 2022, and 50% will be due on March 1, 2023.
      iii. Year 3 (September 1, 2023 – August 31, 2024 = $45,000 (net)
            1. Payments: 50% will be due September 1, 2023, and 50% will be due on March 1, 2024.
      iv. Excluding the first payment, which shall be due upon execution of this contract, Operator shall provide Sponsor with an invoice no later than thirty (30) days prior to all due dates thereof.
Innovative and HON Signage to go on the wall at the suite level south entrance
Directional signage with matching brushed aluminum lettering, added at the SE elevator on the suite level.
Innovative and HON signage to be hung down from ceiling at transition site on both sides of the lounge.
Circular bar inside the Innovative and Hon Lounge.
Signage artwork (TBD) located on two panels of the glass stair rail leading from main concourse to suite level.
THANK YOU
SPONSORSHIP AGREEMENT
For
DENNY SANFORD PREMIER CENTER

1. Parties. This Sponsorship Agreement (this “Agreement”), is entered into by and between ASM Global (the “Operator”) and Innovative Office Solutions (the “Sponsor”) to be effective on the date of execution by ASM Global (the “Effective Date”).

2. Term. This Agreement shall be effective on the Effective Date, however, Sponsorship Rights shall commence on September 1, 2021 and shall terminate on August 31, 2024, unless this Agreement is terminated earlier pursuant to the provisions hereof (the “Term”).


a. Sponsor shall be a marketing partner at the Denny Sanford PREMIER Center (the “PREMIER Center”). The sponsorship rights granted pursuant to this Agreement (the “Sponsorship Rights”) are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

b. Hon/Innovative Office Solutions will receive partnership exclusivity in the following category:

   i. Office Supplies; Paper Towels; Toilet Tissue; Trash Can Liners; Cleaning Chemicals; Hand Soap; Hand Sanitizer; Floor Care Products; Ancillary Janitorial Products.

c. Notwithstanding any other provisions of this Agreement, Sponsor acknowledges and agrees that PREMIER Center Tenants and/or Licensees are entitled to sell sponsorships, nonpermanent advertising, and promotional rights for their games and events at the PREMIER Center. Such nonpermanent advertising at the PREMIER Center during Tenant games and events shall include, but is not limited to, advertising on the scoreboard, LED ribbon board, dasher boards, ice floor and turf field, concourses, and other areas in and around the PREMIER Center. Sponsor acknowledges and agrees that PREMIER Center Tenants and/or Licensees are entitled to sell advertising for their games and/or events at the PREMIER Center, which advertising may be within the same business category as Sponsor.

d. Notwithstanding anything herein to the contrary, the Operator reserves the right, in its reasonable discretion, to cover, remove, or not illuminate Sponsor signage and not include the Sponsor in promotional material during PREMIER Center events that are not controlled by the Operator, if required to do so pursuant to any written contracts or agreements entered into by the Operator with any unrelated third parties for use of the PREMIER Center; provided, however, the Operator will use commercially reasonable efforts to not be required to cover, remove or not illuminate such signage; and provided further, however, if the Operator learns or determines Sponsor signage must be covered, removed or not illuminated for any PREMIER Center event not controlled by Operator, the Operator will promptly notify the Sponsor so the Sponsor may attempt to negotiate to obtain the rights not to have such signage covered, removed or not illuminated. Examples of events not controlled by the Operator where Sponsor signage may be required to be covered, removed, or not illuminated include NCAA sponsored events, Olympic trials, religious events and political conventions. If, after use of such efforts, the Operator reasonably and in good faith determines the Sponsor signage must be covered, removed, or not illuminated, then the Operator will exercise due care in the removal or covering of, or disconnecting the electricity illuminating Sponsor signage and in replacing or uncovering, or reconnecting the electricity so as to illuminate, the Sponsor signage, and will be responsible for any and all damage to or loss of any
such signage. The Sponsors' signage will be replaced, uncovered or illuminated, as applicable, at no cost to the Sponsor, as soon as reasonably possible following the conclusion of the event for which removal, coverage or disconnection of electricity for illumination purposes is required.


a. Sponsor shall pay to the Operator an annual fee for the Sponsorship Rights. The compensation schedule relating to the Sponsorship Rights is set forth in Exhibit A, attached hereto and incorporated herein by this reference. Sponsor represents and warrants to the Operator that it has not entered into and is not subject to any agreement, arrangement, or understanding with any individual or entity whereby such individual or entity is entitled to a fee or commission with respect to any amount payable under this Agreement.

5. Advertisement Material.

The content and form of all advertising, sponsorship, and promotional material under this Agreement (the "Advertisement Material") shall be subject to the prior written approval of the Operator, which approval shall not be unreasonably withheld. Notwithstanding the previous sentence, the Operator and/or City of Sioux Falls, SD have the right to register objections to the Advertisement Material which it believes does not reflect well on the City or its image. It shall be deemed reasonable for the Operator to reject, in whole or in part, any Advertisement Material that it, in its sole discretion, determines is inconsistent with this Agreement or the best interests of the PREMIER Center or may violate the rights of others.

a. Unless otherwise set forth in Exhibit A, the Sponsor shall pay the costs of construction and installation of the Sponsorship signage and Advertisement material. Sponsor shall pay the costs of any subsequent change in the signage or advertisement material that is requested by Sponsor or required by Operator pursuant to the terms of this Agreement.

b. All positioning and placement of the Advertisement Material is at the sole discretion of the Operator, subject to the terms of this Agreement. Except as specifically provided herein, in no event will any adjustment, replacement, or refund be made because of the position or placement of any Advertisement Material.

c. Sponsor shall be responsible for adhering to all deadlines imposed by the Operator with respect to the submission of signage and Advertisement Material. Sponsor shall be responsible for checking the copy of all Advertisement Material for accuracy and providing the Operator with prompt written notice of errors or changes within the applicable deadlines. The Operator shall not be liable (for consequential damages or otherwise, whether or not foreseeable) to Sponsor for any errors or omissions relating to any Advertisement Materials. The Operator shall make no change in the content of any Advertisement Materials without the prior written consent of Sponsor.

d. No contest of any nature shall be part of any Advertisement Material unless Sponsor shall first submit full details thereof in writing to the Operator, and the Operator shall approve of such contest, which approval shall not be unreasonably withheld.

e. Advertisement Material shall contain: (i) no mention of online auto sales; (ii) no misleading, unwarranted, exaggerated, or doubtful claims or statements, and Sponsor guarantees the truth of all claims and statements made in all Advertisement Materials; (iii) no infringement of another person’s or entity’s rights, whether by plagiarism, copyright or trademark infringement, or otherwise; (iv) no disparagement of any competitor or any competitor’s goods or services; (v) no statements or announcements that are slanderous, obscene, profane, vulgar, repulsive, or offensive, either in theme or in treatment; (vi) no
mention by name of other generally advertised products or services; (vii) no lotteries, drawings, or other contests prohibited by law; (viii) the sale of tobacco as principal business; and (ix) the operation of an establishment engaging in exotic dancing.

6. **Legal Compliance.** The provisions of this Agreement and the rights herein granted are and shall be subject to applicable federal, state, and municipal laws and regulations and all actions of governmental bodies.

7. **Rights of Refusal.** Notwithstanding anything in this Agreement to the contrary, the Operator reserves the right to refuse to publish or display any Advertisement Material or portion thereof, and the right to cause to be interrupted any of the same while in progress, if the Operator reasonably and in good faith determines that such Advertisement Material is of substandard technical quality or not in conformity with generally accepted standards of good taste in the local community; provided, however, that in any such event, the Operator shall notify Sponsor within a reasonable time stating the reason for such refusal or interruption.

8. **Indemnification.**

   a. Sponsor hereby agrees to defend, indemnify, and hold harmless the Operator from and against any and all loss, liability, damage, claim, demand, and/or expense (including, without limitation, reasonable attorneys' fees and expenses) to the extent arising out of or relating to: (i) the character, content, or subject matter of any advertising, sponsorship, or promotional material published or displayed pursuant to this Agreement, including, without limitation, any violation or alleged violation or infringement or alleged infringement of any copyright, trademark, trade name, or other proprietary right or any claim for libel, slander, unfair or illegal trade practice, unfair or illegal competition, or invasion or violation of any right of privacy; or (ii) the negligence or willful misconduct of Sponsor.

   b. Operator hereby agrees to defend, indemnify, and hold harmless Sponsor, its parent companies, affiliates, subsidiaries, and each of their respective directors, officers, shareholders, employees, contractors, agents, representatives, successors, and assigns, from and against any and all loss, liability, damage, claim, demand, and/or expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating to: (i) Operator's breach of this Agreement; or (ii) the negligence or willful misconduct of Operator, its employee(s), agent(s), representative(s), guest(s), or invitee(s).

   c. The Operator's acceptance or approval of any Advertisement Material shall not affect Sponsor's indemnification obligations under this Agreement.

   d. Notwithstanding any other provision of this Agreement, all indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement.

9. **Film/Video Productions.** Sponsor hereby acknowledges that the PREMIER Center may be rented or used for the production of motion pictures, films, and/or videos (each a "Film") and hereby consents to such use. Sponsor recognizes that, in connection with the production of a Film, its signage may be required to be covered, shrouded, or not operated, and Sponsor hereby consents thereto. In the event that Sponsor's signage is not required to be covered, shrouded, or not operated in connection with the production of a Film, and provided that Sponsor shall not be required to pay any fee or charge in connection with the production, distribution, or exhibition of the Film, Sponsor hereby releases all claims arising from the exhibition or appearance of Sponsor's signage in a Film that is produced pursuant to a contract with the Operator; provided, however, that such signage may be exhibited or appear in such Film
only with Sponsor's prior written consent and in the absence of such consent, such signage shall be covered, shrouded, or not operated in connection with such Film.

10. Force Majeure.

a. If the Operator shall be temporarily prevented, in whole or in part, from performing its obligations hereunder by virtue of any cause beyond its reasonable control (including, without limitation, any act of God, emergency, war, act of terrorism, accident, player strike, referee strike, labor difficulty, legal restriction, government action, or mechanical difficulty, each such cause being a "Force Majeure Event"), then the Operator's obligations under this Agreement shall be excused for a period of time equal to the period during which it shall have been prevented from performing. In no event shall Sponsor be entitled to any damages, payment, or remedy hereunder as a result of any such Force Majeure Event.

b. If any Force Majeure Event makes it permanently impractical or impossible for the Operator to fulfill its obligations under this Agreement, the Operator shall give prompt written notice thereof to Sponsor, and, as of the date of such written notice, this Agreement shall terminate and the parties hereto shall be relieved from further performance hereunder. If this Agreement is so terminated, then Sponsor shall be entitled to an adjustment of the amounts previously paid hereunder for that portion of the Term that remains.

11. Default/Termination.

a. Sponsor Defaults & Material Breaches. Each of the following will constitute a breach and material default of this Agreement by the Sponsor:

i. In the event Sponsor (i) files any petition in bankruptcy, (ii) makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act or (iii) becomes subject to the appointment of a receiver or trustee for itself or any of its property, then the Sponsor shall be entitled to terminate this Agreement effective immediately upon notice of termination delivered in writing to the Sponsor. Other than as set forth in the immediately preceding sentence, in the event of a default by either party in the performance of any of the terms of this Agreement (except as provided in Section 10 above), which default shall not have been remedied within three (3) business days (in the event of a payment default) or ten (10) business days (in the event of any other default) after notice of the default has been delivered to the defaulting party, the non-defaulting party may, in addition and without prejudice to any other remedies that may, under the circumstances, be available to it, terminate this Agreement effective immediately upon notice of termination delivered in writing to the other party.

ii. The Sponsor (including their respective subsidiaries) by the actions of any of its officers or officials has committed, or will commit, any act, tending to shock, insult, or offend a majority of the people of Sioux Falls, which materially and adversely affects the operation or use of Denny Sanford PREMIER Center complex and materially and adversely impacts the attendance at Center events, following 60 days advance notice of the City's intent to terminate.

12. Relationship of the Parties. The relationship of the parties hereto shall be that of independent contractors and nothing herein shall be construed to create or imply an employer/employee, agency, joint venture, partnership, or other relationship, it being acknowledged that each of the parties is engaged in its own separate and distinct business and is not under the control of the other party in the performance of the agreements herein contained. Sponsor has made no payment directly or indirectly to any elected official,
officer, or employee of the Operator or of any public trust where the Operator is a beneficiary of money or any other thing of value to procure this Agreement.

13. **Support.** Sponsor agrees that it shall use its good faith reasonable efforts to support the Events Center and encourage the sale of tickets to events at the PREMIER Center. Each party shall cooperate in good faith in effectuating the provisions of this Agreement and considering any proposals of the other.

14. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota, without regard to conflicts of law principles. The parties agree that venue of any legal action arising out of this Agreement or incident thereto shall be proper in a court of competent jurisdiction in Minnehaha County, South Dakota and each party waives any objection to such venue.

15. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties hereto, and supersedes all prior oral or written representations and agreements, if any, of the parties with respect to the subject-matter hereof. No waiver or amendment of any of the terms of this Agreement shall be binding or enforceable unless in writing and executed by the parties hereto.

16. **Notices.** All notices permitted or required hereunder shall be given in writing and shall be addressed to the parties at their respective addresses as set forth below their signatures hereto (or to such other address as the notifying party shall have been informed pursuant to this Section 16 by the recipient party), shall be actually delivered in person or by a nationally recognized overnight delivery service or sent postage prepaid by registered or certified mail with return receipt requested, and shall be deemed effective upon delivery or 5 business days after such mailing.

17. **Binding Effect; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Sponsor may not assign any of its rights and obligations under this Agreement without the prior written consent of the Operator, which consent may be withheld in the Operator’s sole discretion.

18. **Severability.** If any provision of this Agreement is in conflict with any applicable statute, regulation, or rule of law, then such provision shall be deemed to be null and void to the extent that it is in conflict therewith, but without invalidating such provision in any other circumstance or any of the then-existing provisions hereof.

19. **Headings.** The section headings herein are for convenience of reference only and are not part of and shall not affect the construction of this Agreement.

20. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together form one agreement.

21. **Retention of Rights.** Except as specifically provided by this Agreement, Sponsor does not obtain by virtue of this Agreement any right, title, or interest in the Events Center or any of the trademarks used in the PREMIER Center, nor does this Agreement give Sponsor the right to use, refer to, or incorporate in marketing or other materials any name, logo, trademark, or copyright used by the PREMIER Center without the prior written consent of the Operator.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below to be effective on the date of execution by the Operator.

SPONSOR

Hon/Innovative Office Systems:
Signature:

X ________________________________

Date: ________________________________

Name
Printed: ________________________________

Title: ________________________________

Address: ________________________________

OPERATOR

By: ________________________________

Date: ________________________________

Name
Printed: ________________________________

Title: ________________________________

Address: 1201 North West Avenue
Sioux Falls, SD 57104