

ELEVATE PERFORMANCE COMPLEX

NAMING PARTNERSHIP AGREEMENT

This Naming Partnership Agreement ("Agreement") is entered into between **Elevate Performance Complex** ("Elevate") and the individual, family, business, or organization identified below ("Naming Partner").

1. NAMING PARTNER

Naming Partner: _____

Business/Organization (if applicable): _____

Address: _____

Phone: _____ **Email:** _____

2. NAMING OPPORTUNITY

Space/Area: _____

Partnership Amount: \$ _____

Requested Recognition Name: _____

The requested name is subject to approval by Elevate Performance Complex.

3. NAMING RECOGNITION

Upon acceptance of this Agreement and receipt of the required partnership payment, Elevate will recognize the Naming Partner through naming signage or other appropriate recognition associated with the selected space.

Final decisions regarding the design, dimensions, materials, placement, installation, and overall appearance of signage will remain with Elevate to maintain consistency with the facility's branding and design.

4. NAMING TERM

Naming recognition will be provided for a term of **five (5) years beginning on the date the facility opens to the public**, unless a different term is stated in writing below:

Alternative Term, if applicable: _____

At the conclusion of the naming term, Elevate and the Naming Partner may mutually agree to renew or extend the naming partnership.

5. PAYMENT

Total Partnership Payment: \$ _____

Payment method: ☐ Paid in Full ☐ Approved Payment Arrangement

Any payment arrangement must be approved in writing by Elevate. Naming recognition may be withheld until the agreed payment requirements have been satisfied.

6. FACILITY DEVELOPMENT

The Naming Partner acknowledges that Elevate Performance Complex is a developing project and that building plans, room configurations, construction schedules, dimensions, uses, and facility features may change during design, financing, permitting, or construction.

If the specifically selected space is materially changed, relocated, renamed, or eliminated before opening, Elevate will work with the Naming Partner in good faith to provide a reasonably comparable naming or recognition opportunity.

7. NATURE OF PARTNERSHIP

This Agreement represents a **commercial naming partnership with Elevate Performance Complex**.

Payments made under this Agreement are not represented by Elevate Performance Complex as charitable contributions or tax-deductible donations.

Naming partnerships with Elevate Performance Complex are separate from contributions made to **Elevate Every Child Foundation, Inc.** Naming Partners should consult their own tax or financial advisor regarding the treatment of any payment.

8. USE OF NAMES AND LOGOS

The Naming Partner grants Elevate permission to use the approved name and, when applicable, business logo for purposes related to recognition of the naming partnership. Any business logo or branding materials supplied by the Naming Partner remain the property of the Naming Partner.

9. APPROPRIATE USE AND REPUTATION

Elevate reserves the right to decline a proposed recognition name or terminate naming recognition if continued association would reasonably create significant legal, reputational, safety, or community concerns for Elevate, its students, families, or programs.

If naming recognition is terminated under this provision, the parties will address any remaining financial obligations or refund, if applicable, according to the circumstances and the terms of this Agreement.

10. NO OWNERSHIP INTEREST

A naming partnership provides recognition rights only. It does not provide the Naming Partner with ownership, equity, management authority, control of the named space, exclusive use of the space, or any interest in Elevate Performance Complex or its real or personal property.

11. TRANSFER OR RELOCATION

If Elevate relocates, substantially renovates, or materially reconfigures the facility during the naming term, Elevate will make reasonable efforts to continue comparable recognition for the remainder of the agreed naming term.

12. ENTIRE AGREEMENT

This Agreement represents the understanding between Elevate and the Naming Partner regarding this naming opportunity. Any modification must be agreed to in writing by both parties.

NAMING PARTNER

I have reviewed and agree to the terms of this Naming Partnership Agreement.

Name: _____

Signature: _____

Date: _____

ELEVATE PERFORMANCE COMPLEX

Representative: Wendy Gale Attix **Title:** Owner

Signature: _____

Date: _____

SELECTED NAMING OPPORTUNITY

☐ Creative Studio Naming Partner

☐ Family Lounge Naming Partner

☐ Workout & Conditioning Room Naming Partner

- ☐ Dance Studio Naming Partner
- ☐ Community Studio Naming Partner I
- ☐ Community Studio Naming Partner II
- ☐ Welcome Center Naming Partner
- ☐ Cheer & Tumbling Gym Naming Partner
- ☐ Other: _____