



Downtown Brighton

City of Brighton Principal Shopping District

200 North First Street • Council Chambers • Brighton, Michigan 48116 • (810) 227-1911

Regular Meeting October 4, 2016 – 7:30 A.M.

AGENDA

1. Call to Order/Roll Call
2. Approval of October 4, 2016 Agenda
3. Approval of July 6, 2016 and September 13, 2016 Meeting Minutes
4. Approval of September 2016 Financial Report
5. Call to the Public
6. New Business
 - a. Banners
 - i. Pink Week
 - ii. Art Guild Kaleidoscope
 - iii. Holiday Glow
 - iv. Shop/Dine
 - b. Discussion: Michigan Main Street Associate Level Resolution
 - c. Brighton 150th Anniversary
 - d. Christmas Lights Sponsors
 - e. Tridge or Treat
7. Old Business
 - a. WHMI
 - b. Legacy Center
 - c. Pow! Strategies Update
8. Liaison Reports:
 - a. City Council (Shawn Pipoly)
 - b. Chamber of Commerce
 - c. DDA
9. Board Member Update
10. Staff Updates
11. Call to the Public
12. Adjournment

Next meeting is scheduled for Tuesday, November 1, 2016 at 7:30 A.M.

City of Brighton
Principal Shopping District Board Meeting Minutes
July 6, 2016 7:30 a.m. Regular Session

1. Meeting called to order by Shawn Pipoly at 7:36 a.m.

Those in Attendance:

Mark Binkley	N	Lisa Nelson	N
Nick Palizzi	Y	Jon Innes	N
John Okoniewski	Y	Steve Pilon	N
Sheryl Kemmerling	Y	Shawn Pipoly	Y
Annette Jacoby	Y		

Motion by Nick Palizzi, seconded by John Okeniewski, to excuse the absences of Mark Binkley, Lisa Nelson, Jon Innes and Steve Pilon. The motion carried 5-0-4

Staff:

Michelle Miller, Jen Ling, Matt Modrack

Audience: 4

2. **Approval** of July 6, 2016 Agenda

Motion by John Okeniewski, seconded by Sheryl Kemmerling, to approve the July 6, 2016 agenda. The motion carried 5-0-4.

3. **Approval** of June 7, 2016 Regular Meeting Minutes

Motion by John Okeniewski, seconded by Nick Palizzi, to approve the June 7, 2016 Regular Meeting Minutes. The motion carried 5-0-4.

4. **Approval** of June 2016 PSD Financial Report

Motion by Nick Palizzi, seconded by Annette Jacoby, to approve the June 2016 PSD Financial Report. The motion carried 5-0-4.

5. Call to the Public was at 7:41. Jimmy Banish with The Legacy Center spoke and talked about their Annual Snapshot of demographics and impact of their events since their fieldhouse has been open. Jimmy talked about downtown Brighton's presence at the center, as Matt Modrack was inquiring. He also mentioned that they are building 6-12 baseball/softball fields and adding volleyball areas as well. Next fall they will break ground on a medical wellness facility. Shawn Pipoly brought up their Powerade Tournament, and if the PSD wants to get involved with a sponsorship, they need to decide now. Jimmy will be added to next month's agenda and will discuss further then. Maybe the PSD can create a brochure with children's activities or downtown restaurants/bars or other items that would be of interest the attendees at The Legacy Center.

6. New Business

A. Alzheimer's Association Presentation- Maggie Gibbons with the Alzheimer's Association spoke and gave an overview of their organization and talked about the annual walk they are planning in downtown Brighton the morning of October 1. They changed the date this year to a Saturday instead of a Sunday, as they would like to see their attendees stop into downtown shops and restaurants, and many of them are not open on Sunday. Maggie mentioned that about 60% of their attendees are from Livingston County. Main Street will be closed this year for their event, as they have outgrown the sidewalk. They want to get the PSD's input on how to bring the walk and the merchants together for biggest impact for the merchants. Last year they had 620 walkers and this year they expect 750+. Their goal is to eventually to have smaller events in downtown leading up to the walk and to make it similar to the Pink Party in Howell by making the town purple with thousands of attendees. They talked about having bounce houses, entertainers, etc. in the street before and after the event. They would like to see the PSD get involved by having the merchants put up posters and possibly with a Main Street banner.

Motion by Nick Palizzi, seconded by Sheryl Kemmerling, for the PSD to purchase and put up a banner for the Alzheimer's Association Brighton Walk with the caveat the PSD Board discuss the timing when they have more Board members present.

7. Old Business

A. A Taste of Brighton Update- Jen Ling and Nick Palizzi gave an update about A Taste of Brighton. They talked about marketing efforts, street layout and a few other items. Event planning is moving forward and everything is looking good.

B. POW! Marketing Strategies Update- Michelle Miller gave a handout about what Cristina is doing in Dearborn. Also- Cristina met with some of the downtown merchants to discuss one-on-one and in groups their thoughts and ideas. Some of those merchants are Claudia Roblee (ArtVentures), Elena Borg (Brighton Bar & Grille), Denne Drewno (Tribute Salon), Lisa Nelson (Hush Intimate Apparel), Nick Palizzi (Downtown Main Martini Bar & Grille), Mark Binkley (Cooper & Binkley Jewelers and Bink & Bab's Boutique) and Keith Karp (Oh My Lolli!). If any other merchants are interested in meeting with her, she will be in town next Tuesday. She also plans to connect with residents who do not have businesses downtown. Cristina will be presenting at either the August or September PSD meeting.

8. Liaison Reports

A. City Council (Shawn Pipoly) – No report.

B. Chamber of Commerce (Sophia Freni) – Sophia mentioned she has some data to share that the Chamber has been collecting from event attendees at the last six events. She will send to Michelle Miller. She also talked about Brighton After Dark- a component of the Brighton

Principal Shopping District Board Meeting Minutes

July 6, 2016

Fine Art & Acoustic Music Festival on Saturday, August 6 in the Hyne Street parking lot from 8-11 p.m. featuring a beer/wine tent and acoustic music.

C. DDA (Michelle Miller) – With the University of Michigan Health System coming in, the DDA is dedicating lots of funds to the Challis Road corridor. They are providing a match for a grant for this project and also for a project on Grand River from the city limits to Brighton Auto Repair (formerly Corky’s Car Clinic). The DDA is also in the process of trying to acquire a property in the downtown area to tear down and entice a developer to come in and develop.

9. Board Member Updates- None

10. Staff Updates – None

11. Call to the Public was at 8:34 a.m., and was closed after hearing no response.

12. Motion by Nick Palizzi, seconded by Annette Jacoby, to adjourn the meeting at 8:35 a.m.
The motion carried 5-0-4.

Respectfully submitted,

Jen Ling, Recording Secretary
July 29, 2016

Next regular PSD board meeting – August 9, 2016 – 7:30 a.m.

City of Brighton
Principal Shopping District Board Meeting Minutes
September 13, 2016 7:30 a.m. Regular Session

1. Meeting called to order by Mark Binkley at 7:30 a.m.

Those in Attendance:

Mark Binkley	Y	Lisa Nelson	Y
Nick Palizzi	N	Jon Innes	Y
John Okoniewski	Y	Steve Pilon	Y
Sheryl Kemmerling	Y	Shawn Pipoly	Y
Annette Jacoby	Y		

Motion by Shawn Pipoly, seconded by Jon Innes, to excuse the absence of Nick Palizzi. The motion carried 8-0-1

Staff:

Michelle Miller, Jen Ling, Jessica Reed

Audience: 3

2. **Approval** of September, 2016 Agenda

Motion by Shawn Pipoly, seconded by John Okoniewski, to approve the September 13, 2016 agenda as amended to add Legacy Center Discussion as 7D. The motion carried 8-0-1.

3. **Approval** of August 9, 2016 Regular Meeting Minutes

Motion by Shawn Pipoly, seconded by Sheryl Kemmerling, to approve the August 9, 2016 regular meeting minutes. The motion carried 6-0-1-2, with John Okoniewski and Annette Jacoby abstaining.

4. **Approval** of August 2016 PSD Financial Report

Motion by Shawn Pipoly, seconded by Steve Pilon, to approve the August 2016 PSD Financial Report. The motion carried 8-0-1.

5. Call to the Public was at 7:40. Claudia Roblee with ArtVentures spoke and requested the PSD consider approving a link between the PSD Facebook page to the See You Then app. She said by incorporating the app into the PSD page, the board would leverage marketing being done by the PSD merchants, as everyone's business posts would show up on our feed. This will also give Andy (See You Then creator) some analytics to use when he presents to the PSD board in the future, and is a good way to measure how the app is working. Sheryl Kemmerling and Lisa Nelson have both been working with him, and feel that the app has helped get their names out there, and both have good feedback. Jen Ling mentioned that having this post too much could bury post of our own, as something to consider.

Motion by Sheryl Kemmerling, seconded by John Okeniewski, to allow the See You Then app to access the PSD Facebook page until our November meeting when the board makes a decision.

6. New Business

A. Shine Holiday Lighting Presentation- Bret Jasch from Shine Holiday Lighting spoke and apologized for the hiccups last year. He gave the board pricing and said it will stay the same from last time. He and the board discussed making a few changes to the way the lights are strung and what to do on the tridge. Michelle Miller brought up some of the issues last year, including concerns Matt Modrack had after a building owner complained about damage to their building, which Brett was not aware of. They also talked about lighting the roundabout, and possible changes from previous years. In the end they decided to branch wrap the trees at the Mill Pond and do the roundabout tree in red.

Motion by Lisa Nelson, seconded by Steve Pilon, to approve up to \$23,785 for Shine Holiday Lighting for 2016 lighting in downtown Brighton.

B. Adams Outdoor Billboards- Mark Binkley talked about the billboard on I-96 advising motorists about the new traffic patterns, and said the DDA picked up the cost for that. He also brought up the shop-dine billboard on US-23 and said the cost is \$4,000 per month (or \$1,000/week). He reminded the board that the PSD has also done a billboard on I-96 at Wixom Road, which has great impact. Discussion about allocating funds for the billboards went into a discussion about proposals for 4th quarter for WHMI as well.

Motion by Shawn Pipoly, seconded by John Okeniewski, to amend the agenda to add WHMI as 6E.

Motion by John Okeniewski, seconded by Sheryl Kemmerling, to approve up to \$6,000 to possibly be used for a billboard on Northbound US-23.

C. BHS Pink Week- Jen Ling discussed Pink Week, and told the board that the high school would like to have the whole town involved, and that they are looking for support. They are hoping to put up their banner again, to be up as long as possible- maybe October 11- October 24 or 25. Also, students will be going around to the merchants asking for businesses to decorate their windows in pink, put up posters, offer a portion of their proceeds to the cause, sponsorships, and to wear pink the Friday of Pink Week. They are also hoping to decorate the roundabout in pink and do pink ribbons on the light poles.

Motion by Sheryl Kemmerling, seconded by Jon Innes, to approve having the Pink Week banner up October 11 through October 24 or 25.

D. Winter Sales- proposed date for the January Clearance Sale is January 13-16.

Motion by Annette Jacoby, seconded by Lisa Nelson, to approve January 13-16 as the dates for the winter sale.

E. WHMI 4th Quarter- The proposed package for WHMI would cost \$9,470, and includes commercials for Small Business Saturday, Holiday Glow, Ladies Night Out and holiday shopping, which is what the PSD has done in the past. This will be put on the agenda for

Principal Shopping District Board Meeting Minutes
September 13, 2016

October, as the board would like to get the opinion of Cristina Sheppard-Decius before they commit.

7. Old Business

A. A Taste of Brighton Update- Jen Ling elaborated on the A Taste of Brighton update from last month. She said the committee discussed adjusting the hours to be marketed so restaurant tastes start at noon instead of 10 a.m. She said most restaurants are not ready to go at 10 a.m., and it makes the event look bad. Shopping would still start at 10 a.m. and music at 5 p.m. After sending out a survey, most merchants who responded were in favor of this change. She also mentioned that all who responded said they plan to participate next year. The committee is planning a meeting in October to discuss some event details and to get a jump on event sponsorships. Jen also gave some social media stats, and said the Twitter page does really well around the event time, and that Thaddeus asked her to mention that it may not be a bad idea to consider paid advertising on Twitter in the future. Facebook analytics show that the \$100 ad Jen created on Facebook reached 49,743 people and had 2,182 people engaged.

B. POW! Marketing Strategies Update- Michelle Miller reported that Cristina Sheppard-Decius was in Brighton for the Smokin' Jazz & Barbecue Blues Festival and talked with downtown merchants to ask how their businesses were affected during a big festival and their thoughts of the festivals. Jessica Reed and Brandon Skopek were out on Main Street conducting surveys for about an hour. The next step is a stake holders meeting which will be scheduled in the month of October and she will attend the November 2016 meeting.

C. Ladies Night Out Update- Jen Ling said she will be reaching out to the merchants in the next couple weeks about signing up for the event. She mentioned changing up the event brochures to be printed on 8.5X14 paper to add a little more room, and it would actually be cheaper. She also said the event website will need to be updated for a cost of \$250. In addition, she talked about the pictures in the street from Portraits by Alex, and said she changed the location last time and also had Alex end earlier to take photos outside the stores instead (as the board requested). This did not go over well, as many ladies were saying they missed the pictures and were bummed. Jen thinks we need to go back to the center of the street and do the majority of the pictures in that location. The ladies really love this, and Jen feels strongly that this should continue. She would also like to spend \$100-\$200 for Facebook advertising for this event, as it has shown to be a rather effective marketing tool.

D. The Legacy Center Discussion- The PSD has committed to spending \$5,500 for the field sponsorship. Jimmy Banish would like to add the mezzanine space to the sponsorship, for the Downtown Brighton Skyzone. This space will include a lounge area and Jimmy would like to include pictures of downtown Brighton, promotional info and a big sign that says downtown Brighton. This would cost the PSD an additional \$4,500, for a total of \$10,000 sponsorship. Any champs shirts would have the PSD logo, and so would other promotions. He would like to have the board and Cristina Sheppard-Decius visit the center and do a

Principal Shopping District Board Meeting Minutes

September 13, 2016

walk through. Michelle Miller will contact Cristina Sheppard-Decius to ask her availability to come out to Brighton to do a walk through.

8. Liaison Reports

A. City Council (Shawn Pipoly) – UofM is not going to have their groundbreaking as they had scheduled in order to move forward quicker. He said there are parking lot improvements that need to be voted on. The Council voted to join the Livingston County Transportation Coalition. The Buon Gusto addition was approved by Council and should be under construction soon.

B. Chamber of Commerce (Jen Ling) – Jen said the Chamber is planning a young professionals event on September 28 at Lake Trust HQ, and a Power Lunch with Ann Arbor SPARK about economic development on September 29. She also reminded the board about Matt Modrack’s Celebration of Life at the Chamber, scheduled for October 1.

C. DDA (Shawn Pipoly) – Shawn said there is a DDA budget meeting scheduled for Thursday morning. He also said the city will be losing the Barton property behind Champs that has been used as a parking lot.

9. Board Member Updates- None.

10. Staff Updates – Michelle Miller said Jessica Reed will be coming to the PSD meetings, will be doing the PSD admin work and will be sending out the communications Michelle used to send. Michelle will be doing mostly HR work now. She also said the city has hired a new deputy clerk and a new finance clerk. Nate Geinzer will be taking on DDA responsibilities, and Brandon Skopek will be doing the administrative work for the Planning and Development Department. .

Jen Ling forgot to mention during her Ladies Night Out update that The Legacy Center and Mt. Brighton would like to be downtown, as they were last December for the event. Last time they were set up in a popup tent in the alley between Bink and Bab’s and BBG. They were doing a dance party, and were not allowed to sell any merchandise. Their tent was open from 6-9 p.m., and they had a “dance party” going from 7-8 p.m. They had some giveaways and some music going, and would like to do same again this year. The board agreed to this, as long as the location does not interfere with downtown merchants.

11. Call to the Public was at 9:20 a.m., and was closed after hearing no response.

12. Motion by Shawn Pipoly , seconded by Sheryl Kemmerling, to adjourn the meeting at 9:20 a.m. The motion carried 8-0-1.

Respectfully submitted,
Jen Ling, Recording Secretary
September 27, 2016

Next regular PSD board meeting –Tuesday, October 4, 2016 – 7:30 a.m.

**PRINCIPAL SHOPPING DISTRICT
FY 16-17 FINANCIAL REPORT
September 2016**

Revenues:				
Appropriation from DDA Fund			\$0.00	
Proceeds from Special Assessment			\$69,186.63	
Interest			\$360.54	Includes PSD SAD interest
Merchant/Sponsor Reimbursements				
City of Brighton Appropriation			\$5,000.00	Holiday lights
Holiday Lights Sponsors Received				
2016 Taste of Brighton Booth Fees			\$21,915.00	
Subtotal FY 16-17 Revenue			\$96,462.17	
Plus FY 16-17 Beginning Fund Balance (Not Audited)			\$6,708.72	
Total FY 16-17 Revenue			\$103,170.89	
YTD FY 16-17 Expenses			\$22,422.80	
July Expenses				
Two Stone Events			\$7,500.00	Taste of Brighton
John's Sanitation			\$775.00	Taste of Brighton
Juggler			\$2,400.00	Taste of Brighton
Fischer PR & Security			\$250.00	Taste of Brighton
Enchantments			\$2,500.00	Taste of Brighton
Kelly Hassan			\$1,000.00	Taste of Brighton
August Expenses				
Greater Brighton Area Chamber of Commerce			\$2,750.00	Taste of Brighton
W4 Signs			\$622.00	Taste of Brighton
Big PDQ			\$2,350.80	Taste of Brighton
Balloon Artist			\$1,500.00	Taste of Brighton
Photobooth			\$775.00	Taste of Brighton
Total Expenses			\$22,422.80	
YTD Expenses			\$22,422.80	
FY 16-17 Ending Fund Balance			\$80,748.09	
Taste of Brighton Outstanding Invoices			\$2,002.20	
Adams Outdoor Billboard			\$5,293.75	
Legacy Center			\$5,500.00	
Shine Holiday Lights			\$22,990.00	
Total Outstanding Invoices/Earmarked Funds			\$35,785.95	
Available PSD Funds			\$44,962.14	



Help Us Light Up Downtown for the Christmas Season!

With the Christmas Season quickly approaching, we are all looking forward to a bright and cheerful Downtown Brighton.

*Here is a chance for you to be part of the Magic and help us light up our
Downtown like never before!*

Sponsorship Opportunities Available

Presenting Sponsor – Light up the Ho, Ho, Whole Town! \$2,000

- Prominent Signage Throughout Downtown for the entire Holiday Season
- Top Billing on all Downtown Holiday Promotional Materials
- Recognition as Presenting Sponsor on all Radio Promotional Advertising for the Downtown Holiday Season
- Recognition as Presenting Sponsor on all Print Promotional Advertising for the Downtown Holiday Season
- Link to your business website as Presenting Sponsor on the downtownbrighton.com website and Facebook page

Supporting Sponsor – Deck the Halls(& the Tridge as well)! \$1,000

- Prominent Signage Along the Tridge and The Mill Pond for the entire Holiday Season
- Recognition on all Downtown Holiday Promotional Materials
- Recognition as Supporting Sponsor on all Radio Promotional Advertising for the Downtown Holiday Season
- Recognition as Supporting Sponsor on all Print Promotional Advertising for the Downtown Holiday Season
- Link to your business website as Supporting Sponsor on the downtownbrighton.com website

Tree Sponsor – O Tannenbaum, how lovely are your branches! \$750

- Signage Along the sponsored Tree (or set if multiple) for the entire Holiday Season
- Recognition on all Downtown Holiday Promotional Materials
- Recognition as Holiday Sponsor on all Radio Promotional Advertising for the Downtown Holiday Season
- Recognition as Holiday Sponsor on all Print Promotional Advertising for the Downtown Holiday Season
- Link to your business website as Holiday Sponsor on the downtownbrighton.com website

Flower Bed Sponsor – It's a Holly, Jolly Christmas! \$500

- Signage Along the sponsored Shrubbery or Raised Flower Bed (or set if multiple) for the entire Holiday Season
- Recognition on all Downtown Holiday Promotional Materials
- Recognition as Holiday Sponsor on all Radio Promotional Advertising for the Downtown Holiday Season
- Recognition as Holiday Sponsor on all Print Promotional Advertising for the Downtown Holiday Season
- Link to your business website as Holiday Sponsor on the downtownbrighton.com website

Entry Level Sponsor – Dreaming of a White Christmas! \$250

- Recognition on all Downtown Holiday Promotional Materials
- Recognition as Holiday Sponsor on all Print Promotional Advertising for the Downtown Holiday Season
- Link to your business website as Holiday Sponsor on the downtownbrighton.com website

Business Name: _____

Contact Name: _____

Email: _____

Address: _____

Website: _____

Phone: _____ Fax# _____

**Payment Method: (Make all checks payable to “City of Brighton-PSD” and
either drop it off or mail it to:**

City of Brighton, 200 N. First St., Brighton, MI 48116, Attn: Michelle Miller)

Signature: _____ Date: _____

**Contact: Jon Innes
Office: 810.355.2359**

**Contact: Mark Binkley
Office: 810.227.2221**



Downtown Brighton



Brighton Holiday Glow

The Plan:

Part one

Thirty second commercials

Suggested Dates: November 13th – November 19th (Seven Days)

6a-Mid Equal rotation (6a-10a/10a-3p/3p-8p/8p-Mid)

Sun Mon Tue Wed Thu Fri Sat

-----25----- @ \$40

-----8----- No charge

*weather sponsorships 3x 3x 3x No Charge

25 Thirty second Commercials

8 Thirty second Commercials *at No Charge*

33 Thirty second streaming commercials *at No Charge*

9 Ten second weather sponsorships *at No Charge*

9 Ten second streaming weather sponsorships *at No Charge*

Top Level On-Line Banner Ad *at No Charge*

Brighton PSD Investment: \$1000 Net



Downtown Brighton



Small Business Saturday

The Plan:

Part Two

Thirty second commercials

Suggested Dates: November 20th- November 26th (One Week)

6a-Mid Equal rotation (6a-10a/10a-3p/3p-8p/8p-Mid)

Sun Mon Tue Wed Thu Fri Sat

-----21----- @ No Charge

21 Thirty second Commercials *at No Charge*

21 Thirty second streaming Commercials *at No Charge*

Top Level On-Line Banner Ad *at No Charge*

Brighton PSD Investment: **\$0.00**



Ladies Night Out

The Plan:

Part Three

Sixty second commercials
Suggested Dates: (Five Days)

Sun	Mon	Tue	Wed	Thu
-----19-----				
				@ \$55
-----6-----				No Charge

19 Sixty second commercials
6 Sixty second commercials *at No Charge*
25 Sixty second streaming commercials *at No Charge*
Top Level On-Line Banner Ad *at No Charge*
Brighton PSD Investment: \$1045 Net



Downtown Brighton



Christmas Shopping

The Plan:

Part Four

Sixty second commercials
Suggested Dates: (5 weeks)

Mon	Tue	Wed	Thu	Fri	Sat	Sun	
-----	-----	-----27-----	-----	-----	-----	-----	@ \$55
-----	-----	-----8-----	-----	-----	-----	-----	No charge

135 Sixty second commercials
40 Sixty second commercials *at No Charge*
175 Sixty second streaming commercials *at No Charge*
Top Level On-Line Banner Ad *at No Charge*
Brighton PSD Investment = \$7425 Net



Downtown Brighton



Program Snapshot

Part One (Brighton Holiday Glow)

- 25 Thirty Second commercials
- 8 Thirty Second commercials *at No Charge*
- 33 Thirty Second Streaming Commercials *at No Charge*
- 9 Ten Second Weather Sponsorships *at No Charge*
- 9 Ten Second Streaming Weather Sponsorships *at No Charge*
- Top Level On-line Banner Ad *at No Charge*

Part Two (Small Business Saturday)

- 21 Thirty Second commercials *at No Charge*
- 21 Thirty Second Streaming Commercials *at No Charge*
- Top Level On-line Banner Ad *at No Charge*

Part Three (Ladies Night Out)

- 19 Sixty Second commercials
- 6 Sixty Second Commercials *at No Charge*
- 25 Sixty Second Streaming Commercials *at No Charge*
- Top Level On-line Banner Ad *at No Charge*

Part Four (Christmas Shopping)

- 135 Sixty Second commercials
- 40 Sixty Second Commercials *at No Charge*
- 175 Sixty Second Streaming Commercials *at No Charge*
- Top Level On-line Banner Ad *at No Charge*

Free Small Business Saturday Campaign
Listing on WHMI Advertiser's Directory

Total Brighton PSD Investment: \$9,470 Net

Approved By **3 week cancellation notice required.

Date:



Advertising and Promotion Agreement

THIS AGREEMENT is made this day September 29, 2016 by and between Downtown Brighton Principal Shopping District ("Advertiser") and Legacy Center, LLC ("Legacy").

RECITALS

Advertiser has the desire to place advertising within Legacy's place of business as set forth in Exhibit B.

AGREEMENTS

In consideration of the mutual covenants set forth in this Agreement, Legacy and Advertiser hereby agree as follows:

1. Advertising and Promotion

Legacy shall arrange for the placement of advertising and promotion of Advertiser and agrees to fulfill the following duties:

- a. Display Advertiser's specified "field divider content" (see Exhibit B) a 3x5 banner(s) to be placed around Legacy's indoor turf field at the sole discretion of Legacy.
- b. Display Advertiser's specified "monitor content" on a rotating display on no less than one of Legacy's indoor monitors.
- c. Display of Advertiser's specified "field sign" on a 4x4 field sign on their designated sponsored field.
- d. Display of Advertiser's specified "fence banner" on a 6x10 banner located at the back of the property.
- e. Display of Advertiser's specified "indoor banner content: on two side of 4'x6' indoor banner.
- f. Display of Advertiser's specified "logo" on all applicable event and facility material pertaining to their sponsored field.
- g. Display Advertiser's specified "Exit sign content" (see Exhibit B) on a staked sign at Legacy's Rickett Road exit.
- h. Display Advertiser's specified "Sign content" (see Exhibit B) on one side of a 4' x 6' outdoor field sign placed on or around the center of Legacy's outdoor field configuration.
- i. Advertiser branding on Field House Mezzanine (Sky Lounge) Area. Includes signage and placement of Downtown Brighton related media/content.

2. Specification and Services Completion

Both parties will use reasonable diligence in the development of the advertising and endeavor to complete all agreed upon Specifications outlined in Exhibit B no later than November 1st, 2016



Both parties acknowledge that this delivery deadline listed in Exhibit B shall be an estimate, and is not a required delivery date.

Both Advertiser and Legacy shall retain all intellectual property rights in any logos, graphics, text, images or other components owned and transmitted to either part for use in fulfillment or creation of Specifications or Services, including, without limitation, any and all interest in any technical, source code, software, business, financial, contractual terms and conditions or other information or data furnished by one party or otherwise made known as a result of or relating to the performance of duties pursuant to this Agreement.

3. Compensation

For all of Legacy's services under this Agreement, Advertiser shall compensate Legacy in cash, pursuant to the terms of the Invoice attached hereto.

In the event Advertiser fails to make any of the payments reference in the Invoice by the due date set forth in the Invoice, Legacy has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement and (2) bring legal action.

4. Confidentiality

Advertiser and Legacy acknowledge and agree that the Specifications and all other documents and information related to the engagement of marketing or advertisement development (the "Confidential Information") will constitute valuable trade secrets of each party.

Both Parties shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without the other's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

Excluded from the "Confidential Information" definition is anything that can be seen by the public in any advertising medium or channel.

5. Truth in Advertising / Indemnification for Liability

Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement, and/or any material to which users can link through the Advertisement.

Advertiser represents and warrants that the Advertisement comply with Legacy's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the



Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

Advertiser agrees to indemnify Legacy and hold Legacy harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Legacy, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

6. Right to Refuse Unacceptable Advertising

Legacy reserves the right to refuse any advertisement sponsorship banner, graphic, or drawing/rendering that does not completely conform to every detail, instruction, method, and guideline set forth in this agreement.

Legacy reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertiser would like the banner to be produced.

Legacy does not accept advertising from companies that produce or provide tobacco or alcohol or pornographic products or services (which Legacy shall have complete discretion to define), or foundations funded by such companies.

7. General Provisions

Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, provided that neither party assigns any of their obligations under this Agreement without the other's prior written consent.

Waiver. The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect limit or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.



Good Faith. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

Indemnification. Both parties warrant that everything they give one another to use in fulfillment of the Specifications is legally owned or licensed. Both parties agree to indemnify and hold harmless one another from any and all claims brought by any third party relating to any aspect of the content and Services, including, but without limitation, any and all demands, liabilities, losses, costs, and claims, including attorney's fees, arising out of injury caused by either party's products/services, material supplied, copyright infringement, and/or defective products sold via the advertising or Services of either party.

Term of Agreement. This agreement shall begin on November 1st, 2016 and shall continue in full force for 12 months unless terminated by either party upon at least thirty (30) days prior written notice prior to the end of the term.

The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety, and duly bind their respective principals by their signatures below.

EXECUTED as of the date first written above.

SIGNATURE PAGE

ADVERTISER – Signature

Jimmy Banish
Director of Sales and Marketing
Legacy Center, LLC
PO Box 156
Hamburg, MI 48139

ADVERTISER – Printed Name

ADVERTISER – Title

ADVERTISER – Address

Date Signed



Date Signed

EXHIBIT B – Specifications

Legacy will provide the following advertisement specifications for the period starting November 1st, 2016 through October 31st, 2017.

2 (qty. 2) - 1 sided banner display on , 3' x 5' field dividers

2 (qty. 2) - rotating monitor display on no less than one of Legacy's indoor facility monitors

1 (qty. 1) – 4v4 field sign on designated field

2 (qty. 2) – 6x10 fence banner located on property fence line

1 (qty. 1) – 4x6 indoor double sided banner

1 (qty. 1) - 1 sided outdoor field sign on a 4' x 6' backing at the center of property

1 (qty. 1) - staked exit sign at the Rickett road exit

Note: Advertiser will provide Legacy with the following content to be placed on the advertisement listed above: