

ADVERTISING AGREEMENT (Marquee at the Save Mart Center)

THIS ADVERTISING AGREEMENT (the “Agreement”), dated for convenience this 21st day of October, 2025, is by and between SMG, manager and operator of the Save Mart Center (hereafter referred to as “Manager”) on behalf of the California State University, Fresno Association, Inc., with an address of 2650 E. Shaw Avenue, Fresno, California 93710, and County of Fresno Child Support Services-DCSS-Outreach (hereafter referred to as “Client”), whose current address is 2220 Tulare Street, 18FL, Fresno, Ca 93721

BACKGROUND

Whereas, Manager is a party to a certain management agreement dated December 30, 2002 (the “Management Agreement”), with the California State University, Fresno Association, Inc. (the “Owner”), whereby Manager has been retained to act as Owner’s manager with respect to a multi-purpose event center known as the Save Mart Center (the “Arena”), located at 2650 E. Shaw Avenue, Fresno, California;

Whereas, pursuant to the Management Agreement, Manager has the express authority to enter into agreements relating to the management and use of the Arena; and

Whereas, Client wishes to purchase, and Manager wishes to sell, advertising to be displayed on the electronic marquee located on the Save Mart Center site, all in accordance with and subject to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

INTRODUCTION

- 1.1 Nature of Relationship.** The parties agree that the only relationship created by this Agreement is for the sale by Manager to Client of electronic visual advertising to be displayed on the marquee located at the Arena, and that Client is not an agent, employee, joint venturer or partner of the Arena, Manager or Owner.
- 1.2 Term.** This Agreement shall have a term commencing upon the date of Client’s signature of this Agreement and expiring 3 months thereafter. **Targeted term date range is November 1, 2025, through January 31, 2026.**
- 1.3 Limitations on Authority.** Client shall only have the authority granted it under the terms of this Agreement. Client shall not by virtue of this Agreement: (i) acquire any rights in any logos, trademarks, representations, or other intellectual property of Manager, the Owner, the California State University, Fresno Athletic Corporation, California State University, Fresno, or the Trustees of the California State University, or (ii) have any authority to enter into any contracts or incur any obligations in the name of, with respect to, on behalf of, or which obligate, Manager, Arena or the Owner.

ARTICLE 2

FEES AND FINANCIAL MATTERS

- 2.1 Advertising Fee.** As consideration for the rights and privileges granted herein, Client shall pay and deliver to Manager an Advertising Fee in the total amount of \$9000.00. The fee shall be payable as follows:

Signage Quarterly Rate- \$9,000 (\$3000. per month)

Schedule of Payments

November 1, 2025 \$9000

ARTICLE 3

ADVERTISING

- 3.1 Advertising and Signage.** In exchange for the consideration provided hereunder, Manager shall provide Client with the following advertising benefits with respect to the marquee:

Quarterly # of Spots	Spot Length	Per Day	Per Day Prime	Minutes Per Day	Monthly Cost
7200	:15	80	45	20	\$3000

- 3.2 Advertising Content.** Client will provide all necessary artwork, content, format, design, scale, measurements and all other relevant information as required by Manager (hereafter collectively "Content") for the production of electronic advertising to be displayed on the marquee, which Content Client shall provide to Manager via electronic media after execution of this Agreement, all in conformity with and pursuant to the graphics specification sheet attached hereto as Exhibit "A" and incorporated herein by this reference.

A. Content shall be subject to the advance approval of Manager. Failure by Manager to communicate approval to Client of the Content within five (5) business days after Manager's receipt thereof shall be deemed disapproval of the Content by Manager. Any approval of the Content granted by Manager shall not be a basis for the apportionment of comparative fault to Manager, Arena, Owner, the State of California, the Trustees of the California State University, California State University, Fresno, the California State University, Fresno Athletic Corporation, or any of said entities' officers, officials, employees and affiliated organizations, as to any claims or suits alleged by any person or entity and based in whole or in part on theories of defamation or infringement of intellectual property rights. If approved, Manager will cause the Content to be electronically displayed on the marquee no later than five (5) business days after Manager's receipt of the Content.

B. If Client elects to change in any way the Content of the advertising during the Term, Client will provide the new Content in accordance with the graphics specification sheet attached hereto as Exhibit "A", and such new Content shall be subject to the approval of Manager in the same manner as specified in section 3.2(A) above. If the new Content is approved by Manager and provided by Client to Manager in conformity with the requirements of Exhibit "A" such new Content will be displayed on the marquee no later than five (5) business days after Manager's receipt of the new Content.

- 3.3 Failure by Client to Pay Advertising Fee.** If Client is thirty (30) days or more late in paying any installment or amount due under section 2.1 hereof, then Manager may, without notice to Client and at Manager's sole discretion (and without waiving or prejudicing any of Manager's legal and/or equitable rights as against Client), discontinue the advertising until Client has fully brought its account current as required pursuant to Article 2.

ARTICLE 4

MISCELLANEOUS

- 4.1** Either party may terminate this Agreement for cause prior to the expiration of the Term if the other party has breached any of its obligations hereunder and not cured the same within ten (10) calendar days after receiving written notice of default from the non-breaching party. Any termination hereof resulting from a default on the part of Client shall not relieve Client of any of its obligations hereunder.

4.2

4.3 Warranties and Representations.

A. Client warrants and represents to Manager, the following:

1. Client has the full right and capability to enter into and properly perform its obligations under this Agreement.
2. Client has ownership of, and the legal right and authority to provide to Manager and publish and display in the manner contemplated herein, the specific Content that Client will submit to Manager pursuant to section 3.2 hereof, and that Client will not promote Content or submit Content to Manager under section 3.2 hereof that in any way: (i) is defamatory as to any person or entity, or (ii) constitutes an infringement of or violation of the intellectual property rights or privacy rights of any person or entity.
3. Client shall at all times indemnify, defend and hold harmless Manager, Arena, Owner, the State of California, the Trustees of the California State University, California State University, Fresno, the California State University, Fresno Athletic Corporation, and each of said entities' respective officers, partners, directors, employees, agents and affiliates from and against any and all claims, liabilities, suits, settlement amounts, costs and expenses arising out of or in any way related to: (1) any violation of this Agreement by Client or any of its directors, officers, employees, sub-contractors or agents, (ii) any claims, expenses fines, demands, actions and losses arising out of or in any way related to any allegation of defamation or of infringement of intellectual property rights or of violation of privacy rights, and (iii) all other claims, expenses, fines, demands, actions and losses from any source that may happen or occur as the result of Client's (or its employees', subcontractors', or agents') willful or negligent acts or omissions, all to the extent permitted by applicable law.

B. Manager warrants and represents to Client that Manager has the right to enter into this Agreement and to perform the terms and conditions of this Agreement on its part to be performed.

4.4 Notices. All notices required to be given hereunder shall be given in writing by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses of the recipient thereof set forth as follows, or such other address as may be designated in writing by the parties hereto. Notice shall be deemed given on the date of receipt thereof by the recipient.

4.5 Assignment. Client shall not assign, transfer or subcontract all or any portion of its rights or obligations under this Agreement without the prior written consent of Manager, which consent Manager may grant or withhold in its sole discretion. At such time that Manager ceases to manage the Arena for any reason, then Manager's obligations hereunder shall be assumed by and shall pass to the Owner or to such party as the Owner may designate as manager of the Arena, and Manager shall be relieved of all obligations and liabilities thereafter arising hereunder except for any obligations or liabilities arising from its willful breach of its obligations under this Agreement.

4.6 Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, but this provision shall not be deemed to permit an assignment by a party of any of its rights or obligations under this Agreement except as otherwise provided herein.

4.7 Applicable Law. This Agreement shall be governed by the laws of the State of California.

4.8 Amendments. This Agreement may be amended only by the written instrument executed on behalf of Manager and Client.

4.9 Entire Agreement. The Agreement, including any attachments, contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements and understandings, oral or otherwise, among the parties with respect to the matters contained in the Agreement and may not be modified or amended except as set forth in this Agreement.

4.10 Survival of Terms. The provisions of sections 4.1 and 4.2 shall survive any termination or expiration of this Agreement.

4.11 Force Majeure. The rights and obligations of the parties to this Agreement shall be subject to delays or cancellations caused by fire, accident, acts of God, orders of any military, civil or governmental authority or other cause beyond the

reasonable control of the parties (collectively "Force Majeure"), and should such event or events occur from time to time the rights or obligations of the parties affected thereby, if any, shall be continued for a period equal to the period resulting from such delay or suspension or excused pro rata.

4.12 Payment of Taxes. Client acknowledges that the Arena is located on real property that is owned by the State of California and that consequently, Client's use thereof for the purposes specified herein may constitute a possessory interest that is or may be subject to taxation by the State of California and/or the County of Fresno and/or other governmental taxing agencies. Client agrees to promptly pay any and all such taxes and assessments regardless of whether the same are assessed in the name of the Arena, Owner, Manager, Client, and/or any other entity, and to indemnify, defend and hold harmless Owner, Manager, the Trustees of the California State University, California State University, Fresno, and the California State University, Fresno Athletic Corporation therefrom.

4.13 Arbitration. The parties shall use their reasonable good faith efforts to settle any disputes hereunder by good faith discussions without resort to a formal dispute resolution mechanism. If a formal mechanism is necessary, all disputes under this Agreement shall be settled by binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The place of arbitration shall be Fresno, California. Arbitration may be commenced at any time by any party hereto after giving written notice to the other party of the dispute and that such dispute has been referred to arbitration under this Agreement. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice referred to above, the selection shall be made pursuant to the rules from the panels of the arbitrators maintained by the AAA. The arbitrator shall render his or her decision within one hundred twenty (120) days of appointment. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto; provided, however, that any such award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding and there shall be no right of appeal therefrom. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The costs and expenses of arbitration, including attorney's fees and expenses of the arbitrator, shall be paid entirely by the substantially non-prevailing party unless the arbitrator determines that the costs, expenses and attorneys' fees should be apportioned between the parties, then as the arbitrator may assess. The arbitrator shall not be permitted to award punitive or similar type damages under any circumstances. Except with regard to injunctive relief or as otherwise specifically provided herein, this arbitration provision shall constitute the sole and exclusive remedy for any dispute under this Agreement.

4.14 Waiver. The waiver by either the Client or Manager of any breach of any term, covenant or condition herein contained shall be effective only if in a writing executed by the party granting such waiver. Any waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of consideration hereunder by the Client or Manager shall not be deemed to be a waiver of any preceding breach by the other party of any term, covenant or condition of this Agreement, other than the failure to make the particular payment so accepted, regardless of the accepting party's knowledge of such preceding breach at the time of acceptance thereof. Acceptance of a payment after that date due hereunder shall not be deemed a waiver of any right to interest or any other amounts that may be owed. The failure on the part of the Client or Manager to require full and complete compliance with any of the covenants or conditions of this Agreement shall not be construed as changing the terms hereof or estopping such party from enforcing the full provisions hereof.

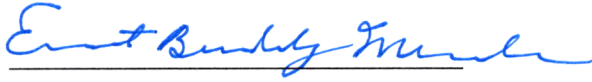
4.15 Client acknowledges and agrees that the interpretation and performance of this Agreement is subject/subordinate to controlling federal, state, local, National Collegial Athletic Association and California State University law, regulations, orders, and policies. Without limiting the foregoing, the parties specifically acknowledge and agree that sporting and intercollegiate athletic competitions constitute an intended use of the Save Mart Center, and that any and all compliance, regulatory and/or contractual requirements attendant to/arising from such competitions as variously imposed by any regulating/sanctioning body thereof including the Western Athletic Conference (or its successor) and/or the National Collegiate Athletic Association, as modified from time to time, shall in any case be supervening and controlling over the terms and conditions set forth in this Agreement, without constituting a breach hereof.

IN WITNESS WHEREOF, each of the undersigned has evidenced his/her assent to this Agreement by signing in the space provided below.

Approved by:

CLIENT

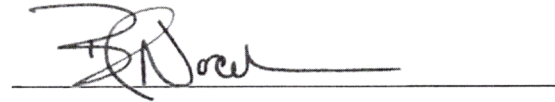
Child Support Services DCCS-Outreach



Ernest Buddy Mendes
Chairman of the Board of Supervisors of the
County of Fresno (date) 10/21/25

MANAGER

ASM Global /SMG



Bob Nocek
General Manager

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

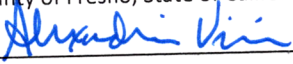
By  Deputy

EXHIBIT “A”



MARQUEE GRAPHIC SPECIFICATIONS

The Save Mart Center at Fresno State is excited to partner with you and your business on our state-of-the-art 2-sided LED Marquee board located on the corner of Shaw and Chestnut.

Please provide your static graphic to us in the following camera-ready formats.

<i>Graphic Specs:</i>

Width: 408 pixels
Height: 312 pixels

<i>Static Graphic formats:</i>

JPEG - preferred
PNG

For Accounting Use Only:

ORG: 5110
Fund: 0001
Program: 0
Sub-Class: 10000
Account: 7295
Fiscal Year: 2026