

**JR. SUNS / JR. MERCURY / LAKE HAVASU CITY  
AFFILIATION AGREEMENT**

**LAKE HAVASU CITY CONTRACT**

This Affiliation Agreement (“Agreement”) is made and entered into effective as of March 1, 2026 (“Effective Date”) by and between Suns Legacy Partners, L.L.C. (“SLP”) and Phoenix Mercury Basketball LLC (“PMB”), (collectively, “Phoenix Suns”) and Lake Havasu City (“Affiliate”), upon the following recitals, terms, and conditions.

**RECITALS:**

- A) WHEREAS, Affiliate is currently involved in organizing and administering youth basketball league play in the State of Arizona and;
- B) WHEREAS, Affiliate would like to participate in the Jr. Suns Jr. Mercury Basketball League operated by the Phoenix Suns and;
- C) WHEREAS, the Phoenix Suns organize, coordinate, and govern the Jr. Suns/Jr. Mercury Basketball League.

**WITNESSETH:**

NOW, THEREFORE, the parties do hereby agree to the following mutually dependent terms and conditions:

1) **Term**

This Agreement shall commence on March 1, 2026 and continue for one (1) year (the “Initial Term”), unless otherwise terminated by the Phoenix Suns or Affiliate pursuant to the provisions of Paragraph 2 (N) or Paragraph 3 (S) below. After expiration of the Initial Term, this Agreement shall automatically renew (the “Renewal”) (collectively, the “Term”) until terminated by either party as set forth herein.

2) **Affiliation Consideration**

In exchange for the affiliation rights to be conveyed by the events participated in by Affiliate or its teams as described in this Paragraph 2, the Phoenix Suns agree to provide leadership, expertise, league policies, procedures and rules, and other items more expressly described below:

- A. **Program Director.** The Phoenix Suns will provide a Program Director to serve as a liaison between Affiliate and the Jr. Suns/Jr. Mercury. Upon request, the Program Director will attend Affiliate meetings, games, and events relative to the Jr. Suns/Jr. Mercury Basketball League.
- B. **Hotline.** The Phoenix Suns will provide a hotline (602-379-PLAY) to help in disseminating information regarding the Jr. Suns/Jr. Mercury League as well as to refer interested participants to the Affiliate. The hotline will be staffed during regular business hours and will be capable of accepting messages for calls received after hours to be returned the next business day.
- C. **Premium Item.** The Phoenix Suns will provide each participant each season one (1) premium item (i.e. basketballs, water bottles, t-shirts, hats, etc.).
- D. **Web Site.** The Phoenix Suns will provide a web site (*jrsuns.com*) for the purposes of communicating League-related information, promoting special events and answering general inquiries about the program. All information obtained through the web site shall be available to the Affiliate.
- E. **Clinics.** Upon request, the Phoenix Suns will assist Affiliate in organizing clinics for coaches. If the Affiliate hosts a clinic for participants of the league, the Phoenix Suns will also assist in executing these clinics if needed.
- F. **Vendors.** The Phoenix Suns will arrange for special group-discounted pricing for our jerseys and when otherwise available.
- G. **Officials.** Division 1 and Division 2 games must be officiated by an AIA official or a Jr. Suns/Jr. Mercury approved official. Officials for Division 3 or recreational games are at the discretion of the Affiliate.
- H. **Promotion.** The Phoenix Suns will design or approve all promotional materials relative to the Jr. Suns/Jr. Mercury League.
- I. **Tickets.** The Phoenix Suns may provide ticket discounts for participants, family members and coaches for the applicable Phoenix Suns and/or Phoenix Mercury seasons during the Term of this Agreement, based on availability and on agreement as to specific discount programs.
- J. **Financial Assistance.** The Phoenix Suns will provide one (1) autographed item (i.e. player jersey, basketball, photo, etc.) to each Affiliate branch for the specific purpose of generating proceeds to benefit the program’s financial assistance fund.
- K. **Sponsorship.** The Phoenix Suns retain all sponsorship rights for the League which includes placement of all logos, unless expressly described in Paragraph 3(L).

- L. **Appearances.** The Phoenix Suns will accept requests for a limited number of appearances by current/former NBA/WNBA players, coaches, or team mascots, for relevant promotional purposes. Fulfillment will be based upon the schedule and/or availability of the entity requested.
- M. **Apparel.** The Phoenix Suns will supply Affiliate Jr. Suns/Jr. Mercury League Administrator with a limited supply of Jr. Suns/Jr. Mercury apparel.
- N. **Right of Termination by the Phoenix Suns.** The Phoenix Suns may immediately terminate this Agreement as follows: (i) in the event that Affiliate or its appointed agents fail to perform any term of this Agreement and such nonperformance is not cured within thirty (30) days after written or email notice from the Phoenix Suns staff or appointed agents; (ii) in the event that Affiliate terminates its existence or its youth basketball program is dissolved for any reason; or (iii) for any reason by providing a written notice to Affiliate at least thirty (30) days prior to the end of the Initial Term or Renewal.

3) **Affiliation Rights**

In exchange for the consideration to be given by the Phoenix Suns as described in Paragraph 2, Affiliate shall administer the Jr. Suns and Jr. Mercury League in accordance with the following terms and conditions:

- A. **Expenses.** Affiliate will have the sole responsibility for all costs associated with running the Jr. Suns/Jr. Mercury League including but not limited to site coordinators, scorekeepers, officials, gymnasiums, etc.
- B. **Staffing.** Affiliate will provide adequate staffing to effectively administer the Jr. Suns/Jr. Mercury League. This includes but is not limited to a League Administrator and site supervisor(s).
- C. **Registration Fees.** Affiliate will charge Jr. Suns/Jr. Mercury player fees that are considered practical and necessary to cover their league expenses. All revenue derived by Affiliate E relative to Jr. Suns/Jr. Mercury must be used to cover League-operating expenses and all excess revenue must be reinvested into the League.
- D. **Fees.** Affiliate will pay the Phoenix Suns Six Dollars (\$6.00) per player for the items and services referenced in Paragraph 2 of this Agreement for all levels of play each season. Fees must be submitted within thirty (30) days upon completion of each season.
- E. **Coaches Reference Check & Evaluations.** Affiliate agrees and certifies that it shall perform coaches reference checks and end-of-season evaluations during the Term of this Agreement.
- F. **Clinics.** Affiliate shall offer coaches/officials clinics and meetings as they see fit at their own expense to ensure standards are being met. If the Jr. Suns/Jr. Mercury execute any coaches/officials' clinics, they will be made available to Affiliate coaches/officials to attend.
- G. **Scheduling.** The Jr. Suns/Jr. Mercury Basketball League must meet the following scheduling guidelines:
  - i. **Length of season:** Affiliate must schedule every season a minimum of five (5) regular season games.
  - ii. **Number of teams:** Affiliate will guarantee that each league within each division will include a minimum of at least four (4) teams.
- H. **Officials.** Affiliate will secure the appropriate number of qualified officials for each season of play. Division 1 and Division 2 games must be officiated by an AIA official or Jr. Suns/Jr. Mercury approved official. Officials for Division 3 or recreational games are at the discretion of the Affiliate. All league officials must attend all officiating meetings/clinics/training as required by the Affiliate.
- I. **Promotion.** Affiliate shall prominently acknowledge in all publicity, advertising, promotional material and other literature displayed or distributed to the general public, including newsletters, emails, flyers, etc. relating to Affiliate youth basketball programs that Affiliate is affiliated with the Jr. Suns/Jr. Mercury Basketball League, subject to the Phoenix Suns' right to pre-approve such materials, literature, and artwork. Affiliate will not, without written consent, print, screen, copy, embroider or reproduce in any fashion any item with the Phoenix Suns, Phoenix Mercury, Jr. Suns/Jr. Mercury logo or art work.
- J. **Tickets.** Ticket discounts (as determined by the Phoenix Suns) will be offered to players, coaches and families for the applicable Phoenix Suns and/or Phoenix Mercury seasons during the Term of this Agreement.
- K. **Financial Assistance.** Affiliate shall provide any available financial assistance for purposes of discounting or waiving the registration fee for economically disadvantaged kids in accordance with other Affiliate programs.
- L. **Sponsorship.** Affiliate shall have a limited and revocable right (subject to prior written approval of Phoenix Suns and any sponsor by the Phoenix Suns, and subject to any exclusive sponsorship arrangement to which the Phoenix

Suns is a party) to sell sponsorship that will only include placement of logos on coaches t-shirts, Affiliate provided banners in gymnasiums and premium items at the expense of the sponsor.

**M. Reporting.**

- i. **Game & Non-Game Related Incidents.** Affiliate shall report all game and non-game related incidents (i.e. fighting, player, fan or staff behavior, injuries, etc.) within two (2) business days utilizing the *Incident Form* provided by the Jr. Suns/Jr. Mercury.
- ii. **End-of-Season.** Affiliate shall submit a report to the Phoenix Suns at the end of every season confirming the number of participants in each league, a reconciliation of fees paid or payable to the Phoenix Suns. All reports and fees must be submitted within thirty (30) days upon completion of each season.

**N. Jerseys/T-shirts.** Affiliate shall provide jerseys to each new Jr. Suns/Jr. Mercury player and/or team for each season of play, unless otherwise approved by the Phoenix Suns. Affiliate shall place all orders for uniforms, jerseys, apparel and other related league merchandise through a league-approved vendor or upon approval from Jr. Suns/Jr. Mercury. Affiliate may provide a league-approved t-shirt to each coach at its own expense. Each Affiliate staff member working during a Jr. Suns/Jr. Mercury event must wear either an Affiliate staff shirt or Jr. Suns/Jr. Mercury shirt.

**O. Gymnasiums.** Affiliate will secure gymnasiums and pay all costs associated with the gymnasiums for all Jr. Suns/Jr. Mercury League games, camps, clinics and season-ending tournaments hosted by Affiliate.

**P. Insurance.** Each party will provide a copy of its certificate of insurance to the other party naming as additional insureds the Suns Legacy Partners, L.L.C., Phoenix Arena Development Limited Partnership, Phoenix Mercury Basketball, LLC, NAZB, LLC, the City of Phoenix, Lake Havasu City, and each of their respective directors, partners, officers and employees for each league site and event.

**Q. Waivers.** Affiliate shall obtain a completed Release Waiver (attached) signed by each league participant's legal guardian releasing the Suns Legacy Partners, L.L.C., Phoenix Mercury Basketball, LLC, Phoenix Arena Development Limited Partnership and their respective directors prior to any participant taking part in any League activity.

**R. Camps & Tournaments.** Affiliate must first get approval from the Jr. Suns/Jr. Mercury before organizing or hosting any basketball related camp, clinic or tournament not specifically mentioned in this Agreement that uses team logos or branding.

**S. Right of Termination.** Affiliate may immediately terminate this Agreement in the event that: (i) the Phoenix Suns or its appointed agents fail to perform any term of this Agreement and such nonperformance is not cured within thirty (30) days after written or email notice from Affiliate staff or appointed agents; or (ii) for any reason by providing a written notice to Affiliate at least thirty (30) days prior to the end of the Initial Term or Renewal.

**4) Other**

**A. NBA Rules.** This Agreement and all advertising, promotion, signage and other arrangements contemplated hereby are subject to the Constitution, By-Laws and other rules and regulations of the NBA (collectively "NBA Rules") as the NBA Rules presently exist or as they may from time to time be amended.

**B. WNBA Rules.** This Agreement is subject to: (i) all rules and regulations of the WNBA as they presently exist and as they may from time to time be amended or modified; (ii) the terms of any existing or future agreements entered into by the WNBA or WNBA Enterprises; and (iii) the approval of WNBA Enterprises, with which a complete and accurate copy of any agreement entered into with a WNBA team must be filed within ten (10) days of execution, and which may disapprove any such agreement, thereby rendering it null and void. Until a complete and accurate execution copy of this Agreement has been approved by WNBA Enterprises in accordance with WNBA rules, this Agreement shall not be effective, or binding on either party and performance under this Agreement shall not begin.

**C. Indemnification.** Affiliate does hereby indemnify, defend and hold harmless Suns Legacy Partners, L.L.C., Phoenix Mercury Basketball, LLC, Phoenix Arena Development Limited Partnership, NAZB, LLC, the City of Phoenix and their respective affiliate companies, including their officers, agents, employees, and directors, from and against any and all liability to, or claims of liability by, third parties for any and all expenses, including attorneys' fees, damages, losses, judgments, or costs whatsoever, arising out of or relating to Affiliate's organizational operations and activities, including any claim or action for personal injury, death, or other injury arising out of the participation of any player, coach, site supervisor, scorekeeper or referee in the Affiliate activities, or arising out of Affiliate's failure to adequately perform background checks, enforce the Phoenix Suns' policies, or failure to comply with its obligations under this Agreement. The Phoenix Suns do hereby indemnify and hold harmless Affiliate, including its officers, agents, employees, and directors, from and against any and all liability to, or claims of liability by, third

parties for any and all expenses, including attorneys' fees, damages, losses, judgments, or costs whatsoever, arising out of or relating to the use by Affiliate of any name, logo or other identifying mark of the Jr. Suns/Jr. Mercury Basketball League which the Phoenix Suns has authorized Affiliate to use.

- D. Intellectual Property of the Phoenix Suns.** Affiliate will have the right to use the Jr. Suns and Jr. Mercury name and marks (collectively, the "Team Marks") in its advertising, subject to prior written approval of the Phoenix Suns, the NBA and the WNBA. All Team Marks are and shall remain the property of the Phoenix Suns, the NBA, the WNBA, and any and all rights therein shall inure to the benefit of and be the exclusive property of the Phoenix Suns, the WNBA and the NBA. Affiliate's right to use Team Marks cannot be assigned or transferred and is for the Term of this Agreement only. The content of all advertising provided for herein is subject to the Phoenix Suns' reasonable approval in accordance with the terms of this Agreement. The Phoenix Suns reserves the right to refuse to display all or a portion of any such advertising if the Phoenix Suns reasonably determines that the advertising fails to conform substantially with standards of quality advertising, conflicts with other advertising, is in bad taste or is otherwise reasonably objectionable. Affiliate must submit all proposed advertising that incorporates the Team Marks to the Phoenix Suns at least ten (10) calendar days before intended use.
- E. Governing Law and Arbitration.** This Agreement is governed by Arizona law without regard to the conflict of laws provisions thereof. All disputes arising out of or relating to this Agreement will be resolved by arbitration conducted in accordance with the Commercial Rules of the American Arbitration Association before a single arbitrator, such arbitration to take place in Phoenix, Arizona. If the parties cannot agree on an arbitrator, one will be appointed by the AAA. If a party wishes to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or a preliminary injunction or other interim equitable relief concerning the dispute, including without limitation declaratory relief, provisional remedies, special action relief, stay proceedings in connection with special action relief, either before beginning or at any point in the arbitration proceedings concerning such dispute, such party may initiate the appropriate litigation to obtain such relief, which will be subject to and controlled by the ultimate decision in the arbitration proceedings. The prevailing party or parties in any arbitration or other legal action shall be entitled to costs and reasonable attorneys' fees.
- F. Default and Remedies.**
- a. Default. If (i) any party fails to pay any fees or other sums when due under this Agreement, (ii) any party fails to comply with or perform any of the provisions of this Agreement, or (iii) a petition is filed by or against any party under any foreign, federal or state statute (including, without limitation, Title 11 of the United States Code) for the benefit of creditors such as debt adjustment, liquidation, winding up, dissolution, reorganization or bankruptcy, or a custodian (as defined in 11 U.S.C. § 101), receiver or liquidator takes charge of any of any party's property, whether by judicial appointment, agreement or operation of law; then such party will be in default of this Agreement. Except as otherwise set forth herein, if the non-defaulting party or parties is or are not precluded by law from issuing notice of the default, the defaulting party will have ten (10) days after written notice is given within which to cure the default.
  - b. Remedies. If under Sections 2(P), 3(W) or 4(F) a notice of default is not required or if notice is given and a default by the defaulting party is not cured within the time provided, then (i) the non-defaulting party will be excused from further performance under this Agreement, (ii) the non-defaulting party may treat this Agreement as having been terminated as of the time of default, and (iii) the non-defaulting party may recover from the defaulting party all losses and damages suffered by reason of a default.
- G. Independent Contractors.** The parties are independent contractors and are solely responsible for the conduct of their respective employees and agents in connection with the performance of their obligations under this Agreement.
- H. No Waiver.** The failure at any time of either Affiliate or the Phoenix Suns to demand strict performance by the other of any of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of such terms, covenants, and conditions.
- I. Notices.** Any notice permitted or required under this Agreement shall be in writing, by facsimile, by personal service, or by mail. If mailed, such notices shall be sent properly addressed, postage paid, certified or registered mail, return receipt requested. Such notices shall be deemed given or made (i) when received, if delivered by hand or sent by facsimile, and (ii) on the fifth business day after mailing, if mailed. Such notices shall be addressed to the parties at their addresses as set forth below, or to such other addresses as either party may from time to time designate to the other:

To Phoenix Suns:

JR. SUNS/JR. MERCURY  
Attn: James R. Pitman

475 E. Lincoln Street  
Phoenix, Arizona 85004  
jpitman@suns.com

To Affiliate:

LAKE HAVASU CITY  
Attn: City Attorney  
2330 McCulloch Blvd N.  
Lake Havasu City, AZ 86403

Email: civil@lhcaz.gov

- J. Reservation of Rights.** The Phoenix Suns reserves all rights hereunder which are not expressly granted to Affiliate.
- K. Severability.** If any provision of this Agreement is determined to be illegal or unenforceable by an arbitrator, court or government agency of competent jurisdiction, this Agreement shall remain valid as though such provision had not been contained herein.
- L. Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties as to the matters contained in this Agreement, and it may not be amended except by a writing signed by all parties. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof.
- M. Duplicates; Counterparts.** This Agreement shall be executed in duplicate, each of which may be executed in any number of counterparts, all of which, when taken together as a whole, shall constitute a single, binding instrument.
- N. Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S § 38-511, as applicable.
- O. Compliance with A.R.S. § 35-394.** The Phoenix Suns hereby certifies that to its reasonable knowledge it does not currently, and agrees for the duration of this Agreement, that the Phoenix Suns will not, use: 1. The forced labor of ethnic Uyghurs in the People’s Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. Further, the Phoenix Suns hereby agrees to indemnify and hold harmless Affiliate, its officials, employees, and agents from any claims or causes of action relating to Affiliate’s action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by Affiliate in defending such an action.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first above written.

SUNS LEGACY PARTNERS, L.L.C.

LAKE HAVASU CITY

By: \_\_\_\_\_  
James R. Pitman  
Executive Vice President

By: \_\_\_\_\_  
Jess Knudson  
City Manager

PHOENIX MERCURY BASKETBALL, LLC

By: \_\_\_\_\_  
James R. Pitman  
Executive Vice President

# RELEASE & WAIVER

## JR. SUNS / JR. MERCURY BASKETBALL LEAGUE

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IMPORTANT: THIS DOCUMENT CONTAINS A WAIVER AND RELEASE OF POTENTIAL LEGAL CLAIMS FOR PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING

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In consideration of my child being permitted to participate in the Jr. Suns/Jr. Mercury Basketball League, without limitation, the use of basketball equipment, basketball exercises, drills and coaching, the playing of basketball games and other fitness activities (collectively, the "League") sponsored by the Jr. Suns/Jr. Mercury, I hereby agree to the following:

**I understand that my child's participation in the League may involve vigorous and/or rough physical contact with other participants, and that there may be risks of injury and/or death in connection with my child's participation in the League, including injury caused by other participants. I voluntarily assume and accept those risks. I acknowledge that my child's participation is voluntary and may be terminated by me or by the Jr. Suns/Jr. Mercury at any time. I unconditionally release and waive all claims against and covenant not to sue** Suns Legacy Partners, L.L.C., Lake Havasu City Parks and Recreation, Phoenix Arena Development Limited Partnership, Women's National Basketball Association (and its members), Phoenix Mercury Basketball LLC, NAZB, LLC, Sports & Entertainment Services, LLC, the City of Phoenix, Lake Havasu City, the National Basketball Association (and its members), and their respective promotional sponsors, advertisers, partners, members, affiliates, directors, officers, officials, agents, volunteers and employees, **from any and all suits, claims and demands of any kind for personal injuries (including death) and/or property damage that my child may sustain while participating in the League.**

I assume all responsibility for my child obtaining any physical examinations which may be indicated or advisable prior to my child's participation in the League, and release, waive and discharge the above-listed parties from any liability, suits, claims, actions and demands of any kind whatsoever related to or arising from any decision by me not to have myself and/or my child obtain a physical examination prior to participating in the League.

Further, I hereby give my permission to the Jr. Suns/Jr. Mercury and its respective designees to take, use, reproduce and publish any and all photographs and videotapes which may be taken of me and/or my child immediately before, during or immediately after any League activity, whether such photographs or videotapes are flattering or unflattering, for any purpose whatsoever, without compensation to me and/or my child. I understand and agree that all such photographs and videotapes will be the sole and complete property of the Jr. Suns/Jr. Mercury.

My signature indicates my agreement (1) to the terms of this Release and Waiver, and (2) to my child's participation in the League.

\_\_\_\_\_  
**Parent or Legal Guardian Printed Name**

\_\_\_\_\_  
**Participant Printed Name**

\_\_\_\_\_  
**Parent or Legal Guardian Signature**

Date \_\_\_\_\_

_____	_____
_____	<b>Phone Number</b>
<b>Address</b>	
_____	
<b>Parent's E-mail</b>	