

ANN ARBOR COMMUNITY CLIMATE ACTION GRANT AGREEMENT
BETWEEN THE CITY OF ANN ARBOR AND
AFC ANN ARBOR, INC.

This Community Climate Action Grant Agreement (“Agreement”) is between the City of Ann Arbor, a Michigan municipal corporation, 301 E. Huron Street, Ann Arbor, Michigan 48104 (the “City”) and AFC Ann Arbor, Inc., a Michigan corporation, 1006 Avon Road, Ann Arbor, Michigan 48104 (“Grantee”) (each individually a “Party” and collectively the “Parties”).

The Parties agree as follows:

1. **GRANT.** The City agrees to grant to the Grantee, and Grantee agrees to accept, on the terms and conditions stated herein and for the purposes outlined herein, a total of \$52,500.00 (“Grant”), which will be split into three installments as follows:
 - 2026 - \$15,000.00
 - 2027 - \$17,500.00
 - 2028 - \$20,000.00
2. **EFFECTIVE DATE.** The Effective Date is the date this Agreement is signed by the last Party to sign it.
3. **DURATION.** The Term of this Agreement is from the Effective Date through December 31, 2028 (“Grant Term”).
4. **DISBURSEMENT.** The City will disburse a total of \$52,500.00 to Grantee as follows:
 - \$15,000.00 within a reasonable time after approval and execution of this Agreement.
 - \$17,500 on or around February 1, 2027.
 - \$20,000.00 on or around February 1, 2028.
5. **USE OF GRANT.** Grantee shall administer use of the Grant for the sole purpose of furthering its sustainability-related efforts and shall only expend Grant funds on the approved uses listed in Exhibit A (“Approved Uses”).
6. **CONDITIONS OF GRANT.** The City and Grantee agree that this Grant is subject to the fulfillment of the conditions stated in Exhibit A (“Grant Conditions”). Should Grantee fail to fulfill any Grant Condition, the City will consider Grantee to be in breach of this Agreement. The City will give Grantee written notice of such breach. If Grantee fails to cure the breach within thirty (30) days from the date on which notice was sent, Grantee must return the Grant funds to the City immediately and this Agreement will be terminated.
7. **AMENDMENTS.** This Agreement may be amended only by a written agreement executed by the Parties.
8. **INDEPENDENT CONTRACTOR.** The City and Grantee agree that at all times and for all purposes under this Grant, Grantee shall be an independent contractor, solely responsible for the acts of its own employees, agents, servants, and volunteers, with no rights or benefits owing from the City other than those specifically identified in this Agreement. Grantee does not have any authority to execute any contract or

agreement on behalf of the City and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

9. **INDEMNIFICATION.** Grantee releases the City from any and all liability for any damages Grantee may sustain in connection with this Grant, and waives all right to collection thereof. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold the City, its officers, employees, and agents harmless from all suits, claims, judgments, and expenses including attorney's fees resulting or alleged to result from any act or omission associated with the performance of this Grant by the Grantee or anyone acting on the Grantee's behalf. Grantee shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

10. **CONFLICT OF INTEREST.** No employee, officer or elected or appointed official of the City and no immediate relative (spouse, parent, sibling, or child) of any such person, has or shall have any financial interest in this Agreement. Except for salaries and expenses which may be paid with funds provided under this Agreement, no employee, officer or director of the Grantee and no immediate relative (spouse, parent, sibling or child) of any such person has or shall have any financial interest in this Agreement.

11. **SEVERABILITY OF PROVISIONS.** Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any Party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other Parties or other circumstances.

12. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The Parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The Parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

13. **ASSIGNS AND SUCCESSORS.** This contract is binding on the City and Grantee, their successors and assigns. The Parties agree they will not assign or transfer their interest in this contract without the written consent of the other Party.

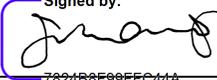
14. **EXTENT OF AGREEMENT.** This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and Grantee with respect to the subject matter of the Agreement and it supersedes all prior representations, negotiations, agreements or understandings whether written or oral. Neither Party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Grantee and the City.

15. **SIGNATURES:** The Parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

Signatures appear on the following pages .

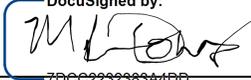
The undersigned agree to the terms and conditions set forth in this Agreement:

AFC ANN ARBOR, INC.

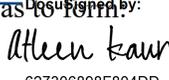
Signed by: 
By _____
7824B8F98FFC44A...
Jamey Amrine, Club Director

Dated 3/2/2026

CITY OF ANN ARBOR

DocuSigned by: 
By _____
7DCC2232383A4DD...
Milton Dohoney, Jr., City Administrator

Dated 3/5/2026

Approved as to form: 

627306898F804DD...
Atleen Kaur, City Attorney

Dated 3/5/2026

EXHIBIT A

The Parties agree that the Grant funds will only be expended for the approved uses listed herein (“Approved Uses”) and that the conditions listed herein (“Grant Conditions”) must be met in order for Grantee to comply with the Agreement and retain the Grant funds.

Approved Uses of Grant funds:

- Procurement of uniforms made from sustainable materials
- Procurement of materials necessary for the A²ZERO logo to be placed on uniforms
- Disposal of uniforms that aligns with the City’s sustainability goals
- Procurement of AFCAA merchandise made from sustainable materials
- Procurement and application of hang tags, or related materials, to denote the sustainability features of merchandise
- Procurement of an A²ZERO banner
- Procurement of services and the administration of marketing related to A²ZERO and the Office of Sustainability and Innovations (OSI) involvement in AFCAA. All marketing must be approved by OSI before it can be released.
- Other, yet to be determined, sustainability improvements as authorized by the Director of the OSI

2026 Grant Conditions:

- Grantee will procure for both the men’s and women’s teams uniforms made from sustainable materials.
- Grantee will place the A²ZERO logo on one uniform sleeve of each uniform for both men’s and women’s teams.
- Grantee will place the A²ZERO logo and a link to the A²ZERO web page on the afcannarbor.com sponsor page.
- Grantee will recognize the City as an “Official Sustainability Partner.”
- Grantee will display one (1) A²ZERO banner in the stadium at all home matches.
- Grantee will include one (1) 15-second in-game PA read of content provided by the City at each home match.
- Grantee will give the City presenting sponsor designation for one (1) mutually agreed upon home match.
- Grantee will provide the City tabling opportunities at up to three (3) mutually agreed upon home matches.
- Grantee will launch co-branded sustainability hang tags on designated AFCAA merchandise.
- Grantee will create a dedicated sustainability page on afcannarbor.com.
- Grantee will expand its matchday messaging to include the promotion of walking, cycling, and transit to games.
- Grantee will host regular meetings with OSI to coordinate logistics related to the aforementioned items.

2027 Grant Conditions:

- All 2026 Grant Conditions.
- Grantee will expand sustainability education and storytelling integration across matchday and digital platforms.
- Grantee will collaborate with the City to agree upon additional collaborative actions to further its commitment to sustainable practices, including but not limited to: adding more sustainable merchandise, growing the sustainability features of jerseys and equipment, integrating sustainability into concessions and program operations, and hosting more public educational opportunities regarding sustainability.

2028 Grant Conditions:

- All 2026 and 2027 Grant Conditions.
- Grantee will host one (1) designated Sustainability Match during the 2028 season, in collaboration with the

City, featuring enhanced sustainability activation including but not limited to: waste-reduction initiatives, in-game sustainability messaging, tabling opportunities for City representatives, and coordinated digital promotion highlighting AFC Ann Arbor's sustainability efforts in partnership with the City.

- Grantee will integrate sustainability-focused messaging across matchday and digital platforms throughout the 2028 season, including a minimum of ten (10) sustainability-focused digital features during the regular season and sustainability messaging at each home match.
- Grantee will participate in a joint evaluation meeting with the City at the end of the season to assess impact and community engagement metrics.