

**SCOREBOARD SIGN AND ADVERTISING AGREEMENT WITH  
SPENCER COUNTY BOARD OF EDUCATION  
SPENCER COUNTY HIGH SCHOOL SOFTBALL FIELD**

This Scoreboard Sign and Advertising Agreement (this "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Spencer County Board of Education, Spencer County, Kentucky ("Board") and Dr. Becky G. House/Spencer County Physical Therapy ("Advertiser").

WHEREAS, the Board maintains an athletic field and related facilities which are used by athletic teams and others for practice and games commonly known as and referred to as Spencer County High School (SCHS) Softball Field;

WHEREAS, the Board maintains a scoreboard at SCHS Softball Field, and the Board has authorized the placement of advertising space on the bottom panel display portion of the scoreboard displaying advertisements of businesses that have elected to support the School District; and

WHEREAS, Advertiser has elected to support the School District and Advertiser desires to contract for the display of advertising by means of a scoreboard sign on the terms hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sign Lease.** Board agrees to install and lease to Advertiser a sign (the "Sign") displaying an advertisement for the benefit of Advertiser on a portion of the bottom panel display of the scoreboard at SCHS Softball Field. Provided Advertiser shall timely perform all obligations of Advertiser under this Agreement, the Sign shall remain on the scoreboard for the life of the scoreboard after the date of installation. Although the scoreboard is expected to last twenty (20) years, the Board has sole responsibility to determine the life of the scoreboard. The Sign size shall be approximately two feet (2) feet high and sixteen (16) feet wide (2' x 16'). These dimensions are approximations. The Advertiser will be given the option of placing the Sign at either the top or bottom panel of the scoreboard.

The Sign shall be of such design, color and wording as shall be agreed between Board and Advertiser. The Sign design and artwork shall be provided by Advertiser and the Board shall not be responsible for any costs associated with the Sign design and/or artwork. The Sign shall not be illuminated. The Sign shall be in good taste and shall not contain any language, words, slogans, designs, or other material which, in the judgment of the school district administration, is inappropriate for a public school facility. In the event that Board and Advertiser are unable to agree upon the design, color or wording of the Sign, Board may, in its sole discretion, at any time, unilaterally terminate this Agreement and not have any obligation hereunder.

2. **Lease.** Advertiser hereby agrees to lease the Sign from District with the life of the scoreboard as term of lease. The Advertiser shall pay to Board the total amount of \$4,700.00 (the "Lease Price") upon the signing of this Agreement by both parties.
3. **Sign Preparation and Maintenance.** Advertiser shall be responsible for preparation of the Sign in accordance with the design agreed upon by Board and Advertiser. Board shall be responsible for installing the Sign on the scoreboard. The cost for such preparation and installation shall be borne by Advertiser.

Advertiser shall be responsible for obtaining, at Advertiser's expense, all drawings, illustrations and art work which are necessary for preparation of the Sign. The design, layout and content of the Sign may be changed by Advertiser during the term of this Agreement; provided, however, that the new design, layout and content must first be agreed between Board and Advertiser and all costs and expenses necessary or incidental thereto, including preparation and installation costs, shall be borne by Advertiser. Advertiser may request the Board to make changes to Advertiser's sign during the term of this Agreement and all costs and expenses necessary or incidental thereto, including preparation and installation costs, shall be borne by Advertiser.

Advertiser understands that there will be no security or protection provided by Board with respect to the Sign, and that the Sign may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. Advertiser shall maintain the Sign in reasonable condition during the term of this Agreement.

The Sign during the term of this Agreement and thereafter shall be and remain the property of Board.

4. **Copyright and Trademarks.** All advertising copy, including logos or label designs and product identification of Advertiser shall be and remain the property of Advertiser. Advertiser hereby represents and warrants to Board that the Sign will not violate any copyright, trademark, trade name, service mark or other right of any person or entity; and Advertiser shall indemnify Board from any loss, cost or expenses arising from the breach of this representation or warranty.
5. **Competitors and Others.** Sign's Advertiser understands and agrees that Board is not in any way restricted by this Agreement from granting advertising rights to others, including competitors of Advertiser, as may be determined by Board, in its sole discretion. The location and content of all such advertising of others shall be determined solely by Board. The Board agrees that no advertising granted to others shall be located on the SCHS Softball Field scoreboard during the term of this agreement. Board makes no guarantees regarding the visibility of the Sign from outside SCHS Softball Field. Board further does not guarantee the visibility of the Sign from within SCHS softball field when the field lights are turned off.



6. **No Partnership or Agency.** Board and Advertiser shall be and act as independent contractors under this Agreement and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties.
7. **Entire Agreement and Modification.** The written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representative of Board and Advertiser; and such statement shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever, this written Agreement. This Agreement may not be modified except by later written agreement signed by both parties.
8. **Default.** Should either party breach any of the covenants or provisions of this Agreement, such party shall be considered in default under the terms of this Agreement. In such case, the non-defaulting party shall provide written notice to the defaulting party detailing the default and granting the defaulting party thirty (30) days to remedy the default. Should the defaulting party remedy the default within the specified time limits., the party shall not be considered in default under the terms of the Agreement and this Agreement will remain in full force and effect. Should the defaulting party fail to remedy the default within the specified time period, this Agreement shall be immediately terminated.
9. **Right to Terminate.** Either party may at any time terminate this Agreement, without cause, upon thirty (30) days' prior written notice. Board may immediately terminate this Agreement for failure of the Advertiser to comply with the terms and conditions of this Agreement. Should Advertiser cease business during the term of this Agreement, the Agreement is immediately terminated and the Board shall have the right to lease the Sign space to another vendor. Should the Board find itself in the position to discontinue athletic operations at SCHS Softball Field as a result in a shortfall in state or other funding, this Agreement shall immediately terminate.
10. **Assignment.** This Agreement may not be assigned by the Advertiser. Advertiser may not delegate the Advertiser's duties under this Agreement to another without Board's prior written consent.
11. **Governing Law and Severability.** This Agreement shall be governed by the laws of the State of Kentucky; and if any provision herein is found to be in conflict with any Kentucky law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof. The parties agree that venue of any dispute affecting this Agreement shall be in Spencer County, Kentucky.
12. **No Personal Liability.** Nothing contained in this Agreement between Board and Advertiser shall create any rights whatsoever on behalf of Advertiser against Board and/or its officers, directors, agents or assets; and, further, Advertiser shall have no rights against Board or its officers, directors, agents or assets as a consequence of any breach, default or failure of consideration under this Agreement.

13. **Notices.**

a. All notices sent to Board must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Spencer County Board of Education  
ATTN: Superintendent  
207 W. Main Street  
Taylorsville, KY 40071

a. All notices sent to Advertiser must be in writing and (i) hand delivered, (ii) sent by first class mail postage prepaid, or (iii) sent by overnight delivery service, to:

Spencer County Physical Therapy  
ATTN: Dr. Becky G. House  
4813 Taylorsville Road  
Taylorsville, KY 40071

c. For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, delivery will be considered to be the third (3) day after the date of postmark.

14. **Nondiscrimination.** The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion, or disability in their performance under this Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective as of the date first set forth above.

**SPENCER COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_

Its: Chairman \_\_\_\_\_

**SPENCER COUNTY PHYSICAL THERAPY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

