**AGREEMENT**

 This Agreement is entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014, between Dawson Springs Independent Schools, whose address is 118 East Arcadia Avenue, Dawson Springs, KY 42408 (hereinafter “Dawson Springs”) and LBH, Inc., whose address is 308 West Center Street, P.O. Box 569, Madisonville, Kentucky 42431-0569 (hereinafter “LBH”),

WITNESSETH that:

WHEREAS the parties desire to enter into this agreement so as to provide for the purchase by LBH of a scoreboard for Dawson Springs’ use in exchange for Dawson Springs’ agreement to purchase certain products exclusively from LBH for a certain period of time,

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

1. This agreement shall be in force and effect from the date first above written until November 1, 2018.
2. On or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LBH will purchase a new All Star Scoreboard Edition Model ALS-616 (purple) plus a wireless remote control for said scoreboard and shall cause said scoreboard and wireless remote control to be delivered to the location designated by Dawson Springs. Dawson Springs shall be responsible for the installation of the scoreboard and wireless remote control. Upon delivery of the scoreboard and wireless remote control in good condition to the location designated by Dawson Springs, said scoreboard and wireless remote control shall become the property of Dawson Springs. The total cost of the scoreboard and wireless remote control is anticipated to be approximately $5,140.00.
3. In consideration of LBH furnishing said scoreboard and wireless remote control to Dawson Springs, Dawson Springs agrees that from the date first above written until November 1, 2018, it will purchase exclusively from LBH all soft drinks of the brands currently sold by LBH. The price for said soft drinks shall be as follows:
* The price of 1 case of 24 12oz. canned soft drinks shall be $7.25;
* The price of 1 case of 24 20oz. soft drinks shall be $14.80;
* The price of 1 case of 24 sport drinks shall be $16.00; and
* The price of 1 case of VeryFine Juices/Drinks shall be $16.56.

Provided, however, that for the period of time from November 1, 2016 through November 1, 2018 the price of all soft drinks purchased by Dawson Springs from LBH shall increase by 35 cents per case; for example, beginning November 1, 2016 the price of 1 case of 24 12oz. canned soft drinks will be $7.60.

1. LBH shall furnish sufficient venders/coolers to adequately service all attendees at those events that are sponsored by Dawson Springs and are designated by Dawson Springs as events to be serviced by LBH. With respect to such events LBH shall also provide adequate soft drinks to service those attendees.
2. For all soft drinks sold from vending machines provided by LBH, LBH shall pay to Dawson Springs a commission of 28% of the sales price. For example, if canned soft drinks are sold for $1 each, for every case of 24 12oz. canned soft drinks sold, LBH will pay to Dawson Springs $6.72 ($24.00 x 28% = $6.72).
3. This writing sets forth the entire agreement between the parties and neither party is relying on any representations, written or oral, not expressly set forth herein.
4. A failure of either party to insist upon the strict performance of any provision hereof or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any subsequent breach or default, and the election by either party of any particular remedy or default shall not be deemed exclusive of any other, and all rights and remedies of either party shall be cumulative.
5. The construction and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its principles regarding choice of law.
6. Any legal action by either party relating in any manner to this Agreement, including but not limited to legal actions involving the performance, breach, interpretation or application of this Agreement, shall be brought only in the United States District Court for the Western District of Kentucky or in the Courts of Hopkins County, Kentucky.
7. Neither this Agreement nor any of the rights granted hereunder may be assigned, transferred, conveyed, encumbered or alienated to a third party.
8. All notices provided in connection with this Agreement shall be in writing and shall be sent by reputable next-day courier service or United States mail, postage prepaid. Each notice shall be addressed at the address set forth above or at such other address as a party shall provide by written notice to the other party. Notice shall be deemed effective upon delivery.
9. Except as provided herein, this Agreement may not be amended, modified or supplemented at any time except by a writing signed by the parties.
10. This Agreement shall be deemed severable and if any portion shall be held to be invalid for any reason, the remainder shall not be deemed invalid but shall remain in full force and effect.
11. The persons signing this document on behalf of the parties hereby warrant their authority to do so.

**LBH, Inc.** **Dawson Springs Independent Schools**

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

 Les Hoover IV, President Lenny Whalen, Superintendent