

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered into between **The Dollywood Foundation** (herein the "Foundation") and Marion County Public Schools (herein the "Affiliate").

### WITNESSETH:

WHEREAS, the Foundation is a non-profit organization with the goal of assisting the early educational development of children; and

WHEREAS, to serve such purpose, the Foundation has created a service known as "Dolly Parton's Imagination Library" which consists of the free gift to all persons who are registered of books delivered at the rate of one per month for the succeeding sixty months after birth; and

WHEREAS, the Affiliate is keenly interested in the early educational development of children in a general geographical area; and

WHEREAS, the parties desire to enter into this Agreement related to the aforesaid purposes; and

WHEREAS, the parties have determined that it is in their respective best interests to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Foundation and the Affiliate agree to work together to replicate Dolly Parton's Imagination Library in Lebanon, KY (herein the "Community"). The Foundation and the Affiliate shall agree to establish a target for the number of children to be registered.

2. This Agreement shall commence on 04/13/2017, and expire one year thereafter. The Agreement will be automatically renewed each year unless written notification is provided by either party to the other within sixty days of the annual anniversary of the execution of the Agreement.

3. The Affiliate agrees to use the Foundation's registration and delivery system to distribute one book per month to each registered child in accordance with the guidelines established by the Dollywood Foundation. Descriptions of said system and guidelines are contained as Exhibit A to this Agreement.

4. The Affiliate agrees to use the name "Dolly Parton's Imagination Library" and the official logo for its book distribution program and to use the name and logo in any and all written references to the program, including, but not limited to, brochures, fact sheets, advertising, book labels, leaflets, annual reports, prospectuses, and any and all other forms of public written communication about the program. The Affiliate shall submit draft versions of any material which contains the logo to the appropriate Regional Director for review and approval.

5. The Affiliate agrees to make reasonable efforts to register every child under the age of five in accordance with the mutually agreed upon target number of children for the Community, and distribute the books to each registered child. This

section may be modified by the parties in order to launch the program in the Community; provided, that each such modification must be set forth in writing, signed by both parties, and included as an attachment to this Agreement.

6. The registration list shall be used solely for activities related to this Agreement and shall not be sold or used for any other purpose. Furthermore the parents or guardians of any and all active participants in the program shall not be solicited for fees or donations of any kind.

7. All of the monthly book deliveries shall normally be at the home residence of the child, and shall normally be made by use of the United States Postal Service. This section may be modified; provided that each such modification must be set forth in writing, signed by both parties, and included as an attachment to this Agreement.

8. All book titles distributed pursuant hereto shall be approved by the Foundation. Said approval shall not be unreasonably delayed or withheld. The Affiliate shall adhere to the procedures for ordering books.

9. The Affiliate is responsible for securing adequate funding to carry out its obligations as established by this Agreement. It is understood and agreed by the parties that this Agreement does not require the Foundation to provide any funding to the Affiliate. The parties understand that the cost of books and postage is currently approximately \$25 a child per year. The Affiliate acknowledges that this amount is subject to change.

10. The Affiliate agrees to pay in full the monthly invoice by the First of each month and to utilize one of the payment options approved by the Foundation.

11. The name, likeness, and image of Dolly Parton are valuable and irreplaceable, for which Ms. Parton and the Foundation cannot be adequately compensated if damaged. Therefore, the Affiliate shall not have any right to use, except with the prior written consent of the Foundation, or as specifically set out in paragraph No. 4 above, Dolly Parton's name, likeness or image, implied or otherwise, in conjunction with domain names, posters, signs, advertisements, products, packaging, or any other representation, whether in regard to the subject matter hereof or otherwise, and whether during or after the term of this Agreement. Except as is mandated by in paragraph No. 4 above, it is specifically understood that this Agreement prohibits the use of the name and any image of Dolly Parton or her personal logos in photograph, written advertisements, and any other manner, without the prior written consent of the Foundation. These terms shall survive the termination of this Agreement.

12. Written permission must be obtained from the Foundation if the Affiliate desires to use images from the books for any promotional and educational purpose. This includes both the artwork and any copyright lines that are required by copyright law. The Foundation will provide a mechanism to seek such permission and provide the response in a timely manner

13. The Affiliate shall not directly or indirectly, for or through itself or any other person or business entity, in any capacity, undertake to replicate the Dolly Parton Imagination Library program except with the prior written consent of the Foundation. This specifically prohibits the use of the name, publisher, and mail service used by the Foundation except with the prior written consent of the Foundation. This competition restriction shall apply to the Community and to any and all other areas or localities, and shall remain in full force and effect for a period of five years from the date of expiration of this Agreement. The Affiliate hereby acknowledges and confirms that the breach of this

competition restriction would cause immediate and irreparable injury, loss, and damage to the Foundation and that an adequate remedy at law for such injury, loss, or damage may not exist. Therefore, the Affiliate agrees that, in the event of any such breach, the Foundation shall be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and permanent injunctive relief to enforce this stipulation, in addition to any other remedies that may be available to it.

14. All attachments to this Agreement are deemed to be a part of this Agreement and are incorporated herein by reference.

15. This Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party prior to the effective date of such cancellation.

16. The parties agree to indemnify, defend, and hold the other party, its officers, director, trustees, agents, employees, and members harmless from and against any and all liability or expense (including reasonable attorneys' fees) in connection with any claim by a third party arising directly or indirectly from any act, activity or omission of the other party relating to this Agreement. If a party receives notice of such claim, it shall promptly so notify the other party of the claim and the basis of the claim of indemnification and permit the other party to conduct the defense (including any settlement discussions) with counsel of the indemnitor's own choice. The indemnitee shall cooperate in such defense, provided all costs incurred by the indemnitee in providing such cooperation shall be paid or reimbursed by the indemnitor. The obligation of this stipulation shall survive the termination of this agreement.

17. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one original.

18. Neither party may assign this Agreement without the written consent of the other. Upon the assumption of this Agreement by such assignee, the assignor will be released from all liability under this agreement.

19. In the event that notices are required for any reason under the terms of this Agreement, notice shall be either mailed by United States Postal Service, return receipt requested, forwarded by overnight nationally recognized courier service, sent by email or facsimile to the respective parties, at the addresses below (or at such other address as such parties shall advise the other parties in writing from time to time), postage prepaid, and shall be deemed received when delivered to a national overnight delivery service for delivery the following day, upon hand delivery or refusal to accept delivery and in the case of facsimile or email transmission, upon the sending of the facsimile or email properly addressed:

Notice to the Foundation shall be addressed to:

THE DOLLYWOOD FOUNDATION

Attn: Christy Crouse  
254 Mialaquo Circle  
Loudon, TN 37774

Phone: 865-368-2786  
Fax: 865-458-2460  
ccrouse@imaginationlibrary.com

Notice to the Affiliate shall be addressed to:

Organization Name: Marion Co Public Schools

Contact Name: Tavora Schlosser

Address: 755 East Main Street. Lebanon

Phone: (270) 692-3721

Fax: (270) 692-1899

Email: tavora.schlosser@marion.k12.in.us

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year first below written.

THE DOLLYWOOD FOUNDATION

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

Its:

Date: \_\_\_\_\_

AFFILIATE

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

Its:

Date: \_\_\_\_\_

Exhibit A- Description of Book delivery system  
[Dollywood Foundation will attach]