

ADVERTISING AGREEMENT WITH THE SPENCER COUNTY BOARD OF EDUCATION

This advertising agreement ("Agreement") is entered into effective as of the _____ day of _____, 2020, by and between the Spencer County Board of Education, Spencer County, Kentucky ("Board") and Citizens Union Bank (Advertiser") and the Spencer County Educational Foundation (SCEF).

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) Football Field and Spencer County High School (SCHS) Gymnasium;

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

WHEREAS, the Board maintains a gymnasium in the main facility of SCHS, and the Board has authorized the placement of advertising space on the walls and floor of the gymnasium displaying advertisements of businesses that have elected to support the School District; and

WHEREAS, Advertiser has elected to support the School District through a monetary donation to SCEF, designated for technology purchases for SCHS, and Advertiser desires to contract for the display of advertising by means of placement of one (1) decal on the SCHS Football Field scoreboard and two (2) decals on the floor of the SCHS Gymnasium on the terms hereinafter described.

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

1. **Advertising Space.** Board agrees to display advertisement decals for the benefit of the Advertiser on a portion of the display area of the scoreboard of SCHS Football Field and on the floor of the SCHS Gymnasium. Provided Advertiser shall timely perform all obligations of Advertiser under this Agreement, the decals shall remain on the scoreboard and the gymnasium floor for the term of this Agreement. The decals shall be approximately thirty (30) inches by thirty (30) inches (30" x 30"). These dimensions are approximations. The decal on the SCHS Football Field scoreboard will be positioned center of the scoreboard from the top and sides. The decals on the SCHS Gymnasium floor will be positioned one at each side of the floor near midcourt and facing the bleachers.

The decals shall be of such design, color and wording as shall be agreed between Board and Advertiser. The decal design and artwork shall be provided by Advertiser and the Board shall not be responsible for any costs associated with the decal design and/or

artwork. The decals shall be in good taste and shall not contain any language, words, slogans, designs, or other material which, in the judgement 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 decals, Board may, in its sole discretion, at any time, unilaterally terminate this Agreement and not have any obligation hereunder.

2. **Payment Terms.** Advertiser hereby agrees to the following payment schedule:

Year of Advertisement	Payment Due Date	Amount
Fiscal Year 2020-2021	June 1, 2020	\$10,000.00
Fiscal Year 2021-2022	June 1, 2021	\$10,000.00
Fiscal Year 2022-2023	June 1, 2022	\$10,000.00
Fiscal Year 2023-2024	June 1, 2023	\$10,000.00
Fiscal Year 2024-2025	June 1, 2024	\$10,000.00

The Advertiser shall make the payments payable to SCEF. The Advertiser acknowledges the payments to SCEF are restricted donations for the purpose of purchasing technology devices for SCHS student use and/or reimburse the Board for technology purchased for SCHS student use. The Advertiser is not responsible for the purchasing of the technology under this Agreement. SCEF will be responsible to fulfill the requirements of the restricted donation as stated above.

3. **Sign Preparation and Maintenance.** Advertiser shall be responsible for preparation of the decals in accordance with the design agreed upon by Board and Advertiser. Board shall be responsible for installing the decals on the scoreboard and gymnasium floor. The cost for such preparation and installation shall be borne by SCEF.

Advertiser shall be responsible for obtaining, at Advertiser's expense, all drawings, illustrations and art work which are necessary for preparation of the decals. The design, layout and content of the decals 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 understands that the decals may be subject to vandalism, defacement, and/or other forms of damage from any number of different causes. Advertiser shall not hold the Board responsible for any such occurrence. The Advertiser shall maintain the decals in reasonable condition during the term of this Agreement.

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 decals 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.** 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.

While the placement of the decals are in high visibility designated areas, the Board makes no guarantees regarding the visibility of the decals from outside SCHS Football Field, or within SCHS football field when the field lights are turned off. Board further does not guarantee the visibility of the decals on the gymnasium floor during sporting or school activities.

6. **No Partnership or Agency.** Board, Advertiser and SCEF 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 all parties.
8. **Default.** Should any 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 the Board or Advertiser 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 advertising space to another vendor. Should the Board find itself in the position to discontinue athletic operations at SCHS 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 postage prepaid, or (iii) sent overnight delivery service, to:

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

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

Citizens Union Bank
ATTN: _____
PO Box 189
Shelbyville, KY 40066-0189

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

Spencer County Educational Foundation, Inc.
ATTN: Sara Brown
6130 Elk Creek Road
Taylorsville, KY 40071

- d. 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 (3rd) 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: _____

CITIZENS UNION BANK

By: _____

Its: _____

SPENCER COUNTY EDUCATIONAL FOUNDATION, INC.

By: _____

Its: _____

