



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

TO: Dr. Jesse Bacon, Superintendent *JB*

FROM: Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*

DATE: April 14, 2021

RE: Bullitt East High School Athletics

Please see the attached contract between *the Bullitt County Board of Education for* Bullitt East High School and Nevco Sports Marketing. Nevco Sports Marketing will secure and collect donations up to \$64,000 in order to receive a new LED football scoreboard, sign cabinets, custom school ID panel, gym LCD digital signage, and sponsor cabinets. This will be at no cost to the school. If approved, the contract will immediately go into effect until all donations have occurred. This contract has been reviewed by Buckman, Farris, and Mills Law.

Approval is requested for the contract between Bullitt East High School and Nevco Sports Marketing.

[Signature]
4.14.21

Bullitt East High School

College. Career.



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11450 Highway 44 East - Mt. Washington, KY - 502-869-6400 - Fax 502-538-8368

MEMORANDUM

April 13, 2021

Bullitt County Board of Education
1040 Hwy 44E
Shepherdsville, KY 40165

Dear Board of Education,

Bullitt East High School is seeking to enter into a contract with ^{NeVCO} ~~Slam Dunk~~ Sports Marketing. ^{NeVCO} ~~Slam Dunk~~ will be responsible for securing donations that will be used to purchase a new football scoreboard and new LED advertising board for our gymnasium. ~~Slam Dunk~~ will be donating the boards and the labor to install them. ^{NeVCO}

Please review the attached contract.

Thanks you,

Kenny Hughes
Athletic Director

Principal:

Chris Mason

Assistant Principals:

Karl Stewart

Tim Ridley

Nate Fulghum



<http://www2.bullittschools.org/behs>

Equal Education and Employment Institution

CONTRACT FOR FOOTBALL SCOREBOARD AND DIGITAL SIGNAGE

This Agreement dated the **20th day of April 2021**, between the **Bullitt County Board of Education for Bullitt East High School**, 11450 Hwy 44 East Mount Washington, KY 40047 ("Customer") and Nevco Sports Marketing ("NSM").

INASMUCH AS placement of the Football Scoreboard, School ID Panel with Static Sponsor Signage, Gymnasium Digital and Static Sponsor Signage will enhance the atmosphere of the athletic events as well as provide a fund-raising tool at no cost to the Customer and the Customer desires to update its sports facilities to reflect a sense of professional pride, the parties agree as follows:

NSM will:

1. Provide to the customer, at no cost **(1) Nevco Model 3618 24' W x 8' H LED football scoreboard, (2) 4' x 24' Sponsor Sign Cabinets, (1) 3' x 24' Custom School ID Panel, 86" Gymnasium LCD Digital Signage, (3) 2' x 8' Sponsor Sign Cabinets** to be delivered promptly once the minimum amount of sponsor revenue is secured. The scoreboard and Digital Signage is to be used and sponsor signage displayed by the customer at all events which take place at the customer's football stadium and main competition gymnasium.
2. Secure sponsors and advertising for the scoreboard and gymnasium signage. The secured sponsor contracts will be for a duration of 5 years and will be approved by the customer's athletic director or other agent of the customer;
3. Pay the customer **50%** of all net revenue from sponsorships after the amount of **\$64,000.00** has been collected in sponsorship fees, for as long as the customer continues to display the sponsor advertising on the football scoreboard at and in the gymnasium. NSM is responsible for reaching the \$64,000.00 threshold as long as customer continues to renew the annual contract. NSM will provide complete income disclosure, including income from renewal sponsorships and sponsors added to the scoreboard and gymnasium sign cabinets after they are delivered to the customer. Net Revenue is defined as the sponsorship revenue received less the cost of additional panel costs and the installation costs incurred after the scoreboard and digital signage is installed;
4. Provide the customer with a list of sponsors and its artwork for final approval by the customer and mutually agree on the number of sponsors on the football scoreboard (8) and gymnasium static and digital signage (14-16);
5. NSM will be the exclusive marketing company to solicit sponsorship projects at the Customer's Football Stadium and Gymnasium;
6. Once 70% of the \$64,000.00 threshold has been attained via sponsorship contracts, deliver and install the football scoreboard, school ID panel and sponsor ad cabinets on a new ground up structure. Deliver and install the gymnasium Static and Digital Signage. Test all equipment.

The Customer will:

1. Display the sponsor signage at the customer's football stadium and gymnasium for all sporting events held therein;
2. Maintain the scoreboards, and digital signage in good working condition at its own expense, subject to any warranty;
3. Provide insurance coverage for all equipment for acts of nature or destruction of property on school grounds;
4. Honor all sponsor contracts until contract expiration date if this contract with NSM is terminated. Permit NSM to collect sponsorship fees for up to 60 months from all sponsors.
5. Complete Sponsor Packet and return to NSM with Endorsement Letter on school letterhead.
6. Post social media content, as provided by NSM, as part of the solicitation process, on school's social platforms.
7. Customer will assume ownership of the Equipment upon NSM's receipt of \$64,000 in sponsorship fees, provided this contract is still in effect.

Additional Terms and Conditions:

In the event NSM is unable to obtain a sufficient amount of sponsor revenue as agreed upon by the parties, NSM will notify the customer at which time NSM and the customer may renegotiate the terms, herein. In the event this contract is renewed and /or new or additional sponsors are added, the customer shall be provided the sponsor's name and artwork for its approval. The football scoreboard includes a 5-year parts & factory labor warranty. The Digital Signage includes a two-year parts and labor warranty. If NSM or Customer terminates this contract, customer must honor any remaining sponsor contracts sold by NSM until the sponsor contract expires.

The term of this contract is for 1 year. At the expiration of the 1-year term this contract will automatically renew for an additional term of consecutive 1-year contracts unless either party notifies the other in writing 60 days prior to the end of such term.

FOOTBALL SCOREBOARD INSTALLATION EXCLUSIONS:
INSTALLATION DOES NOT INCLUDE STAMPED
ENGINEERED DRAWINGS OR COSTS ASSOCIATED WITH ADDITIONAL
STRUCTURE OR FOOTINGS REQUIRED BY ENGINEERED DRAWINGS,
COSTS ASSOCIATED WITH THE AMENDMENT OF UNSUITABLE SOILS
(INCLUDING BUT NOT LIMITED TO REMOVAL OF ROCK,
BACKFILLING OF VOIDS CAUSED BY ROCK REMOVAL, SANDY
SILTY SOIL, ETC), PERMITTING OR LICENSING FEES MUST BE PAID BY THE CUSTOMER

NSM Sports Marketing (date)

Customer (date)

Print Name (date)

Nevco Sports Marketing
1012 N. University Blvd.
Middletown, OH 45042

Phone: 513-424-9289
Phone: 877-811-7208
Fax: 513-705-6415