

LICENSE AGREEMENT FOR NAMING OF SCHOOL PROPERTY

THIS LICENSE AGREEMENT ("Agreement") is made and entered into and effective as of May 26, 2021, by and between (i) **Jefferson County Board of Education**, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and; (ii) **Ballard Alumni Association, Inc.**, a Kentucky non-profit non-stock corporation ("BAA"), with its principal place of business located at 3701 Taylorsville Road, Suite 3, Louisville, Kentucky 40220 (collectively JCPS and BAA shall be the "**Licensor(s)**"), and (ii) **Dr. Mark Lynn and Cindy Lynn**, (the "**Licensee(s)**").

RECITALS:

1. JCPS is the owner of certain real property in Jefferson County, Kentucky, commonly known as Ballard High School, 6000 Brownsboro Road, Louisville, Kentucky 40222, including but not limited to the 'Multi-Purpose Stadium and improvements related thereto', as more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**JCPS Property**").
2. Licensee desires to donate funds to BAA for it's use in funding improvements to the JCPS Stadium and facilities. In consideration of Licensee's generosity Licensor agrees to provide Licensee certain 'naming rights' as identified herein and as depicted and identified as the "Ballard Stadium Turf Field" and "Ballard Stadium Scoreboard" on **Exhibit B** attached hereto and made a part hereof (the "**Naming Rights - JCPS Property**").
3. Licensor desires to grant to Licensee a license to permit the use of:
 - i) that portion of the Stadium Turf Field of the JCPS Property identified on **Exhibit B** and designated as "**Dr. Mark Lynn and Cindy Lynn**" [the "**naming right-on the 30/35 yard line(s)**]; and
 - ii) the back of the "Ballard Stadium Scoreboard (facing Old Brownsboro Road) – featuring "**Dr. Mark and Cindy Lynn Field/Home of the Ballard Bruins**";by Dr. Mark Lynn and Cindy Lynn, heirs and assigns, and by others as may be agreed in writing by Licensor from time to time in its sole discretion.
4. JCPS Policy 05.11 provides that the naming of athletic fields and other facilities shall

be the responsibility of the Board. Naming usually will be selected from various categories, including donors of school property and community leaders. JCPS procedure for naming facilities requires the provision of at least three (3) letters of support (**Exhibit C**).

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated by reference in this Agreement, the mutual promises, covenants and agreements hereinafter set forth, and for other good and valuable consideration in the total sum of **ONE HUNDRED AND FIFTY THOUSAND AND 00/100 (\$150,000.00)** donated by Licensee to BAA for its use in making improvements to the JCPS Property, the mutuality, receipt and sufficiency of which are hereby acknowledged, the Licensor and Licensee hereby agree as follows:

1. **Grant Of License.** (a) Licensor(s) hereby grant(s) to Licensee(s), their heirs and assigns, a license, right and privilege:

- (i) for the exclusive naming rights on the Stadium Turf Field to be located on the 30/35 yard line(s) which shall read "Dr. Mark Lynn and Cindy Lynn". Final design to be provided by BAA and approved by Licensee; and
- (ii) for the exclusive naming right on the Score Board (side facing Old Brownsboro Road) which shall read "Dr. Mark and Cindy Lynn Field/Home of the Ballard Bruins". Final design to be provided by BAA and approved by Licensee.

for a period of 16 years from the date hereof (the "**Term**"), together with a right of first refusal to renew the license and extend Term unless the Term is otherwise terminated as provided herein. Prior to the end of the Term, Licensor(s) shall notify Licensee(s) in writing of its intention to grant a new license for the naming rights on the Turf Field and Scoreboard and give Licensee(s), heirs and assigns, the opportunity to make the required donation to retain said naming rights at the same terms and conditions that the license is being offered to others.

(b) Licensor shall use its good faith commercial efforts to ensure that the display of Licensee's name on the Turf Field and Scoreboard Sign are maintained in a clean and visible manner consistent with the operation of a first-class establishment. Licensor(s) shall at all the right make improvements to the signage as it may elect from time to time in order to maintain the same and for such other purposes that are not inconsistent with Licensee's rights as contemplated by this Agreement.

2. **Termination.** This Agreement, and the license, rights and privileges granted

hereby, shall terminate upon the earlier of:

- (a) The expiration of the Term of this Agreement;
- (b) The written agreement of the Licensor(s)/JCPS, its successor or assigns, as owner of the JCPS Property, and of Licensee(s), its heirs, successor or assigns to terminate this Agreement;
- (c) The election by Licensor in its discretion to develop the JCPS Property for a use that is inconsistent with the current use, whereupon this Agreement shall terminate upon recordation by Licensor(s), its successors or assigns, of a written declaration of termination of this Agreement;
- (d) The condemnation or taking, or conveyance in lieu thereof, of the JCPS Property;
- (e) The demolition of the Stadium Property, or the vacancy or abandonment of same in excess of 360 consecutive days; or
- (f) The evidence of disrepute, contempt or scandal on the part of Licensee.

3. **Limitation on Liability.** The parties expressly agree that no personal liability of any kind or nature whatsoever will be imposed upon or result to any member, partner, beneficiary, shareholder or employee of any party hereto, their respective heirs, successors or assigns, directly or indirectly, by reason of or in connection with this Agreement. No express or implied term, provision or condition of this Agreement will be deemed to constitute the parties hereto as partners or joint-venturer(s).

4. **No Public Dedication.** Nothing contained herein may be deemed to be a gift or dedication of any portion of any property or license, right or privilege granted herein to the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to and for the purposes herein expressed.

5. **Interpretation.** This Agreement will be interpreted and construed in accordance with the laws of the Commonwealth of Kentucky.

6. **Entire Agreement.** This Agreement embodies and constitutes the entire understandings of the parties hereto with respect to the matters set forth herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the parties hereto, its successors or assigns, against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

LICENSOR (JCPS):


By: _____
 Martin A. Pollio, Ed.D
 Title: Superintendent

LICENSOR (BAA):

DocuSigned by:
By: *Stephen Gowers*
7B4894B65E544D2...
Stephen Gowers
Title: Chairman

LICENSEE(S):

DocuSigned by:
By: *Dr. Mark Lynn*
8FA080604883409...
Dr. Mark Lynn

DocuSigned by:
By  Cindy Lynn
D00C9F143584411.....
Cindy Lynn

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ____ day of May 2021,
by _____ as duly authorized _____ of Jefferson County
Public Schools, a _____, on behalf of the

My Commission Expires: _____

[Seal] Notary Public: _____
KYNP# _____

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 20th day of May 2021, by Stephen Gowers as duly authorized Chairman of the Ballard Alumni Association, Inc., a Kentucky non-profit corporation, on behalf of the corporation.

My Commission Expires: August 27, 2022
[Seal] Notary Public: [Signature]
KYNP# 604405

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was sworn to and acknowledged before me this 20th day of May 2021, by Dr. Mark Lynn and Cindy Lynn to be their free act and deed.

My Commission Expires: August 27, 2022
 [Seal] Notary Public: [Signature]
 KYNP# 604405

The foregoing instrument was prepared by:

DocuSigned by:
Anthony Waits
06322E9E58DC44D...
Anthony A. Waits
Attorney at Law
4208 Taylorsville Road
Louisville, Kentucky 402202
(502) 396-3509

LIST OF EXHIBITS:

- A. Description of JCPS Property
- B. Depiction of Stadium Turf Field and Stadium Scoreboard signage

EXHIBIT A

TO LICENSE AGREEMENT

by and between

- (i) **JCPS (Louisville)**, a Kentucky corporation;
 - (ii) **Ballard Alumni Association, Inc.**, a Kentucky non-profit corporation (BAA) (collectively JCPS and BAA shall be the "**Licensor**");
- and
- (iii) **Dr. Mark Lynn and Cindy Lynn**, (the "**Licensee**")

The words "Dr. Mark Lynn and Cindy Lynn" shall appear on the turf field on/or around the 30/35 yard lines.

EXHIBIT B

TO LICENSE AGREEMENT

by and between

- (i) **JCPS (Louisville)**, a Kentucky corporation;
 - (ii) **Ballard Alumni Association, Inc.**, a Kentucky non-profit corporation (BAA) (collectively JCPS and BAA shall be the "**Licensor**");
- and
- (iii) **Dr. Mark Lynn and Cindy Lynn**, (the "**Licensee**")

Depiction Scoreboard Signage: attached



FRAMED FLAT PANEL
QUANTITY: ONE (1)
SUBSTRATE: .1/8" ALUMINUM
PAINT PMS 201
WHITE & BLACK 1ST SURFACE VINYL GRAPHICS
2" ANGLE SUPPORT FRAMING
FASTEN TO EXISTING STEEL H-BEAMS



1824 Berry Blvd.
Louisville, KY 40215
502.368.7554
Fax 502.361.4490
www.commonwealthsign.com

CLIENT	
Campbellsville University	
ADDRESS	
6000 Brownsboro Rd, Louisville, KY	
FILENAME	
Ballard HS Lynn Field Face	
SALESPERSON	
Lester Lemaster	
ARTIST	
Robert Gastinger	
ART RENDERED DATE	
05.11.21	
TYPE	CHECKED
Proposal	
SCALE	
1/2" = 1'	
REVISIONS / DATES	
00-00-00	
00-00-00	
00-00-00	
4th 00-00-00	
5th 00-00-00	
5th 00-00-00	
PAGE	
1 OF 1	
SALES FINAL APPROVAL	
CUSTOMER APPROVAL	

This drawing may not be copied or exhibited without written consent from a Commonwealth Sign Co. officer. This proof drawing is for your review and approval before fabrication begins. Commonwealth Sign Co. Inc. will not be responsible for problems or discrepancies that could have been prevented by the proper review of this form. The intent of this drawing is to show a conceptual representation of the proposed signage.

EXHIBIT C

PROCEDURES FOR NAMING DISTRICT FACILITIES

All district facilities to be named/re-named shall comply with board policy FF – Naming Facilities. A district facility i.e. building, athletic field, library, classroom or other areas of district property can only be named by Board of Education action.

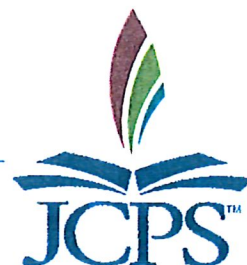
District facilities may be named to honor prominent state, local or national figures, community leaders, former school board members, retired school leaders or teachers, donors of school property (living or deceased), and geographic areas. Facilities may not be named after active district employees. By Board policy, the superintendent is to recommend one name for each facility.

Preference is given to names that are recommended by citizens of the school attendance area. Therefore, it is required that school facility naming include endorsements from the following:

1. SBDM Council or other appropriate school based decision/advisory body and,
2. Parent Teacher Association, parent boosters and/or other appropriate parent representative bodies and,
3. Family Resource/Youth Service Center Advisory Board or,
4. Neighborhood Association or,
5. City Council or,
6. Business Association/Chamber of Commerce and,
7. The School Principal

School facility naming recommendations should be completed in packet form and be submitted to the superintendent/designee for preparation and submission to the Board of Education for approval.

All recommendations shall include a rationale to support the need of naming the facility and if being named after an individual, a biographical description of the individual to justify the request.



Jefferson County Board of Education
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218

JCPS BOE Members:

I am writing to express my support for the naming of the turf field located inside the Pat Crawford Stadium on the Ballard High School campus.

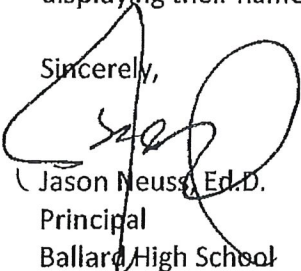
Ballard High School is the fortunate recipient of a generous donation by Dr. Mark and Cindy Lynn. As part of the donation, they have asked to have their names located on the turf field for the duration of two lifespans of the turf or 16 years, whichever is later.

Dr. Mark and Cindy Lynn's daughter, Dr. Brittany Lynn Holeman, is a 2004 Ballard graduate. Mark coached the women's lacrosse team while Brittany played, officiated field hockey, and Cindy was very involved with the swim team.

The Lynn family name is known within the Louisville community for their support of several facilities, including the Lynn Family Stadium, home to the Louisville FC of the USL Championship (USLC) and the Racing Louisville FC of the National Women's Soccer League (NWSL) and the Dr. Mark and Cindy Lynn Soccer Stadium on the University of Louisville Campus.

Ballard is extremely grateful to have such support and would like to recognize their generosity by displaying their name on the field.

Sincerely,



Jason Neuss, Ed.D.
Principal
Ballard High School



Jefferson County Board of Education
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218

Dear Jefferson County Board of Education Members:

We the members of the Ballard High School Site Based Decision Making Council are writing as a collective body to express our unanimous consent for the naming of the new turf field at Ballard High School.

The Lynn family, generous philanthropists throughout the Louisville community, has strong ties to Ballard, as their daughter Dr. Brittany Lynn Holeman, is a graduate of the class of 2004. This family has graciously offered us the funding for this field, and in return they ask that their name be associated with the field for the greater of two cycles of replacement or sixteen years.

It is rare that a school receives a donation as generous and kind as what the Lynn family has offered. Many of our students will have use of this field through athletics and the arts. The influence this will have on students and the school culture is far reaching.

Thus, we wish to thank them by naming the new turf field in their honor. This will not alter or replace the school's commitment to respect the legacy of our first principal, Pat Crawford, after whom our newly renovated stadium is named.

Sincerely,

Ballard High School
SBDM Council



Jefferson County Board of Education
VanHoose Education Center
3332 Newburg Road
Louisville, KY 40218

JCPS Board of Education Members:

I am writing to express the support from the Ballard PTSA for the naming of the turf field located inside the Pat Crawford Stadium on the Ballard High School campus.

Ballard High School is the fortunate recipient of a generous donation by Dr. Mark and Cindy Lynn. As part of the donation, they have asked to have their names located on the turf field for the duration of two lifespans of the turf or 16 years, whichever is later.

Dr. Mark and Cindy Lynn's daughter, Dr. Brittany Lynn Holeman, is a 2004 Ballard graduate. Mark coached the women's lacrosse team while Brittany played, officiated field hockey and Cindy was very involved with the swim team.

We are grateful for the Lynn family's loyalty to Ballard and their generosity. The support of Ballard Alumni and Ballard students' families makes a big difference in improving the education experience for every child at Ballard.

Sincerely,


Rebekah Shumway
Bruin Compassion Project Co-Chair
Bruin Freedom Project Chair
Ballard High School PTSA
2508 Paulcrest Ct
Louisville, KY 40242
502-345-3290