

AGREEMENT

THIS AGREEMENT is entered into the 28th day of July, 2021, between **The Dollywood Foundation**, a Tennessee nonprofit corporation (herein the "Foundation") and Boone County Schools (Florence Collins Ackerman) [ADD NAME OF LEGAL ENTITY] (herein the "Affiliate").

WITNESSETH:

WHEREAS, the Foundation's mission is to share the life and legacy of Dolly Parton as an inspiration for all children to Dream More, Learn More, Care More and Be More (the "Mission"); and

WHEREAS, as a result of this Mission, the Foundation has created "Dolly Parton's Imagination Library" to assist in the early educational development of children by providing children from birth through the age of five with monthly, age appropriate books, free of charge to the families of such children ("Book Gifting Program"); and

WHEREAS, Affiliate is also committed the early educational development of children in 41042 Zip Code (the "Geographical Area") and desires to provide "Dolly Parton's Imagination Library" through the Book Gifting Program to the children in the Geographical Area; and

WHEREAS, the Foundation and Affiliate have determined that it is in their mutual interest to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises set forth herein, the parties agree as follows:

1. Affiliate agrees that, with the assistance of the Foundation, it will provide "Dolly Parton's Imagination Library" through the Book Gifting Program in the Geographic Area, in accordance with the terms and conditions set forth herein.
2. Affiliate shall use the Foundation's registration and delivery system to distribute one (1) book per month, free of charge, to each child in the Geographical Area that has been registered in accordance with the guidelines established by the Foundation, which may change from time to time. Additionally, Affiliate shall be or partner with an entity qualified by the United States Postal Service for non-profit mailing rates.
3. Affiliate agrees to use the name "Dolly Parton's Imagination Library" and the official logo, attached hereto and made a part hereof as Addendum A (the "Logo"), in any and all written references to the Book Gifting Program, which shall include, but not be limited to, all

brochures, fact sheets, advertisements, digital media, book labels, leaflets, annual reports, prospectuses, and any and all other forms of public written communication about the Book Gifting Program and "Dolly Parton's Imagination Library" (the "Materials"). Prior to utilizing any Materials, Affiliate agrees to submit draft versions of all such Materials it will use for the Book Gifting Program to the Foundation below for review and approval. Affiliate agrees to only use Materials that have been approved by the Regional Director.

4. Affiliate agrees to make "Dolly Parton's Imagination Library", through the Book Gifting Program, available to every child under the age of five in the Geographic Area. Affiliate shall make reasonable efforts to register every child under the age of five and shall accept all pending registrations into "active" status before each monthly book order.

5. Affiliate shall register the home residence of each child for the delivery of the books, through the use of the United States Postal Service.

6. Affiliate agrees that the registration list shall be used solely for activities clearly related to the "Dolly Parton's Imagination Library", the Book Gifting Program, and this Agreement and Affiliate will not sell or use the registration list for any other purpose. Additionally, Affiliate agrees not to solicit the parents or guardians of any and all active participants in the Book Gifting Program for fees or donations of any kind. Affiliate agrees to abide by the Data Sharing Agreement attached hereto as Addendum B.

7. Currently, the approximate cost of the books and postage is \$25.00 per child per year, which is subject to change. Affiliate understands that it is responsible for (i) securing adequate funding to purchase the books through the Foundation, (ii) registering children from birth through the age of five (5) in the Geographical Area for the Book Gifting Program; and (iii) carrying out its other obligations as established by this Agreement. Affiliate understands and agrees that the Foundation does not provide any funding to the Affiliate to carry out the obligations set forth in this Agreement.

8. Affiliate shall pay the monthly invoices from the Foundation in full by the due date listed on each invoice. Affiliate shall utilize one of the payment options in accordance with the Foundation's Payment Policy attached hereto as Addendum C.

9. The name, likeness, and image of Dolly Parton are valuable and irreplaceable, for which Dolly Parton and the Foundation cannot be adequately compensated if damaged or compromised. Therefore, Affiliate shall not have any right to use, except with the prior written consent of the Foundation, or as specifically set forth in Paragraph 3 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 Book Gifting Program or otherwise, and whether during or after the Term of this Agreement. Except as is permitted in Paragraph 3 above, it is specifically understood and agreed by Affiliate that this Agreement prohibits the use of the name "Dolly Parton" and any image of Dolly Parton or her personal logos in photographs, written advertisements, and any other manner, without the prior

written consent of the Foundation. The provisions of this Paragraph shall survive the termination of this Agreement.

10. Affiliate shall obtain written permission from the Foundation's Book Publishing Partner to (i) use cover and internal artwork; and/or (ii) perform live dramatic performances, from the books distributed to Affiliate through the Book Gifting Program. Affiliate agrees to contact the Foundation, in writing, with any requests in regard to (i) and (ii) herein.

11. (a) Affiliate shall not directly or indirectly, for or through itself or any other person or business entity, in any capacity, undertake to replicate or compete with "Dolly Parton's Imagination Library" or the Book Gifting Program except with the prior written consent of the Foundation (the "Competition Restriction"). This Competition Restriction specifically prohibits the use of the name, publisher, and mail service used by the Foundation, "Dolly Parton's Imagination Library" and the Book Gifting Program, unless prior written consent by the Foundation is granted. This Competition Restriction applies to the Geographical Area and to any and all other areas or localities, and shall remain in full force and effect for a period of five (5) years from the date of expiration or earlier termination of this Agreement. Affiliate hereby acknowledges and confirms that a breach of this Competition Restriction will cause immediate and irreparable injury, loss, and damage to the Foundation, "Dolly Parton's Imagination Library" and the Book Gifting Program and that an adequate remedy at law for such injury, loss, or damage may not exist. Therefore, 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 Competition Restriction, in addition to any other remedies that may be available to the Foundation at law or in equity.

(b) Affiliate shall not directly or indirectly, for or through itself or any other person or business entity, in any capacity, share, utilize, publicize, replicate, or profit from any and all non-public, proprietary information obtained from the Foundation or any entity working with the Foundation, including, but not limited to, the Book Order System, the book and mailing pricing, and the Book Gifting Program.

(c) Neither the Foundation nor Affiliate will make any public disclosure of this Agreement without the prior written consent of the other party hereto.

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

13. This Agreement may be cancelled by either party by providing one hundred twenty (120) days' written notice to the other party prior to the end of the Term or Renewal Term, as the case may be, of this Agreement. Additionally, if Affiliate shall breach any of the terms or conditions of this Agreement, the Foundation may terminate this Agreement by written notice delivered in accordance with Paragraph 17 below and this Agreement shall immediately terminate upon the giving of such notice. Upon termination, Affiliate shall (i) immediately return all Materials in Affiliate's possession to the Foundation, (ii) pay all invoices for book orders placed

up to the date of termination, and (iii) cease using any Materials associated with "Dolly Parton's Imagination Library", and the Book Gifting Program.

14. The parties agree that Tennessee law shall apply to the terms and conditions of this Agreement and the parties agree to jurisdiction in the courts located in Tennessee.

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

16. Affiliate may not assign this Agreement without the written consent of the Foundation. Upon approval by the Foundation and the assumption of this Agreement by such approved assignee, except for the provisions set forth in Sections 9 and 11 of this Agreement, Affiliate shall be released from all future liability under this Agreement.

17. In the event that notices are required for any reason under the terms of this Agreement, all notices, shall be in writing and given by (a) hand delivery; (b) express overnight delivery service; (c) certified or registered mail, return receipt requested; or (d) electronic mail message, and shall be deemed to have been delivered upon (i) receipt, if hand delivered; (ii) the next Business Day, if delivered by a reputable express overnight delivery service; (iii) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested; or (iv) confirmation of electronic transmission. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below or to such other address or such other person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided herein:

If to The Foundation:

The Dollywood Foundation
111 Dollywood Lane
Pigeon Forge, TN 37863
Telephone: 865-428-9606

Fax: 865-428-9612

Email:

If to the Affiliate:

Boone County Schools
8330 US Hwy 42
Florence, KY 41042
Telephone: 859-283-1003
Fax: 859-282-2376
Email: lindsay.chappell@boone.kyschools.us
Kathy.oebler@boone.kyschools.us
leslie.harney@boone.kyschools.us

18. Affiliate agrees at all times to indemnify and save harmless the Foundation from and against any and all claims, actions, damages, liabilities and expenses, including, but not limited to, attorneys' and other professional fees and expenses, in connection with loss of life, personal injury and/or damage arising from the use by Affiliate of the Book Gifting Program, or arising from any breach or default in the performance of any obligation on Affiliate's part to be performed under this Agreement, or resulting from or arising out of the act or omission of Affiliate, its agents, employees or invitees.
19. No provision of this Agreement shall be deemed waived or amended except by a written instrument setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.
20. This Agreement constitutes the entire agreement between the Foundation and Affiliate and there are no other representations, warranties or agreements, written or oral, between the Foundation and Affiliate with respect to "Dolly Parton's Imagination Library", the Book Distribution Program or this Agreement. Notwithstanding anything in this Agreement to the contrary, upon the execution and delivery of this Agreement by the Foundation and Affiliate (a) this Agreement shall supersede any previous discussions, agreements, term sheets or commitment letters, (b) the terms and conditions of this Agreement shall control notwithstanding that such terms are inconsistent with or vary from those set forth in any of the foregoing agreements, and (c) this Agreement may only be amended by a written agreement executed by the Foundation and Affiliate.
21. This Agreement shall commence on and be effective July 28th 2021, and shall expire one (1) year thereafter (the "Term"). The Agreement shall automatically renew each subsequent year (the "Renewal Term") unless written notification is provided by either party to the other in accordance with the notice and cancellation provisions of Paragraphs 13 and 17 of this Agreement.

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

THE FOUNDATION:

THE DOLLYWOOD FOUNDATION

By: Boone County Schools
Name: Leslie Harney Lindsay Chappell, Kathy
Its: Family Resource Center coordinators
Date: July 28th 2021

AFFILIATE:

By: Boone County Schools
Name: Leslie Harney, Lindsay Chappell,
Its: Family Resource Center coordinating Kathy
Date: 7-28-21 Goehler

ADDENDUM A	Brand Guide Page 20, Logo Usage and Co-branding
ADDENDUM B	Data Sharing Agreement
ADDENDUM C	Payment Policy

LOGOS: Affiliate Use

Below you will find the two approved templates for affiliates to identify themselves as associates of the Imagination Library using our official DPIL logo. When using the trademarked name 'Imagination Library' to identify the local program, the official DPIL logo is the only logo that may be used. There should not be a person's name or title (other than Dolly Parton's) before or after 'Imagination Library'. An organization name or covered geographical area name may be used with 'Imagination Library', however if the organization name or covered geographical area is used before 'Imagination Library,' it may not be in the possessive form:

1. Examples that work: *Sevier County Imagination Library* or *Imagination Library of Sevier County*
2. Example that **does not** work: *Sevier County's Imagination Library*.

If using a local affiliate organization's name and logo in addition to Dolly Parton's Imagination Library, the co-branding formula below may be used.

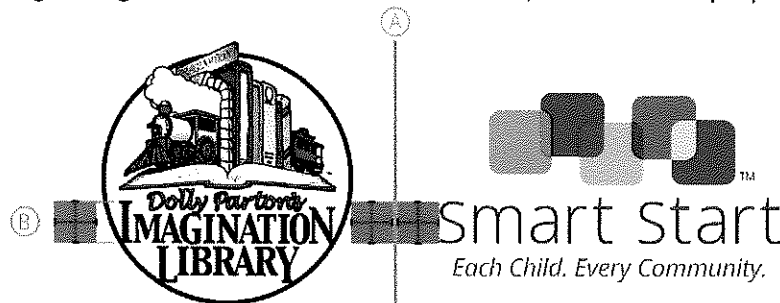
The DPIL logo should appear on the left side as pictured below.

OFFICIAL DPIL LOGO TEMPLATES: Area at the bottom allows for the affiliate name to be entered into the secondary, outer ring or beneath the logo using the public domain font named Century Schoolbook Bold.



Affiliate Name Here

CO-BRANDING FORMULA: An existing affiliate logo may be placed next to the Imagination Library's official logo using the below indicated line element, distances and proportions.



A: Use a gray stroke of 50% black and equal in weight to the black circular stroke in the Imagination Library's logo. The stroke should be as tall as the Imagination Library logo from the tallest point to the base.

B: The height of the initial capital "I" in "IMAGINATION" should be maintained between each logo and the gray line.

Both logos should have equal visual weight but the affiliate logo should never be larger than that of the Imagination Library's logo.

DOLLY PARTON'S IMAGINATION LIBRARY • BRAND STANDARDS 2020

Addendum B

The Dollywood Foundation - Affiliate Data Sharing Policy

Updated: February 2020

All Book Order System (BOS) Users who have access to confidential data agree to strictly adhere to The Dollywood Foundation policies detailed in this agreement.

The Dollywood Foundation complies with the international data protection standards of General Data Protection Regulation (GDPR). GDPR defines The Dollywood Foundation (DWF) as a Data Controller for Dolly Parton's Imagination Library (DPIL), responsible for the secure capture, storage, use and disposal of all Personally Identifiable Information (PII) captured in association with the program. Our lawful basis for processing PII is consent of the parents on behalf of their minor children. In addition to agreeing to the Terms & Condition and Privacy Policy, all parents or authorized adults explicitly consent to the following:

I hereby explicitly consent to allow the Dollywood Foundation, Inc. to use the information provided herein for the purposes of participating in Dolly Parton's Imagination Library book gifting program. To measure the benefits of this program we may create datasets with the information provided herein and share them with research and educational advancement partners. By checking the box and continuing this registration you expressly consent to the terms set forth herein.

As a BOS User, you agree to receive confidential data from The Dollywood Foundation and to observe the following security provisions in capturing, storing, using and disposing of the data.

1. Policy for data capture

a. All registration information, change of address information or Personally Identifiable Information (PII) offered by families participating or seeking to participate in Dolly Parton's Imagination Library may *only* be entered into the Book Order System (BOS) made available by the Dollywood Foundation. It is not permissible to capture PII through any other website, database or service.

b. Data may be submitted by the registering parent or authorized adult online at imaginationlibrary.com, via DPIL's online registration embedded on another website or via an approved Dolly Parton's Imagination Library paper registration brochure that includes the Dollywood Foundation's explicit consent language. Paper registrations must be promptly entered into the BOS by an approved user and all paper registrations shall be destroyed after 30 days. Absolutely no other source or method may be used to capture DPIL information.

2. Policy for data storage

- a. The location of *all copies* of the data must be carefully tracked.
- b. Any downloaded data, such as monthly child lists, may only be stored on an encrypted external hard drive, on a password protected desktop computer or on an encrypted, password protected laptop. PII should never be stored in an online cloud drive.
- c. Personally Identifiable Information (PII), including names, addresses, email addresses, phone numbers, and the like may never be uploaded to third party software or contact management tools not provided by The Dollywood Foundation.
- d. Data files, both electronic and paper, *must* remain secure throughout the duration of data storage.

3. Policy for data usage

- a. Any BOS User are required to have their own username and password, and this login information may not be shared with anyone else.
- b. Only registered BOS Users may access data. Data may not be shared with any other individuals outside those detailed in a Research Data Sharing Agreement provided and explicitly approved by The Dollywood Foundation.

**If a BOS User receives a court order to provide confidential data held in the BOS, the User agrees to promptly direct any such request to The Dollywood Foundation's Data Protection Officer at dpo@imaginationlibrary.com. As the Data Controller, it is The Dollywood Foundation's responsibility to address court orders for information.*

- c. BOS User shall not permit any individual to utilize the BOS if such individual has been charged with and/or convicted of any crime involving children.
- d. Data may only be used in a manner that respects privacy and confidentiality of all concerned parties, especially regarding registered children and their parents and caregivers.
- e. Data may only be used for the purposes of running reports, investigating mailed books, updating addresses and contact information, addressing mailing issues and research as outlined in 3.b.
- f. Publicly available discussions, presentations and reports based upon the confidential data may not include information that would make it possible to identify a registered child, parent or address registered or previously registered for DPIL.

- g. Internal discussions and reports should protect the privacy, anonymity and confidentiality of all concerned parties and must ensure that any internal document not become publicly available.
- h. Internal documents that contain any PII must clearly be marked “confidential—for internal use only”
- i. Data from the BOS containing PII may never be sent in the body of or attached to an email or any similar, unsecured communication.

4. Policy for data disposal

a. The data *must* be destroyed in accordance with The Dollywood Foundation’s Data Retention Policy as follows (also outlined in the foundation’s Terms and Conditions available at imaginationlibrary.com):

The Dollywood Foundation, Inc. is committed to keeping personally identifiable information from Dolly Parton’s Imagination Library participants for a limited time by adhering to a model that retains information only as long as necessary to allow for research and program reporting.

Program Affiliate Access:

The full registration record will be maintained in the Book Order System from date of registration up to the month of child’s 5th birthday. Upon month of child’s 5th birthday, program Affiliates are able to access an amended record, with the child’s name and account email removed, for 12 months. Upon the month of child’s 6th birthday, the registration record is no longer available to program Affiliates in the Book Order System.

The Dollywood Foundation, Inc. Access:

The full registration record is maintained in the Book Order System for program administration, research and program reporting from date of registration up to the month of child’s 11th birthday. Upon month of child’s 11th birthday, The Dollywood Foundation, Inc. will anonymize the registration record, permanently deleting all personally identifiable information (PII), and retain the anonymized record in the Book Order System for program reporting until the Dollywood Foundation ceases operation.

- b. Any child list or PII downloaded from the BOS should be permanently deleted within 12 months.
- c. Data Deletion Requests - DPO will remove, contact affiliate to delete on all downloaded childlists.

5. Compliance

a. As the Data Controller, The Dollywood Foundation reserves the right to audit any partner to ensure compliance with the policies detailed in this agreement. If any of the policies are not followed, The Dollywood Foundation may immediately terminate access to the BOS and participation with Dolly Parton's Imagination Library program.

Addendum C - U.S. Payment Policy

Updated February 2020



Invoicing

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Book Orders will take place each month and generate a corresponding invoice. Invoices are:

- Emailed immediately following the Book Order.
- Dated the first day of the month following the Book Order.
- Due within 10 days of the Invoice Date.

Past Due

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The Dollywood Foundation will communicate Past Due notices via email to the Affiliate's Billing Contact in advance of the next Book Order. At the time of each monthly Book Order, any affiliate with a Past Due invoice will be moved from Operating status to Temporarily Inactive status, and books will not be ordered.

Payment Options

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- **Auto-Pay:** (technically called Direct Debit) The Dollywood Foundation automatically withdraws payment from the Affiliate's bank account using the direct debit process through our bank. It is the easiest option, as once signed up you do not have to do anything. You will be kept informed of balances. * Most popular payment option*
- **ACH Transfer:** (Automated Clearing House Transfer) Note: *This is different than online bill-pay; ask your bank if this option is available* The Affiliate electronically pays the monthly invoice using their bank's electronic payment ACH Transfer system. If you use this payment option, you **must** enter your affiliate's MNEMONIC code in the description/memo line so that we can ensure payment is posted to the proper account.
- **Pre-Pay:** (also called credit balance) With this method, Affiliate sends a large amount of funds every so often, and The Dollywood Foundation applies a credit to your invoice until the pre-payment is exhausted. You will still receive an invoice, but it will show a zero balance. If at any point our Imagination Library partnership ends, all outstanding invoices will be paid from the fund balance and remaining funds will be returned to you.

Please direct inquiries to invoice@dollyfoundation.com.