

EXCLUSIVE SCOREBOARD NAMING RIGHTS & ADVERTISING AGREEMENT

1. **PARTIES:** This Scoreboard Advertising Agreement (this "Agreement") is entered into on January 26, 2022, between Whitaker Bank Inc. (hereinafter "Whitaker Bank"), Garrard County School District, Garrard County High School and Garrard County Middle School (hereinafter "Garrard County Schools"). Whitaker Bank & Garrard County Schools are each individually referred hereinafter as a "Party", and collectively as the "Parties".
2. **PURPOSE:** Whitaker Bank has proposed to obtain sole & exclusive naming and advertising rights on the top of the new scoreboard to be installed at the Dyehouse Stadium Field located at 304 W Maple Avenue Lancaster, KY 40444, as depicted on the attached Exhibit A (hereinafter "Football Scoreboard"), and the filming tower there to, as depicted on the attached Exhibit B (hereinafter "Filming Tower"). Garrard County Schools have agreed, in exchange for the consideration set forth herein, that Whitaker Bank shall be granted the rights to place Whitaker Bank advertisements on the Football Scoreboard for the life of the scoreboard and on the Filming Tower for the life of the filming tower. Garrard County Schools have agreed to grant Whitaker Bank the exclusive naming & advertising rights to the Football Scoreboard and Filming Tower as set forth in this Agreement.
3. **PAYMENT:** Whitaker Bank agrees to pay Garrard County Schools a total payment of \$18,634.29 (\$13,634.29 for the Football Scoreboard and \$5,000 for the Filming Tower improvements... both quotes include Whitaker Bank banner sponsorship signage and freight). The Football Scoreboard shall be purchased and installed with the funds from Whitaker Bank and other funds available to Garrard County Schools. The Filming Tower improvements shall be completed with the funds from Whitaker Bank.
4. **GRANT OF NAMING & ADVERTISING RIGHTS:** In exchange for the Payment delivered to Garrard County Schools in accordance with #3 above, Garrard County Schools grants Whitaker Bank sole & exclusive right to place and maintain naming advertisements on the top of the Football Scoreboard and Filming Tower for the life of the Football Scoreboard and Filming Tower.
5. **INSTALLATION AND MAINTENANCE:** Garrard County Schools shall assume all costs and risk of loss related to the installation and maintenance of the Football Scoreboard and Filming Tower. Garrard County Schools assume the responsibility of installation of the scoreboard and Whitaker Bank banner signage (front of the Football Scoreboard as well as the front and back of Filming Tower).
6. **RIGHT OF FIRST REFUSAL:** Upon the expiration of the life of the Football Scoreboard and Filming Tower, Whitaker Bank shall have the option to sponsor with the sole & exclusive naming and advertising rights on new Football Scoreboard(s) and/or Filming Tower. The Board acknowledges Whitaker Bank's commitment to the Garrard County Schools and the Bank's desire to provide ongoing support to the athletic programs of the School District. In appreciation and recognition of the Bank's commitment, the Board agrees to provide Whitaker Bank with timely notice of any future similar sponsorship opportunities to

facilitate the Bank's continued support of these programs before soliciting any similar sponsorship gift from any other donors.

7. **Future Athletic Facilities - GCHS Football Field:** Whitaker Bank shall have the first right to sponsor the Football Scoreboard at the new Garrard County High School Football Field that will be located at 599 Industry Rd Lancaster, KY 40444. The Board acknowledges Whitaker Bank's commitment to the Garrard County Schools and the Bank's desire to provide ongoing support to the athletic programs of the School District. In appreciation and recognition of the Bank's commitment, the Board agrees to provide Whitaker Bank with timely notice of any future similar sponsorship opportunities to facilitate the Bank's continued support of these programs before soliciting any similar sponsorship gift from any other donors.
8. **ENTIRE AGREEMENT:** This Agreement is the Parties' entire agreement with respect to its subject matter and supersedes all other agreements, written or oral relating to that subject matter.
9. **MODIFICATIONS:** This Agreement shall not be amended, modified, waived or adjusted except in writing signed by all Parties.

GARRARD COUNTY SCHOOL DISTRICT

WHITAKER BANK INC.

By: Kevin Stull, Superintendent

By: Elmer K. Whitaker, President & CEO

By: Jerry Browning, Board of Education Chairman

By: Jessica Fyfe, Marketing Representative