

AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20 __, between **The Dollywood Foundation**, a Tennessee nonprofit corporation (herein the "Foundation") and Estill County Board of Education [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 Estill County (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:

Telephone: _____

Fax: _____

Email: _____

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 _____, 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: _____
Name: _____
Its: _____
Date: _____

AFFILIATE:

By: _____
Name: _____
Its: _____
Date: _____

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