

## **EXCLUSIVE SCOREBOARD NAMING RIGHTS & ADVERTISING AGREEMENT**

1. **PARTIES:** This Exclusive Scoreboard Naming Rights & Advertising Agreement (this "Agreement") is entered into on October \_\_, 2023 (the "Effective Date"), between Whitaker Bank, Inc. ("Whitaker Bank") and Mercer County Schools ("Mercer County") (individually, each a "Party" and/or, collectively, the "Parties").
2. **PURPOSE:** Mercer County plans to install two new LED scoreboards (the "Scoreboards") at its Mercer County Senior High School Gymnasium currently used for Basketball and Volleyball (the "Gym"). Whitaker Bank has proposed to obtain, and Mercer County has agreed, in exchange for the consideration set forth herein, to grant Whitaker Bank certain naming and advertising right on the Scoreboards in accordance with the terms of this Agreement (the "Whitaker Bank Rights"), including as depicted in "Exhibit A."
3. **PAYMENT:** In exchange for grant of the Whitaker Bank Rights, Whitaker Bank agrees to pay Mercer County a total of Twelve Thousand, One Hundred, Fifty-Four Dollars and Forty-Three Cents (\$12,154.43) (the "Whitaker Bank Funds") in accordance with the payment details included in "Exhibit B."
4. **GRANT OF EXCLUSIVE NAMING & ADVERTISING RIGHTS:** The Whitaker Bank Rights shall include the right and ability of Whitaker Bank to place advertisements on the Scoreboards for the life of each of the Scoreboards, respectively, including the sole and exclusive right and ability of Whitaker Bank to include static advertisement on the "logo panel" of both of the new Scoreboards. The Parties acknowledge and agree that the Scoreboards will only include one, static logo panel each and thus, that no other advertisements, besides Whitaker Bank's advertisement, will appear on the Scoreboards. For the avoidance of doubt, the Parties further hereby agree that during the life of each of the Scoreboards, respectively, Whitaker Bank shall be permitted to place all such advertisements on the Scoreboards without any additional cost to Whitaker Bank beyond the Whitaker Bank Funds described above.
5. **INSTALLATION AND MAINTENANCE:** Mercer County shall be responsible for purchase and installation of the Scoreboards and shall use the Whitaker Bank Funds, and any other of its own or other sourced funds necessary, for this purpose. Further, Mercer County shall assume all costs and risks of loss, damages, or liability related to the purchase, installation, and/or maintenance of the Scoreboards, and hereby agrees to hold Whitaker Bank harmless from and against any such loss, damages, liability, or claims relating thereto. If applicable, Mercer County hereby assumes the responsibility of removing any scoreboard(s) currently in use at its Gym in order to replace them with the new Scoreboards.

6. **RIGHT OF FIRST REFUSAL:** The Parties understand and agree that this Agreement shall continue for the life each of the Scoreboards, respectively, and also that the following events may later occur:

- i) at the end of such life of the either or both of the Scoreboards, Mercer County may need or choose to replace the scoreboard(s) in its Gym with new and/or different scoreboard(s) and/or scorer's table;
- ii) during or at the end of the life of either or both of the Scoreboards, Mercer County may need or choose to add an additional scoreboard, scorer's table, or other similar asset for use in its Gym;
- iii) during or at the end of the life of either or both of the Scoreboards, Mercer County may need or choose to replace the Gym contemplated in this Agreement with a new Gym; and/or
- iv) during or at the end of the life of either or both of the Scoreboards, Mercer County may need or choose to replace and/or add an additional scoreboard, scorer's table, or other similar asset at one of its other athletic facilities beyond the Gym (e.g. football field, soccer field, baseball field, etc.).

Upon any such event, Whitaker Bank shall have the right of first refusal to retain the sole and exclusive naming and advertising rights on any later replacement scoreboard and/or other additional scoreboard or other similar asset to be used in the current Gym or future Gymnasium, in the case that such facility is replaced during or at the end of the life of either or both of the Scoreboards, and/or the right of first refusal to obtain naming and advertising rights on any new assets to be used at any other athletic facility beyond the Gym. The Parties hereby agree to negotiate in good faith for a continuation of this Agreement for such rights, or for the acquisition of new rights, as applicable in the case of other assets and/or assets to be used at any other athletic facility beyond the Gym, on terms and in exchange for additional consideration to be negotiated between the Parties at that time. At such time, an offer cannot be made to or accepted from another sponsor or potential sponsor without Whitaker Bank first having the right to consider and match or reject such offer. For the avoidance of doubt, to the extent Whitaker Bank purchases other advertisements with or for Mercer County beyond the Scoreboards contemplated in this Agreement (i.e. advertisement on/in another medium beyond the Scoreboard(s) to be used in the Gym and/or separate advertisement or assets at another facility), then such agreement for other, distinct rights shall be subject to separate written agreement between the Parties.

7. **TERMINATION:** Either Party shall have the right to terminate this Agreement upon a default of the other Party in performance of any of its obligations and/or responsibilities as stated herein, if such default is not cured within 30 days following receipt of written notice from the other Party of such default. If this Agreement is



terminated pursuant to this Section 7 due to the default of Mercer County, Whitaker Bank shall be refunded a percentage of the Whitaker Bank Funds on a pro-rated basis based on the time that has elapsed since the Effective Date (i.e. higher percentage refund if such termination is closer in time to the Effective Date). In the case of such event, the Parties agree to negotiate in good faith amongst themselves to determine a fair and reasonable percentage to be refunded to Whitaker Bank.

8. **GOVERNING LAW; DISPUTE RESOLUTION:** This Agreement shall be deemed to have been executed and delivered in the Commonwealth of Kentucky and shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky. In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties agree to first attempt to negotiate in good faith amongst themselves for at least 30 days, in an effort to reach a fair and equitable settlement of the dispute. To the extent the Parties cannot reach such a settlement of their dispute, then the Parties hereby agree that any such dispute shall be settled by binding arbitration before a mutually agreed upon arbitrator and in accordance with mutually agreed upon arbitration procedures. To the maximum extent permitted by law, each Party hereby waives all rights to a trial by jury to resolve any disputes between the Parties arising out of or relating to this Agreement.

9. **MISCELLANEOUS:**

Each Party represents, warrants, and agrees that it has the full power and authority to enter into this Agreement and to carry out all of its obligations and/or responsibilities contemplated herein. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns, and reference to a Party to this Agreement shall be construed to include its successors and assigns.

This Agreement is the Parties' entire agreement with respect to the subject matter contained in this Agreement and shall supersede all other agreements, written or oral, relating to that subject matter. All exhibits attached to this Agreement are incorporated herein by reference and shall be considered to be part of this Agreement for the purposes stated herein.


This Agreement shall not be amended, modified, waived, or adjusted except in writing signed by both Parties.

**MERCER COUNTY SCHOOLS**

**WHITAKER BANK, INC.**

---

By: Jason Booher, Superintendent, Mercer  
County Schools



---

By: Elmer K. Whitaker, President & CEO

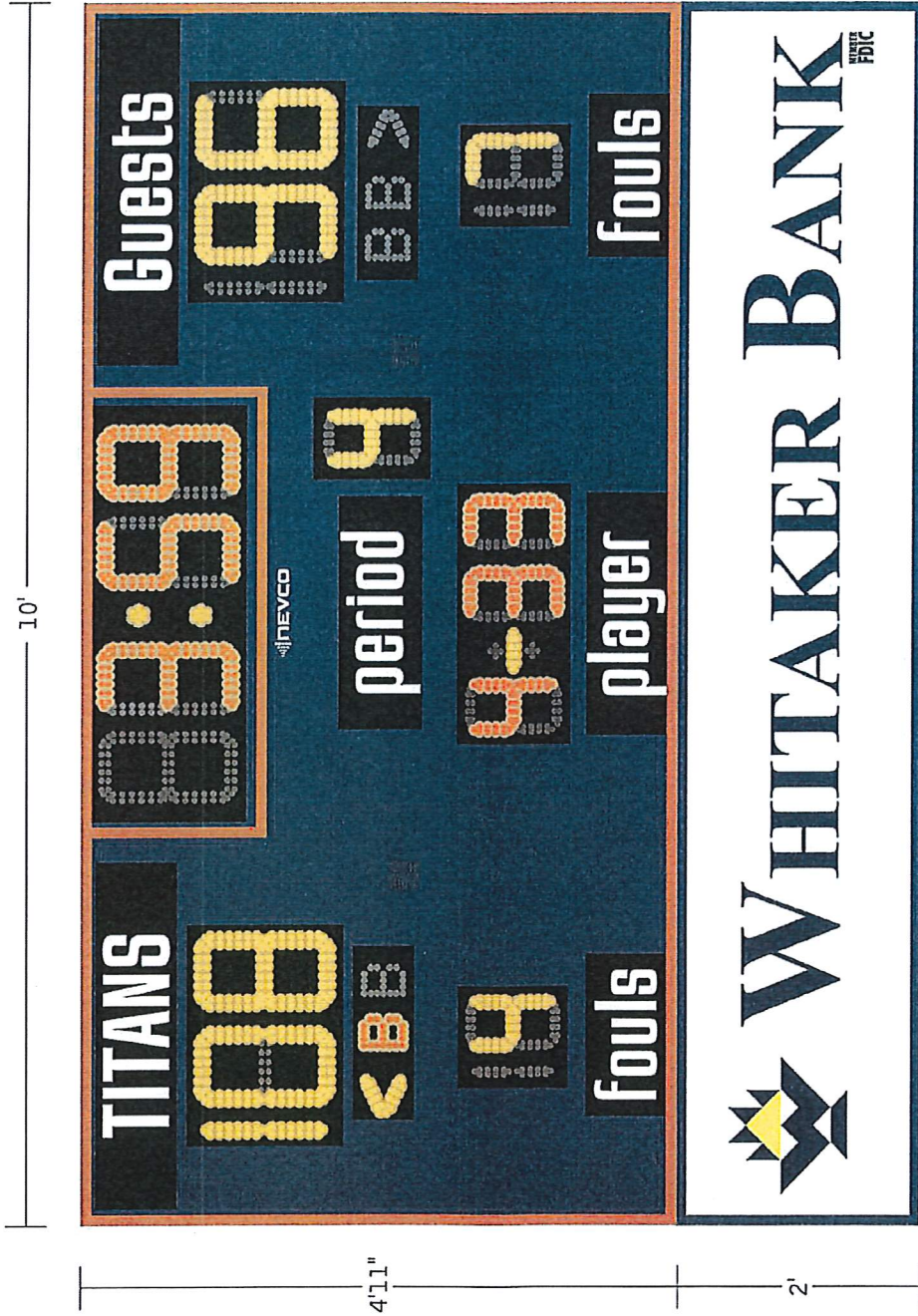
---

By: Randy Phillips, Chairman  
Mercer County Schools Board of Education

EXHIBIT "A"

PROOF INCLUDES:

- Model 2712 Basketball  
LED Scoreboard  
10'W x 4'11"H x 8"D  
Scoreboard Color: 184 Royal Blue  
Custom Team Name: TITANS  
Custom Striping: 186 Red
- Non-Illuminated Sign  
10'W x 2'H



SIGNATURE OF APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

This rendering is for conceptual purposes only. It may not be to exact scale or specifications and should not be used for installation purposes. Every effort has been made to make it as accurate as possible. Beams and or pillars are for illustration only. Engineering specifications may require changes in the quantity, size and/or shape of beams and pillars to meet installation requirements. Nevco assumes no obligations or liability regarding the viability of applicability of existing structures. THIS DRAWING IS THE PROPERTY OF NEVCO INC. AND SHALL NOT BE REPRODUCED, COPIED, SHARED OR DISTRIBUTED WITH ANYONE OTHER THAN THE INTENDED STAFF OR CLIENT OF THE PROPOSED PROJECT WITHOUT THE EXPRESSED PERMISSION OF NEVCO INC.



INTEGRATED DISPLAY AND  
SCORING SOLUTIONS  
[WWW.NEVCO.COM](http://WWW.NEVCO.COM)





EXHIBIT "B" QUOTES  
Pg 1 & 2 LED Scoreboards (2)



Account Name	Mercer County Senior High School	Created Date	9/2/2023
Quote Number	00157930	Expiration Date	<del>4/2/2023</del>
Contact Name	Donald Smith	Prepared By	Updated Quote good to 10-27-23...Per phone call w/ Scott Chalk
Title	Boys Athletic Director	Title	Display and Scoring Consultant
Phone	8597337160	Phone	(502) 229-4667
Email Address	<a href="mailto:donald.smith@mercervschools.us">donald.smith@mercervschools.us</a>	Fax	(618) 664-0398
		Email Address	<a href="mailto:schalk@nevco.com">schalk@nevco.com</a>

Quantity	Model/Part #	Product Description	Line Item Description	Color	Dimensions L x H x W/D	Unit Price	Discount	Total Price
2.00	2712-NL	Basketball/Volleyball/Wrestling LED Scoreboard with Amber/Red Digits	Red LEDs	#140 Royal Blue	10'x4'11"x8"	USD 4,667.00	15.00%	USD 7,933.90
2.00	235-5000 Non-Std Caption-Indoor	Caption In Place of Standard - Indoor	TITANS			USD 49.00	15.00%	USD 83.30
2.00	235-5030	Striping 1" - Indoor Models (perimeter/timer)		#103 Cardinal Red		USD 164.00	15.00%	USD 278.80
2.00	ADI 10-2	Non-illuminated Indoor Sign			10'x2'	USD 714.00	15.00%	USD 1,213.80
1.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)			0.9'x0.8'x4"	USD 1,240.00	15.00%	USD 1,054.00
2.00	MPCW-7 Indoor Rec	Receiver MPCW-7 (Wireless) for indoor scoreboards				USD 575.00	15.00%	USD 977.50
1.00	MPCW Case	MPC/ MPCW Control Carrying Case			1.7'x1.1'x8"	USD 90.00	15.00%	USD 76.50

Ttl Shipping Wt (lbs)	810	Subtotal	USD 11,617.80
County	Mercer	Freight	USD 536.63
Total Savings!	USD -2,050.20	Total	USD 12,154.43

Due to the current supply chain environment, freight pricing and anticipated schedule for delivery along with performance of services are subject to change.

Additional Notes



Sourcewell ID #199516

#### Sourcewell

Nevco is proud to be a Sourcewell partner. By using Nevco's Sourcewell contract pricing you can have confidence the competitive bid process is satisfied, saving you time and money. We have been rigorously vetted and approved to be Sourcewell's scoreboard, video display, and scoring solution provider throughout the United States and Canada.

To complete an order under this competitive contract, ensure your Sourcewell membership number is prominently listed on your purchase order or letter of intent when placing an order.

#### Billing/Shipping Information

Bill To Name	Mercer County Senior High School	Ship To Name	Mercer County Senior High School
Bill To	1124 Moberly Rd Harrodsburg, KY 40330-9177 USA	Ship To	1124 Moberly Rd Harrodsburg, KY 40330-9177 USA

#### Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order Address	Nevco Sports, LLC 301 East Harris Ave Greenville, IL 62246-2151	Remit To Address	Nevco Sports, LLC P.O. Box 74758 Chicago, IL 60694-4758 800.851.4040 / 618.664.0360
------------------------	---	------------------	--

#### Quote Acceptance

Signature _____	Title _____
Name _____	Date _____

Quote Number

00157930

Visit Our Website

[www.nevco.com](http://www.nevco.com)

Pg 2