

Sponsor #: KR220126  
Contract #: 635-295633  
Date: April 02, 2025



*Sponsor:*

**Jefferson County Public Schools**  
Attn: Carolyn Callahan  
3332 Newburg Road  
Louisville, KY 40218

*Bill To:*

**Jefferson County Public Schools**  
Attn: Carolyn Callahan  
3332 Newburg Road  
Louisville, KY 40218

This Marketing and Sponsorship Agreement ("Agreement"), effective as of the date set forth above, between Sponsor and LOUISVILLE SPORTS PROPERTIES, LLC ("Provider"), relates to sponsorship opportunities and specific inventory items at University of Louisville, solely with respect to its athletics department ("University"). Provider, University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. The parties agree as follows:

*Benefits:* Each Contract Year (as defined below) during the Term (as defined below), Provider will provide Sponsor the benefits described on **Exhibit A** ("Benefits").

*Term:* Unless sooner terminated as set forth herein, this Agreement's term shall be three (3) Contract Years, beginning effective 07/01/2025 and ending 06/30/2028 ("Term"). Either party may terminate this Agreement effective at the conclusion of each Contract Year (06/30/2027) by, no later than January 1 of such Contract Year, providing the other party written notice of its desire to do so.

*Sponsorship Fee:*

<b>Contract Year</b>	<b>Cash Amount</b>
2025-2026	\$75,000.00
2026-2027	\$77,250.00
2027-2028	\$79,568.00

*Additional Provisions:*

1. No agency commission(s) or fee(s) are included in the above Cash Amount(s). Sponsor is solely responsible for paying each such Cash Amount(s) pursuant to the below Installment Billing Schedule.
2. "Contract Year" means July 1 through June 30 each year during the Term.
3. This Agreement is governed by the additional Terms and Conditions set forth on **Exhibit B**.

**INSTALLMENT BILLING SCHEDULE**

<b>Invoice Date</b>	<b>Invoice Amount</b>
9/1/2025	\$75,000.00
9/1/2026	\$77,250.00
9/1/2027	\$79,568.00

Invoices will be emailed from [learfieldinvoicing@learfield.com](mailto:learfieldinvoicing@learfield.com), please add this as a safe sender in email. Sponsor may submit each payment by check, credit card (credit card payments are subject to a surcharge fee not to exceed three percent (3%) where applicable, excluding CO, CT and MA) or ACH/wire transfer. If Sponsor elects to pay via ACH/wire transfer, then Sponsor must send a remittance, identifying the applicable customer number and invoice number to [ar@learfield.com](mailto:ar@learfield.com). If Sponsor elects to pay by check, then Sponsor must send the check, together with a remittance, identifying the customer number and invoice number, to the following remittance address, unless or until Provider directs otherwise: LEARFIELD, c/o Learfield Communications, LLC, P.O. Box 843038, Kansas City, MO 64184-3038. If Sponsor elects to pay by credit card or ACH/wire transfer, then Sponsor must request applicable account information from Provider. **With respect to processing Sponsor's payment(s) hereunder, Provider will not engage with any third-party payment processor (e.g., Ariba, PayModeX).**

*Terms: Due Net Thirty (30) Days*

*Checks made payable to LOUISVILLE SPORTS PROPERTIES, LLC*

AGREED AND ACCEPTED:

Jefferson County Public Schools

LOUISVILLE SPORTS PROPERTIES, LLC

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Dr. Marty Pollio Name: John Penny

Title: Superintendent Title: VP, General Manager

Date: \_\_\_\_\_ Date: 5/8/2025

*Thank you for your business!*  
*For billing inquiries, please contact Provider's Office of Accounts Receivable at (336) 831-0737.*

## Exhibit A

### Benefits

<u>Provider</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
Louisville Sports Properties, LLC	Baseball	Radio	<b>In-Game Spot (Local Louisville) (30 Seconds)</b> Description: :30 Local In-Game Spot during each Baseball broadcast	1	Season
Louisville Sports Properties, LLC	Basketball - Men's	Promotions	<b>On-Court Promotion</b> Description: Mutually agreed upon branded on-court promotion Note: Game selection based on availability	1	4
Louisville Sports Properties, LLC	Basketball - Men's	Radio	<b>Pre-Game Spot (Local Louisville) (30 Seconds)</b> Description: :30 Local Louisville Pre-Game Spot during each Men's Basketball broadcast	1	Season
Louisville Sports Properties, LLC	Basketball - Men's	Tickets/Suites/Parking	<b>Single Game Ticket</b> Description: Ticket to one selected Regular Season Home Game	4	4
Louisville Sports Properties, LLC	Basketball - Women's	Promotions	<b>On-Court Promotion</b> Description: Mutually agreed upon branded on-court promotion Note: Game selection based on availability	1	4
Louisville Sports Properties, LLC	Basketball - Women's	Radio	<b>Pre-Game Spot (Local Louisville) (30 Seconds)</b> Description: :30 Local Louisville Pre-Game Spot during each Women's Basketball broadcast	1	Season
Louisville Sports Properties, LLC	Basketball - Women's	Tickets/Suites/Parking	<b>Single Game Ticket</b> Description: Ticket to one selected Regular Season Home Game	4	4
Louisville Sports Properties, LLC	Daily Show	Radio	<b>Cardinal Insider Show Spot (Network) (30 Seconds)</b> Description: Network :30 during Cardinal Insider, year-round	1	Season
Louisville Sports Properties, LLC	Fan365	Digital	<b>Fall Fan365 Display Banner</b> Description: Fan365 for season long digital display media campaign targeting school fans. 250,000 guaranteed add-on impressions. Includes delivery on OAS. Campaign reporting includes impressions and clicks.	1	Season
Louisville Sports Properties, LLC	Football	Promotions	<b>On-Field Promotion</b> Description: Mutually agreed upon branded on-field promotion Note: Game selection based on availability	1	2
Louisville Sports Properties, LLC	Football	Radio	<b>Pre-Game Spot (Local Louisville) (30 Seconds)</b> Description: :30 Local Louisville Pre-Game Spot during each Football broadcast	1	Season
Louisville Sports Properties, LLC	Football	Tickets/Suites/Parking	<b>Single Game Ticket</b> Description: Ticket to one selected Regular Season Home Game	4	2
Louisville Sports Properties, LLC	Volleyball	Signage	<b>Courtside LED (TV Visible)</b> Description: A minimum of 8 minutes of LED signage per match during all regular-season home volleyball matches. Partners are displayed in 1 minute rotations. A total of 8 minutes per match guaranteed.	1	Season

Extended Season Games. If, due to a University team's Extended Season participation, Provider, and/or its authorized radio affiliates, transmits radio broadcasts associated with any such participation, then Sponsor agrees its advertisements and/or sponsor recognitions will air on any such broadcasts at the same advertising frequency as during the regular season, based on the below rates:

- \$300 net per football broadcast.
- \$300 net per men's basketball broadcast.
- \$300 net per women's basketball broadcast.
- \$300 net per baseball broadcast.

Each such amount will (i) be additional to the fees payable as otherwise set forth in this Agreement, (ii) be due and payable to Provider within Thirty (30) Days following Sponsor's receiving an invoice from Provider and (iii) as applicable, increase three percent (3%) per Contract Year.

as a result of the termination or (ii) pay Provider for Benefits received but not yet paid for, but in no event will either party have any further liability or obligation to the other party under this Agreement. In the event of this Agreement's termination as a result of a University Notice, Sponsor will have no obligation to pay the Sponsorship Fee for the period after the effective termination date. Notwithstanding the foregoing, in lieu of this Agreement terminating because of a University Notice, Provider and Sponsor may negotiate for a period of thirty (30) days following Provider's receiving the University Notice in order to determine whether alternative benefits can be offered to Sponsor and, if offered, whether they are acceptable to Sponsor ("Alternative Benefits"). If Alternative Benefits are offered and accepted, then this Agreement will not terminate as a result of the University Notice but instead will remain in full force and effect with the Alternative Benefits. Notwithstanding any other provision herein, whether either party agrees to Alternative Benefits or an amendment to this Agreement is within the party's sole discretion.

Preparation of Promotional/Sponsorship Materials. Provider is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but Sponsor can obtain from Provider any such services for an additional service fee. Sponsor is responsible for timely submitting to Provider its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features, Internet displays and/or any other creative materials, as applicable, for Benefits ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to Provider's written approval, which approval will not constitute approval as to conformity with any federal, state or local laws or regulations. If, by the deadline date (which Provider will provide Sponsor), Provider has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display, or if, after the deadline date, Sponsor submits to Provider copy corrections of applicable Sponsorship Materials, then Provider will not be obligated to publish Sponsorship Materials (or corrected Sponsorship Materials, as the case may be). Provider's failure to publish Sponsorship Materials (or corrected Sponsorship Materials) due to Sponsor's failure to meet the deadline date, however, in no way will relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the Installment Billing Schedule. Sponsor shall indemnify, defend and hold harmless Provider and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Provider's publishing Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provides, approves or requests.

Compliance. In connection with Sponsor's activities hereunder, during the Term, Sponsor shall comply with the policies, rules and regulations of University and any athletics conference to which University belongs (as Provider may provide Sponsor

from time to time), as well as the National Collegiate Athletic Association's ("NCAA") constitution, bylaws and rules (publicly available at [www.ncaa.org](http://www.ncaa.org)). Sponsor shall indemnify, defend and hold harmless Provider and University, and each of their parents, subsidiaries, affiliates, officers, trustees, employees and agents, from and against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach or alleged breach of this section's provisions.

Effect of Breach. If Sponsor fails to make a payment by such payment's due date, as set forth in the Installment Billing Schedule (and fails to cure any such non-payment within ten (10) days after receiving from Provider written notice with respect thereto), then Provider reserves the right to suspend delivery (or provision) of Benefits to Sponsor and/or to terminate this Agreement, effective upon written notice from Provider to Sponsor. If Sponsor breaches the University Marks section (including, without limitation, any unauthorized use of University Marks) or the Compliance section, then Provider reserves the right to terminate this Agreement effective upon written notice from Provider to Sponsor. If Provider terminates this Agreement before the Term concludes due to Sponsor's uncured breach, then Sponsor will remain liable for all payments due under this Agreement whether accruing before or after such termination. Sponsor agrees and acknowledges that, in the event of such uncured breach, Provider will be a lost volume seller and, as such, will have no obligation to mitigate its damages hereunder.

Cross-Default. In the event of an uncured breach in any agreement other than this Agreement between Sponsor and Provider or any affiliate of Provider, Provider will have the right to terminate this Agreement effective upon written notice to Sponsor.

Limitation of Liability. In no event will either party be liable for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party alleged to be liable has knowledge of the possibility of such damages, whether under contract, tort (including negligence), strict liability or any other theory of liability; provided, however, nothing shall limit Provider's right to seek full payment of the Sponsorship Fee (without any obligation to mitigate) due to Sponsor's material breach hereunder. Provider will not, under any circumstances, be liable for any amount in excess of the total Sponsorship Fee actually paid to Provider in the twelve (12) months prior to the date any claim is asserted.

Unforeseen Events. If, due to public emergency or necessity, epidemic or pandemic, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical or technological breakdowns beyond its control and without its fault, Provider is unable to perform any of its obligations hereunder, then Provider will not be liable to Sponsor, except to the extent of providing Sponsor suitable mutually agreed upon Alternative Make-Good Benefits. Until such time as Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fee to Provider as set forth above. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ironwood, a Marsh & McLennan Agency, LLC Co 4401 Northside Parkway NW Suite 800 Atlanta GA 30327	<b>CONTACT NAME:</b> Tanya Roberts <b>PHONE (A/C, No, Ext):</b> (404) 503-9100 <b>FAX (A/C, No):</b> (404) 503-9101 <b>E-MAIL:</b> troberts@ironwoodins.com <b>ADDRESS:</b>																					
<b>INSURED</b> Learfield Holdco, LLC Learfield Communications, LLC 5400 Lyndon B Johnson Fwy; Suite 100 Dallas TX 75240	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Great Northern Insurance Company</td><td>20303</td></tr><tr><td>INSURER B:</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER D:</td><td>AIG Specialty Insurance Co.</td><td>26883</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great Northern Insurance Company	20303	INSURER B:	Federal Insurance Company	20281	INSURER C:	ACE American Insurance Company	22667	INSURER D:	AIG Specialty Insurance Co.	26883	INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:** 24-25 Learfield Main**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		36047995	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		73604088	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		78181011	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71750236	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insured: Louisville Sports Properties, LLC

Jefferson County Public Schools are included as additional insureds on the General Liability, Automobile Liability, and Umbrella Liability policies as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Board of Education of Jefferson County  
Attn: Insurance/Real Estate Dept  
3332 Newburg Road  
Louisville KY 40218

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE