

NONEXCLUSIVE LICENSE AGREEMENT

This Nonexclusive License Agreement ("Agreement") is entered into this ____ day of _____, 2025, by and between the Christian County Board of Education, a public body corporate whose address is 200 Glass Avenue, Hopkinsville, Kentucky 42240 (hereinafter referred to as the "Board"), and WHOP Broadcasting, Inc., a Kentucky corporation whose address is P.O. Box 709, Hopkinsville, Kentucky 42241 (hereinafter referred to as "Licensee" or "HOP").

RECITALS

- WHEREAS, the Board operates the Christian County Public Schools, which currently include two high schools, namely, Hopkinsville High School (mascot: Tigers) and Christian County High School (mascot: Colonels);
- WHEREAS, beginning in August 2026, these two schools will be consolidated into a single high school known as Christian County High School, whose mascot will be the Tigers;
- WHEREAS, HOP operates a radio station known as HOP, which broadcasts on FM channels 95.3, 98.7, and 99.3 and AM channel 1230, and also streams content online;
- WHEREAS, HOP has historically broadcasted sports and athletic events for both Hopkinsville High School and Christian County High School;
- WHEREAS, the Board and HOP desire to enter into a nonexclusive license agreement whereby HOP may describe itself as the Official Broadcast Partner of the Hopkinsville Tigers, Christian County Colonels, and, beginning in August 2026, the Christian County Tigers;

AGREEMENT

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

1. Grant of License

The Board hereby grants to HOP a nonexclusive, royalty-free license to use the names and mascots: "Hopkinsville Tigers," "Christian County Colonels," and "Christian County Tigers," and to refer to HOP as the "Official Broadcast Partner" of these school athletic programs during the term of this Agreement.

2. Scope of Use

Licensee may use the licensed names in:

- On-air and online broadcasts,

- Promotional materials,
- Advertising,
- Social media and websites, and
- Event sponsorships,

provided such use is consistent with public school values and does not misrepresent the nature of the partnership.

3. Term and Termination

a. Initial Term: This Agreement shall be effective as of the date first written above and shall continue for a period of two (2) years.

b. Automatic Renewal: The Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least sixty (60) days before the expiration of the then-current term.

c. Termination for Cause: Either party may terminate this Agreement upon thirty (30) days' written notice in the event of a material breach by the other party that is not cured within said notice period.

4. Consideration

In exchange for the license granted herein, HOP agrees to:

- a. Continue its broadcast coverage of the schools' athletic events;
- b. Provide reasonable technical assistance, mentorship, training, and educational support to students and faculty involved in media-related academic pathways at the new Christian County High School, beginning in August 2026; and
- c. Cooperate with school personnel to support student learning in broadcasting and media production.

5. Ownership and Limitations

- a. The Board retains all ownership rights in the school names, logos, and mascots.
- b. This license is nonexclusive and does not restrict the Board from entering into similar arrangements with other broadcasters or media outlets.
- c. HOP shall not sublicense, assign, or transfer the rights granted herein without the prior written consent of the Board.

6. Standards and Quality Control

HOP shall use the licensed names and designations in a dignified and respectful manner consistent with the Board's policies and values. The Board reserves the right to review and object to any use it reasonably deems inappropriate or misleading.

7. No Endorsement

This Agreement does not constitute an endorsement by the Board of any commercial product or service provided by HOP or its affiliates.

8. Indemnification

WHOP agrees to indemnify and hold harmless the Board, its employees, and officials from and against any claims, damages, liabilities, and expenses arising from HOP's use of the licensed marks and related content under this Agreement.

9. Miscellaneous

- a. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
- b. Entire Agreement: This document represents the entire agreement between the parties and supersedes all prior discussions or understandings.
- c. Amendments: No amendment or modification shall be effective unless in writing and signed by both parties.
- d. Notices: All notices under this Agreement shall be in writing and delivered to the addresses listed above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CHRISTIAN COUNTY BOARD OF EDUCATION	WHOP BROADCASTING, INC.
By: _____ Tom Bell, Chair Date: _____	By: _____ Jeff Sisk, General Manager Date: _____