



Updated: 12/19/2025



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North Oldham High School

Saturday, March 28, 2026

EVENT CONTRACT

ACCOUNT: North Oldham High School

SALES MANAGER: Andrea Davis

CONTACT: Claudette Herald

ADDRESS: 800 West Main Street
Louisville, KY 40202

EMAIL: claudette.herald@oldham.kyschools.us

PHONE: 502.588.7209

PHONE: 815-382-9642

ADDRESS: 1815 Hwy 1793
Goshen, KY 40026

EVENT SUMMARY

Date	Time	Location	Areas	Guests	Event Type
3/28/2026	8:00 pm - 11:00 pm	Louisville Slugger Museum & Factory	Skybox	280	School Event

ROOM RENTAL

Qty		Price	Total
1	Skybox (Friday-Sunday)	\$3,200.00	\$3,200.00

ESTIMATED BILLING

	Total
Room Rental	\$3,200.00

	Total
Subtotal	\$3,200.00
Sales Tax	\$0.00
Tax ID: B1197	\$0.00
Grand Total	\$3,200.00
Deposit (Due 12/26/2025)	<u>Pay Now</u> \$3,200.00
Estimated Amount Due	\$3,200.00

Pay Now



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North Oldham High School

Saturday, March 28, 2026

TERMS AND CONDITIONS

This Confirmation and Contract is a part of and incorporates herein by reference Main St Bourbon LLC d/b/a Barrels & Billets Custom Bourbon ("B&B") as a wholly owned subsidiary of the Hillerich & Bradsby Co. ("H&B") and also includes H&B's other divisions: Louisville Slugger Museum & Factory ("LSMF") and The Skybox ("Skybox"). Document: CAMPUS RENTAL CONTRACT - GENERAL CONDITIONS AND TERMS.

I. FACILITIES

Hillerich & Bradsby Co. ("H&B") has certain facilities available at its campus for temporary rental. H&B offers the following areas: LSMF Museum and Atrium, Skybox, Barrels & Billets, Clubhouse, and Dugout. "Renter" is the entity defined in the Confirmation and Contract for Campus Rental Event ("CCR"), which is attached and incorporated herein by reference.

II. RENTALS

A. Times:

5:00 pm - 12 am Seven days a week for the Museum and Atrium

8:00 am- 12 am Seven days a week for Clubhouse

8:00 am- 12 am Seven days a week for Dugout

8:00 am - 12 am Seven days a week for Skybox

Mon. 6:00 pm -11:00 pm, Tues. & Weds. 8:00 am - 11:00 pm, Fri-Sun 6:00 pm - 11:00 pm for B&B

*staffing times can be altered only on a case-by-case basis

B. Renters have access to identified H&B exhibits and areas unless access to any area is specifically restricted in the terms of individual rental contracts.

C. H&B provides a Host and Security guard for all evening rentals. Guided tours or other special arrangements must be confirmed and specified in the individual rental contract and will involve extra costs. H&B may have the ability to add additional workers at the Renter's expense.

D. Evening rental rates include up to four (4) hours of facilities usage (example: 7 pm - 11 pm.) Events that last more than four hours or extend past 12 am (B&B rentals have a strict cut-off time of 12 am midnight) will be assessed additional rental fees in advance. Should the Renter wish to extend the length of the evening event past the

agreed-upon timeframe, additional time may be prearranged at least ten (10) business days prior to the event at the cost of \$500 per hour. Additional time not prearranged cannot be guaranteed and, if available, is \$600 per hour. Daytime space extensions are managed on an as-needed basis.

III. BILLING AND CANCELLATION POLICIES

- A. The Renter shall inform H&B of the size of the renting party at the time of booking. The Renter shall be responsible for advising H&B no later than five (5) working days prior to the Renter's event of any increase in attendance.
- B. The full room rental fee, as quoted in the CCR, will be due within 7 days of receipt of the contract. H&B will not consider a Rental Contract as being confirmed and in full force and effect until it has received a signed copy of the agreement, and receipt of deposits noted above. Renters will receive a Final Confirmation of Rental notice when the terms specified above have been met. If H&B has not received the required deposit funds as specified above, it may, as its sole option, conclude the CCR null and void.
- C. For Daytime Rentals, the balance due of all rental fees is payable 14 days prior to the event. Any event booked within that time frame will pay the full rental fee at the time of booking.
- D. If the balance due of all rental or other fees and deposits has not been received as requested, H&B reserves the right to cancel the CCR. In the event of cancellation by H&B, the Renter shall have no right to use H&B facilities and shall forfeit all fees and deposits paid up to that time as liquidated damages.
- E. Rental deposit is a non-refundable fee. To receive a refund of remaining Rental Fees based on a complete cancellation of a rental event, H&B must receive notice of cancellation at least sixty (60) days prior to the rental date. Cancellations made less than sixty (60) days prior to a rental date will not receive a refund of the total of Rental Fees paid by the Renter up to that time. If H&B is able to re-book the date to another client, Renter will be eligible to receive a refund of 50% of Rental Fees paid up to that time. Any such refund will be made at the sole discretion of H&B. No Rental Fee refunds of any kind will be made for cancellations made within five (5) business days prior to the event. In the event the Renter needs to change the event date, Renter may do so once to use the paid deposit. If another request is made, the event will be canceled, and the Renter forfeits the paid deposit.
- F. Fees for special arrangements are fully refundable up to five (5) business days prior to the event unless H&B has incurred or will incur any costs directly related to special arrangements. Any costs incurred will be deducted from fees paid prior to a refund being made. No refunds will be made on special arrangements for cancellations

made within five (5) business days prior to the event.

- G. If actual attendance at the Renter's evening event exceeds the number upon which rental fees were agreed H&B will subtract the difference from any Damage Deposit refund due the Renter or bill the Renter for the difference at H&B's option. H&B will not refund monies for events that have less attendance than anticipated.
- H. H&B's performance of this Agreement is subject to acts of God, war, government regulation, disaster, civil disorder, or other emergency, making it, in H&B's sole opinion, inadvisable, illegal, or impossible to hold the event. If the event is canceled under the aforementioned provision, all Rental Fees, Special Arrangement Fees, and Damage Deposits will be fully refunded, and H&B will be held harmless in all ways for any expenses incurred by the Renter. If the Renter wishes to reschedule the event, H&B will apply all monies paid to the rescheduled event.
- I. The undersigned individually and/or as agent for the organization listed above as "Renter" acknowledges receipt of, has read and understands the General Conditions and Terms related to the Campus Rental Contract of Hillerich & Bradsby Co. and agrees to be bound by them and to pay the fees and the requirements set forth in this CCR for the Rental Event set forth above.

IV. FOOD SERVICE AND FURNITURE AND EQUIPMENT RENTALS

- A. Guests may not bring their own alcohol into H&B or take alcohol out of H&B. H&B, through B&B, is the only approved licensed Concessionaire (Bar Service) that may serve and transport alcohol, within the H&B Campus. Guests may only take unopened purchased bottles or home kits out of B&B. Only an approved B&B STAR Trained employee may serve alcohol within the B&B distillery and experience space.
- B. All alcoholic beverages served within the B&B distillery and experience space must be purchased from B&B. Special requests for alcoholic beverages beyond those normally bottled within the distillery will be available only for purchase and consumption during contracted events with types and brands to be specified in the CCR. B&B is the sole provider of alcoholic beverages within the H&B Campus, and therefore, no changes in the order may be made within (14) days of the event. Costs for additional alcoholic beverages will be added to the overall cost of the rental charged and are non-refundable within (14) days of the event.
- C. The safety of our guests is paramount. Hillerich & Bradsby Co. will ensure that all patrons can enjoy themselves without concern for their own safety. Hillerich & Bradsby Co. and its agents, representatives, and employees reserve the right to refuse the supply and consumption of alcohol to any person or entity, within the entirety of the Hillerich & Bradsby Co. campus who is showing symptoms of intoxication, excessively rowdy behavior or unruliness and/or harassment of staff or other patrons. Hillerich & Bradsby Co's event management and staff have full discretion to invoke and apply this right to any other renter, renter's agents and/or

representatives, anytime throughout the agreed upon contract time. K.R.S.244080.

- D. Any and all Concessionaire (Bar Service) provided alcohol will be set aside and allocated to and for the specified Renter for that Renter's confirmed date and time of their event. All non-consumed, purchased for Renter, Concessionaire provided alcohol will remain on the H&B Campus and will be stored and disposed of per Kentucky Statutes 243.355.
- E. The Renter may consume and purchase alcohol at designated locations throughout the H&B Campus. All alcohol will be served by an H&B approved B&B STAR trained employee, per current KY distillery regulations.
- F. All catering, beverages or other food services and charges or entertainment charges are extra and are to be independently contracted by Renter. Renter is required to use an appropriately licensed contractor approved by H&B. Renter is liable to H&B for any damage caused by Renter's contractors.
- G. No food or beverages of any kind are to be brought into the H&B by Renter or guests, without prior approval. This restriction applies to any time the Renter enters H&B, including preset times and meetings prior to and following the event and during the actual event.
- H. Placement, set-up and removal of all rental items such as tables, chairs, special linens, or audio-visual equipment are the complete responsibility of the Renter. H&B has a limited amount of tables, chairs and audio-visual equipment in stock that can be used by Renter at no additional cost.

V. RULES

- A. H&B does not permit smoking in any area.
- B. B&B's bottling room is for authorized B&B employees only. Renter and Renter's guests are not allowed in the bottling room at any time.
- C. Background music and lighting are subject to H&B approval.
- D. The use of glitter, confetti, tinsel, rice or birdseed is strictly prohibited at H&B events. If Renter fails to abide by this rule, H&B will administer a cleaning fee to cover extra cleaning time needed in relation to the use of such materials plus charge for H&B supervision of clean up. H&B will bill the Renter for the additional cleaning fee following the event.
- E. The use of non-helium balloons is limited, and Renter must get H&B's permission for use prior to the event. The use of non-helium balloons may result in an additional cleaning fee being assessed after the event. Helium balloons are permitted in and

with the rental of The Clubhouse only.

- F. All deliveries – equipment, supplies, materials, etc. – are to be approved by and prearranged with the H&B's sales staff. Delivery and pickup are to be on Main Street unless otherwise agreed. H&B cannot be responsible for storing any of the Renter's belongings before or following the Event, and all materials are to be removed from H&B's premises immediately following the Event.
- G. Renter's conduct will at all times be consistent with the high quality, uniqueness, and value of the H&B surroundings. At H&B's sole discretion, security personnel will remove any person creating a nuisance, acting in an abusive or threatening manner, or endangering other visitors, themselves, or the physical environment of H&B.
- H. H&B is not responsible for loss, damage or theft of personal property at any rental event. Renter shall indemnify and hold H&B harmless from and against any and all claims of loss, damages or theft of Renter's or Renter's guests, invitees, etc. personal property or personal injuries. Any and all loss, damage, or theft caused by the negligence of any H&B employee shall be rectified and the damaged party made whole.
- I. Renters may not move, alter or otherwise change any exhibit, artifact or display in place at the time of their rental event.
- J. Food and drinks are not permitted in the Museum Gallery unless the renter pays a \$500 refundable damage deposit along with a \$250 staffing fee.
- K. For preservation of the museum exhibits, red wine cannot be served in the Museum & Atrium.
- L. Candles cannot be used.
- M. Only tabletop decorations may be used. Nails, tacks, screws, tape, or other fasteners or adhesives may not be used.

VI. PARKING FOR DAYTIME AND EVENING EVENTS

- A. H&B cannot guarantee Renter parking for any event. There is a public garage adjacent to the facility, plus various street parking.
- B. The Renter hereby releases, discharges, holds harmless, and waives any claim against Hillerich & Bradsby Co. and its subsidiaries and affiliates, all claims for losses, injuries, death of or damage to persons or property (including loss of use of property) sustained to or by the Renter in connection with parking or access thereto and from. This indemnity shall be effective as to any loss or damage arising from parking services offered by the Renter, volunteers, third parties, or any agent, employee, or invitee of the Renter. Any and all loss, damage caused by the

negligence of any H&B employee shall be rectified and the damaged party made whole.

VII. INDEMNIFICATION/INSURANCE

- A. Renter shall further indemnify, defend, and hold harmless the Hillerich & Bradsby Co. and its subsidiaries and affiliates, its officers, directors, contractors, vendors, employees, and agents, and each of them, from any and all claims, actions, causes of action, losses, expenses, demands or liabilities of whatsoever kind and nature including judgments, interest, attorney's fees, and all other costs, fees, expenses and charges which Hillerich & Bradsby Co., its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of Renter, guests, its officers, directors, employees, vendors, agents, contractors, or invitees.
- B. Renter shall maintain no less than \$500,000 of insurance covering any damage or loss of Hillerich & Bradsby Co.'s property. The certificate provided must list Hillerich & Bradsby Co. as the certificate holder.

For information about your rental event, please contact:

Andrea Davis

Director of Events

Telephone: (502) 588-7227

Email: events@hb1884.com

Hillerich & Bradsby Co.

800 West Main Street

Louisville, KY 40202

Renter's Signature

Claudette Z. Herald

December 22, 2025

Staff Signature

Printed Name: Shelby Lockman, Event
Coordinator

Signed: 12/19/2025 at 11:33 am

Shelby Lockman, Event Coordinator

North Oldham High School



Customer	Ryan Wheat South Oldham High School 502-544-1397	Order Number	
		Created Date	12/17/2025
		Expiration Date	30 days
		Payment Terms	Deposit: \$3,250 down payment
	Claudette Herald Oldham County Schools		Year 1: \$3,250 due 1 week after install
			Years 2-5: \$6,500 annually

Customer Contact	South Oldham High School	WIN Contact	Connor Walsh
		Phone	610-710-6138
Email	ryan.wheat25@gmail.com	Email	Connor.walsh@winreality.com
Bill to Name	Same as Customer	Ship to Name	Ryan Wheat
Bill To Address		Ship to Address	

Category	Description	Price	Game Maximum per year	Subscription Term	Subscription Start Date
Smart Park System	SmartPark AI	\$6,500/yr	100 games	5 years	Upon completion of the SmartPark AI installation

Standard Terms

1. Prices are valid through to the Expiration Date specified above and throughout the subscription term if accepted by Customer prior to the Expiration Date.
2. All fees are payable in US dollars.
3. The contents of this Order Form are confidential.

Additional Terms and Conditions

- Customer agrees that WIN is the exclusive provider of in-game ball tracking, biomechanics, bat tracking, and automated balls and strikes services.
- Customer agrees the price per game, above the 100 game maximum per annum, is sixty-five (65) dollars. Charges for the game count on all installed fields will be invoiced at the same time each month, with partial months billed on a pro-rata basis.

The products and/or services indicated above are governed by the terms and conditions of this Order Form and the attached Terms and Conditions unless an amended or alternative agreement has been mutually executed by the parties. In the event of a dispute between the terms of this Order Form and the Terms and Conditions, this Order Form shall take precedence.

Customer:	WIN Reality, LLC.
By: <i>Claudette Herald</i>	By: <i>Connor Walsh</i>



Name: <u>Claudette Herald</u>	Name: <u>Connor Walsh</u>
Title: <u>Superintendent</u>	Title: <u>Regional Sales Rep</u>
Date: <u>2025-12-19</u>	Date: <u>12/17/25</u>



SMARTFIELD AI SYSTEM TERMS AND CONDITIONS ("Agreement")

IMPORTANT - ALL USE OF THE HARDWARE, SOFTWARE, DATA AND SERVICES PROVIDED UNDER THIS AGREEMENT IS GOVERNED BY, AND SUBJECT TO, THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INDICATING YOU AGREE TO THESE TERMS, OR BY INSTALLING AND/OR USING THE HARDWARE OR SOFTWARE (INCLUDING CONTINUED USE FOLLOWING AN UPDATE OR AN UPGRADE), YOU, OR THE ENTITY YOU REPRESENT ("CUSTOMER") ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CUSTOMER SHOULD NOT INDICATE IT AGREES TO THESE TERMS AND CUSTOMER WILL NOT HAVE ANY LICENSE TO, OR RIGHT TO USE, ANY PART OF THE SOFTWARE OR TECHNOLOGY. WIN REALITY LLC'S ("WIN") ACCEPTANCE IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER BY WIN, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND WIN AND YOU SHOULD PRINT AND KEEP A COPY OF IT.

1. DEFINITIONS.

1.1. "Authorized Users" means those users who are given access to the System by Customer and are entitled to use the System in accordance with this Agreement and all applicable documentation.

1.2. "Confidential Information" means: (a) the Software, Technology and Data; and (b) any business or technical information of WIN or Customer, including but not limited to any information relating to WIN's or Customer's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" and, if orally disclosed, reduced to writing by the disclosing party within thirty (30) days of such disclosure.

1.3. "Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trademark rights, trade secret rights, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.4. "Data" means data, video, images and other materials included in or collected and/or created by the System or provided by WIN for use in the System.

1.5. "Order" means the order to which these terms and conditions are attached. The Order contains particulars with respect to the Hardware, Software, services, term, price, shipping fees, taxes and other details.

1.6. "Software" means WIN's proprietary software products (whether downloadable or non-downloadable (i.e. cloud-based or firmware or such) software) in object code form only, and related documentation, identified in the applicable Order and licensed for use by Customer pursuant to this Agreement, including any error corrections and updates thereto provided by WIN to Customer under this Agreement.

1.7. "System" means the combination of Hardware, Software, Data, services and support used by Customer during the Subscription.

2. SUBSCRIPTION.

2.1. **Description.** WIN offers, on a subscription basis, a suite of hardware, software and support services to its customers (the "Subscription"). Customer selects the parameters of its System and Subscription and is presented its final choices in the Order. The Subscription may include access to the SMARTFIELD AI Network if so indicated on the Order. Among other things, Customer may access Data from other users on the Network, and all Data collected and created under this Agreement will be provided to and shared by the Network and all Network users. Customer agrees that WIN is, and will continue to be, Customer's exclusive provider of in-game ball tracking, biomechanics services, bat tracking, and automatic balls and strikes.

2.2. Hardware.

(a) The System contains hardware ("Hardware"), the design, functionality, features, trade secrets, Confidential Information and proprietary rights (the "Technology") of which are proprietary to WIN and its suppliers and are protected by the laws of the United States and international treaties. Notwithstanding transfer of title and risk of loss to the Hardware, if any, the Technology is licensed to Customer and not sold and WIN and its suppliers retain all right, title and interest in and to the Technology and all accompanying Intellectual Property Rights. Customer is granted no interest in, other than a license to use, the Technology and use of the Hardware is subject to the terms and conditions of this Agreement. Customer agrees that it will not, and will not allow others to, reverse engineer, disassemble or otherwise attempt to discover the Technology, except to the extent expressly permitted by applicable law. Customer is granted no rights to make a derivative work, improvement, or other modification to the Hardware. Hardware is shipped FCA, WIN's facility (Incoterms 2010).

(b) Within two (2) business days of receipt of the Hardware, Customer shall inspect the System for damage or nonconformance. If no written notice is provided within such period, the System will be deemed accepted. Customer shall cooperate with WIN's installation and calibration team, provide access to power and network connections, and comply with installation requirements provided by WIN.

2.3. **Software.** Subject to all the terms and conditions of this Agreement, during the term of the Subscription as set forth on the applicable Order, WIN grants to Customer a limited, personal, non-sublicensable, non-transferable, non-exclusive license to use the Software included with or used by the System, and the Data, only for, and to the extent necessary for, Customer's and its Authorized Users' personal, internal use of the System and only in accordance with any documentation that accompanies it. Customer is also granted a limited, personal, non-sublicensable, non-transferable, non-exclusive license to use the Data to the extent necessary to make use of the System. Except as expressly and unambiguously permitted by this Agreement, Customer shall not, nor permit anyone else to, directly or indirectly: (i) copy (except for a reasonable number of backup copies), modify, or distribute the Software; or (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software (except where the foregoing is required by applicable local law, and then only to the extent so permitted). Customer shall maintain and not remove or obscure any copyright or other proprietary notices on the Software. As between the parties, title, ownership rights, and intellectual property rights in and to the Software, and any copies or portions thereof, shall remain in WIN and its suppliers. Customer understands that WIN may modify or discontinue offering the System, or any component thereof, at any time. The Software is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Customer any rights not expressly granted herein.

2.4. **Usage Limitations.** Customer's use of the System, and any component thereof, may be subject to usage limitations and other restrictions as described in the applicable Order (e.g., number of users, accounts, etc.) Exceeding such usage limitations or restrictions may result in additional charges for which WIN will invoice Customer in accordance with this Agreement. Failure to pay such additional charges may result in termination of Customer's Subscription.

2.5. **Maintenance and Support Services.** WIN will maintain 99% service uptime of the Software, excluding planned maintenance, power failures or causes outside of WIN's control (e.g., force majeure). WIN will promptly identify, address, and resolve any defects, bugs, or errors in the Software. Hardware components failing under normal use will be repaired or replaced at WIN's expense. Customer misuse, relocation, or damage caused by external conditions is excluded. For Hardware errors, WIN will use commercially reasonable efforts to provide a prognosis within three (3) business days.

3. CUSTOMER OBLIGATIONS.

3.1. **Safety.** Customer is solely responsible for the safety of Authorized Users during their use of the System and for the safety of those in the proximity of an Authorized User using the System. Customer will read and follow all safety guidelines provided by WIN for the System and will constantly monitor and supervise all use of the System to ensure the Authorized User and bystanders are safe and secure.

3.2. **Installation Requirements.** Customer, or 3rd party field operator, shall provide 120V GFCI-protected power within 6 feet of the computing enclosure, on-site internet access, and safe mounting locations per WIN's installation specifications. Customer, or 3rd party field operator, shall assist with access, measurements, and calibration. Customer, or 3rd party field operator, will provide uninterrupted access to the field, dugout and other facilities as agreed in advance. WIN will first attempt to connect to the System via cellular data, but if not available Customer, or 3rd party field operator, will be required to provide WIFI access. Customer acknowledges that to properly perform its obligations under this Agreement WIN may require access to Customer's, or 3rd party field operator's, premises, property, equipment, and other information and/or documentation that WIN reasonably requests from Customer and in accordance with the delivery and installation dates agreed to in the applicable documentation. If Customer, or 3rd party field operator, fails in the timely provision of such access, or fails to provide other reasonable access or cooperation, or cancels or reschedules any delivery and/or installation later than thirty (30) days prior to the agreed upon schedule, and such failure, cancellation or rescheduling requires additions, corrections or modifications related to WIN's performance, or results in costs to WIN, Customer will reimburse WIN for resulting costs.

4. **OWNERSHIP.** WIN and its suppliers presently own and will continue to own all worldwide right, title, and interest in and to the Software, Technology and Data, including without limitation all modifications, revisions and derivative works thereto, by whomever made, and all worldwide Intellectual Property Rights therein. Customer will not delete nor in any manner alter the copyright, trademark, and other proprietary rights notices of WIN or its suppliers appearing on the Software or Technology as delivered to Customer.

5. PAYMENT.

5.1. **Fees and Charges.** Customer will pay to WIN the subscription fees and other charges set forth in the Order in accordance with the payment schedule set forth therein. If the Order does not include a payment schedule, then payment of subscription fees is due annually, in advance without invoice. Subscription fees are non-cancelable and non-refundable.

5.2. **Payment Terms and Taxes.** Customer will pay all amounts due under this Agreement in United States dollars and no later than thirty (30) days from the invoice date. All past due amounts will incur interest at a rate equal to the lower of 1.5% per month or the highest rate permitted by law, beginning as of ten (10) days after the applicable due date. Customer will be responsible for, and will promptly pay, all applicable taxes of any kind (including but not limited to sales and use taxes) associated with this Agreement or Customer's receipt or use of the System or the performance of services hereunder, except for example, taxes based on WIN's net income. Termination or expiration of this Agreement, or any statement of work, shall not relieve Customer of any payment obligation incurred prior to such termination or expiration.

6. WARRANTY.

6.1. **Limited Software Warranty.** WIN warrants that, for a period of ninety (90) days after delivery of the applicable Software, the Software will function substantially in accordance with WIN's published documentation. Customer must notify WIN of any breach of the foregoing warranty no later than thirty (30) days following completion of the 90-day warranty period. As Customer's sole and exclusive remedy and WIN's entire liability for any breach of the foregoing warranty, WIN will, at its sole option and expense, promptly repair or replace any Software that fails to meet this limited warranty.

6.2. **Hardware Warranty.** WIN warrants during the period in which Customer's Subscription is active (the "Warranty Period") that all WIN-manufactured hardware will function substantially in accordance with its published specifications and will be free from defects in materials and workmanship. WIN will, at its option, repair or replace any components that fail or malfunction due to manufacturing defects or normal baseball-related wear. Exclusions include misuse, vandalism, unauthorized modification, or environmental damage. This warranty is non-transferable and limited to the original purchasing Customer. WIN's total liability shall not exceed the original purchase price of the Hardware.



6.3. Disclaimer of Warranties. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF, AND WIN HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THOSE OF ACCURACY, MERCHANTABILITY/SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. WIN DOES NOT WARRANT OR GUARANTEE THAT THE SYSTEM, OR ANY COMPONENT THEREOF, WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE, WORK PRODUCT OR ANY SERVICES WILL MEET CUSTOMER'S NEEDS. FURTHER, WIN MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND ACCEPTS NO LIABILITY FOR ANY FAILURE OR FAULT, OR ANY RESULTING HARM OR DAMAGE, RESULTING FROM CUSTOMER'S FAILURE TO PROPERLY IMPLEMENT OR OPERATE THE SYSTEM, INCLUDING WITHOUT LIMITATION FAILURE OF CUSTOMER'S HARDWARE, SOFTWARE OR NETWORK ON WHICH THE SYSTEM OPERATES OR TO WHICH IT CONNECTS OR FAILURES OF THIRD PARTY HARDWARE, SOFTWARE OR OTHER COMPONENTS NOR RESULTING FROM CUSTOMER'S FAILURE TO IMPLEMENT ADVICE PROVIDED BY WIN AS PART OF ITS SUPPORT AND MAINTENANCE SERVICES.

6.4. Customer Warranties. Customer hereby represents and warrants that it is responsible for all use of the System by Customer and Authorized Users. Customer will ensure the environment where the System is used is free from obstruction and that Authorized Users and any spectators are supervised at all times. Customer accepts all liability for its and its Authorized Users use of the System and any harm, damage or liability that arises as a result. WIN hereby disclaims, and Customer shall indemnify, defend and hold WIN harmless, from any claims, losses, liability or actions from Authorized Users or others resulting from Customer's or any third party's use of the System or as a result of Customer's breach of the foregoing warranties.

7. CONFIDENTIALITY.

7.1. Use and Disclosure Restrictions. During the term of this Agreement, and for a period of five (5) years after any termination of this Agreement, each party will use the other party's Confidential Information only as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors.

7.2. Exclusions. The use and disclosure restrictions set forth above shall not apply to information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

8. LIMITATION OF LIABILITY.

8.1. Total liability. WIN'S CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED A SUM EQUAL TO 125% OF THE AMOUNTS PAID TO WIN BY CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE CLAIM FOR THE HARDWARE, SOFTWARE OR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION OR CLAIM.

8.2. EXCLUSION OF DAMAGES. NEITHER PARTY SHALL IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES WHICH MAY BE SUFFERED BY THE OTHER (OR ANY PERSON CLAIMING UNDER OR THROUGH THE SAME), WHETHER THE SAME ARE SUFFERED DIRECTLY OR INDIRECTLY OR ARE IMMEDIATE OR CONSEQUENTIAL, WHICH FALL WITHIN ANY OF THE FOLLOWING CATEGORIES: SPECIAL DAMAGE; LOSS OF PROFITS; LOSS OF DATA; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS OPPORTUNITY AND MANAGEMENT TIME; LOSS OF GOODWILL; OR COST OF PROCUREMENT OF ALTERNATIVE PRODUCTS OR SERVICES AND WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE AND WHETHER OR NOT WIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.3. Exclusions. The limitations of liability and exclusion of damages set forth in this Section shall not apply to (i) breach of Sections 2 or 7, (ii) for fraud or fraudulent misrepresentation, (iii) a party's indemnification obligations hereunder, or (iv) amounts payable hereunder.

8.4. Basis of Bargain. The parties expressly acknowledge and agree that WIN has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between WIN and Customer.

9. TERM AND TERMINATION.

9.1. Term. This Agreement will begin on the date Customer accepts this Agreement and will remain in effect thereafter unless terminated earlier in accordance with the terms of this Agreement. Subscription licenses begin on the date set forth in the applicable Order and remain in effect for a term of three (3) years, or such other term as specified in the Order ("Term"), unless terminated earlier in accordance with the terms of this Agreement. WIN may employ electronic means to terminate Customer's access to the System following termination of the subscription. Early termination by Customer of the Subscription shall not release Customer from its obligation to pay for the Subscription for the entire Term.

9.2. Termination. Each party will have the right to terminate this Agreement or any license granted hereunder if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

9.3. Automatic Termination. This Agreement will terminate automatically if Customer: (a) becomes the subject of any voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

9.4. Effect of Termination. Upon any termination of this Agreement or of any individual license granted hereunder, Customer will: (i) promptly pay all outstanding amounts owing to WIN (including all amounts due for the remainder of the Term if termination was not in accordance with Sections 9.3 or 9.4); and (ii) immediately cease all use of the applicable System or System components and will promptly return to WIN all WIN Confidential Information then in Customer's possession, and all copies and portions thereof, in all forms and types of media, and provide WIN with an officer's written certification, certifying to Customer's compliance with the foregoing. If the Subscription is terminated prior to completion of the Initial Term of the Subscription and/or WIN has not received all amounts due and payable during such Initial Term, then Customer shall return all Hardware upon any such termination. WIN shall have the right to repossess all applicable Hardware in accordance with applicable law.

9.5. Nonexclusive Remedy. Termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

9.6. Survival. All terms and conditions of this Agreement which, by their terms or their nature, should survive termination or expiration of this Agreement shall so survive.

10. GENERAL.

10.1. Assignment. Customer will have no right to assign this Agreement, in whole or in part, by operation of law or otherwise, without WIN's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

10.2. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Texas and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in Travis County, Texas. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by Texas state or U.S. federal law. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

10.3. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

10.4. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

10.5. Notices. All notices required or permitted under this Agreement will be in writing and delivered by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the other party's registered office address or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.

10.6. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

10.7. Announcements. Customer agrees that WIN may publicly announce and list Customer as a customer of WIN.

10.8. Entire Agreement. This Agreement, including all schedules, exhibits and attachments attached hereto, contains the complete understanding and agreement of the parties and, other than the terms and special terms set forth in applicable Orders, supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Except for Orders no terms, provisions or conditions of any purchase order, acknowledgement or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties.

Audit trail

Details	
FILE NAME	South Oldham High School SmartPark Agreement x WIN Reality.docx - 12/19/25, 6:35 AM
STATUS	Signed
STATUS TIMESTAMP	2025/12/19 14:13:47 UTC

Activity		
SENT	connor.walsh@winreality.com sent a signature request to: - Connor Walsh (connor.walsh@winreality.com) - Claudette Herald (tamela.smallwood@oldham.kyschools.us)	2025/12/19 12:36 UTC
SIGNED	Signed by Connor Walsh (connor.walsh@winreality.com)	2025/12/19 14:13:47 UTC
SIGNED	Signed by Claudette Herald (tamela.smallwood@oldham.kyschools.us)	2025/12/19 13:20:42 UTC
COMPLETED	This document has been signed by all signers and is complete	2025/12/19 14:13:47 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

PARTICIPATING GROUP MASTER AGREEMENT

Single School

This Participating Group Master Agreement (the "Agreement") by and between

PARTICIPATING GROUP NAME South Oldham ,

PARTICIPATING GROUP CLASS OF COMPETITION Scholastic A ,

PARTICIPATING GROUP ADDRESS 5901 Veterans Memorial Parkway Crestwood, Ky 40014 US ,

("Participating Group") and Tri-state Marching Arts, P.O. Box 19572, Cincinnati, OH 45219 ("TMA") shall be effective on the date of the last execution signature below.

Participating Group desires to compete in TMA-sanctioned events ("the Events"). The following terms constitute an agreement made between Participating Group and TMA regarding the relationship between the parties, including during the Events and time between the Events. TMA and Participating Group will agree on additional and supplemental contract terms at the time of, and as a part of, Participating Group's registration for any particular TMA-sanctioned event. Participating Group and TMA now agree as follows:

I. GENERAL TERMS AND CONDITIONS

A. Participating Group shall be an entity with an existence that is separate from, and independent of, any particular individual. Ordinarily, a Participating Group will be a school district (or part thereof), or a private organization. Participating Group shall have a leadership structure that provides for meaningful leadership and oversight by more than two individuals. TMA and Participating Group are independent entities, with no partnership, joint venture, or agency relationship between them.

B. This Agreement may be terminated by either party at any time for any reason, with or without prior notice, with or without cause, and without penalty. Termination of this Agreement shall not relieve either party of liability for breaches of the Agreement occurring prior to its termination.

C. Participating Group shall be responsible for registering for the Events in which it wishes to compete, using the methods established by TMA and under the conditions established by TMA from time to time. Participating Group shall not be eligible to compete in any TMA-sanctioned event unless this Agreement is in effect.

D. Participating Group shall comply with all rules and regulations prescribed by TMA, including without limitation all adjudication manuals and policy manuals. Copies of all TMA policy and guidance documents are available at TMA's website or upon request.

II. PARTICIPANT PROTECTION AND SAFETY

A. Participating Group shall follow all laws applicable to it, including both the laws of its home state and the laws of the state(s) to which the Participating Group travels. In particular, all laws concerning the protection and safety of participants in youth-serving organizations must be adhered to strictly.

B. Participating Group shall disseminate TMA's policies concerning participant protection and safety to all of its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies. All such TMA policies will be available on TMA's website or upon request.

C. The school district of the Participating Group represents that there are effective internal policies and procedures for the protection and safety of its participants, including without limitation the ability of any individual to report suspected misconduct to the leadership of the Participating Group without reprisal.

D. TMA defines misconduct as follows:

- Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable law, including without limitation so-called "victimless" activities such as prostitution, pornography, and indecent exposure;
- Any misconduct in which actual or suggested sexual relations is an element;
- Any harassing conduct pertaining to, in whole or in part, an individual's sex, gender, sexual orientation, or gender expression; and
- Any conduct involving harm to a minor.

III. INTELLECTUAL PROPERTY

A. Participating Group shall adhere to all copyright policies set by TMA, which are available at TMA's website or upon request.

B. Participating Group irrevocably grants permission to use its name, likeness, and any reproduction of its performance (photographic, video, or otherwise) at any TMA-sanctioned event for any advertising and/or educational purpose, and releases TMA from all claims, liabilities and/or damages which may arise from such use.

C. Participating Group shall not use, or permit any of its members to use, TMA's logo, or any logo or mark substantially similar to or derived from TMA's logo, for any purpose without the express written consent of TMA's Executive Director.

IV. LIABILITY

A. Participating Group agrees that the school/school district insurance policy fully and completely covers all those involved with the group listed in Schedule A while participating in a TMA event.

V. SCHOLASTIC ELIGIBILITY

A. This Agreement certifies that the students listed in "Schedule A" are students of, and approved by the school to participate as a member of the color guard, percussion, or winds ensemble. This would include homeschooled students that are zoned for this school district.

VI. MISCELLANEOUS

A. To the extent permitted by the laws of the jurisdiction under which the Participating Group is organized, the parties agree that this Agreement shall be construed under the laws of the State of Ohio, and the parties further agree that the federal and state courts located in Ohio shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement. The parties irrevocably consent to the jurisdiction of the federal and state courts in Ohio and agree that such courts are the only proper venue for the resolution of disputes between them. Notwithstanding the foregoing, all state and local laws applicable to the Participating Group and pertaining to sovereign immunity, choice of law, jurisdiction, venue, remedies and any other matter addressed by this Agreement shall remain in full force and effect and shall supersede any contradictory provision in this Agreement.

B. The individual who is executing this Agreement on behalf of the Participating Group hereby represents that he or she has the full power and authority to bind the Participating Group to these terms. If the Participating Group is associated with a school, then this Agreement may only be executed by an employee of the school - not an independent contractor - authorized to bind the school to its terms either by law or by a resolution duly adopted by the governing body of the school/organization.

Accepted:

For SCHOOL

Claudette Z. Herald

____ Superintendent _____

Title: School Principal

Dated: ____ 12/17/25 _____

Accepted:

For Tri-state Marching Arts:

Angie Campbell

Title: Executive Director

Date: January 1, 2019

PARTICIPATING GROUP MASTER AGREEMENT SINGLE SCHOOL

This Participating Group Master Agreement (the "Agreement") by and between

PARTICIPATING GROUP NAME: South Oldham High School

PARTICIPATING GROUP SCHOOL DISTRICT: Oldham County Schools

PARTICIPATING GROUP CLASS OF COMPETITION:

Color Guard:	☐ Junior	☐ SRA	☒ SA	☐ SO	☐ SW	
Percussion:	☐ PSA	☐ PSO	☐ PSW	☐ PSCA	☐ PSCO	☐ PSCW
Winds:	☐ WSA	☐ WSO	☐ WSW			

PARTICIPATING GROUP ADDRESS: 5901 Veterans Memorial Parkway, Crestwood, KY 40014

("Participating Group") and Winter Guard International, Inc., 1994 Byers Rd, Dayton, OH, 45342 ("WGI") shall be effective on the date of the last execution signature below through June 30, 2026.

Participating Group desires to compete in WGI-sanctioned events ("the Events"). The following terms constitute an agreement made between Participating Group and WGI regarding the relationship between the parties, including during the Events and time between the Events. Participating Group and WGI now agree as follows:

I. GENERAL TERMS AND CONDITIONS

- A. Participating Group shall be an entity with an existence that is separate from, and independent of, any particular individual. Ordinarily, a Participating Group will be a school district (or part thereof), or a private organization. Participating Group shall have a leadership structure that provides for meaningful leadership and oversight by more than two individuals. WGI and Participating Group are independent entities, with no partnership, joint venture, or agency relationship between them.
- B. This Agreement may be terminated by either party at any time for any reason, with or without prior notice, with or without cause, and without penalty. Termination of this Agreement shall not relieve either party of liability for breaches of the Agreement occurring prior to its termination.
- C. Participating Group shall be responsible for registering for the Events in which it wishes to participate, using the registration guidelines established by WGI for the period of this Agreement. All such registration guidelines are available at wgi.org/registration.
- D. Participating Group shall not be eligible to participate in any WGI-sanctioned event unless this Agreement is in effect.
- E. Participating Group shall comply with all rules and regulations prescribed by WGI, including without limitation all adjudication manuals and policy manuals in effect for the period of this Agreement. All such rules and regulations are available at wgi.org/rules.
- F. Participating Group shall provide to WGI one (1) active mobile phone number to be used for official communication purposes during the period of this Agreement. The designated mobile phone number shall belong to an authorized representative of the Participating Group and must remain active and accessible for the duration of the Agreement. It is the responsibility of the Participating Group to notify WGI promptly of any changes to the designated mobile phone number.

II. PARTICIPANT PROTECTION

- A. Participating Group shall comply with all applicable laws, including those of the state in which the group is based and any state(s) to which the group travels. All laws relating to the protection of participants within youth-

serving organizations must be strictly observed. In addition, Participating Groups are required to comply to the WGI Code of Conduct.

B. WGI requires Participating Groups to obtain a national criminal history background check (or some satisfactory equivalent for your country or locale) for all adult supervisors. Adult supervisors are adults in instructional, design, or managerial roles who spend more than two (2) total hours or more per season of in-person interaction. School district, university, or educational institution groups must submit their signed agreement confirming that all adult supervisors have been disclosed to WGI and have been background checked per the school district, university, or educational institution's existing hiring and compliance policies; however, if the school district, university, or educational institution do not have policies for such background checks, the Participating Group must comply with the WGI requirement. Such background checks shall be performed at the direction of the Participating Group's director but in no event less than every two (2) years.

By signing this Agreement, the Participating Group agrees they are fully executing this background check policy and acting in accordance with the WGI Code of Conduct and principles of participant protection. Additionally, the Participating Group represents that the WGI Director of Participant Protection has been fully informed, in writing, if any adult supervisor:

- Has been the subject of an investigation or named in any report or allegation of inappropriate conduct
- Has been terminated, not rehired, or removed from a role due to inappropriate conduct
- Has been reprimanded, suspended, or had teaching of professional privileges revoked for inappropriate conduct.
- Has a record of allegations of inappropriate conduct, including investigative reports, police reports (even without arrest), or public records such as school board or administrative meeting minutes
- Has been involved in past incidents that could negatively impact the reputation of WGI or its participants

The term "inappropriate conduct" includes any conduct that would violate the WGI Code of Conduct but also includes any other conduct that was inappropriate under the circumstances.

C. All adult supervisors, as defined in Section B, must complete WGI-prescribed abuse prevention training prior to engaging in regular contact with participants. This training must be completed within 45 days of assuming a new role and no later than December 31 of the year preceding the competition season. By signing this Agreement, the Participating Group affirms that it requires such abuse prevention training and that it acts in compliance with the WGI Code of Conduct and the principles of participant protection.

D. Participating Group shall disseminate WGI's policies concerning participant protection to all its leaders, staff, and participants, and shall ensure that its leaders and staff adhere to those policies or to the policies of the school district or educational institution with which the Participating Group is affiliated, if those policies are substantially similar or more protective than WGI's policies. All participant protection policies are available on WGI's [website](#) or upon request.

E. The school district, university, or educational institution affiliated with the Participating Group represents that there are effective internal policies and procedures for the protection and safety of its participants, including without limitation the ability of any individual to report suspected misconduct to the leadership of the Participating Group without reprisal. This also includes the responsibility to respond to all complaints or reports of policy violations by conducting an effective internal investigation, reporting the matter to the appropriate external authorities as may be necessary and taking appropriate and effective remedial action under the circumstances.

F. WGI defines misconduct as follows:

- Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable local, state, and federal law, including without limitation so-called "victimless" activities such as prostitution, pornography, and indecent exposure;
- Any misconduct in which actual or suggested sexual relations is an element;
- Any harassing conduct pertaining to, in whole or in part, an individual's sex, gender, sexual orientation, or gender expression; and
- Any conduct involving harm to a minor.

G. If a Participating Group becomes aware of any information—whether oral or written, "informal" or "formal"—that suggests a potential Code of Conduct violation connected to individuals or activities associated with the Participating Group, WGI must be immediately notified in writing to the extent permitted by local, state, and federal privacy laws.

H. Participating Groups shall promptly and fully respond to all WGI requests for information regarding their compliance with this Agreement, subject to applicable local, state, and federal privacy laws. This obligation includes full cooperation in any compliance audit or inquiry into alleged misconduct.

III. PUBLICITY RIGHTS

A. Participating Group shall adhere to all copyright guidelines established by WGI for the period of this Agreement. All copyright guidelines are available at wgi.org/copyright.

B. Participating Group grants WGI the right to photograph, record and/or videotape Participating Group in all media, whether now known or here after devised (including, without limitation, in computer or other device applications, online webcasts, television programming, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, publication and use of Event results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and to the extent permitted by applicable law, Participating Group agrees to indemnify and hold harmless WGI for any Claims associated with such grant and right to use.

C. Participating Group will not use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of WGI including, but not limited to, the terms "WGI", "Sport of the Arts", and the WGI logo, or any simulation, abbreviation or adaptation of the same without WGI's prior, written, express consent. WGI may withhold such consent in WGI's absolute discretion.

D. All audio recordings of adjudicator commentary ("Judge Recordings") are provided by WGI solely for the instructional use of the Participating Group. These recordings may be shared internally among members and adult supervisors of the group for training and educational purposes. Recordings may not be copied, posted online, distributed, or used outside of the Participating Group without prior written consent from WGI. Each Participating Group assume responsibility for safeguarding the confidentiality of these recordings.

IV. LIABILITY

A. Participating Group represents and agrees that the applicable school district self-insurance, school or school district insurance policy fully and completely covers, on either a primary or secondary basis as applicable, all those involved with the Participating Group while participating in a WGI-sanctioned event.

B. To the extent permitted by applicable law, Participating Group agrees to defend, indemnify and hold harmless WGI, their trustees, directors, officers, agents and employees, individually and collectively, from and against all claims, suits, losses, injuries, damages, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with the activities of the Participating Group including, but not limited to, performances, rehearsals, travel and participation in any WGI events; their performance of this Agreement; for any breach of this Agreement or for the negligent or willful acts or omissions of their trustees, directors, officers, agents, employees, volunteers, performers and/or members.

C. Participating Group agrees to have each participant sign the applicable Performer Release Form (minor or adult) and file these forms with WGI before participating in a WGI-sanctioned event. Participating Group acknowledges that it will not be eligible to participate in any WGI-sanctioned event until WGI has received signed Performer Release Forms from all participants.

V. SCHOLASTIC ELIGIBILITY

A. This Agreement certifies that the Participating Groups' total membership are students from the same school, schools that feed directly into that school, or home-schooled students that reside within school district boundaries and are approved by the school to participate in WGI-sanctioned events.

VI. MISCELLANEOUS

A. To the extent permitted by the laws of the jurisdiction under which the Participating Group is organized, the parties agree that this Agreement shall be construed under the laws of the state of the Participating Group, and the parties further agree that the federal and state courts located in the state of the Participating Group shall have

exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement. The parties irrevocably consent to the jurisdiction of the federal and state courts of the Participating Group and agree that such courts are the only proper venue for the resolution of disputes between them. Notwithstanding the foregoing, all state and local laws applicable to the Participating Group and pertaining to sovereign immunity, choice of law, jurisdiction, venue, remedies and any other matter addressed by this Agreement shall remain in full force and effect and shall supersede any contradictory provision in this Agreement.

B. The individual who is executing this Agreement on behalf of the Participating Group hereby represents that he or she has the full power and authority to bind the Participating Group to these terms. This Agreement may only be executed by an employee of the school or school district-not an independent contractor-authorized to bind the school to its terms either by law or by a resolution duly adopted by the governing body of the school or educational institution.

C. This Agreement is an offer to the Participating Group by WGI to enable the Participating Group to participate in WGI-sanctioned events on the terms and conditions specified in this document, in the exact form in which it was presented to the Participating Group. Any modification to this document renders the entire document void and there shall be no agreement between WGI and the Participating Group unless the modification is initialed or otherwise specifically approved in writing by an authorized official of WGI.

Accepted:

For South Oldham High School

School/Group Name

Name: Winterguard

Claudette Z. Herald

Administrator Title: Superintendent

Dated: 12/17/25

Accepted:

For WINTER GUARD INTERNATIONAL, INC.

Name: Ron Nankervis

Ron Nankervis

Title: Chief Executive Officer

Dated: September 9, 2025

SCHOOL ACTIVITY FUND DONATION ACKNOWLEDGEMENT FORM

School:	Goshen Elem.
School Address:	12518 Ridgemoor Dr
	Prospect, KY 40059

RECEIPT #

Fiscal Year Ending:	FY2026
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Date of gift:	10/14/25
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School Federal ID #	61-6001306
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Donor Name:	Goshen PTO
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Donor Address:	street address
	street address (continued)
	Prospect KY 40059
	city state zip code

Donor Phone Number:

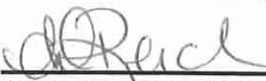
Type of donation: (Circle one)	Cash	X Check	Amount:	\$8,300	Other
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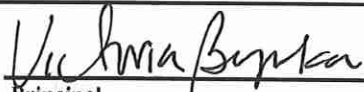
Other gift description including purpose and restrictions on donation:
For classroom budgets

Was anything of value received in exchange for donation?	Yes	☐	No	X	☐
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If yes, description and dollar value:

Donors Federal ID # (if applicable)	
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 Person accepting donation _____ Date _____


 Principal _____ Date 12/11/25

*Tech Dept/Facilities _____ Date _____

*Superintendent _____ Date _____

*Per Redbook (page 12, #4): Form shall be filled out for all donations valued at \$250 or more

*Per Redbook (page 9, # 16): All Grant monies must be deposited at the board level

*OCBE Policy 3003: Donations greater than \$2,000 must be approved by Superintendent prior to deposit, once approved donations may be deposited into the desired EPES Student Activity Account or F21 Account.

*OCBE Policy 3003: Donations involving Technology or changes to School Facilities (indoor/outdoor) must submit a proposal to those departments in advance of accepting the donation.

SCHOOL ACTIVITY FUND DONATION ACKNOWLEDGEMENT FORM

School:	OCHS
School Address:	

RECEIPT #

Fiscal Year Ending:	FY2022
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Date of gift:	12-16-25
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School Federal ID #	61-6001306
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Donor Name:	Wilborn Trust
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Donor Address:	street address
	street address (continued)
	city state zip code

Donor Phone Number:

Type of donation: (Circle one)	Cash	☒ Check	Amount: 1000.00	Other
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Other gift description including purpose and restrictions on donation: Donation to support FFA

Was anything of value received in exchange for donation?	Yes ☐	No ☒
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If yes, description and dollar value:

Donors Federal ID # (if applicable)

Andrew Haselton	12/16/25
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Person accepting donation

Date

Principal

Date

*Tech Dept/Facilities

Date

*Superintendent

Date

*Per Redbook (page 12, #4): Form shall be filled out for all donations valued at \$250 or more

*Per Redbook (page 9, # 16): All Grant monies must be deposited at the board level

*OCBE Policy 3003: Donations greater than \$2,000 must be approved by Superintendent prior to deposit, once approved donations may be deposited into the desired EPES Student Activity Account or F22 Account.

*OCBE Policy 3003: Donations involving Technology or changes to School Facilities (indoor/outdoor) must submit a proposal to those departments in advance of accepting the donation.

SCHOOL ACTIVITY FUND DONATION ACKNOWLEDGEMENT FORM

School: OCHS	RECEIPT #
School Address:	Fiscal Year Ending: FY2022

Date of gift: 12-16-25	School Federal ID # 61-6001306
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Donor Name: FFA Foundation

Donor Address:		
street address		
street address (continued)		
city	state	zip code

Donor Phone Number:

Type of donation: (Circle one) Cash <u>Check</u> Amount: \$1331.67 Other
--

Other gift description including purpose and restrictions on donation: Donation from Farm tags to support FFA

Was anything of value received in exchange for donation? Yes ☐ No ☒

If yes, description and dollar value:

Donors Federal ID # (if applicable)	
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Andrew Hasehon **12-16-25**
 Person accepting donation Date

William P. Owen **12/17/25**
 Principal Date

*Tech Dept/Facilities Date

*Superintendent Date

*Per Redbook (page 12, #4): Form shall be filled out for all donations valued at \$250 or more

*Per Redbook (page 9, # 16): All Grant monies must be deposited at the board level

*OCBE Policy 3003: Donations greater than \$2,000 must be approved by Superintendent prior to deposit, once approved donations may be deposited into the desired EPES Student Activity Account or F22 Account.

*OCBE Policy 3003: Donations involving Technology or changes to School Facilities (indoor/outdoor) must submit a proposal to those departments in advance of accepting the donation.