

KHB-E2 - Scoreboard Advertising Agreement

KHB-E2 - Maine School Administrative District No. 35 Scoreboard Advertising Agreement

This agreement is made this _____ day of _____, _____, by and between Maine School Administrative District No. 35 (the "District") and _____ (the "Advertiser").

Whereas, the District maintains a scoreboard with a digital display ("digital display") at the Marshwood High School gymnasium; and

Whereas, the Advertiser desires to contract for the display of advertising by digital display;

Now, therefore, in consideration of the mutual promises made herein and other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the Parties hereby agree as follows.

1. Advertising and Rates. Advertiser agrees to purchase the following from the District:

Digital Display Advertising, as more fully described and at the rates set forth in Attachment A hereto

2. Approval of Advertising. All advertising and displays by Advertiser under this agreement shall be subject to approval by the District. The District shall not be responsible in any way for the content of any advertisements or displays of the Advertiser under this Agreement.

3. Payments. Payments for advertising under this agreement shall be made to the order of "Maine School Administrative District No. 35" and delivered to the District's mailing address Attn: Ryan Cormier. Payment shall be made upon the execution of this Agreement.

4. Term. The initial term of this Agreement shall be for one (1) year, effective _____ through _____, with first right of refusal to extend the initial term as provided in Section 5 herein.

5. Renewals. Advertiser shall have the first right of refusal to renew this Agreement for an additional one (1) year term on similar terms and conditions and at rates to be established by the District. Advertiser shall notify the District in writing prior to _____ of Advertiser's intent to renew this Agreement.

6. Termination. If either party commits a material breach of the terms of this Agreement and fails to remedy that breach within 30 days of receiving written notice of the breach from the

other Party, the non-breaching Party may terminate this Agreement by providing written notice to the breaching Party.

7. Intellectual Property. The Advertiser represents and warrants that any advertising content will not violate or infringe any copyright, trademark, trade name, service mark, or other intellectual property rights of any person or entity.

8. Indemnification. The Advertiser shall indemnify, defend, and hold harmless the District, its officers, employees, and agents from and against any and all claims, actions, demands, losses, damages, and costs, including reasonable attorneys' fees, arising from performance of this Agreement, by the Advertiser, its officers, employees, agents, contractors, and suppliers.

9. Force Majeure. Neither Party will be liable for performance delays or for non-performance due to causes beyond its reasonable control. This force majeure provision shall not apply to payment obligations under this Agreement.

10. Miscellaneous.

The Advertiser may not grant or assign any rights under this Agreement to any other person or entity without the prior written approval of the District.

Nothing in this Agreement shall be construed to create a relationship of agency, partnership, joint venture, or employment between the Parties.

This Agreement shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine, without regard to any of its conflict of laws principles.

This Agreement, including Attachment A, contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the Parties at the time of execution of this Agreement. This Agreement may only be amended by a written instrument signed by both Parties.

Each Party represents that its signatories to this Agreement are duly authorized by that Party to execute this Agreement and in doing so bind that Party to its terms.

The headings and subheadings of the sections and paragraphs of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants, and conditions of this Agreement in any manner.

If any provision(s) of this Agreement is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend this Agreement so as to affect the original intent of the Parties as closely as possible. The remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law.

The failure by either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that Party to

require performance or to resort to a remedy at any time thereafter, nor shall the waiver by either Party of a breach be deemed to be a waiver of any subsequent breach. No course of dealing, or any failure to exercise, or any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless such a waiver is in writing and signed by the Party granting the waiver.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

In witness whereof, the Parties have executed this Agreement to be effective as of the date first above written.

Advertiser: _____ Signed: _____

Address: _____ Print name: _____

Phone: _____ Title: _____

Email: _____

Maine School Administrative District No. 35 Signed: _____

Address: 180 Depot Road Print name: Ryan Cormier

Eliot, ME 03903. Title: Financial Manager

Phone: (207) 439-2438

Contact: Ryan Cormier

Adopted: February 12, 2020

ATTACHMENT A

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 35 MARSHWOOD HIGH SCHOOL GYMNASIUM SCOREBOARD DIGITAL DISPLAY ADVERTISING

Digital Display Advertising provided by the District under this Agreement shall consist of:

- Logo/text will rotate with other sponsors, facility information and game prompts each time the scoreboard is used for Marshwood High School home events.
- Logo/text for the digital display shall consist of one (1) slide and shall be used for a minimum of a one year period.

The price for digital display advertising shall be \$400, payable on the date the Agreement is executed.

All content for the Digital Display Advertising shall be provided by the Advertiser in accordance with specifications and format provided by the District at least 14 days prior to the display date.

The District shall not be responsible for any costs associated with the production of such content. All content to be displayed is subject to the approval of the District. The display advertising shall not contain any material that is inappropriate for display at a public school, in the sole judgment of the District.

Adopted: February 12, 2020

Revision #8

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