

# SPARTAN BOOSTERS, INC. ELECTRONIC SIGN SPONSOR AGREEMENT

THIS AGREEMENT, made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Spartan Boosters, Inc., hereinafter referred to as "BOOSTERS", Fargo North Administration, hereinafter referred to as "SCHOOL", and \_\_\_\_\_, whose address is \_\_\_\_\_, phone \_\_\_\_\_, email \_\_\_\_\_, hereinafter referred to as "SPONSOR", for the purpose of leasing certain electronic signage sponsor rights as described herein at Fargo North High School, located at 801 17<sup>th</sup> Avenue North, Fargo, ND, and hereinafter referred to "FNH".

WITNESSETH:

In consideration of the covenants and agreements set forth below, the parties hereby agree as follows:

1. SPONSOR RIGHTS – SPONSOR desires to purchase certain sponsorship rights from the BOOSTERS as described herein on the fixed sponsorship panel of the FNH exterior electronic message center sign, hereinafter referred to as "MARQUEE".
  - 1.01 One sponsorship panel on the MARQUEE, with the size of the panel to be 8 feet x 2 feet.
  - 1.02 The SPONSOR shall also be entitled to twenty (20) messages per hour on the MARQUEE.

Copy for the electronic messages may be changed at any time by the SPONSOR. Any initial changes, additions, or deletions to the electronic message copy require a seven (7) day advance notice to the SCHOOL. The initial message, changes, additions or deletions are subject to the approval of the SCHOOL or its designate.

SPONSOR shall also receive the following considerations:

- a. 4 free 15 punch game passes for all FPS athletic events. (passes are valued at \$300)
- b. The SPONSOR's logo included in all game programs as a Platinum Sponsor.
- c. The first right of refusal to extend these sponsorship rights at the end of this agreement at rights fees established by the BOOSTERS.

2. **TERM** –

- a. **Option #1**: The term of this agreement shall be for three (3) years beginning \_\_\_\_\_. Cost of the (3) year sponsorship shall be \$7,000.
- b. **Option #2**: The terms of this agreement shall be for two (2) years beginning \_\_\_\_\_. Cost of the two (2) year sponsorship shall be \$5000.
- c. **Option #3**: The terms of this agreement shall be for one (1) year beginning \_\_\_\_\_. Cost of the one (1) year sponsorship shall be \$3000; renewable at \$2500

SPONSOR shall notify BOOSTERS in writing of its desire to exercise an extension option within sixty (60) days of the expiration of the initial term.

3. **PAYMENT** – Payments shall be made within ten (10) days of the due date.

4. **ADDITIONAL TERMS** –

4.01 **Production of Panels** – BOOSTERS shall pay the initial production cost for the sponsor panel. SPONSOR may change the MARQUEE copy periodically thereafter. The expense of any changes will be paid by the SPONSOR and must be made at such times permitted by the SPONSOR and the FNH schedule of events. Copy for the sponsor panel must be provided to the BOOSTERS and the SCHOOL two weeks prior to the panel being installed.

4.02 **Sponsor/Message Content** – All sponsorship message content is subject to approval of the SCHOOL.

4.03 Permits – The SCHOOL or the BOOSTERS shall obtain and maintain all necessary permits and approvals for the installation and display of the MARQUEE.

4.04 Photographs – The BOOSTERS shall provide SPONSOR, when requested, with color photographs of SPONSOR’S sponsorship panel. The BOOSTERS will provide written confirmation of the date on which the SPONSOR’S panel is fully installed.

4.05 Sponsorship Copy – The design, layout and content of all sponsorship copy for use on the MARQUEES and centers shall be provided by the SPONSOR. The SPONSOR’S panel and messages may be for the creation of goodwill for the SPONSOR.

4.06 Construction/Maintenance – Construction of the MARQUEE, the supporting structures and ongoing cost of operation the MARQUEE shall be the sole cost and responsibility of the BOOSTERS. The BOOSTERS agree to care for and maintain the MARQUEE.

4.07 Marquee Illumination – BOOSTERS shall keep the SPONSOR’S panel properly illuminated during all times that the MARQUEE is operating. BOOSTERS shall not obstruct or cover the SPONSOR’S panel.

#### **GENERAL –**

5.01 Non-Assignment – This Agreement cannot be assigned or performance of the duties, hereunder delegated without the express prior written consent of the parties hereto, which consent shall not be unreasonably withheld, except that the BOOSTERS shall have the right to assign the payments resulting herein as a security for financing purposes.

5.02 Severability – In the event any of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.

5.03 Alterations/Addendums – No alterations, variations, additions, addendums, or representations to the terms of this agreement shall be valid unless stated in writing signed by the parties, subject to the approval of the SCHOOL designee, and made a part of this agreement. This agreement and all such written addendums shall supersede any and all oral representations or agreements.

5.04 Termination – The SCHOOL reserves the absolute right to terminate this agreement as to any party at any time for any reason. Upon such termination, the sponsorship fee will be prorated and any unused portion will be refunded to the SPONSOR.

5.05 Written Records – BOOSTERS shall maintain written records of all information relating to this agreement.

5.06 Independent Contractor Status – Nothing contained herein shall be construed to create any relationship, partnership or joint venture between the SPONSOR, BOOSTERS, and SCHOOL. BOOSTERS is and shall remain an independent contractor with the SPONSOR.

5.07 Default – In the event the SPONSOR fails to perform or observe any of the provisions described herein and such failure has not been cured within thirty (30) days after the SPONSOR receives written notice for the BOOSTERS, or if the SPONSOR repeatedly (more than twice in any one year period) fails to perform or observe any such terms regardless of when or whether it is cured, then the SPONSOR shall be deemed in default. The BOOSTERS shall have the right to immediately terminate this agreement and all rights granted herein by serving written notice on the SPONSOR. In the event the BOOSTERS fails to perform or observe any of the provisions described herein and such failure has not been cured within thirty (30) days after the BOOSTERS received written notice from the SPONSOR, or if the BOOSTERS repeatedly (more than twice in any one year period) fails to perform or observe any such terms regardless of when or whether it is cured, then the BOOSTERS shall be deemed in default. The SPONSOR shall

have the right to immediately terminate this agreement and all rights granted herein by serving written notice to the BOOSTERS.

5.08 Indemnification/Hold Harmless – Except with respect to the pictorial or word content of sponsorship copy provided by the SPONSOR herein, BOOSTERS, shall indemnify, defend and hold SPONSOR, and SPONSOR’S directors, officers, employees and agents, harmless from and against any and all claims, negligence, damages, liabilities, costs and expenses whatsoever, including reasonable attorney’s fees, by reason of any act or omission by the BOOSTERS, or any of the BOOSTERS’ officers, agents, employees, guests or invitees. BOOSTERS will indemnify and hold harmless the SPONSOR and the SCHOOL against any liability, negligence, damages, claims, cost and expenses whatsoever arising from the construction, installation and operation of the MARQUEE.

SPONSOR shall defend, indemnify and hold the BOOSTERS and SCHOOL harmless from any and all claims, negligence, damages, liabilities, costs and expenses, including reasonable attorney’s fees, arising from claims based upon the pictorial or word content of any copy used by SPONSOR on the MARQUEE or centers. SPONSOR will indemnify and hold harmless BOOSTER and SCHOOL against all liability infringement of trademarks, trade name, copyrights, invasion of rights of privacy, negligence, defamation, libel, slander, illegal competition, unfair trade practices or any claim or cause of action of any nature whatsoever which in any way arises out of the contents of the SPONSOR’S signage and message spots furnished or specified by the SPONSOR.

5.09 Jurisdiction – Any legal action regarding this agreement or the interpretation of any aspect of it shall be construed in accordance with the laws of the State of North Dakota and any action brought shall be in the District Court for Cass County, North Dakota.

5.10 It is agreed between the parties that the SCHOOL is not responsible for any actions of the SPONSOR or BOOSTERS, nor shall it be a party to any

action for the enforcement or because of any disagreement between the SPONSOR and BOOSTERS regarding this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first written above.

FOR THE SPONSOR:

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Signature

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Date

FOR THE BOOSTERS:

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Signature

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Date

FOR THE SCHOOL:

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Signature

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Date