

Type of Contract:
Service Agreement V1, V2 or V3

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

2025-2026

Fiscal Year (FY): _____

Person to Contact : Deran Coe Phone/Email: dcoe@wcpss.net

Name of Contract: National Scholastic sports, LLC dba National Amateur Sports (NAS)

If Amendment (Amount +/-): _____ Total Contract Amount: \$0.00

Board Action: (Required at \$100,000) Yes No Board Meeting Date: June 2, 2026

Board Reporting: (Required at \$50,000 and amendments +/-) Yes No Board Meeting Date: _____

Items of Special Note: Sports Marketing and Media Services Agreement reviewed by Legal and Risk Management. Guaranteed minimum payment of \$100,000 per year.

To be completed by the School or Department required for all contracts \$2,500 and up
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initial	Date	Comments
Fiscal Director (\$2,500 and up and all MOAs)	<i>SB</i>	5/1/2026	_____
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	<i>DC</i>	5/1/2026	_____
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	<i>SL</i>	5/3/2026	_____
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<i>MBH</i>	5/3/2026	_____

To be completed by the Administrative Services required for all contracts \$2,500 and up

	Initial	Date	Comments
Risk Management (Insurance Review)	<i>NR</i>	5/4/2026	_____
Finance Officer	<i>SCP</i>	5/13/2026	_____
Chief Business Officer (Required ≥ \$100,000)	_____	_____	_____
School Board Attorney (As required by the Chief Officer or Superintendent)	_____	_____	_____

Non-standard contract certification - "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a)

Finance Officer _____ Date _____

POR Approval _____





Sports Marketing and Media Services Agreement



Prepared for:
Deran Coe
Wake County Public Schools

Prepared by:
James Shipley
National Amateur Sports

August 28, 2025

SPORTS MARKETING AND MEDIA SERVICES AGREEMENT

This Sports Marketing and Media Agreement (collectively, this Scope of Work, the Terms and Conditions, and any other attachments, exhibits or appendices, this “*Agreement*”) is made and entered into to be effective on August 28, 2025 (the “*Effective Date*”), and is by and between **Wake County Public Schools** (the “*School District*”), located at 5625 Dillard Drive, Cary, NC 27518, and National Scholastic Sports, LLC d/b/a National Amateur Sports (“*NAS*”), located at 7421 Carmel Executive Park, Suite 330 Charlotte, NC 28209. Each of the School District and NAS may individually be referred to as a “*Party*” and together as the “*Parties*.”

RECITALS

WHEREAS, NAS has expertise in sports marketing and media services and the School District wishes for NAS to implement an innovative and comprehensive marketing and media digital platform, including generating sponsorship revenues from third-party sponsors (“*Sponsors*”) and additional revenue streams, as applicable;

WHEREAS, the purpose of this Services (as defined below) will be to simultaneously provide Wake County Public Schools with (i) efficiencies in the administration of its athletic programs at the middle and high school levels (the “*Athletics Program*”) and (ii) equality across athletics programs at all middle and high schools within the district; and (iii) supplemental funding to support the School District’s Athletics Program;

WHEREAS, in exchange for performance of the Services, NAS will earn a percentage of revenue generated through the sales of sponsorship packages, subscriptions, and other revenue generating activities on behalf of Wake County Public Schools, and perform such other obligations, as set forth herein; and

WHEREAS, except as otherwise agreed, the intent of this Agreement is that Wake County Public Schools shall have no out-of-pocket expenses and that all fees due to NAS shall be recouped through sponsorship fees and other revenue generating activities described in NAS Services.

AGREEMENT SCOPE OF WORK

NOW THEREFORE, subject to the Terms and Conditions attached hereto as Exhibit A (which is hereby incorporated by reference, the “*Terms and Conditions*”), for and in consideration of payment, mutual covenants, promises, representations, and releases herein contained, the receipt and sufficiency of which is hereby acknowledged, NAS and Wake County Public Schools agree to this Scope of Work as follows:

1. NAS SERVICES. In collaboration with Wake County Public Schools, the following are the services that NAS will provide, select, or facilitate (as appropriate), to or for the benefit of the School District (collectively, the “*Services*”):

(a) Help facilitate and provide management assistance to the content management of the School District digital athletics website and the School District mobile fan application, the activity scheduler, and registration, (each to the extent applicable, and collectively, the “*Athletics Platform*”);

(b) Support the facilitation of the School District’s social media channels as reasonably agreed by the Parties;

(c) Manage sponsorship relationships and rights, attract sponsorship dollars for the benefit of the School District programs, and negotiate vendor terms, including but not limited to the following products, services and/or platforms:

- (i) Live-streaming and on-demand video services, including derivative content, for selected School District sporting events;
- (ii) E-ticketing;
- (iii) E-fundraising platform;
- (iv) Digital scorer’s table or digital wall/field displays;

- (v) Registration platform; and
 - (vi) Other similar products, services and/or platforms as agreed by the Parties.
- (d) Communicate (e.g., via email) the School District’s athletics information and Sponsor promotional messaging to the School District constituents;
- (e) Assist in the creation, management, and promotion of content for the Athletics Platform and social media associated with the School District and each school within the School District; and
- (f) Communicate and manage relationships with third parties that provide services to the School District as contemplated by this Agreement;
- (g) Facilitate district-wide business to business opportunities (e.g., beverage, apparel, equipment, waste management, etc.) for the School District’s athletics in conjunction with the School District’s broader objectives;
- (h) Evaluate and manage sponsorship rights, if applicable, to e-learning opportunities for student athletes;
- (i) Evaluate and manage sponsorship rights, if applicable, to e-commerce platform(s);
- (j) Evaluate and manage sponsorship rights, if applicable, to e-sports opportunities; and
- (k) Facilitate live and on-demand sporting event production and distribution (including additional channels such as linear television);
- (l) Coordinate with the School District to provide or facilitate event management support, as reasonably requested and agreed upon; and
- (m) Coordinate with Project Coordinator to provide student programming as agreed to by the Parties.
- For services desired by the School District but not currently provided by NAS, the Parties will discuss in good faith the addition of such services to the “Services.”

2. TERM

- (a) Initial Term: Five (5) years, commencing August 28, 2025.
- (b) Renewal Term: One (1) year.

3. REVENUE SHARING AND PAYMENTS

- (a) Guaranteed Payments. NAS guarantees that it will pay Wake County Public Schools [One Hundred Thousand Dollars] (\$100,000) per year. In the first year of the Term, the Guaranteed Payments will be paid on or before August 15th (i.e., 45 days after the close of the first academic year in the Term). Thereafter, NAS shall pay the Guaranteed Payments to the School District in equal bi-annual amounts on or around the following dates: February 15th and August 15th (together, the “*Guaranteed Payments*”). As an example, for the 2026-2027 school year, NAS shall pay the Guaranteed payments on February 15, 2027 and August 15, 2027.
- (b) Revenue Sharing. NAS and Wake County Public Schools shall split equally (i.e., 50%/50%) the revenues generated and/or received by NAS from all NAS Services listed above (including for clarity any preexisting financial revenue sharing arrangements between the School District and third parties to the extent related to NAS Services) after NAS recoups (i) the Guaranteed Payments, (ii) NAS setup and annual costs (e.g., implementation, hosting, Athletics Platform support, content development and distribution, human resource allocation, and SG&A costs, etc.) (“*Annual Fees*”), and (iii) Approved Expenses, if any (collectively, the “*Revenue Sharing*”). “*Approved Expenses*” means non-ordinary expenses requested or approved by the School District in writing (email to suffice), which for clarity could include event management or other services that fall outside of the definition of “Services.” Approved Expenses will decrease the next due Guaranteed Payment.
- (c) In-Kind Sponsorship. If Wake County Public Schools and NAS agree on barter or in-kind sponsorship agreements in which some or all of the sponsorship benefits include in-kind products or services, the School District and NAS shall document the sponsorship benefits and resulting true up to be

applied to the revenue share between the School District and NAS using the In-Kind Sponsorship Form, attached as Exhibit B.

(d) Reporting. NAS will provide reporting as requested by Wake County Public Schools, and will use commercially reasonable efforts to provide annual accounting related to Guaranteed Payments and Revenue Sharing within sixty (60) days from the end of the School District fiscal year.

(e) Payment. NAS shall collect all revenue and applicable fees (as set forth above) and remit to Wake County Public Schools its share pursuant to the terms of this Agreement. NAS shall pay the School District its share of collected revenues, if any, above Guaranteed Payments, Annual Fees and Approved Expenses.

(f) If NAS terminates this Agreement pursuant to Section 5(b) of the Terms and Conditions as shown in Exhibit A, or if this Agreement expires at the end of the Initial Term without renewal of the business relationship between NAS and the School District, NAS shall continue to receive its revenue share of revenues generated by NAS. However, if School District terminates this Agreement pursuant to Section 5(b) of the Terms and Conditions as shown in Exhibit A, then the entire Agreement will be terminated and NAS shall not continue to receive any revenue shares.

4. SCHOOL DISTRICT OBLIGATIONS. Wake County Public Schools shall reasonably cooperate with NAS for the purposes of this Agreement, including the following:

(a) Complete or cause to be completed the onboarding package provided by NAS and/or its third-party service providers immediately upon execution of this Agreement, including implementation and training;

(b) Facilitate technology integration and interoperability between the School District's third-party service providers and the Athletics Platform, as requested by the School District (e.g., API integrations);

(c) Provide video content from all sources within the School District's control to NAS for use in content distribution (including accessible coaches' tools content);

(d) Assist in sales and activation of corporate sponsors;

(e) Provide media passes for athletic events upon request;

(f) Coordinate and collaborate with NAS so that the School District and individual school content can be distributed across social media channels;

(g) Provide, or cause the School District's third-party platforms where permissible to provide, a regularly updated list of e-mails as requested by NAS (e.g. registration platform, e-ticketing platform, live-streaming platform, and other athletics related platforms) for use described in NAS Services;

(h) Maintain and store student-athlete registrations, and related forms and documents, as appropriate;

(i) Direct all potential Sponsors and sponsorship-related communications to NAS;

(j) Cause the School District athletic seasons and games to be played according to customary athletic schedules;

(k) Support effort for NAS to develop student programs within the district within each school; and

(l) Cooperate with and provide any relevant information in the School District's control to NAS in regard to the Services.

The project coordinator for the Wake County Public Schools shall be Deran Coe (the "**Project Coordinator**").

5. INDIVIDUAL SCHOOL ADVERTISING. NAS will work with such individual school to provide digital space for advertising on the School District's Athletics Platform and livestreaming platform. The placement of individual school advertising shall be at NAS' discretion in digital spaces NAS designates. One Hundred Percent (100%) of the revenue generated by the individual school from the sale of this advertising space shall go to the school arranging for and closing such sales.

6. CORPORATE SPONSOR GUIDELINES. All corporate sponsors and the associated advertising shall be appropriate for its intended audience, and no advertising shall be sold that would reasonably be considered obscene, immoral, indecent, racial, derogatory, pornographic, slanderous,

harmful to any individual or group, intended to mislead or is fraudulent, copyright protected or unauthorized by the rightful owner, inappropriately targeting minors, prejudicial to any group or religion, defamatory or illegal.

[Remainder of page blank; signature page follows.]

IN WITNESS WHEREOF, NAS and Wake County Public Schools have executed this Agreement on the dates indicated below.

NAS

By: _____

Name: James Shipley

Title: CEO

Date: _____

Address: 7421 Carmel Executive Park, Suite 330
Charlotte, NC 28209

Wake County Public Schools

By: *Mellotta B Hill* _____

Name: Mellotta B Hill

Title: CAO

Date: 5/3/2026

Address: 5625 Dillard Drive
Cary, NC 28518

By: _____

Name: Tyler J. Swanson

Title: Board of Education Chair

Date: _____

Address: 5625 Dillard Drive
Cary, NC 27518

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a).

Jovita C. Rosey

5/13/2026

Finance Officer/Date

EXHIBIT A
TERMS AND CONDITIONS

1. SERVICES. NAS shall use commercially reasonable efforts to provide the Services in exchange for compensation as set forth in this Agreement. NAS may subcontract out any portion of the Services upon notice to Wake County Public Schools, and NAS shall be responsible for such subcontractors' performance of the Services as if such Services were performed directly by NAS. For clarity, the foregoing does not apply to a third party with whom the School District has a relationship and has contracted directly to provide services to the School District.

2. SCHOOL DISTRICT'S THIRD-PARTY PLATFORM. As part of the Services, NAS will reasonably assist and advise Wake County Public Schools in procuring the Athletics Platform as provided by a commercially reasonable third-party provider ("**Platform Provider**"). For clarity, NAS is not a technology provider and makes no representations or warranties in regards to the Athletics Platform. The School District acknowledges that except as expressly set forth herein, any terms or conditions regarding the Athletics Platform shall be dictated solely by the agreement between the School District and the Platform Provider. If, at the end of the relationship between the School District and the Platform Provider, the School District wishes for NAS to provide assistance in removing, downloading, exporting or transitioning any content on the Athletics Platform, the Parties will negotiate such assistance in good faith, and any such services provided by NAS shall be at commercially reasonable rates.

3. PROJECT COORDINATOR. The Project Coordinator shall be Wake County Public School's authorized representative in connection with NAS' performance of the Services. The Project Coordinator shall be authorized to make binding decisions for the School District, and NAS may rely upon the Project Coordinator as having the authority to make such binding decisions, with email being a sufficient method to provide any required consent. The School District may replace the Project Coordinator with another person of its choosing at any time upon written notice to NAS.

4. MEDIA AND MARKETING RIGHTS.

(a) Grant of Rights. Wake County Public Schools hereby grants to NAS the following rights:

(i) the exclusive right to provide, select or facilitate the Services described in Section 1(a) through 1(e) of the Scope of Work, and the School District may not contract with any third party to provide any portion of such Services;

(ii) the non-exclusive right to provide or facilitate the Services described in Section 1(f) through 1(m) of the Scope of Work;

(iii) the exclusive right to provide services related to fundraising and sponsorships for the athletics program at the School District level; however, it being acknowledged and agreed that individual schools may continue to seek sponsorships and will offer sponsorship recognition at games/signage/banners, etc., in coordination with NAS;

(iv) the right to create and distribute School District and individual school content, including derivative content (e.g., highlights from a football game) on various marketing platforms as part of performing the Services; and

(v) the right to grant production and distribution rights to third-party media companies as part of the revenue generating activities NAS performs on behalf of the School District.

(b) School District Marks. During the Term, Wake County Public Schools hereby grants to NAS a non-exclusive, non-transferable, fully paid-up, royalty-free, sublicensable right and license to display and use the trademarks, logos, trade names and service marks associated with the School District (the "**School District Marks**"), for the purposes of (i) promoting the association between NAS and the School District, and (ii) sublicensing such right and license to Sponsors to promote the association between the Sponsor and the School District, in each case solely for marketing purposes. NAS will comply, and will use commercially reasonable efforts to ensure each Sponsor will comply, with the School District's trademark and branding guidelines, as may be furnished by the School District to NAS from time to time. All use of

the School District Marks, and all goodwill associated therewith, will inure solely to the benefit of the School District. If the School District determines that NAS or a Sponsor is using or displaying the School District Marks in a manner that is or may reasonably be detrimental to its interest, the School District may issue reasonable instructions to NAS and NAS will use commercially reasonable efforts to promptly comply with such instructions.

5. TERM AND TERMINATION.

(a) Term. This Agreement shall be effective as of the Effective Date and unless and until earlier terminated as set forth below, shall continue for the Initial Term (as set forth above). After the Initial Term, this Agreement may only be renewed or amended by written amendment duly execute by and between the Parties.

(b) Termination for Convenience. Either Party may terminate this Agreement at any time at its own discretion upon thirty (30) calendar days' notice in writing to the other Party prior to the date of termination. If this Agreement is terminated by the School District in accordance with this section, the School District will reimburse NAS a pro-rated amount of the Guaranteed Payment and Revenue Shares for all services performed as of the date of termination. If this Agreement is terminated by NAS in accordance with this section, NAS will not receive any reimbursement for Guaranteed Payment or Revenue Shares.

(c) Termination for Cause. In the event of a material breach of this Agreement, the non-breaching Party may terminate this Agreement upon written notice to the other Party if such breach (i) is incurable, or (ii) if capable of being cured, remains uncured thirty (30) days after written notice is given to the breaching Party, reasonably specifying the nature of such breach.

(d) Effect of Termination. Any expiration or termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiration, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiration.

(e) Survival. Upon any expiration or termination of this Agreement, the following Sections shall survive in full force and effect: 5(e) (*Survival*); 7 (*Confidentiality*); 8(a) (*Mutual Representations and Warranties*); 8(d) (*Disclaimer*); 9 (*Indemnification*); 10 (*Limitation of Liability*); and 11 (*Miscellaneous*).

6. FORCE MAJEURE. Neither Party shall be responsible for any failure to perform, or delay in performing any of its obligations under this Agreement, where and to the extent that such a failure or delay results from causes outside the control of such Party. Such causes shall include, without limitation, delays caused by the other Party, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, pandemics, epidemics, quarantine restrictions, freight embargoes, strikes, civil commotion, or the like.

7. CONFIDENTIALITY. NAS agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School District under this Agreement shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the WCPSS' policies, and shall remain under the control of School District at all times. All student records shall be kept in a secure location preventing access by unauthorized individuals. NAS will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of NAS. NAS shall not forward to any person other than parent or the School District any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School District. Upon termination of this Agreement, NAS shall turn over to the School District all student records or personally identifiable information about students obtained by NAS while

providing services under this Agreement. Nothing in this Agreement gives NAS any right to access any student records or personally identifiable information.

8. REPRESENTATIONS AND WARRANTIES.

(a) Mutual. Each Party represents and warrants to the other Party that (i) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (iii) this Agreement constitutes a legal, valid and binding obligation when signed by each Party.

(b) NAS. NAS represents and warrants that (i) it is duly qualified to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by others practicing under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, and (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules, regulations, and Wake County Public Schools Board of Education policies and regulations, as provided by the School District from time to time.

(c) The School District. Wake County Public Schools represents, warrants and covenants that (i) it has all of the rights, consents and permissions necessary to perform its obligations under this Agreement, including for clarity any student consents and releases, and (ii) it has the power and authority to grant NAS the right to perform the Services.

(d) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE, WITH RESPECT TO THE ITEMS OR RIGHTS PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

9. INDEMNIFICATION. The Provider shall indemnify and hold harmless the School System and its agents and its employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N.C. Gen. Stat. § 6-21.2.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING FROM A PARTY'S (A) INDEMNIFICATION OBLIGATIONS IN SECTION 9, OR (B) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL SUCH PARTY'S LIABILITY TO THE OTHER PARTY WITH RESPECT TO ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS AGREEMENT EXCEED \$50,000. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, FOR CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

11. MISCELLANEOUS

(a) Entire Agreement. This Agreement constitutes the entire understanding between the Parties, superseding all previous negotiations, understandings, and agreements. An amendment or modification to this Agreement shall be effective only if in writing and signed by all Parties.

(b) Counterparts. This Agreement may be executed in one or more original, electronic or facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Execution of a facsimile or electronic copy shall have the same force and effect as execution of an original, and a facsimile or electronic signature shall be deemed an original and valid signature.

(c) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the maximum extent possible. If a consensus between the Parties is not reasonably possible, a court of competent jurisdiction may revise such portion of the Agreement in order to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the maximum extent possible.

(e) Assignment. This Agreement is not assignable by either Party except with the other Party's prior written consent. Notwithstanding the foregoing, NAS may assign this Agreement in connection with a corporate reorganization, merger, or sale of all or substantially all of the assets of NAS.

(f) Waiver. Failure by a Party to require performance of any provision(s) shall not affect that Party's right to require subsequent performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

(g) Notices. All notices, requests, demands, instructions, or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, upon confirmed transmission if by e-mail, or if mailed first-class, postage prepaid, registered, or certified mail, return receipt requested, shall be deemed to have been given seventy-two (72) hours after postmark, if addressed to the other Party at the addresses as set forth on the signature page below. Either Party hereto may change the address to which such communications are to be directed by giving written notice to the other Party hereto of such change. Actual notice shall also satisfy this notice provision.

(h) Governing Law and Venue. This Agreement will be governed by and interpreted according to the laws of North Carolina. The Parties agree that any and all claims arising out of or relating to this Agreement shall be brought in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

(i) Lunsford Act. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. NAS shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors (collectively, "Contractual Personnel") who will engage in any service on or delivery of goods to School District property or at a School District sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites where students are not present. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For NAS's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. NAS shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit C) that the registry checks were conducted on each of its Contractual

Personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods by the Contractual Personnel listed. The sex offender registry checks shall be conducted and the completed Sexual Offender Registry Check Certification Form shall be returned to the School District prior to performing any services on School District property. In addition, NAS agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual Personnel are used to deliver goods or provide services pursuant to this Agreement. NAS shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. The School District reserves the right to prohibit any Contractual Personnel of NAS from delivering goods or providing services under this Agreement if the School District determines, in its sole discretion, that such Contractual Personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such Contractual Personnel may otherwise pose a risk to the School District's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement.

(j) Relationship of Parties. NAS shall be an independent contractor of the School District, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of NAS be construed as an employee, agent, or principal of the School District.

(k) Restricted Companies List. NAS represents that as of the date of this Contract, NAS is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. NAS also represents that as of the date of this Contract, NAS is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

(l) Anti-Nepotism. Unless disclosed to the School District in writing prior to the Board's approval and execution of the Contract, NAS warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Wake County Board of Education or of any principal or central office staff administrator employed by the School District. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should NAS become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, NAS shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless disclosed prior to the execution of the Contract or formally waived by the School District at a Board meeting, the existence of a family relationship covered by this Contract is grounds for immediate termination by School District without further financial liability to NAS.

(m) Gift Prohibition. NAS acknowledges that it is subject to N.C.G.S. §§ 14-234 and 133-32, which prohibit providers from providing items of value to school District officials and employees under various circumstances. N.C.G.S. § 14-234, in pertinent part, prohibits providers from providing to specific school District officers/employees a gift, favor, reward, service, or promise of reward in exchange for recommending influencing or attempting to influence the award of a contract. N.C.G.S. § 133-32, in pertinent part, bars provision of gifts or favors to specific school District officers/employees by a contractor who has a contract, has performed under a contract in the last year, or anticipates bidding on a contract in the future. NAS warrants that no director, employee or agent of NAS, or any other person connected with NAS, has made, offered or given, either directly or indirectly, to any School District Board member, employee, or agent, or to any person connected with the School District, any gift, favor, or item of value in violation of either N.C.G.S. §§ 14-234 or 133-32. NAS agrees that a breach of this provision as identified by the school District may result in the School District's termination of this Contract without liability and/or at the School District's discretion, the recovery of any and all funds paid to NAS pursuant to this Contract. NAS further agrees that to the extent there exists any doubt as to whether its actions have violated, or could violate, this provision, NAS will promptly notify the school District so it can make a determination as to the propriety of the NAS's past or proposed future conduct.

(n) Applicable School Board of Education Policies. NAS acknowledges that the Wake County Board of Education has adopted policies governing conduct on School District property and agrees to abide by any and all relevant Board policies while on School District property. NAS acknowledges that Board's policies are available on the School District's website.

**EXHIBIT B
IN-KIND SPONSORSHIP FORM**

This In-Kind Sponsorship Form (“*In-Kind Sponsorship Form*”) operates together with the Sports Marketing and Media Services Agreement between Wake County Public Schools (the “*School District*”) and National Scholastic Sports, LLC d/b/a National Amateur Sports (“*NAS*”) with an Effective Date of August 28, 2025.

Description of In-Kind Sponsorship or Barter Agreement:

Description of Revenue Sharing True-Up:

Additional Terms:

IN WITNESS WHEREOF, NAS and Wake County Public Schools have executed this In-Kind Sponsorship Form on the dates indicated below.

NAS

By: _____

Name: James Shipley

Title: CEO

Date: _____

Address: 7421 Carmel Executive Park, Suite 330
Charlotte, NC 28209

Wake County Public Schools

By: _____

Name:

Title:

Date: _____

Address: _____

Exhibit C

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM’S REPRESENTATIVE

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

Initial Supplemental Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Contract for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Contract, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Contract if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system’s sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Contract (initial check), any time additional contractual personnel may perform work under the Contract (supplemental check), and at each anniversary date of the Contract (annual check).

Contractual Personnel Names

Job Title

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)

_____ (signature / date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/1/2026

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).

PRODUCER Hood Hargett & Associates, Inc., A Division of Patriot Growth Insurance Services, LLC PO Box 30127 Charlotte, NC 28230	CONTACT NAME: Amanda Horton PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: amanda@hoodhargett.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Chubb Personal Risk Services	NAIC # 38989
INSURER B : Chubb	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

National Scholastic Sports LLC
 7421 Carmel Executive Park Dr
 Ste 330
 Charlotte, NC 28226-0418

COVERAGES **CERTIFICATE NUMBER:** **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	COMMERCIAL GENERAL LIABILITY			D03571518	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 2,000,000					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$	5,000	MED EXP (Any one person) \$	2,000,000	PERSONAL & ADV INJURY \$	4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$					
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$					
							BODILY INJURY (Per accident) \$					
							PROPERTY DAMAGE (Per accident) \$					
	UMBRELLA LIAB						EACH OCCURRENCE \$					
	EXCESS LIAB						AGGREGATE \$					
	DED _____ RETENTION \$ _____						\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71825767	3/1/2026	3/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT \$	1,000,000				
							E.L. DISEASE - EA EMPLOYEE \$	1,000,000				
							E.L. DISEASE - POLICY LIMIT \$	1,000,000				
B	Cyber Liability / Da			D0357152A	3/1/2026	3/1/2027	Cyber Liability / Da	1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wake County Board of Education and Wake County Public School System are recognized as Additional Insureds in respects to General Liability.

CERTIFICATE HOLDER Wake County Board of Education and Wake County Public School System	CANCELLATION 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 <i>GREYSON TAPPY</i>
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