

## **ADVERTISING AGREEMENT**

This **ADVERTISING AGREEMENT** ("Agreement") is entered into by and between **KEARNEY R-I SCHOOL DISTRICT**, its directors, officers, employees, and agents ("District"), whose office for business is located at 150 W State Route 92 Kearney, MO 64060, and **VICTORY SIGN COMPANY**, its directors, officers, member, employees, agents, independent contractors, successors and assigners ("Advertiser"), whose office for business is located at 1021 Brown Street, Suite K, Liberty, MO 64068.

### **WITNESSETH:**

WHEREAS, Advertiser is dedicated to being involved in and committed to the District and local community; and

WHEREAS, District is making advertising space available on the videoboards which will be located in the main Field House at Kearney High School (KHS) and the Activity Complex at Kearney High School; and

WHEREAS, Advertiser has requested the opportunity to be one of a select number of sponsors on the videoboards and District is willing to grant this opportunity to Advertiser.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the receipt of which are hereby acknowledged, District and Advertiser agree as follows:

### **I. TERM OF AGREEMENT**

The term of this Agreement shall be for a three (3) year term, with the contract year commencing on August 15, 2021, and ending on August 14, 2024, unless terminated earlier according to the termination provision contained herein. Advertiser will pay the District \$3,000 per contract year, as set forth in ADVERTISING FEES (Section IV).

### **II. ADVERTISING SPACE**

District grants Advertiser advertisement exposure/sponsorship on the Field House and Activity Complex video boards at Kearney High School, including the following details:

- **ONE (1)** – Sponsor PARTNER Permanent Display Panel (2.0' H x 2'0" W) This panel will appear as a static display panel attached to the Field House videoboard.
- **ONE (1)** – Sponsor PARTNER Permanent Display Panel (3.0' H x 3.5' W) This panel will appear as a static display panel attached to the Activity Complex Scoreboard.
- **TWO (2)** – Weekly Social Media sponsor posts to all School District Sports Marketing digital platforms...Facebook, Twitter, Instagram. Weekly posts coordinated with sponsor.

- **One** - 4' x 5' banner with sponsor brand logo at all boys soccer games
- **One** - 4' x 5' banner with sponsor brand logo at all girls soccer games
- **One** - 4' x 5' banner with sponsor brand logo at all home football games
- **One** - 4' x 5' banner with sponsor brand logo at all levels of home baseball
- **One** - 4' x 5' banner with sponsor brand logo at all home softball
- **ONE (1)** PA Read at all Kearney High School HOME Football, HOME Men's and Women's Soccer, HOME Men's and Women's Basketball, HOME Volleyball, HOME Wrestling Matches and HOME Track and Field events. Games. Script is determined by sponsor and can alternate from game to game.
- **FIVE (5)** 15-second Animated Partner logo viewing on Complex and Field House videoboards (split between pre-game, In-Game and Half-Time) per regular season HOME Football, HOME Men's and Women's Soccer, HOME Men's and Women's Basketball, Volleyball, and Wrestling matches.
- A sponsor in-game contest or giveaway at every HOME Football, Volleyball, Men's and Women's Basketball, Men's and Women's Soccer and wrestling matches. (Coordinated with Sponsor)
- **FOUR (4)** - Sponsor receives 1/4 (QUARTER) Page Advertisement annually in **FOUR** Kearney High School Athletic Programs.....Kearney High School Fall Football Program, Fall Sports Program, Winter Sports Program and Spring Sports Program.
- Scrolling Advertisement on the Kearney High School Athletics website.
- On-Court and On-Field Sponsor Recognition Events at (1) HOME FOOTBALL, (1) HOME BASKETBALL AND (1) HOME BASEBALL EVENT-Each School Year
- **THREE (3)** Kearney High School Sports Passes for regular season home games.
- First right of refusal upon conclusion of initial agreement which can be on a year-to-year basis.

It shall be the responsibility of Advertiser to work closely with the District to provide the content, including text and artwork, as well as any digital material, to appear in the dynamic advertisements on the videoboards. All ad content and digital material shall be subject to the prior approval of the District, which approval shall be at the District's sole discretion. District will make every effort to use all ad materials provided by Advertiser, subject to any changes because of the particular requirements necessary to present the ads in digital form on the video boards.

### **III. ADVERTISING RIGHTS**

For the consideration stated herein under Section IV, District hereby covenants and agrees and does hereby grant to Advertiser the right to videoboard advertisements in digital form on the board, including ads and other digital content as outlined in Section II of this Agreement.

### **IV. ADVERTISING FEE**

As consideration for the advertising rights granted herein, Advertiser shall pay a fee of three thousand dollars (\$3,000.00) for each contract year. Advertiser has agreed to pay the full amount of this fee in one installment each contract year. The annual installment shall be due on or before October 1, 2021, October 1, 2022 and October 1, 2023. The first payment under this Agreement shall be paid by Advertiser on or before October 1, 2021. Payment must be payable to: KEARNEY R-1 SCHOOL DISTRICT. Please send payment to: KEARNEY R-1 SCHOOL DISTRICT, 150 West 92 Hwy, Kearney, MO 64060. ATTN: BECKY BURKEMPER. In addition, Advertiser will provide the District with a discount for the production expense associated with any signs and banners requested by the District and/or Activities Department at Kearney High School.

### **V. COPYRIGHT AND TRADEMARKS**

All advertising copy, including logos or label designs and product identification of Advertiser shall be and remain the property of Advertiser. Furthermore, Advertiser hereby represents and warrants to the District that the advertisements will not violate any copyright, trademark, trade name, service mark or other right of any person or entity; and Advertiser shall indemnify the District from any loss, cost or expenses arising from the breach of this representation or warranty.

### **VI. COMPETITORS AND OTHERS**

Advertiser understands and agrees that District is not in any way restricted by this Agreement from granting advertising rights to others, including competitors of Advertiser, as may be determined by the District, in its sole discretion. The location and content of all such advertising of others shall be determined solely by the District.

### **VII. TERMINATION**

District may terminate this Agreement with thirty (30) days written notice upon the occurrence of any of the following: (1) Breach by Advertiser of any of the terms of this Agreement; (2) Any acts or omissions of Advertiser which will result in negative publicity including, but not be limited to, filing of bankruptcy, or engaging in any alleged criminal activity; or (3) Sale of Advertiser to any other person or entity.

Upon the termination of this Agreement, District shall have the right to immediately remove Advertiser's advertisements from the videoboards and District shall be under no further obligation under this Agreement.

### **VIII. HOLD HARMLESS AND INDEMNIFICATION**

This Agreement is made upon the express condition that the District is to be free from all liability and claim for damages by reason of any injury to Advertiser or Advertiser's agents, employees, customers, and any and all other persons, or damage to property of any kind whatsoever and to whomsoever belonging, including goods, wares and merchandise of Advertiser or third persons, from any cause or causes whatsoever in any way connected with or arising out of the advertisements.

Advertiser further covenants and agrees to forever indemnify, hold, save and defend the District, its representatives, agents, employees, principals, successors and assigns from all liability, losses, costs, and obligations on account of or arising out of any such injury or damage, from any cause or causes whatsoever and in any way connected with or arising out of the advertisements.

### **VIX. NOTICE**

Any notice given pursuant to this Agreement shall be in writing and sent by first class mail or facsimile or private courier to the other party at such party's address shown below or such other address(es) of which the sending party has received notice.

If to Kearney R-I School District, to:  
Kearney School District  
Attn: Superintendent  
150 W State Route 92  
Kearney, MO 64060

If to Advertiser:  
*Victory Sign Company*  
*Attn: Barry Holst*  
*1021 Brown Street, Suite K*  
*Liberty, MO 64068*

### **X. ASSIGNMENT**

Advertiser understands and agrees that the advertising rights agreed to in this Agreement shall not be assigned or transferred to any other person or entity without the written permission of District.

### **XI. AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by a duly authorized signature for each party.

## **XII. COMPLIANCE WITH APPLICABLE LAWS**

In performing this Agreement, all parties agree to comply with all applicable federal, state and local laws, rules, and regulations, and Advertiser further agrees to adhere to all of the District's rules, regulations, policies, and procedures related to this Agreement.

## **XIII. SEVERABILITY**

If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect and this Agreement shall be construed and performed as if it did not contain the invalid or unenforceable provision. If, however, the invalid or unenforceable provision materially deprives one party of the benefit of its bargain, the parties agree to renegotiate such invalid or unenforceable provision to restore the original intent of the parties.

## **XIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the parties hereto. Any prior agreements, documents, understandings, or representations relating to the subject matter of this Agreement and not expressly set forth herein or referred to or incorporated herein by reference are superseded hereby and are of no force or effect.

## **XV. NO WAIVER OF IMMUNITY**

The District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in § 537.600, RSMo., *et seq.*

## **XVI. FORCE MAJEURE**

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by cause beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitations, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, or work stoppages. The

excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

#### **XVII. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the state of Missouri, and any dispute concerning this Contract must be filed in the Seventh Judicial Circuit, Clay County, Missouri.

#### **XVIII. AUTHORITY**

The persons executing this Agreement on behalf of the District and on behalf of Advertiser hereby represent and warrant that they are duly authorized to execute this Agreement on behalf of their respective parties.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed in its name and on its behalf as of the date set forth below.

#### **KEARNEY R-I SCHOOL DISTRICT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **VICTORY SIGN COMPANY**

Signature: Barry Host

Print Name: Barry Host

Title: Owner

Date: 8/23/21