



<h1 style="margin: 0;">SCHOOL DISTRICT OF JOHNSON CREEK SPONSORSHIP AGREEMENT</h1>
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*(TEMPLATE ONLY: Items in Italics would change based on sponsor and sponsorship)*

THIS AGREEMENT, is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter the "Sponsor") and the School District of Johnson Creek, a political subdivision of the State of Wisconsin (hereinafter the "School District").

THE PARTIES AGREE AS FOLLOWS:

I. Objective of the Agreement

The Sponsor has expressed its desire to sponsor \_\_\_\_\_. The sponsorship shall be operated and shown in accordance with this agreement and the School District policies, procedures and guidelines. In consideration for said sponsorship, Sponsor shall pay the School District the sum of \$ \_\_\_\_\_, in accordance with Section II(a) herein.

II. Performance, Role and Responsibility of the Sponsor

- a. Fee Arrangement - Sponsor shall pay the School District in accordance with the following schedule:

<u>Date Due</u>	<u>Amount</u>
Upon Signing of Agreement	\$ _____
September 1, 20____	Cost of Signage
June 1, 20____	\$ _____
June 1, 20____	\$ _____
June 1, 20____	\$ _____
June 1, 20____	\$ _____

- b. Sponsor Shall prepare and provide to School District all necessary media to execute this Agreement at no cost to the School District. All media is subject to review and approval of the School District in accordance with the terms of this agreement and related policies, procedures, and guidelines. Sponsor shall directly pay for, or reimburse the School District for the cost of the signage necessary to execute this Agreement in addition to the overall sponsorship amount.
- c. Sponsor understands and agrees that Board of Education Policy # ? - Sponsorships and all rules and regulations contained therein are incorporated herein by this reference and shall be a part of this agreement and must be complied with by Sponsor.

III. Performance, Role and Responsibility of the School District

- a. Venue named after the Sponsor as \_\_\_\_\_.
- b. Industry Exclusivity: No other entity engaged in the same type of work as Sponsor will be advertised in the above listed venue.
- c. Sponsor logo/signage on scoreboards.
- d. Advertising copy in all School District programs using the above listed venue: Sizes range from quarter-page to full-page - all B/W unless Sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level.
- e. Public address announcements at all School District events using above listed venue.
- f. Designation of official sponsor of \_\_\_\_\_ program for the School District of Johnson Creek.
- g. Website presence on High School Athletics site with logo, link and/or information posted regarding specific program.
- h. Four (4) VIP tickets/passes per School District event for Sponsor representatives.

IV. Term

The term of this Agreement shall be from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_. However, the parties reserve the right to cancel this Agreement, with or without reason or cause, on thirty (30) days written notice to the other party. Should this agreement be terminated without cause, the School District shall return to Sponsor a prorated amount of the sponsorship fee paid by Sponsor.

V. Indemnifications

Sponsor hereby agrees to hold harmless, defend and indemnify the School District, its officers, agents and employees from and against any and all claims, liability, demands, causes of action, damages, costs and attorney fees arising from this Agreement, and to the delivery of sponsorship hereunder, except to the extent that any such claim or demand arises from or is caused by the negligence or willful misconduct of the District, its agents, or employees.

VI. Non-Endorsement/No Agency

Sponsor agrees that all written material and items in connection with this Agreement does not imply that Sponsor is endorsed by the School District or any of its agents or employees and will not communicate that the School District is endorsing Sponsor or its products or services in any way. Sponsor further agrees that it has not right to act on behalf of School District in any way as a result of entering into this agreement

VII. Miscellaneous

- a. Modifications. Except as may otherwise be expressly stated in this Agreement, all modifications to this Agreement shall be in writing and signed by both parties.
- b. Waiver. The waiver of any term, provision or condition of this Agreement by either party shall not be construed to be a waiver of any other term, provision or condition.
- c. Assignability. Neither party's rights nor obligations under this Agreement may be transferred, conveyed or assigned without the express prior written consent of the other party.
- d. Severability. In the event that any portion of this agreement is held to be contrary to the law or otherwise unenforceable, it shall be severed from the remaining provisions of this Agreement which shall continue to remain in full force and effect.
- e. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin with regard to formation, construction and performance.
- f. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by mail to the home office of the Sponsor or the School District, as appropriate.
- g. District Influence. Sponsor shall not have any right or expectation of right to control or influence any district operations or decisions as a result of this agreement.
- h. "Make Good Activity". If any of the recognition activities identified in Section III hereof do not occur as contemplated due to unforeseen circumstances beyond the control of the School District, the parties may mutually agree upon a "make good activity" to compensate for the non-occurrence of the scheduled activity. Any such "make good activity" must be scheduled to occur during the term hereof.
- i. Complete Agreement. This agreement is the complete agreement between the parties hereto. This agreement supersedes any and all prior agreements, discussions or other communications of any kind.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement:

SPONSOR

SCHOOL DISTRICT OF JOHNSON CREEK

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Dr. Michael Garvey, District Administrator

Printed Name: \_\_\_\_\_

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

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

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