

This agreement made between **Power Ad Company**, herein called the “**Company**” and **Baldwin High School** herein called the “**School**” do hereby agree to the following services:

Whereas, it is the desire of the Company to deliver to the School **electronic scoring and/or advertising equipment**; it is the desire of the Company to contract with advertisers to place advertising sponsors upon static, LED or scrolling advertising panels that are to be displayed during all regular season home sporting events at the sports venue(s) pertaining to the project

NOW THEREFORE, the parties agree as follows:

1. **COST:** The Company will provide the equipment listed on the attached Equipment Addendum to the designated School once the necessary numbers of sponsors are secured and the money is collected at no cost to the School. Once the prospective sponsorship opportunities have been exhausted, the Company will determine whether Equipment List A or Equipment List B will be purchased by the Company. In the event that sponsorship dollars do not allow for either Equipment List to be purchased, the Company and the School will negotiate the equipment involved. In the event both parties cannot negotiate, the School may not approach or receive any monies from sponsors secured by or contracted with the Company for that project for the term of this agreement.
2. **SPONSOR SOLICITATION:** The Company is responsible for the solicitation of sponsor advertising. The Company is responsible for obtaining the advertising displays described in the Equipment Addendum.
3. **SPONSOR PRICING:** The Company shall set the sponsor cost and determine multi-year pricing. The School agrees to incentives listed in the Equipment Addendum for each of the sponsors through the duration of the sponsor’s contract. The sponsor’s contract will survive any termination of this agreement. The Company is responsible for collection of all advertising revenue.
4. **COPYRIGHTS:** The Company shall obtain the rights to use copyrighted materials from the sponsor or owner of the copyright for use in the intended advertising.
5. **COMMISSIONS & FEES:** The School will earn a 50% commission of the collected sponsorship revenue once all School equipment listed on the attached Equipment Addendum is paid for from the School’s share of the revenue. Collected revenue is the amount of sponsor dollars collected minus any applicable finance charges or sponsor cancellation fees. Any signage purchased after the date of delivered equipment will be deducted from the School’s share of the revenue. The School is responsible for installing signage after the initial installation date. If the Company arranges the installation of this additional signage, any installation costs will come from the School’s revenue (if available). The commission payments to the School will be paid at the completion of each annual sponsor term (based on the sponsor’s date of installation) upon confirmation of equipment use and the fulfillment of all School responsibilities.
6. **AD APPROVAL:** The School shall have an opportunity to review and approve all sponsors’ displays prior to publication if they so choose. The School must give written notice of their desire to see the sponsor artwork and have written confirmation that this desire was received by the Company. If the School approves a sponsor and/or sponsor ad sign display and once installed requests that the sponsor and/or their display be removed, the School is responsible for all costs associated with the removal including service costs, labor costs, equipment costs, cancellation fees, travel costs and including but not limited to all legal costs associated with that request.
7. **AD DISPLAY:** The School agrees to display the sponsor ads in accordance to the general accepted practices to maximize exposure of the sponsor ads, including all regular season home sporting events as may be applicable. In the event that the School does not host regular season athletic events at the venue for an entire season, or should the School voluntarily refuse to display the sponsors’ displays/advertisements, the School will be responsible for any pro-rated sponsorship refunds.
8. **OWNERSHIP:** The School shall own the equipment upon delivery to the School campus site.
9. **MAINTENANCE AND INSTALLATION:** Company and School recognize that timely installation of sponsor advertisements and maintenance of equipment is in both parties’ best interest. Installing sponsor ads quickly and maintaining the equipment to insure sponsors receive the exposure they purchased is critical for sponsor satisfaction and the long term success of the project. The School shall be responsible for all costs associated with installation, maintenance, repair and operation of

the equipment. To ensure sponsor ads are installed in a timely manner, the Company shall be responsible for arranging for installation of sponsor advertisements unless the School provides Company written notice that the School will arrange installation. Upon receipt of such notice, Company will ship all future ads sold directly to the School. When School assumes responsibility for installation, the School will have 45 days from receipt of the sponsor ads to complete installation and provide photo verification to Company as proof of performance. In the event the School fails to install within this 45 day period, Company shall email the School's Athletic Director notice that the installation deadline has passed and Company will proceed to complete installation. Whenever Company arranges installation, the cost of installation may be automatically deducted from the School's Revenue account with Power Ad or invoiced to the School. The School shall benefit from all OEM equipment warranties.

10. **TERM:** The term of this agreement shall commence immediately and shall last until ten (10) years from the date that the equipment is installed (scoreboard signage, sign cabinet) or is delivered (scoretable) whichever date is later. After this term, the agreement automatically renews thereafter on a year-to-year basis unless written intent to terminate is given to the Company from the School 60 days prior to an anniversary of this agreement. In the event of the termination of this contract, the School shall honor all advertising contracts in effect until their conclusion.
11. **TERMINATION:** Termination may occur in the event of the following:
 - a. If Company becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors.
 - b. The Company may cancel an Equipment Addendum in the event initial advertising revenue does not cover the equipment listed in the Equipment Addendum and the School and Company are not able to renegotiate the equipment involved. The Company is responsible for any refunds due sponsors.
12. **INSURANCE:** All contractors or subcontractors installing equipment or ads will carry comprehensive general and automotive liability insurance.
13. **OTHER PROJECTS:** Other intrusive sponsor/projects are not permitted. Existing programs are permissible and must be disclosed in writing at the time of signing. New signage/displays within the same venue inhibit the success of this project and thus are not permitted.
14. **GOVERNING LAW:** This agreement will be governed by and constructed in accordance with the laws of the State of Ohio without reference or regard to conflict of law provisions or other laws of any jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Ohio. The Sponsor agrees that any litigation arising directly or indirectly out of, or in any way relating to this Agreement shall commence exclusively in the State of Ohio Courts of Warren County, and that School, by this Agreement, consents to the jurisdiction of these courts.

The terms and conditions of this agreement shall not be binding until signed by all parties, as appropriate, and shall be effective as dated below. The true term of this agreement will begin upon the installation of the equipment listed on the Equipment Addendum.

The School

Power Ad Company

Authorized School Representative Signature / Date

Signature / Date

Printed Name / Title

Printed Name / Title