

**MIAMI TRACE LOCAL SCHOOLS
SPONSORSHIP AGREEMENT**

THIS SPONSORSHIP AGREEMENT ("Agreement") is made and entered into as of this 1st day of September, 2018, by and between the Board of Education of the Miami Trace Local School District ("Miami Trace") and the Southern Ohio Educational Service Center ("SOESC").

WHEREAS the purpose of this Agreement is to set forth the terms and provisions that have been agreed upon by Miami Trace and SOESC regarding funding to be provided by SOESC by purchasing a Sponsorship Package. In exchange, Miami Trace will grant certain sponsorship and marketing rights to SOESC, as identified in Attachment A -Sponsorship Package.

NOW, THEREFORE, in consideration of the promises and terms contained herein and other good and valuable consideration between the parties as provided herein, the sufficiency of which is hereby acknowledged, Miami Trace and SOESC agree as follows:

1. Term of Agreement. The period of this agreement shall be for an initial term of 1 year, effective September 1, 2018 through August 31, 2019, with first right of refusal/renewal to extend additional years, as detailed in Item 3.
2. Payment. SOESC shall make payments to Miami Trace Local Schools as follows:

October 1, 2018	\$2,000
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The total amount of the sponsorship is \$2,000

3. First Right of Refusal/Renewal. SOESC shall have the right of first refusal and/or renewal to negotiate a new agreement, with respect to Sponsorship Rights and Conditions, and other terms and conditions, satisfactory to both parties, to extend this agreement for an additional year. SOESC to notify Miami Trace in writing, no less than 180 days prior to expiration of Agreement, to exercise its right to negotiate as a first right of refusal and/or renewal.
4. Assignment. This agreement shall not be assigned by SOESC, nor shall SOESC grant any other person any of its rights without prior written consent of Miami Trace.
5. Hold Harmless and Indemnification. SOESC will indemnify, defend and hold harmless Miami Trace Schools, as well as its board members, officers, and employees from and against any and all liability, loss, cost, expense (including reasonable outside attorneys' fees), arising out of or in connection with any claim, demand, action, cause of action, suit or proceeding brought or instituted by any third party relating to any lawsuits or causes of action arising out of or related in any way to any promotion or advertisement of SOESC or as a result of any claim against Miami Trace Schools arising from or relating to this Agreement.

6. Applicable Law. This Agreement shall be governed by the laws of the State of Ohio, without regard to the conflict of laws principles or rules. If any provision of this Agreement is or becomes unenforceable, the other provisions shall remain valid and enforceable to the maximum extent possible.
7. Nondiscrimination. It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, disability, or for any unlawful reason.
8. Default. The failure of SOESC to pay when due any amount owing under this Agreement, and such failure to cure within thirty (30) days after SOESC receives written notice of the default from Miami Trace, shall constitute a Default under this Agreement.
9. Remedies on Default. Upon the occurrence of any Default by SOESC, Miami Trace Schools shall have the right to elect to terminate this Agreement by giving SOESC a Termination Notice, in writing. If Miami Trace Schools so elects to terminate this Agreement, then within thirty (30) days following the effective date of such Termination Notice, SOESC shall pay to Miami Trace Schools any Annual Payment, or portion thereof, due to Miami Trace Schools through the end of the current Contract Year. In addition, SOESC will (a) pay the remaining Annual Payments to Miami Trace Schools when and as each such Annual Payment would otherwise become due under the terms of this Agreement (but for the termination of this Agreement), less the amount of any mitigation income Miami Trace Schools receives as a result of its reasonable efforts to so mitigate its damages. Notwithstanding the above, nothing contained herein shall be deemed or construed so as to require Miami Trace Schools to terminate this Agreement following the occurrence of an Event of Default by SOESC or to in any way limit or restrict the rights and remedies of Miami Trace Schools in such event. Miami Trace Schools shall be entitled to these remedies in addition to their reasonable attorney fees should Miami Trace Schools be required to file an action in court to enforce its rights under this Agreement.

SO AGREED:

MIAMI TRACE LOCAL SCHOOLS:

Board of Education President

Date

Treasurer

Date

SOUTHERN OHIO EDUCATIONAL SERVICE CENTER:

Beth Justice Superintendent
Authorized Signature and Title

8/30/18
Date

Printed Name of Contact:
Southern Ohio Educational Service Center

Address:
3321 Airborne Road Wilmington Ohio 45177

Phone:
937-382-6921

Email:
bjustice@southernohioesc.org

**ATTACHMENT A
TERMS AND CONDITIONS**

SPONSORSHIP PACKAGE

DIGITAL CONTENT

- Pre-game: One (1) 10 - second animated logo per home varsity football game
- In-game: One (1) 15 - second video promo (Southern Ohio Educational Service Center provided) per home varsity football game
- Pre-game: One (1) 10 - second animated logo per home varsity basketball game
- In-game: One (1) 15 - second video promo (Southern Ohio Educational Service Center provided) per home varsity basketball game

USE OF MIAMI TRACE LOGO AND TRADEMARKS

- This package does not authorize the Sponsor to use any of the names, logos, trademarks or service marks of Miami Trace Schools without prior written consent of Miami Trace Schools. However, the Sponsor shall have a non-exclusive license to use the Miami Trace name and logo solely in connection with the Sponsorship advertisements set forth here in Attachment A.