

# **FINAL DRAFT**

## **AGREEMENT**

This Agreement is by and between the Manheim Township School District (hereinafter referred to as “School District”), a public school district organized and existing under the Public School Code of the Commonwealth of Pennsylvania, and which maintains its principal offices located at 450A Candlewyck Road, P.O. Box 5134, Lancaster, PA 17601, and MT Community Partners, LLC (“Community Partners”), a non-profit limited liability corporation whose sole member is the Manheim Township Educational Foundation. Community Partners maintains its principal place of business located at 450A Candlewyck Road, Lancaster, Pennsylvania 17601.

The School District and Community Partners, each intending to be legally bound hereby, agree as follows:

1. The School District engages Community Partners as its exclusive representative to solicit and manage corporate and community sponsorships and naming rights with respect to certain School District events and facilities. The services provided by Community Partners to the School District shall be governed by this Agreement and shall be referred to as the “services.”

2. Services. Community Partners agrees to provide all services contemplated by this Agreement in a diligent, timely and professional manner, with full disclosure of its activities to the School District in strict accordance with this Agreement.

3. Term of Agreement. The initial term of this Agreement shall commence upon approval of this Agreement by the Board of School Directors of this Agreement and shall continue for a period of five (5) years (the “Initial Term”), unless otherwise terminated in accordance with the provisions of this Agreement. At the end of the Initial Term, and any subsequent renewal term (as defined below), if the Agreement has not otherwise terminated as

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provided herein, this Agreement shall automatically renew for a successive period of five (5) years (each defined as a “Renewal Term”) unless either Community Partners or the School District provides the other party with written notice of a nonrenewal at least twelve (12) months prior to the applicable renewal date.

Either Community Partners or the School District may terminate this Agreement upon written notice to the other:

- a. At any time, upon any breach or default by the other under this Agreement that remains uncured for sixty (60) days after written notice of such breach; or
- b. At any time following the date which is at least twelve (12) months prior to the conclusion of either the Initial Term or any Renewal Term.

Any sponsorship agreement(s) entered into in accordance with this Agreement shall survive any expiration or termination of this Agreement.

#### 4. Performance.

- a. Community Partners, at all times, shall comply with all applicable laws, regulations, ordinances and other legal or governmental requirements and with all applicable policies, guidelines and procedures of the School District. Community Partners shall pay all federal, state and local taxes pertaining to the services provided by Community Partners under this Agreement, or Community Partner’s performance under this Agreement. Any time specified for performance or completion of the services is of the essence.
- b. Community Partners shall keep and maintain financial or other records sufficient to verify Community Partners’ performance of the Services under this Agreement and shall provide the School District, upon reasonable request, with copies of any such records or

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other information as the School District may reasonably require regarding the Services and Community Partners' compliance with this Agreement.

c. Community Partners shall provide to the School District, on at least an annual basis within sixty (60) days at the end of each fiscal year, financial statements of Community Partners concerning a statement of financial position, a statement of activities, a statement of functional expenses and a statement of cash flows, in the customary form for Pennsylvania nonprofit entities.

d. Community Partners shall provide to the School District, at the School District's request not more frequently than every three (3) years, such annual financial statements (as described in the preceding paragraph), as audited by an independent certified public accountant reasonably acceptable to the School District, and the cost of such audit shall be borne by the School District (unless such audit is otherwise obtained by Community Partners notwithstanding the School District's request).

e. This Agreement creates a fiduciary duty on the part on MTEF toward the School District. Community Partners shall use its best efforts to protect the School District's interests and to fulfill Community Partners' obligations under this Agreement.

f. Community Partners shall use only a form of sponsorship agreement(s) as may be designated or approved by the Board of School Directors of the School District. Community Partners shall expressly identify, in writing, any proposed deviation from the approved form of sponsorship agreement(s) for any specific proposal. A copy of the approved sponsorship agreement is attached as Exhibit A.

g. Community Partners recognizes that certain sponsorships may be antithetical to the School District and its community as a public school district. Consequently,

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Community Partners shall not propose sponsorships to the School District for businesses that provide goods or services involving products that would be unlawful or inappropriate for an individual who is less than eighteen (18) years of age (i.e., alcohol, tobacco, etc.).

h. The authority granted to Community Partners pursuant to this Agreement shall enable Community Partners to develop partnerships and/or sponsorships at locations within the common areas of the high school and the athletic fields on the School District's high school campus. The School District may consider sponsorship for other locations upon a case by case basis, and only upon approval of the Board of School Directors.

i. Community Partners shall have the authority to enter into a sponsorship agreement without specific approval by the Board of School Directors provided that the agreement does not exceed an aggregate value of \$2,500 and/or does not exceed two (2) years in length.

j. Any sponsorship agreement obtained by Community Partners that exceeds an aggregate value of \$2,500 or exceeds a term of two (2) years shall require the specific approval of the Board of School Directors prior to Community Partners entering into the sponsorship agreement. The School District and its Board of School Directors, shall promptly review such proposals for such approval.

k. Any sponsorship agreement proposed by Community Partners which would require the naming or renaming of a School District building, facility or space must be approved by the Board of School Directors.

l. The School District may purchase and place banners for School District purposes through Community Partners. For such banners, the School District shall reimburse Community Partners for the actual cost and labor to produce and install such banners.

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m. With respect to all proposed Non-School Use events under the Event Management Guidelines, Community Partners shall notify the School District in writing, providing all applicable details of the proposed event; if the School District either expresses its consent in writing or does not object within ten (10) days to the proposed Non-School Use event then Community Partners shall have the authority to schedule such Non-School Use event as described in the notice. Nothing in this Agreement imposes any duty on the School Board or School District to approve any Sponsorship agreement/arrangement or, except as provided above, any Non-School Use agreement/arrangement, regardless of whether it complies with the Guidelines or other School District policies. Community Partners is not authorized, nor shall it hold itself out as being authorized, to incur any liability, make any representations or impose/accept any obligations, contractual or otherwise, on behalf of the School District, except as provided above.

n. In its performance of the services, Community Partners agrees to take all reasonable steps that are necessary and appropriate to safeguard the School District's premises and property.

o. To the extent that any employee of Community Partners shall have direct contact with children, Community Partners will comply with and will provide the School District with clearance and certification requirements relating to student welfare, child abuse and criminal backgrounds, as required by applicable law.

p. Community Partners understands and agrees that it has sole responsibility to ensure that any advertising materials temporarily or permanently installed on School District property will comply with all local zoning and land use ordinances. Community Partners shall be responsible to identify and arrange for any necessary approvals, waivers, variances or permits

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required for the installation of advertising materials. All costs associated with the foregoing shall be borne by Community Partners, if not paid by the third party to any approved sponsorship agreement.

5. Contractor Status. In performing Community Partners' obligations under this Agreement, Community Partners is and at all times shall be and remain an independent contractor. Neither Community Partners nor the School District is an employee, partner or agent of the other hereunder, and neither Community Partners nor the School District is authorized to incur any liability or make any representations on behalf of the other.

6. Confidentiality and Property Rights.

a. During the term of this Agreement, Community Partners may be provided, may have access to or may come into possession of, certain proprietary and/or confidential information of the School District ("Confidential Information"). In order to be considered "Confidential Information", the School District must specifically designate the information as such.

b. During the term of this Agreement, Community Partners shall not, directly or indirectly, acting alone or with others: (i) disclose to any other person or entity any specifically designated Confidential Information (unless required by law); or (ii) act or engage in any conduct which is inimical or contrary to the best interest of the School District. Upon expiration/termination of this Agreement or otherwise upon the request of the School District, Community Partners (iii) will immediately cease to use any Confidential Information, (iv) will immediately return all Confidential Information, and all copies thereof (in whatever form) in the Community Partners' possession or control to the School District, and (v) will not at any time

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thereafter, directly or indirectly, disclose to any person or entity any such Confidential Information (unless required by law).

c. Community Partners hereby grants and assigns to the School District a license to use any and all inventions, works, reports, drawings, data, writings and technical information made or prepared by Community Partners, or Community Partners' employees and/or agents, alone or with others, during the term of this Contract, that relate in any manner to the Services (collectively, the "Works"), but ownership of the Works shall remain with Community Partners. Any and all inventions, works, reports, drawings, data, writings and technical information that Community Partners delivers to the School District hereunder will be of original development by either Community Partners or the parties to any sponsorship agreement. Community Partners will not knowingly infringe upon or violate any patent, copyright, trademark, invention, proprietary information, nondisclosure, or other right of any third party.

d. Community Partners and the School District each recognizes that immediate and irreparable damage will result to the other if it breaches any of the terms and conditions of this Section 6 and, accordingly, Community Partners and the School District each hereby consents to the entry by any court of competent jurisdiction of any injunction (both preliminary and/or permanent) against it to restrain any such breach, in addition to any other remedies or claims for money damages which Community Partners or the School District may seek. The provisions of this Section 6 shall survive any termination or expiration of this Agreement

7. Indemnification. Community Partners shall indemnify and hold harmless the School District and its directors, officers, employees and agents from and against any and all

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claims, demands, fines, costs and expenses (including, without limitation, reasonable attorneys' and accounting fees) which relate to or arise out of (a) any breach or default by Community Partners under this Agreement or any certification of Community Partners, or (b) any acts or omissions of Community Partners (or any of Community Partners' directors, officers, representatives, employees, agents, contractors or invitees). Likewise, the School District shall indemnify and hold harmless Community Partners and its directors, officers, employees and agents from and against any and all claims, demands, fines, costs and expenses (including, without limitation, reasonable attorneys' and accounting fees) which relate to or arise out of (c) any breach or default by the School District under this Agreement or any certification of the School District, or (d) any acts or omissions of the School District (or any of the School District's directors, officers, representatives, employees, agents, contractors or invitees).

8. Entire Contract. This Agreement contains the entire agreement of the School District and Community Partners with respect to the subject matter hereof and shall not be modified or changed in any respect except in a writing duly signed by the School District and Community Partners. This Agreement shall not be in effect unless and until it is approved by the Board of School Directors of the School District.

9. Governing Law and Jurisdiction. This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws rules. The Court of Common Pleas of Lancaster County, Pennsylvania shall have exclusive jurisdiction and venue of any dispute under this Agreement. Any dispute shall be resolved by non-jury trial, and both the School District and Community Partners irrevocably waive any right to jury trial which may exist. In the event of any breach of this Agreement by Community Partners and/or in any action brought by the School



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District to enforce this Agreement, the School District shall be entitled to collect its reasonable attorneys' fees and other expenses.

10. Interpretation and Non-Assignment. The word "including" as used herein is intended to be exemplary only, and not limiting, of the word or phrase it modifies. Community Partners may not, without the School District's prior written consent, transfer or assign Community Partners' rights or obligations under this Agreement. Except as set forth in the preceding sentence, this Agreement shall be binding upon and shall benefit the School District and Community Partners and their respective successors and permitted assigns. No provisions of this Agreement shall impose liability, directly or indirectly, on the School District from which it would otherwise be immune under applicable law. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and which together shall constitute the same instrument.

11. Notices. Any notices under this Agreement shall be in writing and addressed to the School District at its principal office and to the Community Partners at Community Partners' address as identified above or as otherwise reflected on the School District's records. Notices may be personally or otherwise delivered in any manner reasonably expected to assure the actual receipt thereof.

12. Effective Date. This agreement shall not be in effect until it is approved and executed by both parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Community Partners and the School District have executed this Agreement as of the first date written above.

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MANHEIM TOWNSHIP SCHOOL DISTRICT

By: \_\_\_\_\_ (Seal)

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

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

MT COMMUNITY PARTNERS, LLC

By: \_\_\_\_\_ (Seal)

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

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



# Sponsorship Agreement

450A Candlewyck Road  
Lancaster, PA 17601  
717-735-1751  
www.mtef.net

**Company**  
**Contact Person**  
**Address**  
**City, State, Zip**  
**Phone**  
**Fax**  
**Email**

## Sponsor Contact Information

**Company ABC**  
**Mr. In Charge**  
**123 Street**  
**City, ST 12345**  
**717-555-5555**  
**incharge@companyABC.com**

## Sponsor Billing Information

**Same**

The undersigned Sponsor hereby contracts with the *MTEF Community Partners, LLC* for the following Items:  
**Agreement Term: 1 Year From: 1 Sept 2016 To: 1 Sept 2017 Agreement Date: 9/1/16**  
**Sponsorship:**

Item	Amount
1 Year Stadium Sign x 1 years	\$1500.00
1 Community Partners Board x 1 years	No Charge
Website Logo and Link	No Charge
<hr/>	
<b>Total</b>	<b>\$1500.00</b>

(PA Sales Tax Included Where Applicable)

Total Amount is due and payable in full within thirty (30) days of contract date, unless otherwise provided in an addendum signed by sponsor and club and attached hereto.

**Make Checks payable to: "MTEF Community Partners"**

**General conditions attached hereto are hereby incorporated into and made a part of this contract.**

Sponsor: \_\_\_\_\_

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

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

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

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

**Agreed and Accepted by MTEF Community Partners Representative:**

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

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

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

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



**Addendum to Sponsorship Agreement**

**Between**

**Company ABC**

**And**

**MTEF Community Partners, LLC**

**Dated: 09-01-16**

The Additional Terms Agreed to Between Sponsor and MTEF Community Partners  
are as follows:

**Agreement Term: 1 Year    From: 1 Sept 2016    To: 1 Sept 2017    Agreement Date: 9/01/16**

First payment of \$ \_\_\_\_\_ due upon contract signature  
Second payment of \$ \_\_\_\_\_ due 1 October 2016

- The contract term commences on the date in which signage is installed at the venue noted above
- Logo and link to Sponsor's website via *Community Partners' Page* on MTEF.net
- Presence on *MTEF Community Partners* Board at MTHS offering cards, brochures, coupons, etc., as provided by the Sponsor
- Other: **NONE**

*Note: MTEF Community Partners will be responsible for maintaining the quality of all signage approved by both parties for the length of this contract.*

Signatures:

Sponsor: \_\_\_\_\_

MTEF Community Partners Representative: \_\_\_\_\_

MT Educational Foundation Representative: \_\_\_\_\_

## General Conditions to Sponsorship Agreement

1. All sums due and payable to MTEF Community Partners hereunder shall be paid in full no more than thirty (30) days from the date of execution of this contract by the parties hereto, unless a different date for payment or a payment schedule is provided for in this contract or any addendum attached hereto. Unless otherwise provided herein, the sponsorship fee specified herein is a "net" amount (meaning the gross sponsorship fee less deductions for any and all agency fees and commissions), and sponsor shall be solely responsible for any agency fees and commissions due to its advertising and media agencies. A monthly finance charge of 1.5% or the maximum rate permitted by law (whichever is less) will accrue on all amounts not paid by the due date.
2. Unless provided otherwise in the contract or any addendum attached hereto, sponsor shall be responsible, at its cost, for the production of all advertising copy and other advertising materials (the "Sponsorship Materials") and any alterations thereto. However, to the extent this contract or any addendum attached hereto deems MTEF Community Partners responsible for production of any Sponsorship Materials; sponsor must provide MTEF Community Partners with text, artwork, graphics and photographs ("Sponsor Content") that may be incorporated into such materials. Sponsor hereby grants MTEF Community Partners a non-exclusive, non-transferable, limited and revocable license to (i) incorporate the Sponsor Content into the Sponsorship Materials, and/or (ii) display the Sponsorship Materials pursuant to the terms and conditions of this Agreement. Sponsor shall be solely responsible for, and protect MTEF Community Partners and the School District against all claims relating to, the Sponsor Content and/or the Sponsorship Materials, which must be pre-approved by MTEF Community Partners and school district personnel. Any alterations under this contract to any Sponsorship Content and/or Sponsorship Materials will be the sole responsibility of sponsor, at its cost, and must be approved by school district personnel. MTEF Community Partners performance hereunder shall be contingent upon sponsor's supplying MTEF Community Partners with all necessary Sponsor Content by the date stated in this contract. Sponsor shall not use the school district name, logo or other trademarks without prior written school district approval. No Sponsorship Materials constituting signage shall be removed, covered, or intentionally obstructed for any purpose during any event (other than an obstruction by the erection of equipment necessary for the conduct or performance of an event or unintentional obstruction caused by people attending an event) without the prior written consent of the sponsor.
3. If MTEF Community Partners does not or cannot provide any element referenced herein, for any reason, then MTEF Community Partners shall provide a "make-good" of the affected element/benefit, whether by substituting another advertising or sponsorship slot (if applicable), or extending the time-frame for provision of the affected element/benefit, as determined by MTEF Community Partners, in its sole, but reasonable, discretion. The remedies provided for in this paragraph shall be sponsor's exclusive remedies in the event that MTEF Community Partners does not or is unable to provide any advertising or sponsorship element or benefit referenced in this contract.
4. MTEF Community Partners may terminate this contract, without further liability on its part (including any refund), in the event sponsor: (a) fails to cure its material breach of this contract (including, without limitation, any failure to make payment hereunder) within fifteen (15) days of its receipt of notice of such breach; or (b) makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, if a petition in bankruptcy is filed against sponsor, or if a receiver or trustee is appointed for all or any part of the property or assets of sponsor. Such right of termination shall be in addition to all other remedies available to MTEF Community Partners. Upon any such termination, all present and future amounts due from sponsor hereunder shall become immediately due and owing.
5. All Sponsorship Material will become property of MTEF Community Partners following termination or expiration of this contract and will not be returned to sponsor.
6. Sponsor shall not assign or sub-license this contract or any of its rights or duties hereunder and, therefore, may not engage in any "co-branding" or partnering arrangement with any other advertiser or sponsor with respect to any of the rights or benefits granted hereunder, without the prior written approval of MTEF Community Partners.
7. This contract (including any attached addendum) represents the entire understanding of the parties with respect to the subject matter hereof, and may only be amended by the written agreement of an authorized representative of each of the parties hereto. Sponsor agrees that no agreement or promise has been made by MTEF Community Partners or any of its representatives in reference to this contract that is not stated herein, and that there is no verbal understanding of any kind that can in any way affect the terms of this contract. Without limiting the generality of the foregoing, no term or condition set forth herein or any obligation incurred hereby shall be altered, abridged or rescinded by any unilateral statement or document issued by sponsor, unless specifically and explicitly agreed to by MTEF Community Partners in writing with specific reference to this paragraph 7. This contract shall not become effective until signed by both of the parties hereto. This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. Sponsor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in Lancaster County, Pennsylvania and consents that all service of process be sent by nationally recognized overnight courier service directed to sponsor at sponsor's address set forth herein. If either party institutes any suit or action to enforce its rights hereunder, the prevailing party in such suit or action shall be entitled to recover from the other whatever sum the court may award as reasonable attorneys' fees in such suit or action and in any appeals there from, to the extent actually incurred by such party.
8. Prior approval of the Manheim Township School District Board of School Directors (the "School Board") is required for any agreement: (i) providing exclusive rights; AND/OR (ii) with a duration in excess of two years; AND/OR (iii) with an indicated value in excess of \$2,500. In the event this contract includes any of the foregoing characteristics it shall be invalid and shall be of no force and effect unless and until it is approved by the School Board.
9. Sponsor hereby assumes full and complete responsibility and liability for the content of all advertising copy. Sponsor agrees to defend, indemnify, and hold harmless the Manheim Township School District, the School Board, MTEF Community Partners, MTEF and each of their present and future board members, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns (collectively the "Representatives"), from and against any and all losses, liabilities, damages, claims, demands, suits and judgments (collectively, "Claims"), including, without limitation, attorney's fees and the costs of any legal action arising out of (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by sponsor, including, without limitation, the Sponsor Content; (ii) the character, content, and subject matter of any advertising copy displayed by sponsor, including, with; (iii) any breach of this agreement by sponsor and all costs incurred by Manheim Township School District or any Representatives (including but not limited to attorney's fees) as a result of any breach of this agreement, the enforcement of this agreement against sponsor, or the collection from sponsor of any amounts due hereunder. Sponsor fully and forever waives, discharges, and releases Manheim Township School District, MT Community Partners Group and the Representatives from any and all claims arising out of or related to any matter described in clauses (i) through (iii) above.

Sponsor Initials