

WINNER SCHOOL DISTRICT 59-2

SPONSORSHIP AGREEMENT

This Agreement is made effective the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between Winner School District 59-2 ("District") and \_\_\_\_\_ ("Sponsor").

Sponsor has agreed to provide a sponsorship in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_.00), payable as follows:

The sum of \$\_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_; and

The further sum of \$\_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_; and

A final payment of \$\_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_.

In consideration of the payment of such amount(s), District will recognize the Sponsor's contribution by placement of Sponsor's business name and/or logo, in format and appearance that Sponsor approves after being graphically presented to Sponsor by District. The display will be set in a permanent placement at the following location:

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And will be kept and maintained at that location for a period of \_\_\_\_ years following the expiration of which this Agreement will terminate and the display may be removed by District.

The materials utilized for the display will be as selected by and approved by District. Costs of installation will be paid by the District using a portion of Sponsor's contribution. Once placed, the display will be kept at that location, and will maintained by District in approximately the originally-placed condition, subject to the following stipulations and conditions:

1. The sponsorship must be paid in full and on time according to the payment terms set forth above, time being of the essence to this Agreement.
2. This Agreement does not give Sponsor any right of occupancy, by lease or sale or otherwise, nor any assignable or transferable interest in the display.

3. Sponsor will not have the right to change or alter the display once it is put into place.
4. If sponsor goes out of business or otherwise ceases the commercial activity which is depicted in the display, District shall be authorized to remove the display, at District's expense, and to replace it with any other sponsorship display or with no display, as District may determine.
5. If the facility or improvement on which the display is placed is subsequently destroyed or extensively damaged such that the Board of Education elects to replace it, the District will not be obligated to replace the display in its original format and appearance, although it may elect to do so.
6. Sponsor shall not be permitted or authorized to express or imply that its products or services are endorsed, promoted or encouraged by District.
7. This Agreement shall not be construed or interpreted as creating any partnership, joint venture or cooperative venture of any sort between District and Sponsor.
8. The funds provided by the Sponsor will be applied to its intended purpose, but any funds remaining shall be available for any other purpose determined by the Board of Education as part of its general fund.
9. Any breach of any material provision of this Agreement which is not cured within fifteen (15) days following written notice to Sponsor, shall authorize District to terminate this Agreement without further notice and to remove the display which District may then replace with any other sponsorship display it elects or which District may elect to leave vacant.

If Sponsor is an entity, that entity warrants that its officer or representative executing this Agreement in the name of the entity is fully authorized to do so, that the entity has the legal authority to enter into this Agreement, and that this Agreement is binding upon the entity.

IN WITNESS WHEREOF, the parties have executed this Sponsorship Agreement this \_\_\_\_ day of \_\_\_\_\_, 2010.

SPONSOR:

WINNER SCHOOL DISTRICT 59-2

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson, Board of Education

ATTEST: \_\_\_\_\_  
Business Manager