

AGREEMENT

This Agreement is entered into by and between the **Elida Local School District Board of Education** (the "Board") and **The Union Bank Company** (the "Advertiser") effective this ____ day of _____, 2025.

WHEREAS, the Board intends to replace the Elida Fieldhouse floor;

WHEREAS, the Board intends to fund a portion of this project by selling advertising space;

WHEREAS, the Advertiser desires to purchase advertising space on the floor and walls of the Elida Fieldhouse.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Board and the Advertiser hereby agree as follows:

1. The Advertiser shall pay the Board a total of **\$150,000**, payable in twenty (20) annual payments of \$7,500 on or before August 31st of each year from 2025 through 2044, inclusive.
2. The Board shall permit the Advertiser to continuously display advertising on (a) the floor of the Elida Fieldhouse (the "Floor Ads") and (b) the walls behind the basketball baskets on the east and west side of the Fieldhouse floor (the "Wall Ads"). The design of the Floor Ads and the Wall Ads shall be determined by the Advertiser, may be changed by the Advertiser from time to time, and may consist of the Advertiser's name, logo and/or other textual or graphical material. All costs associated with any design changes shall be borne by the Advertiser.
3. The Floor Ads shall be painted on or affixed as a decal to the Fieldhouse floor. The Board and Advertiser shall mutually agree on the dimensions and placement of the Floor Ads, provided however that one Floor Ad shall be prominently displayed on each half of the Fieldhouse floor's basketball court and the lettering of the Floor Ads shall be no smaller than any other lettering on the Fieldhouse floor with the exception of the league initials, WBL, which may be equal to or larger than the lettering of the Floor Ads. The Floor Ads shall be the only advertising on the Fieldhouse floor.
4. The Board shall be solely responsible for all of the costs of the Floor Ads (including without limitation painting, fabricating, installing, repairing and maintaining the Floor Ads), provided however that the costs of replacing the Floor Ads as a result of the Advertiser's decision to change the design of the Floor Ads (including but not limited to changing the name or logo featured in the Floor Ads) shall be borne by the Advertiser (not to exceed once every five years). The Board shall (a) repair and maintain the Floor Ads as needed and (b) repaint and/or maintain them whenever any other surface on the Elida Fieldhouse floor is repainted and/or maintained.
5. The Wall Ads shall be prominently displayed and shall consist of nine foot long by four foot high signs attached to the east and west walls of the Fieldhouse floor in a position to be determined by the Advertiser. The size of the Wall Ads shall be equal to or larger than any other advertising on the Fieldhouse walls.
6. The Board shall be solely responsible for all of the costs of the Wall Ads (including without limitation painting, fabricating, installing, repairing and maintaining the Wall Ads), provided however that the costs of replacing the Wall Ads as a result of

- the Advertiser's decision to change the design of the Wall Ads (including but not limited to changing the name or logo featured in the Wall Ads) shall be borne by the Advertiser. The Board shall repair and maintain the Wall Ads as needed.
- 7. The Advertiser shall be permitted to distribute marketing materials at one game per sport per year on dates to be determined by agreement of the Advertiser and the Board's Athletic Director. Advertiser shall be given the opportunity to determine the dates on which it will distribute its marketing materials before any dates are scheduled for another advertiser to distribute marketing materials. No other advertiser shall be permitted to distribute marketing materials on the dates on which the Advertiser is scheduled to distribute marketing materials.
- 8. The official name of the Elida Fieldhouse floor shall be "The UNION BANK Court of Dreams" or such other name as the Advertiser and the Board shall from time to time hereafter agree. The Board shall use its best efforts to promote and encourage reference to the floor by its official name, including but not limited to (a) including reference to "The UNION BANK Court of Dreams" in every advertisement, promotion and press release regarding an athletic event at the Elida Fieldhouse, (b) announcing "Welcome to The UNION BANK Court of Dreams" at the beginning of every athletic event at the Elida Fieldhouse; (c) prominently displaying the phrase "Welcome to The UNION BANK Court of Dreams" on the cover page or first page of any program distributed at an Elida Fieldhouse athletic event; and (d) requesting press and media personnel to include reference to "The UNION BANK Court of Dreams" when reporting on athletic events at the Elida Fieldhouse.
- 9. The Advertiser shall have the right of first refusal to continue as the exclusive floor advertiser and preferred wall advertiser at the Elida Fieldhouse at the expiration of this Agreement. This paragraph shall survive the termination of this Agreement.
- 10. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, pertaining to that subject matter.
- 11. All modifications to this Agreement shall be in writing and signed by both the Board and the Advertiser.
- 12. This Agreement shall terminate on August 31st, 2045.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date above written.

**ELIDA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

THE UNION BANK COMPANY

By: _____
David Peters, Board President

By: _____
Brian D. Young, President/CEO

By: _____
Joel Mengerink, Superintendent

By: _____
Larry Kaiser, Treasurer