

SERVICE AGREEMENT

This Lease Agreement ("Lease") entered into this ____ day of _____, 2011, by and between the **Scholastic Sponsors Association, LLC**, ("**Service Provider**"), an Ohio Limited Liability Company with its principal place of business at 6133 Rockside Road Suite #405, Independence, Ohio, 44131, and **Revere Local School District** ("**Customer**") whose address is 3496 Everett Road, Richfield, OH 44286.

BACKGROUND

- A. The Service Provider is in the business of soliciting advertisements to be placed on Public School District's websites.
- B. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- C. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

I. Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to solicit third-party advertisements to be placed on the **Revere Local School District's (RLSD)** website (the "Services").
- 2. The Service Provider will store all advertisement data on the Service Provider's server with the ad logo being placed on **RLSD** website.
- 3. The Services may also include advertising in other media venues, such as district-originated e-communications, upon express written consent of Customer.
- 4. The Service Provider will review monthly all analytics on **RLSD** website.

II. Customer Approval

- 1. Before being placed on the **RLSD** website, each advertisement will be reviewed and approved by the Customer. The Customer, in its sole discretion, can refuse an advertisement for any reason.

2. Before being placed on the **RLSD** website, each advertisement will be reviewed and approved by the Customer. The Customer, in its sole discretion, shall determine if the advertising contract is fair and equitable to **RLSD**.
3. If for any reason the advertiser performs an illegal act or the advertisement has inappropriate content, the Service Provider shall remove the advertisement immediately and inform all parties in writing.

III. Exclusivity

1. The Service Provider will be the exclusive representative seeking advertisements to be placed on the **RLSD's** website.
2. The Service Provider's shall not seek or place advertisements on any of **RLSD** property, real or intellectual, without prior written consent of Customer.
3. The Service Provider's exclusivity right does not extend beyond **RLSD's** website unless otherwise agreed upon in writing.

IV. Term of Agreement

1. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for a 24 month period. This Agreement will renew automatically unless Customer provides forty-five (45) days written notice of its intent to not renew.
2. At any time, either party has a right to terminate this Agreement by providing the other party forty-five (45) days written notice.

V. Compensation to Customer

1. The Service Provider shall pay Customer forty-five percent (45%) of monies on each AD, as approved by Customer pursuant to Section II (2) above.
2. The Customer will receive from Service Provider, on a quarterly base, all monies paid by advertisers.
3. Customer shall be entitled to compensation, as set forth in Paragraph 1. of this Section, on all up front fees and monthly promotion fees paid by advertiser according to advertiser's AD Agreement.

VI. Access to Customer Data

1. The Customer agrees to provide, for the use of the Service Provider in providing the Services, the following:
 - a. Customer will allow will Service Provider full access to Customer's website analytics.
 - b. Customer will provide all needed information to promote the advertiser.
 - c. Customer will provide access to website to apply all ad logos
 - d. Customer will provide authority to Service Provider to refresh Customer's website analytics after any change is done to the website.

VII. Confidentiality

1. The Service Provider and Customer agree that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer and Service Provider, which the Service Provider and Customer has obtained, without the express written consent of the Customer and Service Provider unless requested by law. Any unauthorized release of confidential information shall be a breach of this Agreement and the Customer or Service Provider shall be entitled to compensation from the Service Provider and Customer for all damages caused by this breach. This obligation will survive indefinitely upon termination of this Agreement.

VIII. Ownership of Materials

1. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
2. The Service Provider may retain use of the said materials in furtherance of this Agreement and only for the term of this Agreement. Service Provider shall not use the materials upon termination of the Agreement and all materials shall be returned to the Customer.

IX. Return of Property

1. Upon the expiration or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

X. Assignment

1. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

XI. Capacity/Independent Contractor

1. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

XII. Modification of Agreement

1. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

XIII. Notice

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered as follows:

To Customer:

Revere Local School District
3496 Everett, Richfield, Ohio, 44286
P.O. Box 340, Bath, Ohio 44210-0340
Email: charbina@revere.k12.oh.us

To Service Provider:

Scholastic Sponsors Association, LLC
6133 Rockside Road, Independence, Ohio, 441312
Fax Number: 4407861407
Email: info@scholasticsponsors.org

Or to such other address as to which any Party may from time to time notify the other.

XIV. Costs and Legal Expenses

1. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

XV. Entire Agreement

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

XVI. Indemnification

1. The Service Provider agrees to indemnify, hold harmless and defend Customer, its officers, employees, agents, representatives, volunteers and assigns against any and all claims, costs (including reasonable attorney's fees), demands, causes of action, suits, injuries, damages of any kind whatsoever resulting from the Services or any negligent act of Service Provider arising directly or indirectly out of the Services performed by the Service Provider.

XVII. Titles/Headings

1. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

XVIII. Governing Law

1. Any controversy relating to this Agreement or the transactions contemplated hereunder shall be governed by the laws of Ohio and any related action shall be commenced and maintained in a state or Federal court in the State of Ohio, County of Summit.

XIX. Severability

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

XX. Waiver

1. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this _____ day of _____, 2011

Scholastic Sponsors Association, LLC

Date

By: _____

Title: _____

Revere Local School District

Date

By: _____

Title: _____