

The Nixa Public Schools Advertising/Sponsorship Terms and Conditions

These Advertising/Sponsorship Terms and Conditions (“**Terms and Conditions**”) are entered into by Nixa Public Schools, on its own behalf and on behalf of all schools comprising Nixa Public Schools (collectively, “**Nixa Public Schools**”, or “**we**”, or “**our**”, or “**us**”) and the entity (the “**Advertiser**”, “**Sponsor**” or an agent acting on behalf of such Advertiser or Sponsor (“**Agent**”) who has executed the corresponding Advertising/Sponsorship Order Form (“**Order Form**”) for the purchase of advertising space (“**Ad Space**”) or event sponsorships (each a “**Sponsorship**”). The Advertiser, Sponsor or Agent who executes the Order Form is hereinafter referred to as “**Client**”, or “**you**”, or “**your**” unless otherwise expressly identified in this Agreement.

YOU MAY EXECUTE AN ADVERTISING/SPONSORSHIP ORDER FORM (“ORDER FORM”) BY SIGNING THE ORDER FORM OR INDICATING YOUR ACCEPTANCE BY CLICKING “I AGREE”. UPON EXECUTION YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THE ORDER FORM AND THESE TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED INTO THE ORDER FORM AND WHICH TOGETHER FORM THE ENTIRE AGREEMENT BETWEEN YOU AND NIXA PUBLIC SCHOOLS (COLLECTIVELY, THE “AGREEMENT”). THE AGREEMENT SUPERSEDES ALL PRIOR VERBAL OR WRITTEN AGREEMENTS BETWEEN US.

BY AGREEING TO THE TERMS OF THE AGREEMENT, YOU REPRESENT THAT YOU ARE THE CLIENT IDENTIFIED IN THE COMPLETED ORDER FORM, AND/OR THE CLIENT’S AUTHORIZED AGENT, AND THAT YOU, ON YOUR OWN BEHALF AND/OR ON BEHALF OF THE ADVERTISER OR SPONSOR FOR WHOM YOU ARE ACTING AS AGENT, HAVE ALL NECESSARY RIGHTS AND AUTHORITY TO RESERVE THE AD SPACE AND/OR PURCHASE THE SPONSORSHIP AND TO SUBMIT ALL MATERIALS DEFINED HEREIN.

Each time you access the main website of Nixa Public Schools or a website of any of the Nixa Public Schools (each a “Site” and collectively, the “Sites”), and each time you reserve Ad Space on your own behalf or on behalf of an advertiser you represent, you are reaffirming your agreement to the terms and conditions contained in this Agreement. If you do not agree with the terms of this Agreement, or you do not have legal authority to bind the Client entity purchasing the Ad Space, or the Client you represent does not have the authority to purchase Ad Space on behalf of the advertiser, you are not authorized purchase Ad Space under this Agreement.

1. **AD SPACE RESERVATIONS.** Client, on its own behalf or on behalf of any Advertiser it represents, may reserve Ad Space containing an Approved Materials (pursuant to Section 2) for display or publication in one or more of the following mediums and in one or more of the following locations (hereinafter a single “**Medium**” or two or more “**Media**”): (a) displayed on one or more Site pages owned and operated by Nixa Public Schools, (b) published in Nixa Public Schools “Staff Communicator” weekly staff newsletter, (c) published in Nixa Public Schools “QuickNews” e-newsletter, and/or (d) displayed on electronic or printed scoreboards and/or banners (“**Signage**”) located at athletic games or tournaments in which a school in Nixa Public Schools is a participant. All Ad Space purchases (single or multiple Site, publications, or Signage, or combination package listings) shall be at the rates listed and for the duration specified in the Order Form executed via the Internet or in person by Client. Advertisers may also purchase Sponsorships, as described below.
2. **SPONSORSHIP PURCHASES.** Client, on its own behalf or on behalf of any Sponsor it represents, may purchase Sponsorships for one or more athletic games or other non-athletic events (all games and events, collectively, “**Events**”) held by Nixa Public Schools or by an individual school in Nixa Public Schools. Events and types of Sponsorships will vary by Event, but may include some or all of the following (additional opportunities not listed below are available on a per Event basis): (a) Sponsor logo on the game roster or brochure depicting the business as “The Official Sponsor” of the specified Event; (b) Four public address announcements during the Event; (c) Sponsor recognition before the Event; (d) Four one-game passes (excluding post season); (e) distribution of product samples or giveaways before the Event (subject to being Approved Materials by Nixa Public Schools per Section 3 below); (f) Half-Time Contest or Promotion (subject to being Approved Materials by Nixa Public Schools, and if applicable, subject to time restrictions); and (g) Signage at Events. Sponsors may also reserve Ad Space, as described above.
3. **ADVERTISING AND SPONSORSHIP MATERIALS.** Client shall submit all Materials (as hereinafter defined) on

or before the Due Date set forth in the Order Form. The Due Dates are firm deadlines which must be met to ensure sufficient time for review, approval, and, if necessary, corrections and re-submissions prior to publication deadlines for the Medium or Media in which the Approved Materials will run (“**Publication Deadline**”). Publication Deadlines apply to all Ad Space reservations and all Sponsorships and Events for which Approved Materials are to be used. The term “**Materials**” means all tangible materials used for Ad Space (for any Medium or Signage) or as part of a Sponsorship (for any Medium, Signage, or other type of tangible Sponsorship described in Section 2), and includes, without limitation, text, photos, illustrations, designs, drawings, trademarks, names, logos, contest and promotional forms, rules and guidelines, product samples, giveaways, and descriptions of any kind relating to the Advertiser or Sponsor. The term “**Approved Materials**” means the version of the Materials (for Ad Space or Sponsorships) which Nixa Public Schools has approved and which has met (a) all relevant Materials Criteria as specified in the Order Form, and (b) the Guidelines set forth at the end of these Terms and Conditions. Nixa Public Schools reserves the right, in its sole and absolute discretion, to reject any Materials for any reason. Accordingly, you agree that rejected Materials which are not revised and become Approved Materials by the Publication Deadline will not be placed in the reserved Ad Space for the chosen Medium/Media or otherwise used as part of the Sponsorship purchased. If rejected Materials become Approved Materials after the Publications Deadline for which they were intended, Nixa Public Schools will use reasonable efforts, subject to Ad Space and Event Sponsorship availability, to place the Approved Materials in the next available Ad Space of equal value in the same Medium/Media, or to reserve for Sponsor the next available and comparable Event in which the Approved Materials may be used as part of the Sponsorship opportunity. Nixa Public Schools does not guarantee that previously rejected Materials will have the same positioning as agreed in the original Order Form, that the newly Approved Materials will run in the next available Ad Space of a particular Medium, or that Sponsorship of a comparable Event will be available. Placement of Approved Materials which were previously rejected Materials are at Nixa Public Schools’ sole discretion. Nixa Public Schools disclaims, and you, on your own behalf and on behalf of any Advertiser or Sponsor for whom you are acting as Agent (if applicable) release Nixa Public Schools from, all liability for the following occurrences to the extent caused by rejected Materials: (a) failure to meet the Publication Deadline, (b) publication of Approved Materials in the chosen Medium or Media on dates after the original Ad Space reservation date, or (c) positioning Approved Materials in locations different from those previously agreed in the Order Form.

4. **POSITIONING.** Those Materials that become Approved Materials by the Publication Deadline will be placed in the chosen Medium and used at the chosen Event in accordance with the terms set forth in the executed Order Form. Client acknowledges on its own behalf and (if applicable) on behalf of the Advertiser or Sponsor for whom it is acting as Agent, that Nixa Public Schools has not and will not make any guarantees with respect to usage statistics or levels of impressions for any Approved Materials except where expressly stated in the attached Order Form. Nixa Public Schools provides you with estimated usage only as a courtesy to you. Nixa Public Schools disclaims all liability for, and you release Nixa Public Schools from all liability arising from any claims now or in the future, by you or a third party, relating to such usage statistics. Any and all statistical, qualitative and/or quantitative information collected by our Site vendors which relates in any way to users of any of our Sites, or users of our Sites who link through URL/links contained in Approved Materials to the website of an Advertiser, Sponsor or Agent, including and without limitation, any personally identifiable transactional data, secure data, or demographic information relating to such users (collectively, “**User Information**”), shall be the sole and exclusive property of Nixa Public Schools. You acknowledge and agree that this Agreement does not afford any Advertiser, Sponsor or Agent with any rights in or to User Information.
5. **PRIVACY RIGHTS.** Client acknowledges that neither it, nor if applicable, the Advertiser or Sponsor for whom it is acting as Agent, has the right to use the names, signatures, photographs, or likenesses of any Nixa Public Schools student in connection with any submitted Materials or Approved Materials for a commercial product or service. Client further agrees that it may not, without obtaining our prior written consent, use the name, logo, or any common law or registered design mark or trademark of Nixa Public Schools or of any Nixa Public Schools, including any individual employee or educational department thereof, in connection with a commercial product or service other than as provided herein.
6. **NO JOINT VENTURE OR AGENCY.** This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, or similar relationship between Client, or if applicable, the Advertiser or Sponsor for whom it is acting as Agent, and Nixa Public Schools.
7. **AD SPACE AND SPONSORSHIP CANCELLATION.** If Ad Space or a Sponsorship is cancelled prior to the Publication Deadline, you are liable to Nixa Public Schools for the following cancellation fees, calculated as the percentage of the total fees for Ad Space and/or Sponsorship that would otherwise have been paid, including all related Ad Space reservations and other Sponsorship opportunities that are cancelled due to their connection

with the cancelled Ad Space or Sponsorship (“**Total Fees**”): (a) Cancellation more than fourteen (14) days before the scheduled Publication Deadline or Event = cancellation fee of 25% of Total Fees; (b) Cancellation less than fourteen days before the scheduled Publication Deadline or Event = cancellation fee of 50% of the Total Fees. You are expressly prohibited from cancelling any Ad Space or Sponsorship once production has commenced for the Medium/Media in which the Approved Materials will be placed. You may postpone placement of Approved Materials (a “**Postponement**”) until the next comparable Ad Space or Event is made available to you by us, provided that you must contact us more than thirty (30) days prior to the Publication Date or Event date for which such Approved Materials were to have been placed. You agree that if you activate a Postponement, that we have the right to place your Approved Materials in the next available and comparable Medium/Media or use them for a Sponsorship at the next available Event (e.g. Ad Space will be placed in a comparable location in the Staff Communicator, QuickNews” e-newsletter, on the designated Site, or comparable Signage position; Materials and all related Sponsorship opportunities related to such Materials will be used together at the next available and comparable Event). If you do not permit your Approved Materials to be used at the next available and comparable opportunity after Postponement, you will be liable to us for payment of the total amount of Ad Space and Sponsorship fees set forth in the Order Form including (a) fees for the Ad Space reserved for such Approved Materials and (b) Sponsorship fees for all unused Sponsorship opportunities which were purchased for use with the unused Approved Materials. Due to limited Ad Space availability and/or number of comparable Events, Nixa Public Schools does not guarantee that it will provide you with an exact duplication of intended Ad Space or Sponsorship opportunities.

8. **TERM.** This Agreement is effective upon your execution of the first Order Form you submit, subject to our approval of all Materials, and continues for the duration of any Ad Space you purchase, unless earlier terminated by Nixa Public Schools pursuant to the terms hereof.
9. **TERMINATION.** We may terminate this Agreement immediately upon the occurrence of any of the following: (a) your Materials at any time fail to remain in compliance with the relevant Materials Criteria or Guidelines, (b) the information you provided to us in your Order Form, or any part of the Materials is untrue, inaccurate, not current or incomplete, or we have reasonable cause to believe that any such information is untrue, inaccurate, not current, or incomplete, or (c) you fail to remit payment of the Total Fees when due, in accordance with the terms set forth below.
10. **EFFECTS OF TERMINATION.** In the event we terminate this Agreement for any reason listed in Section 9 above, in addition to such other remedies available to us under law or in equity, we may, without any further obligation to you or assumption of any liability, immediately terminate this Agreement, terminate all future Ad Space reservations and cancel your Sponsorships without refund of any prepaid portion of the Total Fees, pull your Materials from any Medium on which they are currently posted, and declare all outstanding Total Fees immediately due and payable. Nixa Public Schools shall also have the right, at its sole option, to demand reimbursement by you of all expenses incurred in connection within the collection of the Total Fees due and payable, including court costs and attorneys fees.
11. **WARRANTIES.** You warrant and represent that (i) You have full power and authority to enter into this Agreement on your own behalf and/or, if applicable, as Agent to an Advertiser or Sponsor; (ii) the Materials provided to Nix Public Schools are original, copyrighted material belonging to you and/or, if applicable, the Advertiser or Sponsor you represent, and/or that you, and/or if applicable, the Advertiser or Sponsor you represent has obtained any and all rights, permissions and licenses necessary for the us to use the Materials as set forth in the Order Form; (iii) that the use, reproduction, distribution, or transmission of the Materials as set forth in the Order Form will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity; and (iv) if you use a credit or debit card to purchase Ad Space or a Sponsorship, you are authorized to use the credit card or other payment instrument you supply and the information you provide in connection to such payment instrument is valid and true.
12. **INDEMNIFICATION.** You, on your own behalf and/or, if applicable, as Agent to an Advertiser or Sponsor, agree that you and, if applicable, your Advertiser or Sponsor will collectively or individually, at our option, indemnify, defend, and hold harmless Nixa Public Schools from and against all damages, costs, and expenses, of any nature whatsoever incurred by Nixa Public Schools, including, without limitation, court costs and reasonable attorneys’ fees, arising from or in connection with our publication of your Materials or your breach of any

warranties herein.

13. **SITE CONTENT.** As between Client and Nixa Public Schools, except for the Materials you provide to us, Nixa Public Schools owns all right, title and interest in and to all hardware, software, multimedia images, graphics, text, data or other objects originated by, or transmitted from us, or which comprise any part of our Sites (collectively, the "**Site Content**"). Our Site Content shall not be replicated, downloaded or used in any way without our prior written consent. This Agreement does not transfer or convey to Client, the Advertiser or Sponsor it represents (if applicable), or to any third party any right, title, license or other interest in the intellectual property comprising the Site Content. You understand and agree that you cannot authorize reproductions, in whole or in part, of any such Site Content. The foregoing notwithstanding, you or the Advertising your represent retain all right, title and interest in and to the Materials provided to us. During the term of this Agreement, you grant to Nixa Public Schools an unlimited, worldwide, royalty free right and license to use the Materials for all reasonable and necessary purposes contemplated by this Agreement
14. **WARRANTY DISCLAIMER.** THE SITES, AND ALL SITE CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NIXA PUBLIC SCHOOLS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS. NIXA PUBLIC SCHOOLS DOES NOT MAKE ANY WARRANTY AS TO THE EFFECTIVENESS OF OR POTENTIAL RESULTS ARISING FROM PLACEMENT OF YOUR MATERIALS, THE LIFE OF ANY URL, OR THAT ACCESS TO ANY SITE WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES OR THE SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BY PLACING MATERIALS ON A SITE OR IN AN E-NEWSLETTER YOU ACKNOWLEDGE THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA, AND AGREE TO HOLD HARMLESS NIXA PUBLIC SCHOOLS FOR ANY VIRUS OR OTHER COMPUTER MALFUNCTION CAUSED AT ALL OR IN PART BY YOUR USE OF ANY OF OUR SITES.
15. **TAXES.** Total Fees quoted to you in an Order Form are exclusive of taxes. In the event that any federal, state, or local taxes are imposed on our use of your Materials, such taxes shall be invoiced to and paid for by you.
16. **PAYMENT.** The Client listed in the Order Form shall pay the Total Fees set forth in the Order Form. Payment must be made no later than the first of the following to occur: (a) 60 days prior to a particular Ad Start Date set forth in the Order Form (if multiple Ad Start Dates are invoiced separately), (b) 60 days prior to each Event Date set forth in the Order Form (if invoiced separately), or (c) 30 days from date of invoice from Nixa Public Schools.
17. **LIMITATION OF LIABILITY.** Client assumes all liability for content contained in the Materials. You, on your own behalf and/or, if applicable, on behalf of your Advertiser or Sponsor, agree that you and, if applicable, your Advertiser or Sponsor will collectively or individually, at our option, indemnify, defend and hold harmless Nixa Public Schools from all claims, losses, judgments, and damages incurred by Nixa Public Schools, including court costs and reasonable attorneys' fees arising from any claim by a third party brought against Nixa Public Schools in connection with such Materials. Nixa Public Schools' total liability to you and, if applicable, to the Advertiser or Sponsor you represent, for damages arising from typographical errors, wrong insertions, incorrect URL/links, late publications, and/or non-publication, non-performance due to Acts of God, negligence or acts or omissions, and all other claims brought against us by you and, if applicable, to the Advertiser or Sponsor you represent, is limited to the Total Fees paid by you to Nixa Public Schools for the Materials from which the claim arose. Claims for an allowance for such matters must be made within seven (7) days of the date the damage first occurred. Your exclusive remedy for all damages is limited to the reimbursement of the Total Fees paid for the Materials at issue. YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY IS A CONDITION TO OUR ACCEPTANCE OF ANY MATERIALS. IN NO EVENT SHALL NIXA PUBLIC SCHOOLS BE LIABLE TO YOU, THE ADVERTISER OR SPONSOR, OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR UNREALIZED BUSINESS OPPORTUNITY, ARISING OUT OF THIS AGREEMENT OR THE PUBLICATION OF OR FAILURE TO PUBLISH ANY MATERIALS, WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU FURTHER AGREE THAT THE NIXA PUBLIC SCHOOLS' PROVIDER OF AD MANAGEMENT SERVICES, WILL NOT BE LIABLE FOR ANY LOSSES, COSTS, OR DAMAGES THAT MAY ARISE FROM YOUR USE OF AD BANNER MANAGEMENT SERVICES ON ANY SITE OR FROM HARD COPY OR E-

NEWSLETTERS AND THAT NEITHER NIXA PUBLIC SCHOOLS NOR THE AD BANNER MANAGEMENT SERVICES WILL BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES.

18. **FORCE MAJEURE.** Except for the payment of all or a portion of the Total Fees then due, each party hereto shall be excused from liability to perform its obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, controls or regulation of federal, state, or local governments, or other causes beyond its reasonable control.
19. **ASSIGNMENT.** This Agreement may not be assigned or transferred by Client in whole or in part without our prior written consent.
20. **GOVERNING LAW.** This Agreement is governed by the laws of the State of Missouri without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Missouri will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts.
21. **MARKETING INCENTIVES.** By executing this Agreement as described above, you hereby agree, on your own behalf and (if applicable) on behalf of the Advertiser or Sponsor you represent, that Nixa Public Schools may send to you and, if applicable, the Advertiser or Sponsor you represent, advertising and marketing offers and other information via direct mail, telephone, email, and facsimile transmission. You further agree that such information may be transmitted to the mailing and email address(es), telephone number(s) and facsimile number(s) listed on the Order Form or to any other contact addresses and numbers you or the Advertiser or Sponsor you represent provides to us. You further represent that you or, as applicable, the Advertiser or Sponsor you represent is the owner or lessor of the facsimile equipment that will be used to receive fax messages at the numbers provided to us.
22. **SURVIVAL.** The terms of Sections 5, 12, 13, 17 and 20 shall survive termination of this Agreement.
23. **CHANGES.** The terms of this Agreement may be changed from time to time by Nixa Public Schools without notice. Any changes made shall be noted by an update to effective date at the top of these Terms and Conditions. If you disagree with any changes to this Agreement, you may terminate this Agreement without cause and receive a pro rata refund of any portion of the Total Fees paid by you for Ad Space not utilized as of the termination date. Your continued use of any Nixa Public Schools Medium to display your Materials after the effective date of any change to this Agreement constitutes your acceptance of the change.
24. **GUIDELINES.** All Materials must comply with the following “**Guidelines**”:
 - (a) All Materials must be truthful, and may not be misleading or deceptive.
 - (b) The products and services advertised must be targeted for children aged 16 and under.
 - (c) All Materials must comply with the Nixa Public Schools' “Wellness Policy and Procedures” as provided to you separately on through Nixa Public Schools Site.
 - (d) This Agreement is voidable by Nixa Public Schools immediately if Advertiser or Sponsor fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, Nixa Public Schools may in its complete discretion refuse the use of any other advertising that it deems to be inappropriate based on established terms and Board policy.
 - (e) All Materials must be substantiated by the Client for the entire duration that the Approved Materials run on the Medium or Media.
 - (f) All Materials must be fair.
 - (g) Disclosures and disclaimers required by law shall be clear and conspicuous.
 - (h) All Materials must at all times comply with any and all applicable laws, rules, regulations, and rights of third parties, and may not infringe any third party’s trademark, copyright, right of privacy, right of publicity, right of image, or right of confidentiality, may not misappropriate a trade secret, or be discriminatory, libelous or slanderous.
 - (i) The Materials may not advertise products, services or activities which are illegal in any state or under federal law.
 - (j) The Materials may not advertise products that negatively affect the health and safety of the public-at-large, such as weapons, tobacco, alcoholic beverages or pornographic products or services (which Nixa Public Schools shall have complete discretion to define), nor advertise companies that produce such

- products or services or any subsidiaries or foundations that fund such companies or market such products to the public if that is the only product the company produces. The company may advertise other aspects of their company as long as they adhere to other terms in the "Terms and Conditions".
- (k) The Materials may not contain any sexual text or images of any kind or make any sexual connotations, inferences, or comments of a nature questionable for children under the age of 16.
 - (l) The Materials may not advertise gambling opportunities.
 - (m) The Materials may not advertise contraception.
 - (n) The Materials may not contain offensive, profane or otherwise or inappropriate language, or defamatory statements.
 - (o) The Materials may not advertise political candidates, parties or ballot initiatives.
 - (p) The Materials may not contain or be used to generate unsolicited spam, or advertising to email lists that are not pre-approved by Nixa Public Schools.
 - (q) The Materials may contain URL/links to a third party website, provided, that such website must be under Client's (or, as applicable, its Advertiser's or Sponsor's) control and may not sell or distribute products or services prohibited under these Guidelines. You hereby agree to assume full liability and responsibility for any third party website to which a Site user may link through a URL/link contained in your Materials.
 - (r) Those sponsoring a meal or food item (ex. lunch, Pay Day/birthday cookies, coffee, etc.) are only allowed to leave literature or promotional materials in the location designated by the district (if allowed) and provide the food items either through sponsorship or by dropping them off at the building. Businesses and organizations will not be allowed to stay to interact with staff or those attending unless noted in the sponsorship packet or agreement.

25. **SIGNAGE REQUIREMENTS.** Nixa Public Schools agrees to install or have installed Approved Materials in the form of Signage in Signage Medium chosen by Client. Signage must meet the Signage Criteria set forth in the Order Form as applicable to the type of Signage and location chosen by the Client.

You must approve in writing the prototype of the Approved Materials before Nixa Public Schools will have any obligation to undertake any installation. To the extent that you request Signage in excess of or more expensive than the Signage permitted by Nixa Public Schools under its Signage Criteria (whether such additional expense results from the original installation or subsequent maintenance, repair or replacement), Nixa Public Schools may request additional payment. Furthermore, Nixa Public Schools will have no obligation to install or have installed any Signage until full payment of all additional costs and fees is made in its entirety. Under no circumstances shall Nixa Public Schools be liable for failure to display the Signage as a result of strikes, riots, accidents, acts of God or other matters beyond its control and in no event shall it be liable for consequential or resulting damage.