



## SPONSORSHIP AGREEMENT

-----COVER AND SIGNATURE PAGE-----

<p><b>SPONSOR</b> <i>(Name and Address):</i></p>   	<p><b>DISTRICT:</b>  <b>JEFFERSON COUNTY SCHOOL DISTRICT R-1</b>                  1829 Denver West Dr., Bldg. 27                  Golden, CO 80401</p> <p><b>On behalf and for this District school or department</b> (the “School/Department”):  <i>(If blank, then on behalf of the District)</i></p>
<p><b>EFFECTIVE DATE:</b>                  This Agreement becomes effective of the later date of the Parties’ signatures below.</p>	<p><b>AGREEMENT END DATE:</b>                  The Agreement ends on June 30 of the current Fiscal Year <u>unless</u> a different date is inserted here:</p>
<p><b>SPONSORSHIP FEE:</b>                  \$</p>	<p><b>MESSAGE MEDIUM:</b></p> <p><input type="checkbox"/> Physical Banner</p> <p><input type="checkbox"/> Video Board</p> <p><input type="checkbox"/> Other</p>

**Signatures**

For sufficient and valuable consideration, the **Sponsor** and the **District** (the “Parties”) are entering into this Sponsorship Agreement (the “Agreement”) by signing on the **Cover and Signature Page**.

<p><b>SPONSOR:</b></p> <p>_____</p> <p><i>Signature</i></p> <p><b>By:</b> _____</p> <p><i>Name and Title of Individual Signing for Sponsor</i></p> <p>_____</p> <p><i>Date of Signature</i></p>	<p><b>SCHOOL/DEPARTMENT:</b></p> <p>_____</p> <p><i>Signature</i></p> <p><b>By:</b> _____</p> <p><i>Name of Principal</i></p> <p>_____</p> <p><i>Date of Signature</i></p>	<p><b>DISTRICT:</b></p> <p>_____</p> <p><i>Signature</i></p> <p><b>By:</b> _____</p> <p><i>Director of Purchasing</i></p> <p>_____</p> <p><i>Date of Signature</i></p>
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The Sponsor named on the **Cover and Signature Page** and the District, for the benefit of the School/Department if one is named on the **Cover and Signature Page** or for the benefit of the District if no School/Department is named (all hereafter referred to as the “District”), are establishing with this agreement (the “Agreement”) the terms and conditions under which the District will allow the Sponsor to use District property for display of marketing activities in consideration for the Sponsor’s paying a Sponsorship Fee as specified in the Agreement.

## 1. The Sponsor’s Role.

1.1 **Sponsorship Fee.** The Sponsor shall pay to the District a Sponsorship Fee in the amount specified on the **Cover and Signature Page** in the box labeled “**SPONSORSHIP FEE.**” Except as otherwise agreed below, (i) the Sponsor shall pay the entire Sponsorship Fee within 20 calendar days after the Effective Date payable to the District, for the benefit of the School/Department, if any, and deliver to such payment address as the District Coordinator directs, and (ii) the District will make no refunds except as specified in the Agreement.

*(Describe in the space below if there are installment payments or other payment or refund arrangements)*

1.2 **Marketing Message.** The Sponsor shall provide the District Coordinator (designated below) with copies of the message or messages that the Sponsor wishes to display (the “Marketing Message”).

### 1.3 Display.

1.3.1 **Tangible Signage.** If the marketing message is displayed on a tangible medium, such as a vinyl banners, yard signs, posters, or other physical medium (“Tangible Signage”), then the Sponsor shall produce and deliver the Tangible Signage to the District Coordinator at its own cost and expense. If the District so requires, the Sponsor shall also install the Tangible Sign under the direction and supervision of the District or pay the reasonable cost of such installation. Measurements, content, and all other aspects of the Tangible Signage shall comply with applicable law, District policy including without limitation policies **KHB and KHBA**, and the requirements of the District Coordinator. The Sponsor shall remove the Signage from the District premises at the Sponsor’s expense within 10 calendar days after the Agreement terminates for any reason, or at such time as the School Coordinator and the Sponsor have agreed on, whichever occurs earlier. The District may destroy, recycle, or otherwise dispose of the Tangible Signage as the District decides in its sole discretion if the Sponsor fails to do so.

1.3.2 **Digital Signage.** If the marketing message is displayed on a District-owned video display (“Digital Signage”), the District controls the location, frequency, and timing of the display, EXCEPT as the parties specifically agree below. *(Describe details here, if any).*

1.4 **Change and Withdrawal.** The Sponsor may direct the District at any time to (i) change the Marketing Message (subject to District Coordinator approval); (ii) stop displaying the Signage, Marketing Message, or both; or (iii) resume the Signage, Marketing Message, or both.

## 2. The District's Role.

2.1 **Marketing Message.** The District will display Marketing Messages approved by the District Coordinator in accordance with and on such Signage as specified by the terms of this Agreement.

2.2 **District Control.** The District controls the display of Marketing Messages and the Tangible Signage at all times. The District may reasonably take down and re-display Tangible Signage, Digital Signage, or both, if and when the District determines this to be in its best interest.

2.3 **Force Majeure.** A "Force Majeure Event" is any event that (i) occurs while this Agreement is in effect, (ii) is outside of the District's control, and (iii) affects the display of the Marketing Message on Tangible Signage, Digital Signage, or both. A Force Majeure Event includes without limitation the following: destruction of Tangible Signage or Digital Signage hardware; internet or District internal networking interruption; earth movement; flood; fire; extreme weather events; riots; insurrection; public protests; government action; war; military activity; endemic; pandemic; police action; labor strike; criminal activity; climate disasters; explosive activities; and foreign attacks. If the District fails to display the Marketing Message because of a Force Majeure Event, the District is not in breach for as long as the Force Majeure Event continues.

3. **District Coordinator.** The principal of the School, chief of the Department, and their designees, or if there is no School/Department, then the Director of Purchasing and their designees, will inform the Sponsor of the District Coordinator's contact information. The Sponsor shall coordinate implementation of the Agreement through the District Coordinator. The District may at any time change, remove, or add District Coordinators by sending written notice to the Sponsor, which notice may be in email form.

4. **Agreement Begin and End Dates.** The Agreement is in effect from the Effective Date to the date stated on the **Cover and Signature Page** in the box labeled "**AGREEMENT END DATE**," unless otherwise terminated in accordance with the Agreement.

## 5. Termination.

### 5.1 *By the District.*

5.1.1 The District may terminate the Agreement at any time if the District decides in its sole discretion that it is in the District's best interest. In this case, the District will refund to the Sponsor, upon the Sponsor's written request, that portion of the Sponsorship Fee already paid that is proportional to the number of days that would remain under the Agreement if the Agreement would not have been terminated early. The District will not pay for lost profits.

5.1.2 The District may terminate the Agreement for the reasons listed below. In this case, the District will not refund any portion of the Sponsorship Fee.

5.1.2.1 The Sponsor does not pay the Sponsorship Fee or fails to comply with any other term of the Agreement.

5.1.2.2 The Signage or the Sponsor's business or both do not or cease to be compatible with advertising in a children- and youth oriented Preschool to 12<sup>th</sup> grade environment, as the District may decide in its sole discretion.

5.1.2.3 Changes in law or District policy require that the District no longer display the Signage, Marketing Message, or both.

5.1.2.4 The District determines in its sole discretion that the District's reputation, safety, or security are adversely affected by the Signage, the Marketing Message, the Agreement, or the Sponsor's business or reputation.

5.1.2.5 A Force Majeure Event lasts or is reasonably anticipated to last through the remaining term of the Agreement.

5.2 *By the Sponsor.* The Sponsor may terminate the Agreement at any time for any reason. In that case, the District will not refund any portion of the Sponsorship Fee.

**6. District and School.** The District and the School are the same entity. The School/Department designated on the *Cover and Signature Page*, if any, is entering into the Agreement for its use and benefit under District authority.

**7. General Agreement Terms and Conditions, and District-Specific Provisions.** The additional terms and conditions set forth on the following pages apply.

## General Agreement Terms and Conditions and District-Specific Provisions

### Independent Contractor.

The Sponsor is an independent contractor and NOT an employee of the District. Employees and contractors of the Sponsor who aid in the performance of this Agreement are NOT employees of the District.

### Indemnification.

The Sponsor indemnifies the District, defends and holds the District harmless from all claims, damages, liability, demands, suits, and actions that persons not a party to the Agreement may bring against the District or the School/Department, or all, on account of, related to, or caused by the Agreement, the Marketing Message, the Signage, or a combination of them.

### District Specific Provisions.

1. Availability of Funds and Constitutional Limitations on Debt. Financial obligations of the District payable after the District's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.
2. Compliance with Laws. The Sponsor shall comply with all laws that apply to performance under the Agreement, as amended from time to time.
3. Conflict of Interest. The Sponsor represents that the Sponsor (i) has no personal or financial interest in the Agreement other than the consideration specified under the Agreement.
4. Governing Law, Jurisdiction, and Venue. The laws of the State of Colorado govern this Agreement. Any action to enforce the Agreement shall be brought in a court of competent jurisdiction in Jefferson County, Colorado.
5. Governmental Immunity. The District does not waive, and no provision of the Agreement is or shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S.
6. Open Records Law (CORA). The Colorado Open Records Act, CRS § 24-72-100.1 *et seq.*, as amended from time to time, applies to the Agreement, the Sponsor's performance, and the records and reports generated thereunder, to the extent not prohibited by federal law.
7. CRS §22-1-135 applies. The provisions of Colorado Revised Statutes §22-1-135 (also known as HB 22-1252) apply, concerning provisions of public school contracts. In addition, the District does NOT agree to any of the following:
  - Waiver of jury trial.
  - Limitation of the Sponsor's liability for (i) bodily injury, death, or damage to tangible property; or (ii) infringement of intellectual property rights of the District or any other persons; or (iii) risks, claims, or events for which the Sponsor's insurance coverage would otherwise be available.
  - Ownership of District Information other than with the District.
  - Grant of any rights to the District's intellectual property.
  - Use of the District's or School/Department's name, logo, or reputation except as specifically permitted in the Agreement.
  - Any provision voided under §22-1-135 (also known as HB 22-1252).