SPONSORSHIP AGREEMENT

This Agreement is made and entered into by and between Masterpiece Multimedia ("CONTRACTOR") located at 72 W Lancaster Ave, Malvern, PA 19355 and Sponsor specified on Exhibit A hereto ("SPONSOR") and made a part hereof.

Tredyffrin Easttown School District (TESD) of Berwyn PA has engaged CONTRACTOR as the authorized administrator of the district's Marketing Revenue Program. TESD will make space available on selected venues, walls, fences and lamp posts on TESD properties to enable SPONSORS to promote their business or a motivational message through the use of signs or banners, subject to TESD's established standards and TESD's written approval of all SPONSORS, advertisements and messages.

Whereas, CONTRACTOR sells sponsorships signs and banners to SPONSOR and facilitates the installation of the signs and banners on behalf of SPONSOR, and SPONSOR desires to become a Supporting Sponsor of the TESD Marketing Revenue Program. Now therefore, the parties agree to the terms and conditions set forth below:

- 1. Grant of Sponsorship Rights Subject to the terms and conditions set forth herein, on behalf of TESD, CONTRACTOR hereby grants to SPONSOR and SPONSOR hereby accepts the rights and benefits of the Marketing Revenue Program, which are specified in Exhibit A hereto and made a part hereof. SPONSOR and it advertisement or message must comply with the Specifications that are part of the Agreement between CONTRACTOR and TESD. It is understood that TESD has the right, in its sole and absolute discretion, to reject any sponsor, advertiser, advertisement, message or agreement that it determines is not in TESD's best interest. This Sponsorship Agreement, even when signed by both parties, is not binding unless and until TESD approves it in writing. TESD also has the right to approve the location and installation method of all advertisements and messages.
- **2.** Term The term of this Agreement shall commence as of the date specified on Exhibit A hereto and shall end upon completion of one, two or three years as specified in Exhibit A hereto and made a part hereof. Any renewals must be approved in writing by TESD. TESD may immediately remove the advertisement or message and terminate this Agreement if TESD determines that the SPONSOR or any of its officers or directors has engaged in any criminal activity or act of moral turpitude, regardless of whether such act violates any criminal statute or results in a criminal indictment or charge.
- **3.** Sponsorship Fee In consideration for the rights and benefits granted to SPONSOR herein, SPONSOR agrees to pay CONTRACTOR the Sponsorship Fee and fees to purchase and install the sign or banner specified in Exhibit A hereto and made a part hereof, which fee shall be due and payable upon execution of this Sponsor Agreement.
- 4. Use of Marks CONTRACTOR hereby grants to SPONSOR non-exclusive, royalty-free right and license to use the logos associated with the TESD Marketing Revenue Program for consumer advertising and for promoting the SPONSOR's sponsorship thereof. All uses of TESD Marketing Revenue Program marks by SPONSOR shall be subject to prior approval by CONTRACTOR in accordance with TESD policy guidelines. SPONSOR hereby grants CONTRACTOR the non-exclusive, royalty-free right and license to use the name and logos of SPONSOR for promoting the Marketing Revenue Program and SPONSOR's sponsorship thereof. All uses of SPONSOR marks by CONTRACTOR shall be subject to prior approval by SPONSOR.
- <u>Force Majeure</u> If a SPONSOR sign or banner is damaged as a result of "Force Majeure" (events which are outside TESD or CONTRACTOR's reasonable control and which has the effect of rendering CONTRACTOR's performance of its obligations hereunder impossible or impracticable including, but not limited to vandalism, malicious mischief, severe weather, accident, fire, war, failure of technical capabilities or act of God), the SPONSOR agrees to replace sign or banner at SPONSORS expense.
- <u>6.</u> <u>Indemnification</u> To the fullest extent permitted by law, SPONSOR shall indemnify and hold harmless TESD students, faculty, employees, board members and CONTRACTOR, and their respective employees, officers and agents from and against any and all claims, damages and/or losses arising from or in any way connected with the placement of SPONSORS signs or banners on TESD venues or properties.
- <u>7.</u> <u>Integrated Agreement.</u> This Agreement, including the exhibits attached hereto and documents referenced herein, represents the entire understanding between the parties and supersedes all prior oral or written communications.

Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the

| Commonwealth of Pennsylvania, v | vithout giving effect to principles of conflicts | of law. |
|---------------------------------|--|---------|
| IN WITNESS WHEREOF BY: | | Title: |
| | Authorized Sponsor Representative | |
| BY. | | Title: |
| Б1. | Authorized Contractor Representative | Title |

<u>8.</u>

EXHIBIT A – TESD Marketing Revenue Program Sponsorship

| Sponsor | | Date: | | | |
|-------------|------|--------|----------------------------|--|--|
| Address | | Phone: | | | |
| City, State | ZIP: | Fax: | | | |
| Contact | | Title: | | | |
| e-Mail | | | Total Sponsorship Cost: \$ | | |

| Term | Term & Method of Payment | | | | | | Sign Purcha | | Cost | | | | |
|------|--|----|--------------------------|-----------------|--------------------------------------|----|-----------------------|------------------------------|----------------------------|----------------|-----------------|-------|-------|
| | 1 Year Install Date: | | | | | | Sponsorship Total | | \$ | | | | |
| | | | % Discount Start Date: | | | _ | Sign / Banner Cost | | \$ | | | | |
| | | | % Discount End Date: | | | | Pole Installation Kit | | \$75 | | | | |
| | Check | | Sponsorship Cost Year 1: | | | _ | Installation | | \$ | | | | |
| - 0 | Cash | | | hip Cost Year 2 | | - | Sales Tax @ | | \$ | | | | |
| | | | Sponsorsi | hip Cost Year 3 | 3: \$ | | Total Sign Cost | | \$ | - | | | |
| | Qty School | | Ve | nue | | | Туре | Size ¹ (H x W) | Sponsorship Cost (Yr 1) | Sign Cost | Install Cost | | |
| 1 | <u>1</u> | | Gym | | Food Stand | | Banner | 4 x 7 | \$1,000 | \$195 | | | |
| 1 | | | | | Large Score Board | | Sign | 4 x 7 | \$2,500 | \$278 | \$150 | | |
| 1 | | | | | Small Score Board | | Sign | | | \$ | \$150 | | |
| 12 | | | - | | Wall, TETV Visible | | Banner | 4 x 6 | \$600 | \$173 | \$150 | | |
| 12 | | | | | Wall | | Banner | 4 x 6 | \$400 | \$173 | \$150 | | |
| | | | | | | | | | | | | | |
| 2 | | | | | 2 Food Stand | | Sign | 4 x 10 | \$1,800 | \$288 | | | |
| 2 | | | | | Score Board (L & R) |) | Sign | 4 x 10 | \$2,500 | \$288 | \$150 | | |
| 5 | | | | | Press Box | | Sign | 3 x 4 | \$1,800 | \$204 | | | |
| 8 | Conesto | ga | Teamer Fie | eld - | Stands, TETV Visible | | Sign | 4 x 10 | \$1,000 | \$288 | | | |
| 6 | High | | | - | Stands-Home Team | 1 | Sign | 4 x 10 | \$800 | \$288 | | | |
| 40 | School | | | - | Field, TETV Visible | | Sign | 3 x 4 | \$400 | \$204 | | | |
| 40 | | | | - | Field | | Sign | 3 x 4 | \$400 | \$204 | +150 | | |
| 8 | | | Consult Course | _ | Wall, Conestoga Ro | aa | Sign | 4 x 10 | \$1,800 | \$288 | \$150 | | |
| 11 | | | Small Gym | | Score Board | | Banner | 4 x 6 | \$1,500 | \$173 | | | |
| 15 | | | Baseball F | ieia | Perimeter Fence | | Sign | 3 x 4 | \$400 | \$204 | | | |
| 1 | | | Cafeteria | | Wall Sagra | | Banner | 3 x 2 | \$150 | \$126 | | | |
| 1 | | | Running Track | | Score Board Perimeter Fence | | Sign Sign | | | | | | |
| 12 | | | Student Parking Lot | | Light Pole | | Banner ² | 1.5 x 3 | \$150 | \$150 | \$150 | | |
| 12 | | | Student 1 | arking Loc | _ | | | | | | Ψ130 | | |
| | | | D-II Field | | Back of Grandstand | | Sign | 3 x 4 | \$400 | \$204 | | | |
| - | TE | | Ball Field | F | Fence-Conestoga Ro Fence-Interior | u | Sign | 3 x 4 3 x 4 | \$400 | \$204 | | | |
| 1 | Middle School | | Gym | | Scoreboard | | Sign Banner | 4 x 6 | \$400 \$400 | \$204 \$130 | \$150 | | |
| | 3011001 | | | .+ | | | 1 | | | | \$150 \$150 | | |
| | | | Parking Lo |) L | Light Pole | | Banner ² | 3 x 2 | \$150 | \$150 | \$130 | | |
| | | | Lower Soccer Field | | Picnic Table/Hut | | Sign | 3 x 4 | \$400 | \$204 | | | |
| | Valley Forge 1 Middle School | | | | Fence | | Sign | 3 x 4 | \$400 | \$204 | | | |
| | | | Upper Soc | cer Fields | Fence | | Sign | 3 x 4 | \$400 | \$204 | | | |
| 1 | | | | | Gym | | Scoreboard | | Banner | 4 x 6 | \$400 | \$130 | \$150 |
| | | | Parking Lot | | Fence | | Sign | 3 x 4 | \$400 | \$204 | | | |
| | | | Football Fi | eld/Track | Fence | | Sign | 3 x 4 | \$400 | \$204 | | | |
| | Beaumont ES Devon ES Hillside ES New Eagle ES | | | | | | | | | | | | |
| | | | Parking Lot | | Light Pole | | Banner ² | 1.5 x 3 | \$150 | \$150 | \$150 | | |
| | | | | | Lista B.L. | | 2 | 15.0 | 4450 | 1150 | #1F0 | | |
| | | | Parking Lo | ot | Light Pole | | Banner ² | 1.5 x 3 | \$150 | \$150 | \$150 | | |
| | | | Parking Lot | | Light Pole | | Banner ² | 1.5 x 3 | \$150 | \$150 | \$150 | | |
| | | | | | | | | | | · | | | |
| - | | | Perimeter Fence Fence | | | | Sign | 3 x 4 1.5 x 3 | \$200 ¢150 | \$204 | \$150 | | |
| | | | Parking Lot Light Pole | | | | Banner ² | | \$150 | \$150 | φ13U | | |
| | Valley | | Baseball Fi | | <u>Fence</u> | | Sign | 3 x 4 | \$200 | \$204 | | | |
| 4 | Forge ES | | Tennis Cou | | Fence | | Sign | 3 x 4 | \$200 | \$204 | | | |
| | . 0. 90 20 | | Parking Lo | t | Light Pole | | Banner ² | 1.5 x 3 | \$150 | \$150 | \$150 | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | ^ | | | | |