

KUTZTOWN AREA SCHOOL DISTRICT

COMMUNITY PARTNER
SPONSORSHIP PROGRAM



FACILITY NAMING RIGHTS

5 YEAR COMMITMENT (10% DISCOUNT IF PAID IN FULL)

KAHS STADIUM	\$15,000	Annual
KAHS AUDITORIUM	\$10,000	Annual
KAMS COMMONS	\$5,000	Annual
KAMS GYMNASIUM	\$2,500	Annual

DIGITAL MEDIA

ANNUAL COST FOR ALL ELIGIBLE MESSAGES

District Email Communications	\$1,000
District Social Media Posts	\$1,000
Logo/Link on KASD.org	\$1,000
District Activity Promotional Videos (10)	\$1,000

SIGNAGE

ANNUAL COST. SPONSOR RESPONSIBLE FOR COST OF SIGN PRODUCTION

Silan Gymnasium	\$900	Signage Combos	
KAMS Gym	\$500	HS Gym / Stadium Fencing Combo	\$1,400
Stadium Fencing (soccer bench area)	\$600	4 Sign Combo	\$2,500
Bleacher Fencing	\$700	(Silan Gym, MS Gym, Stadium Fence, Scoreboard)	
Stadium Scoreboard	\$1,000		
Silan Gymnasium Digital Scorer's Table	\$500		

If you are interested in learning about these or additional opportunities to support the Kutztown Area School District, please contact us.

Christian Temchatin, Superintendent
ctemchatin@kasd.org
610-683-7361

KUTZTOWN AREA SCHOOL DISTRICT SPONSORSHIP AGREEMENT

THIS ADVERTISING/SPONSORSHIP AGREEMENT (the "Sponsorship Agreement") is made and entered into by and between Kutztown Area School District (the "School District"), a school district with administrative offices at 10 **Desiher Lane** Kutztown, PA 19530, and, ("Sponsor") with the _____

Recitals

WHEREAS, the School District's Board of School Directors has adopted a policy that the School District may enter into Sponsorship Agreements to allow commercial advertising by groups, individuals, businesses, or companies to occur on School District property in exchange for the payment of sponsorship fees, pursuant to restrictions outlined in the policy. The goal of such Sponsorship Agreements is to benefit students and taxpayers by generating private financial support for the School District and its educational programs.

WHEREAS, the School District's policy does not create a forum for all types of advertising or provide a general public forum for purposes of communication. Rather, the intent is to make use of a limited portion of the School District's property in order to generate financial support from commercial sponsors for School District programs and activities.

WHEREAS, noncommercial advertising is not permitted under this policy in order to ensure a professional advertising atmosphere that is conducive to maximizing revenues from the School District's sponsorship program and to maintain the School District's position of neutrality on political, religious, and other public issues.

Wherefore, intending to be legally bound, the foregoing parties hereby agree as follows:

1. Promotional Rights, Sponsorship Fees and Time Frame. Subject to the terms and conditions of this Sponsorship Agreement, the School District hereby grants and sells to Sponsor, and Sponsor hereby purchases and accepts from the School District, certain commercial sponsorship rights for a specified period of time in exchange for the payment of sponsorship fees by Sponsor, as described in Exhibit A attached hereto.

2. Responsibility for Advertising. The parties have the following responsibilities regarding advertising materials under this Sponsorship Agreement:

a. **Sponsor.** Sponsor is responsible for the design of all advertising materials contemplated by this Sponsorship Agreement and for submitting all such materials to School District for approval as required by Section 8 below.

b. **School District.** School District is responsible to produce, install, maintain and remove all displays, signs, advertisements and other such equipment that is required as part of this Sponsorship Agreement. All advertising materials that are damaged must be replaced, repaired or removed in a timely fashion by Sponsor. School District shall remove the Sponsor's advertising materials from School District property upon expiration of this Sponsorship Agreement.

c. **School District.** Unless expressly stated otherwise in Exhibit A to this Sponsorship Agreement, beyond having the right to review and approve advertising copy of Sponsor as described in Section 8 below, the School District shall have no responsibility regarding the design, production, installation, maintenance or removal of advertising materials associated with this Sponsorship Agreement. The Sponsor shall work with the School District assigned vendor to design and produce the advertising materials.

3. **Sponsorship Fees.** Exhibit A to this Sponsorship Agreement shall identify the following with respect to sponsorship fees paid by Sponsor: (i) the total amount of the sponsorship fees to be paid by the Sponsor; (ii) the amount and timing of payments to be made by Sponsor; and (iii) only if acceptable, a description of any in-kind contributions to be made by the Sponsor.

4. **Payments Made by Sponsor to School District.** All payments of sponsorship fees due under this Sponsorship Agreement shall be made by check payable to School District at their administration building located at 10 Desiher Lane Kutztown, PA 19530, unless otherwise specified. School District is responsible to submit timely invoices to Sponsor, ensure that Sponsor complies with the payment schedule established in Exhibit A.

5. **Timing of Payments.** Within 15 days after this Sponsorship Agreement has been fully endorsed, the Sponsor shall pay the balance due to School District, unless otherwise specified in Exhibit "A".

6. **Mandatory Conditions Applicable to Advertising.** All advertising associated with this Sponsorship Agreement shall comply with the following conditions:

a. Advertising shall be limited to specified areas in the School District.

b. Advertisements shall not be disruptive or jeopardize the safety of students, staff and/or the public by their content or physical properties.

c. No student or staff information (e.g. names, addresses, telephone numbers or email addresses) shall be made available to sponsors for purposes of distribution or dissemination of advertising.

d. Advertising must comply with all laws, regulations, and administrative agency rules of the federal, state and local governments, including those applicable to intellectual property rights (such as copyrights, trademarks, trade names, and patents). Unless otherwise provided in Exhibit A, Sponsor shall be responsible for compliance with all laws, regulations, and administrative agency rules concerning the protection of intellectual property rights, and

School District shall be responsible to identify and arrange for any necessary approvals, waivers, variances or permits required under local zoning and land use ordinances for the installation of advertising materials.

e. No Sponsor shall be permitted to use the School District's intellectual property (e.g. team names, slogans, logos, or designs constituting trademark or services marks whether or not registered) unless such use is identified in an approved Sponsorship Agreement or approved in writing by the School District.

f. Advertising must be in compliance with all School District policies, procedures, rules and guidelines, including those specifically applicable to Sponsorship Agreements and non-discrimination, and Sponsor agrees it has had the opportunity to request and review such policies, procedures, rules, and guidelines.

7. Provisions Regarding Advertising Copy and Signage

a. Preparation. Unless otherwise provided in Exhibit A, Sponsor shall be responsible, at its sole cost and expense, for the design of all advertising copy to be used pursuant to this Sponsorship Agreement. School District shall provide Sponsor in advance with any required technical specifications for signage and with the School District's style preferences for the advertising copy, in order to enable Sponsor to design appropriate advertising copy for signage. Sponsor shall provide School District with samples of the anticipated design and copy of its advertising copy in accordance with deadlines established by the School District for review and approval as described in Section 8 below.

b. Installation and Removal of Advertising Signage. School District shall be responsible for installing and removing all advertising signage.

c. Maintenance. Following initial installation of advertising signage, School District shall be responsible for maintaining the signage in good and attractive order, repair and condition throughout the term identified in Exhibit A hereto.

d. Display. All advertising signage provided for in this Sponsorship Agreement shall be displayed during all events open to the general public held at the locations specified in Exhibit A during the term of this Sponsorship Agreement, unless such advertising is prohibited for a specific event by federal, state or local laws or regulations. Except as otherwise provided in the immediately preceding sentence, no advertising signage shall be removed, covered or intentionally obstructed for any purpose during any event (other than an obstruction caused solely by the erection of facilities or equipment necessary for the conduct or performance of an event) without the prior written consent of Sponsor.

e. Installation of Replacement Advertising Signage. Sponsor shall have the right to replace advertising signage during the term of this Sponsorship Agreement, at its sole cost and expense, subject to the replacement signage being of the same size and character as the original signage and the School District's right of approval pursuant to Section 8 below. Sponsor shall schedule any such installation work through School District so that it does not interfere with School District operations.

8. Approval of Advertising Copy. The design, layout, elevation, configuration, and content of all advertising copy displayed pursuant to this Sponsorship Agreement shall be subject to the School District's approval based on the following process: Sponsor shall deliver submittals of advertising

copy to School District Superintendent based on a schedule established by School District Board of Directors. The School District shall notify Sponsor within ten (10) business days after its receipt of each submission, if any proposed advertising copy is unacceptable to the School District. Sponsor shall have ten (10) days following its receipt of any School District's notice that advertising copy is unacceptable within which to submit advertising copy to School District that is acceptable based on the foregoing process. If Sponsor fails to submit acceptable advertising copy within the foregoing time limitation, the School District shall not be liable for the refusal or failure to display the proposed advertising copy on signage.

The School District may find advertising copy to be unacceptable if in good faith it determines that the advertising copy (i) violates any requirements of this Sponsorship Agreement, (ii) is of substandard technical quality; (iii) does not conform to School District's previously stated design preferences, (iv) is not commercial in nature, (v) is not in keeping with standards of good taste, (vi) is not appropriate for school-aged children, or (vii) seeks to promote, encourage or engage in any of the following:

- a. support any non-commercial message or position;
- b. make false, misleading, deceptive or unwarranted statements or claims;
- c. infringe upon another person's rights through plagiarism, unfair imitation of another person's program idea or copy, or any other unfair competition;
- d. disparage a competitor or a competitor's products or services;
- e. contain slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matters, either in theme or in treatment.
- f. appeal for funds;
- g. contain testimonials that cannot be authenticated;
- h. declare or imply an endorsement by the School District of any service, product or point of view;
- i. promote the sale or use of alcohol or tobacco products; or
- j. promote unlawful or illegal goods, services or activities.

Sponsor shall have the right to modify advertising copy throughout the term of this Sponsorship Agreement, subject to the School District's right of approval pursuant to the foregoing process and standards.

9. Retained Rights to Intellectual Property. Sponsor's intellectual property displayed on its advertising copy, and all trademark rights or copyrights in such advertising copy, shall be and remain the sole and exclusive property of Sponsor. Throughout the term of this Sponsorship

Agreement, Sponsor grants the School District a non-exclusive limited license to publish, distribute and display Sponsor's intellectual property on advertising copy or on any other items or materials consistent with the terms and purposes of this Sponsorship Agreement.

Any and all advertising or promotional materials displayed or distributed by Sponsor pursuant to this Sponsorship Agreement in conjunction with the School District intellectual property (e.g., displaying School District's name, logos, trademarks, or service marks) shall be subject to the prior written approval of School District, and, if approved, shall be subject to the grant of a non-exclusive limited license that automatically expires upon the expiration or termination of this Sponsorship Agreement. The School District's intellectual property (including without limitation any such intellectual property that is displayed on Sponsor's advertising copy with the permission of the School District) shall be and remain the sole and exclusive property of the School District.

No party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of another party to this Sponsorship Agreement without that party's prior written consent.

10. School District Approval Required for any On-Site Promotional Activity. Any promotional activity (including presentation or programs) on School District property requested by Sponsor should be identified in Exhibit A, so that it may be approved as part of this Sponsorship Agreement. Sponsor shall not engage in promotional activity on School District property that is not expressly identified in Exhibit A without written consent by the School District, which shall have sole discretion on whether to approve such activity.

11. Termination. If any party breaches its obligations hereunder for reasons other than a "Force Majeure" as defined below, any non-breaching party shall have the option to immediately cease all performance under this Sponsorship Agreement and (without prejudice to any other legal rights) may terminate this Sponsorship Agreement if such breach is not cured within fourteen (14) days receipt of notice by the breaching party. A Force Majeure shall mean and include any event or cause beyond a party's reasonable control (including, but not limited to fire, flood, explosions, damage by third parties, whether negligently or intentionally caused, strikes, work stoppages, picketing, lockouts and/or any other concerted action by any employees or any labor organizations, acts of God or other casualties, the laws or actions of any governmental authority, or any other event or cause that is beyond a party's reasonable control), which renders a party unable to fulfill its obligations pursuant to this Sponsorship Agreement.

Further, the School District reserves the right to terminate this Sponsorship Agreement without cause if its Board of School Directors determines, in its sole discretion, that terminating the contract is in the best interest of the School District. Should the School District terminate the contract without cause, the School District shall return to Sponsor a prorated amount of sponsorship fees paid for the current contract year.

12. Release, Indemnification, No Representations.

a. By Sponsor. Sponsor hereby assumes full and complete responsibility and liability for the content of all its advertising copy, and for all other work performed or required to be performed by Sponsor under this Sponsorship Agreement, and agrees that all of the foregoing shall be at Sponsor's sole risk. Sponsor agrees to defend, indemnify, and hold harmless the School District (including their present and future board members, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns) from and against any and all losses, liabilities, damages, claims, demands, suits and judgments (including, without limitation, attorneys' fees and the costs of any legal action) arising out of (i) the use of any trademark, service mark, logo, design and other intellectual property right materials provided by Sponsor; (ii) the character, content, and subject matter of any advertising copy displayed by Sponsor, (iii) the design of Sponsor's advertising or signage; and (iv) any breach of this Sponsorship Agreement by Sponsor. Sponsor fully and forever waives, discharges, and releases the School District from any and all losses, liabilities, damages, claims, demands, suits, and judgments (including, without limitation, attorneys' fees and the costs of any legal action) arising out of or related to any matter described in clauses (i) through (iv) above.

b. No Oral or Implied Representations. Sponsor acknowledges that all terms and conditions of this Sponsorship Agreement are in writing as fully set forth in this document and Exhibit A attached hereto. The School District shall not be bound by any oral or implied agreements, warranties or representations purportedly made to Sponsor by the School District or their employees.

13. **Assignment.** Sponsor and School District shall not have the right or power to assign any of their rights or obligations under this Sponsorship Agreement to any other party without the prior written consent of the other party in its sole discretion. Subject to the foregoing, this Sponsorship Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

14. **Governing Law.** The validity, interpretation, and performance of this Sponsorship Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles. The parties agree the exclusive venue for any legal proceedings that may be instituted by the parties in connection with this Sponsorship Agreement shall be in the Berks County Court of Common Pleas.

15. **Dispute Resolution.** Sponsor and School District agree that any matter arising out of the Agreement, shall be heard by a judge without a jury. Both parties explicitly waive any right they may have to a jury trial.

16. **Notices.** All notices or other communications that are required or contemplated by this Sponsorship Agreement shall be in writing and delivered at the addresses identified in the opening paragraph hereof unless otherwise directed by a party. All notices concerning termination of this Sponsorship Agreement shall be sent by United States certified or registered mail, return receipt

requested, or by other means of delivery that generates a signed receipt.

17. Merger Clause. This Sponsorship Agreement (including any attached exhibits) is the final, complete, and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter hereof, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Sponsorship Agreement. This Sponsorship Agreement supersedes and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.

18. Representations and Warranties of Sponsor. Sponsor does hereby represent and warrant that it owns or has the right to use all trademarks, brand logos, label designs, product identification, decals, and artwork displayed in its advertising copy and on signage to be displayed pursuant to this Sponsorship Agreement.

19. No Waiver. No delay of or omission in the exercise of any right, power, or remedy accruing to any party under this Sponsorship Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

20. Severability. In case any provision of this Sponsorship Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Sponsorship Agreement. The validity, legality, and enforceability of the remaining provisions of this Sponsorship Agreement shall not in any way be affected or impaired thereby.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Sponsorship Agreement to be duly executed by an authorized representative as of the day and year first written above.

Date:

By: _____

Title: _____

KUTZTOWN AREA SCHOOL DISTRICT

Date:

By: _____

Title: _____

"Exhibit A"

Advertiser:

Advertising Agreement

Please make checks payable to: **"Kutztown Area School District"**

Checks can be mailed to:

Kutztown Area School District

Attn: Christian Temchatin

10 Resiher Lane

Kutztown, PA 19530

Book	Policy Manual
Section	700 Property
Title	District Facilities Advertising
Code	701.2
Status	Active
Adopted	April 15, 2013

Purpose

The Board recognizes the sale of advertising in district regulated facilities can serve as an important source of revenue enhancement. It is the objective of this policy to establish parameters for such advertising.

Authority

Any and all advertising signs and/or the content thereof are subject to the approval of the district in accordance with the requirements of this policy and any administrative procedures and practices established pursuant thereto. [\[1\]](#)[\[2\]](#)[\[3\]](#)

No advertising regulated under this policy shall be associated in any way with the sale of tobacco, alcohol, illegal drugs, or weapons; contain vulgar or offensive, obscene, or sexually explicit language; advocate the violation of law or district policy; advance any religious or political organization; promote, favor, or oppose a candidate for elected office or a ballot measure; be associated with any company or individual whose actions are otherwise in violation of law; invade the privacy of any person; infringe intellectual property rights; or materially and substantially interfere with or be disruptive to the educational program of the district.

Guidelines

Signs may be posted only at locations approved by the district. All signs must conform to specifications established by the school district, including, but not limited to, the material composition, size, and appearance.

Signs shall be authorized for specified durations. The district may limit the period of time during the year when advertising signs may be posted.

The school district may limit the total number of signs that may be erected at any one time or place, so as to minimize distractions for facility users, for aesthetics, or for any other reason at the discretion of the school district. The advertiser shall be fully and exclusively responsible for all costs and expenses associated with the procurement, erection, maintenance, and removal of the sign(s). If applicable, installation may be performed by district personnel to be paid by advertiser at the hourly rate in force at the time of work. Any maintenance, repair or removal of an approved sign shall be subject to the direction and supervision of the school district.

Advertising fees shall be subject to the approval of the Board. Proceeds from the sale of advertising at district facilities shall insure the repair or replacement of the current signs and provide the district with additional revenue.

Advertisements permitted in district facilities do not represent the district's endorsement or approval of the matters presented in the advertisements, and an advertiser may be required to include a statement to that effect in the advertisement.

Procedures

All persons and organizations wishing to use facilities to advertise in accordance with this policy must submit a written application and be approved by the Superintendent or designee.

Approval for advertising shall be evidenced by the issuance of a written sign permit to the applicant. The permit will incorporate by reference all terms of this policy and will include any additional terms and conditions included in the approval or otherwise deemed appropriate.

Any permit shall be subject to termination and revocation without cause at the complete discretion of the district without liability or financial penalty of any kind.

Delegation of Responsibility

The Superintendent and/or designee shall approve or deny all applications for advertising under this policy and may establish additional administrative regulations and procedures related thereto.

Legal [1. 24 P.S. 510](#)
 [2. 24 P.S. 511](#)
 [3. 24 P.S. 775](#)

Book	Policy Manual
Section	700 Property
Title	Naming School District Facilities
Code	701.1
Status	Active
Adopted	January 20, 2009
Last Revised	June 20, 2011

Authority

The Board believes that the naming of district facilities is a matter of great importance, one that deserves thoughtful attention. The intent of this policy is to set forth parameters and guidelines for use by the Board for naming district facilities.

The naming of any district facility must be approved by the Board.

In all cases, the Board retains control and ownership over the named facilities. Naming rights will not convey any input or control over the content of school programs offered in the named facilities, nor the disposition of the named facilities.

Delegation of Responsibility

Nominations for the naming of facilities shall come to the Board by recommendation of the Superintendent, through the ECC and/or Facilities committee of the Kutztown Area School District.

Guidelines

1. Facilities may be named for major contributors to the district.
2. The district may provide opportunities for the naming of facilities, which may include, buildings, components of buildings, auditoriums, gymnasiums, playgrounds, athletic facilities, and classrooms.
3. The term of the naming rights will vary but will not exceed the expected life of the facility or equipment.
4. The Board reserves the right to refuse contributions, made with a view towards naming a facility, where that contribution is too restrictive in purpose, inconsistent with the district's stated academic purposes and priorities, or would adversely affect the school district. Any decision must be made consistent with applicable law and regulations.
5. The Board cannot accept any contribution, made with a view towards naming a facility, where to do so would involve unlawful discrimination based upon race, religion, sex, age, national origin, color, handicap, or any other basis prohibited by federal, state and local laws and regulations.[1]
6. Facilities will not be named for persons who are currently employed by the district or those who currently hold public office. For such naming considerations in these instances, a

person shall have been retired from the district or public office for a minimum of five (5) years.

7. The Board reserves the authority and has sole discretion to revoke the naming of a facility.
8. In the event of significant renovations to a previously named facility, or a portion thereof, the Board may, at its discretion, determine that a new naming opportunity should be considered for the renovated area.
9. Special requests to name facilities in honor of people who have contributed to the betterment of the district, and to its educational program, will be considered by the Board. A facility may be named after a person. If named after a person, that person shall be of exemplary moral character; have made an outstanding contribution to education, humanity or community; or have displayed outstanding leadership; or be a person of historical significance.

Legal

1. Pol. 103

[24 P.S. 510](#)