SNOHOMISH SCHOOL DISTRICT

1601 Avenue D, Snohomish, WA 98290-1799
360-563-7300 Fax 360-563-7279

Advertising Lease Agreement

This Sponsorship and Advertisement Rights Agreement (the "Agreement") is made and entered into this _____day of _____, 20___ by and between _____(the "Leasee") and the Snohomish School District (the "District") and agree to the terms set forth below.

I.

Recitals

1.1 **The Facility.** The District, in partnership with District approved parent organizations and booster clubs, is leasing fence, wall, or floor space to display advertising signage at the site checked below:

School Site (Check One)

☐ Glacier Peak High School
☐ Snohomish High School
☐ Centennial Middle School
☐ Valley View Middle School
☐ Aquatic Center

Season (Check One)

☐ Fall HS Season (August – Dec)
☐ Winter HS Season (Dec – Feb)
☐ Spring HS Season (March – May)
☐ Fall MS Season (Sept – Nov)
☐ All Seasons (All Year – 3 seasons)
☐ Winter 1 MS Season (Nov – Jan)
☐ Winter 2 MS Season (Jan – March)
☐ Spring MS Season (April – June)

Signage Requirements

- Banners and Wind Screens must have installed grommets
- May have wind relief
- Must comply with Procedure 6815P

Signage Type (Check One)

☐ Vinyl banner
☐ Pop up (floor standing) sign

Signage Location (Check One, Two or Four)

☐ Football/Track Stadium (Vinyl Banner) (Must install & remove for each event)
☐ Fastpitch Field (Vinyl Banner)
☐ Baseball Field (Vinyl Banner)
☐ Tennis Courts (Vinyl Banner)
☐ Main Gym (Pop Up or Vinyl Banner) (Must install & remove for each event)
☐ Aux/Satellite Gym (Pop Up Banner) (Must install & remove for each event)

Supported Sport or Activity (Check One)

☐ Associated Student Body
☐ Athletics
☐ Band
☐ Baseball
☐ Basketball – Boys
☐ Basketball – Girls
☐ Cheer
☐ Choir
☐ Cross Country
☐ Drama Club
☐ Football
☐ Golf – Boys
☐ Golf – Girls
☐ Soccer – Boys
☐ Soccer – Girls
☐ Softball
☐ Swimming – Boys
☐ Swimming – Girls
☐ Tennis – Boys
☐ Tennis – Girls
☐ Track & Field
☐ Volleyball
☐ Wrestling
☐ Activity/Club:
_____

II.

Substantive Terms

2.1 **Payment** The Leasee will pay to the District $25.00 per sign per season in the amount of $_____. Complete payment for an advertisement lease is required prior to the first day that the advertisement is displayed.

2.2 **Term**. The Initial Term of this Agreement shall be one athletic season or year (selected above) beginning on **_____**. The Term of Agreement ends on _____.

2.3 **Use of The Payment.** Pursuant to Board Policies 3510 and 6815 and Procedures 3510P and 6815P and, all money acquired by ASBs, athletic teams, and clubs through the lease of advertising space under these procedures shall be District funds and shall be deposited to and disbursed from the District's ASB program fund. 100% of the lease payment will support Athletic Operations for Athletics, or ASB Operations for Activities/Clubs at the school selected above.

2.4 **Signage.** Final approval of signage design by the District should occur at least two weeks in advance of posting the advertisement and must comply with District policies and procedures, state and federal law, and WIAA regulations. All signage must comply with expectations outlined in Procedure 6815P.

Advertisement Signage must not conflict with any requirements tied to pre-existing Gift and Name Rights Agreements with competitive vendors that Snohomish School District has entered into prior to this agreement.

2.5 **Production.** The Leasee will design the signage and will seek approval from the District regarding the final design. The Leasee is responsible for producing the sign. Leasee will hang and remove all signage. The District reserves the right to control the wording, type and final location of any sign related to this agreement.

2.6 **Ownership.** Ownership of the Signage and the design thereof shall remain with the Leasee. Leasee assumes all responsibility or liability to third parties arising from the advertising rights granted herein.

2.7 **Maintenance, Repairs and Replacement of Naming Signage.** If repairs or replacements are required for the signage, the Leasee will pay for the repairs or replacement.

2.8 **Termination.**

2.8.1 *Misconduct.* The District expects that its Directors, employees, agents, contractors, vendors and Leasees adhere to high ethical, moral and legal standards. In the unlikely event the District or Leasee or any of their principals engage in immoral, unethical or illegal conduct that comes to the attention of the Leasee, District or the public, the Leasee or District may immediately terminate this Agreement.

2.8.2 *Breach.* In the event District or Leasee breaches any of the terms of this Agreement, the District or Leasee may terminate this Agreement without further notice.

2.8.3 *Consequences.* In the event this Agreement is terminated by the District for Cause, the District shall not be required to refund any portion of the Donation already paid and shall have no further obligation or liability to the Leasee.

2.9 **Termination for Convenience or Casualty.**

2.9.1 *By The District.* The District retains full control over its facilities and reserves the right to terminate this agreement for any reason at any time. Such termination will be provided to Leasee by written notice with the termination date specified.

2.9.2 *By The Leasee.* The Leasee may terminate this Agreement on 30 days advance written notice.

2.9.3 *Disposition of Signage.* In the event either party terminates this Agreement for convenience, the signage shall be returned to the Leasee.

2.10 **Leasee Prohibitions.** Leasee may not use, copy or appropriate the logos and artwork of the District, including that of the various schools operated by the District without the prior written consent of the District.

2.11 **Indemnification.** Each party agrees to defend, indemnify and hold the other party harmless from and against any liability, loss, cost, damage or expense of any kind and nature, arising out of injury to person or damage to property in any manner caused by the negligent or intentional act or omission of the indemnifying party (including its officers, agents, employees and contractors) in performance of its obligations pursuant to and in connection with this Agreement.

2.12 **Governing Law; Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

All rights and remedies available in law and equity are reserved to the Parties for the breach, enforcement or interpretation of this Agreement. In the event any action is instituted on account of this Agreement, venue and jurisdiction shall lie exclusively in the Superior Court for Snohomish County, Washington and the substantially prevailing party in such action shall be entitled to the costs, fees and expenses of such action, including reasonable attorney fees incurred in such proceeding, on appeal or otherwise.

2.13 **Severability.** If, for any reason, any part, term or provision of this Agreement is held by a court to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

(signatures on following page)

Accepted and Agreed to:

PARENT GROUP/BOOSTER CLUB SPONSOR

_____ _____
Sponsor Signature Date

_____
Sponsor Name – Print

_____
Title

_____
Group Name

_____
Contact Phone

SNOHOMISH SCHOOL DISTRICT

_____ _____
Associated Student Body Treasurer Signature Date

_____ _____
Building Athletic/Activity Director Signature Date

_____ _____
Building Administrator Signature Date

_____ _____
Business Office Signature Date

Office Use Only

☐ Payment Received Date_____