

ASA STRATEGIC FUNDING, INC. & HAYSVILLE PUBLIC SCHOOLS USD # 261

ADVERTISING SALES AGREEMENT

THIS AGREEMENT, entered into this 15th day of June, by and between Haysville Public Schools USD # 261 hereinafter referred to as the "District" and ASA Strategic Funding, Inc., a duly incorporated Kansas Company hereinafter referred to as the "Contractor"; and

WHEREAS, the District desires to hire Contractor to sell Advertising Services

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the District and Contractor agree to sell Advertising Services for the district.

PURPOSE: The Contractor will provide the School's Athletic Department with professional services required to maximize revenue from Advertising Services for the District's High Schools sport venues. The following is an overview of the services Contractor will provide.

Advertising Agreement Overview: All costs associated with the Advertising Services agreements are included in Contractor share of revenue from the ad contracts and include the following services:

a. Research and develop a qualified prospect list of advertisers to maximize ad revenue
b. Consult with district to determine potential patron advertisers
c. Determine market advertising rates and develop grid rate structure; design and print rate cards
d. Develop and print collateral materials, presentations and advertising brochures
e. Establish sales appointments, provide information, make proposals, and close sales
f. Write ad contracts, collect advance payments, develop annual billing, renew ad contracts and collect accounts
g. Consult, layout and design ads for advertiser approval
h. Contract with third party for ad sign production and coordinate installation
i. Oversee replacement of damaged or missing signs. (Contractor requests district personnel assist with notification of missing or damaged signage)
j. Submit financial reports to District monthly, detailing ad sales activity, billing and accounts receivable
k. Submit payment for advertising revenue (50% share) to District monthly with financial reports
l. Priority consideration will be given to existing ad contracts with the District

1. **INSURANCE:** Contractor and any sub-contractors hired to install or maintain signs, will submit proof of liability insurance for all work in and around the District.

2. **INDEPENDENT CONTRACTOR:** Both parties, in the performance of this Agreement, shall be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. The Contractor accepts full responsibility for payment of unemployment insurance,

workers compensation, and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Agreement. Contractor shall be responsible for all such routine employer expenses, direct costs, and general indirect costs.

3. **CONFLICT OF INTEREST:** The Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any personnel who are also in the employ of District who are providing services involving this Agreement or services similar in nature to the scope of this Agreement to District.

4. **PERMITS/LICENSES:** Contractor shall be responsible for obtaining any and all necessary permits or licenses related to both planning and completion of the project.

5. **FEES FOR SERVICES:** In exchange for the services detailed herein, the Contractor and District will share and share alike all net revenues from advertising, sponsorships, and approved projects. (See advertising agreement overview).

6. **TERMINATION OF AGREEMENT:** Sixty (60) day written notice required for cancellation of contract by either party after one year (12 months).

7. **SEVERABILITY:** The paragraphs of this Agreement are severable. In the event any paragraph or portion of the Agreement is declared illegal or unenforceable, the remainder of the Agreement shall be in effect and binding upon the parties.

8. **ASSIGNMENT:** This Agreement may not be assigned by either party without prior written consent of the other party.

9. **INDEMNIFICATION:** Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party to the extent limited by law.

10. **ENTIRE AGREEMENT:** The Contractual Provisions herein represent the entire Agreement and understanding between the Contractor and the District. No terms, conditions, course of performance, usage of trade, understandings, or Agreements purporting to modify, supplement, or explain any provisions of this Agreement shall be effective unless in writing and signed by representatives of both parties authorized to amend the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date below.

The District:

By: Susan Walston Date 9/21/2015

The Contractor: ASA Strategic Funding, Inc.

By: _____ Date: June 15, 2015