

SPONSORSHIP GUIDE

PURPOSE

The purpose of this guide is to provide information regarding the sponsorship opportunities within the School District of Fort Atkinson and the process by which those opportunities can be taken advantage of by interested parties. These sponsorship opportunities are a way for businesses to gain exposure in the community, for individuals to dedicate a specific facility that holds a special place for them, or even for an organization to assist the district in achieving its academic goals. There are many varied and valuable opportunities contained within this guide, however these are not the only opportunities available. If you have a sponsorship idea outside of those contained within this guide, please feel free to complete the enclosed application and make a proposal of your own.

CONTENTS

Within this guide you will find the following sections:

- Board Policy 852 Sponsorships
- Process
- Sponsorship Advisory Committee
- Sponsorship Opportunities: Academic
- Sponsorship Opportunities: Athletics
- Sponsorship Opportunities: The Arts
- Sponsorship Opportunities: Other
- Application
- Sample Agreement

Please note that the fees listed for each item are <u>suggestions</u> <u>only</u> and may be modified by the applicant. Also, please note that not all opportunities are listed within this guide. Applicants are <u>encouraged</u> to create alternate sponsorships as well.

CONTACT

For more information or if you have questions regarding sponsorships in the School District of Fort Atkinson please contact:

Jason P. Demerath Director of Business Services School District of Fort Atkinson 201 Park Street Fort Atkinson, WI 53538

Phone: 920.563.7800 Fax: 920.563.7809

Email: demerathi@fortschools.org

PUBLIC RECORDS

Please note that all documents, email correspondence, etc. related to any sponsorship proposal or agreement are public records and available to anyone that may inquire under the State of Wisconsin Open Records Law.

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BOARD POLICY 852 – SPONSORSHIPS

The Board of Education accepts and approves sponsorships that benefit the District, its schools, employees or students by the District accepting money, goods and/or services in exchange for the District acknowledging the sponsor's contribution. The Board recognizes that it would be financially beneficial to allow the sponsorship of the District, its schools, school programs, Interscholastic Athletic programs, extra-curricular activities, and other school activities, events, publications, TV channel, newsletter, news releases, etc. in exchange for the District's acknowledgement of such sponsor's contribution. However, all sponsorships shall meet the criteria set forth herein which provides, among other things, that the sponsorship shall not be contrary to the District's mission, conflict with Board Policy or undermine the District's educational objectives. No sponsorship shall be construed as or constitute an endorsement by the District, Board or school of the sponsor or its product, service or program, etc., and the Board, and the schools reserve the right to refuse or decline the offer of any sponsor for any reason.

Sponsorship is defined as a person, company, business, corporation or other entity providing money, goods and/or services to support the District, its school, school activities, etc., in return for the sponsor receiving an acknowledgement by the District or school indicating that money, services and/or goods were donated by the sponsor or the activity was sponsored by or sponsored in part by the sponsor.

Acknowledgement is defined as the recognition of the support provided to the District or a school by the sponsor. An example of the Acknowledgement of a Sponsorship is the placement of a sponsor's logo or the sponsor's name, address, web site, internet address on the District's web site, a yearbook, newsletter, program of an event, etc. Acknowledgement does not include endorsement, price information or an indication of savings or value and/or quality of the sponsor's product or services, such as the sponsor has the lowest prices, makes the greatest product or that the sponsor is having a sale. No sponsorship, regardless of its monetary value, may be considered for approval without an Agreement between the sponsor and the District regarding the form, number and/or duration of the acknowledgement(s) to be provided. Such Agreement may be, for example, to print an acknowledgement of the sponsorship on the printed program for each home football game during the current school year, or to display the sponsor's name on the scoreboards in the football stadium at the high school for an agreed upon period of time. An Agreement with a term of more than one year shall also indicate whether the Agreement will extend to the sponsor's successors, heirs, administrators and assigns.

For purposes of this policy, paid advertising in school publications are not considered sponsorships.

Approved: April 17, 2008 Reviewed: May 13, 2011

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PROCESS

- 1. The applicant shall choose a package that they feel meets their need or they may make a proposal for a sponsorship that better suits their desires. The funds associated with the package may be designated by the applicant as "Reserved" or "Unreserved" as follows:
 - a. Reserved Applicant desires that the funds from the sponsorship be used only for the program or facility associated with the sponsorship (i.e. Funds from a sponsorship on a softball scoreboard would be used to benefit the softball facility and scoreboard maintenance).
 - b. Unreserved Applicant has no desire to designate how the funds from the sponsorship be used. These funds would then be distributed for projects or programs throughout the district via an application process from the site or program that desires to use the funds (i.e. Barrie school would like new playground equipment, so they would submit an application to use some of the unreserved funds for that purpose).
- The applicant shall complete the application form and submit it to the Director of Business Services. A
 copy of the advertisement, logo, or sample marketing materials must be submitted along with the
 application by either June 1 or December 1 to be considered. The Director of Business Services shall
 note on the application the date and time received.
- 3. The sponsor shall meet with the Director of Business Services and other pertinent District staff prior to the Sponsorship Advisory Committee meeting to gain a better understanding of the sponsor's proposal and intentions prior to presentation to the Committee.
- 4. The Advisory Committee will meet twice per year in June and December to approve or deny the application and attached materials. Agreements totaling more than \$20,000 will be forwarded to the Board of Education for approval upon the recommendation of the Advisory Committee. Should the Advisory Committee be unable to render a decision or there are unique considerations, the District Administrator shall be consulted for his/her opinion as to how the application shall be handled. Should multiple applicants select the same sponsorship, the Committee may consider the applications on a first come, first served basis if all other factors are equal.
- 5. Once the application has been reviewed and accepted, the applicant will be contacted to execute the agreement, to pay all deposits or fees due, and to provide any other materials or information that may be needed by the District to implement the sponsorship.
- 6. Once the agreement has been executed and all fees have been received, the District will begin the process of implementing the agreed upon sponsorship.

ADVISORY COMMITTEE MEMBERSHIP

The following is a list of the members of the Sponsorship Advisory Committee based on the various types of applications received. (Please note that those designated with a * are permanent positions on the committee)

MEMBER	A CADEMIC	A THLETICS	THE ARTS	OTHER
Director of Business Services, Chair*	\checkmark	\checkmark	\checkmark	\checkmark
Board of Education Members (2)*	\checkmark	\checkmark	\checkmark	\checkmark
Chamber of Commerce Member*	\checkmark	\checkmark	\checkmark	\checkmark
District Staff Member (At Large)*	\checkmark	\checkmark	\checkmark	\checkmark
Building Administrator (of applicable building)	\checkmark	\checkmark	\checkmark	\checkmark
Director of Curriculum & Instruction	\checkmark		\checkmark	
Athletic Director		\checkmark		
Others (as applicable – may include advisors,				
staff members, booster club members, etc.)	\checkmark	\checkmark	\checkmark	\checkmark

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ACADEMIC

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COMPUTER SCIENCE LAB

Fee: \$30,000

> Venue named after sponsor (i.e. Karrels Digital Domain)

Fee covers the cost of purchasing a classroom set (25) of desktop computers, 7" tablets and peripherals

Four (4) Year agreement (

Invitation to Spopsor year end reception and networking event

CLASSROOM

Fee: \$5,000

- Classroom named after the sponsor (i.e. John Q. Public Memorial Classroom)
- Sponsor identifies building and classroom
- > Five (5) Year agreement

ELEMENTARY "CLASSROOM LIBRARY" UPGRADE

Fee: \$1,500

- > Plaque on the wall in the classroom of sponsor-selected building
- Fee covers the cost of "upgrade" of a single teachers "classroom library" an integral part of the Comprehensive Literacy Model
- > Teacher would select books for library based on grade-level curriculum
- > Three (3) Year agreement

TECHNOLOGY INTEGRATION PACKAGE

Fee: Varies based on selected technology

- > Plague on the wall in the classroom of sponsor-selected building
- Fee covers the cost of purchasing classroom-designated/specific technology devices that support technology integrated instruction
- Devices purchased are jointly selected by sponsor, teacher and/or building administration
- > Three (3) Year agreement

APPLE IPAD CLASSROOM

Fee: Approx. \$12,500 (actual cost of devices)

- Devices engraved with name of sponsor
- Fee covers the cost of purchasing a classroom set (25) of iPads
- Sponsor identifies building and/or classroom
- Agreement spans life of the device(s)

APPLE IPOD TOUCH CLASSROOM

Fee: Approx. \$8,750 (actual cost of devices)

- Devices engraved with name of sponsor
- Fee covers the cost of purchasing a classroom set (25) of iPod Touch devices
- Sponsor identifies building and/or classroom
- Agreement spans life of the device(s)

NETBOOK CLASSROOM

Fee: Approx. \$10,000 (actual cost of devices)

- > Devices labeled with name of sponsor
- Fee covers the cost of purchasing a classroom set (30) of netbooks
- Sponsor identifies building and/or classroom
- Agreement spans life of the device(s)

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MOBILE INSTRUCTIONAL COMPUTER LAB

Fee: Approx. \$15,000 (actual cost of devices)

- Devices labeled with name of sponsor
- > Fee covers the cost of purchasing a classroom set (30) of laptop computers that can be used in a variety of classrooms
- Sponsor identifies building
- Agreement spans life of the device(s)

INSTRUCTIONAL COMPUTER LAB

Fee: Approx. \$18,000 (actual cost of devices)

- > Plaque on the wall in the computer lab of sponsor-selected building
- Fee covers the cost of purchasing a classroom set (30) of desktop computers
- Sponsor identifies building
- > Five (5) Year agreement

INSTRUCTIONAL MEDIA CENTER (LIBRARY)

Fee: \$15,000

- ➤ Library named after the sponsor (i.e. Dwight Foster Library)
- Sponsor selects building
- > Ten (10) Year agreement

HIGH SCHOOL "POD"

Fee: \$12,500

- > Pod (8-10 classrooms in a pod) named after the sponsor
- Plaque/Signage indicating the sponsor
- > Seven (7) Year agreement

HIGH SCHOOL "WING"

Fee: \$25,000

- Wing (up to 15 classrooms in a wing) named after the sponsor
- Plaque/Signage indicating the sponsor
- > Seven (7) Year agreement

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ATHLETIC

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FOOTBALL STADIUM NAMING RIGHTS

Fee: \$75,000

Current Sponsor: Jones Dairy Farm Agreement Expiration: June 30, 2024

Venue named after the sponsor (i.e. US Bank Stadium)

- From (10) Year agreement with five (5) year signage renewal up-keep fees
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- Sponsor logo and name signage on scorehoards facing crowds and Highway 26
- Advertising copy in appropriate programs using this venue: Sizes range from quarter-page to full-page all B/W unless sporsor wishes to pay cost difference for color print; size dependent upon sponsorship level
- Public address approuncements at all district events using this venue
- Designation as official sponsor of football program for School District of Fort Atkinson
- Website presence on High school Athletics site with logo, link and/or information posted regarding specific program
- ➤ 4 VIP tickets/passes per district game for sponsor representatives
- Hospitality Opportunities Category specific: Any food or giveaways are at the additional expense of the sponsor and must be approved by the Athletic Director

GYMNASIUM NAMING RIGHTS

Fee: \$75,000

Current Sponsor: PremierBank

Agreement Expiration: August 31, 2022

- Venue named after the sponsor (i.e. US Bank Arena)
- Ten (10) Year agreement with five (5) year signage renewal up-keep fees
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- Sponsor logo and name signage on scoreboards facing crowds
- Advertising copy in appropriate programs using this venue: Sizes range from quarter-page to full-page all B/W unless sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level
- Public address announcements at all district events using this venue
- Designation as official sportsor of basketball/volleyball/etc. program for School District of Fort Atkinson
- Website presence on High school Athletics site with logo, link and/or information posted regarding specific program
- ➤ 4 VIP tickets/passes/per/district game/match for sponsor representatives
- Hospitality Opportunities Category specific: Any food or giveaways are at the additional expense of the sponsor and must be approved by the Athletic Director.

DIAMOND VENUE NAMING RIGHTS

Fee: \$100,000

- Venue named after the sponsor (i.e. Goodman Diamond)
- Baseball and softball diamonds (4 total)
- Sponsor logo signage on all 4 scoreboards (facing Highway 26 double sided)
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- Seven (7) year agreement with first right of refusal at renewal time
- Public address announcements at all district events using this venue
- Advertising copy in appropriate programs using this venue: Sizes range from quarter-page to full-page all B/W unless sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level
- Website presence on High School Athletics site with logo, link and/or information posted regarding specific program
- Note: Scoreboard purchase a separate fee (and/or first year payment) to ensure immediate advertising ability scoreboard design to be determined

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POOL VENUE NAMING RIGHTS

Fee: \$50,000

- Venue named after the sponsor (i.e. Speedo Pool)
- Sponsor logo signage on scoreboard
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- > Seven (7) year agreement with first right of refusal at renewal time
- Public address announcements at all district events using this venue
- Advertising copy in appropriate programs using this venue: Sizes range from quarter-page to full-page all B/W unless sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level
- Website presence on High School Athletics site with logo, link and/or information posted regarding specific program

HIGH SCHOOL WEIGHT ROOM

Fee: \$35,000

Current Sponsors: Sport & Spine Clinic and Spacesaver Corporation

Agreement Expiration: December 31, 2022

Venue named after the sponsor (i.e. Strength & Conditioning Center Sponsored by Sport & Spine Clinic and Spacesaver)

Sponsor logo signage on facility

Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility

> Ten (10) Year agreement

- Any announcements regarding an event at the venue would utilize sponsor's name
- Website presence on High School Athletics site with logo, link and/or information posted regarding specific program

MIDDLE SCHOOL STADIUM

Fee: \$20.000

- Venue named after the sponsor
- Sponsor logo signage on facility
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- > Seven (7) Year agreement
- > Any announcements regarding an event at the venue would utilize sponsor's name
- Website presence on High School Athletics site with logo, link and/or information posted regarding specific program

MIDDLE SCHOOL GYMNASIUM

Fee: \$15,000

- Venue named after the sponsor
- Sponsor logo signage on facility
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- > Seven (7) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name
- Website presence on High School Athletics site with logo, link and/or information posted regarding specific program

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HIGH SCHOOL WRESTLING ROOM

Fee: \$10,000

- Venue named after the sponsor
- Sponsor logo signage on facility
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- > Seven (7) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name
- Website presence on High School Athletics site with logo, link and/or information posted regarding specific program

ELEMENTARY GYMNASIUM

Fee: \$10,000

- Venue named after the sponsor
- Sponsor logo signage on facility
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- Seven (7) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name
- Website presence on High School Athletics site with logo, link and/or information posted regarding specific program

WINDSCREEN SPONSOR

Fee: \$7,500 Each

- Company name or approved product name screen printed on the windscreen that will be placed along the interior fencing of the venue
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- ➤ Visible from the Highway 26 bypass and by all spectators
- > Three (3) year agreement with first right of refusal at renewal time
- > Public address announcements at all district events using this venue
- Website presence on High School Athletics site with logo, link and/or information posted regarding specific program

PRESENTING SPONSOR

Fee: \$5,000

- Sponsor logo on venue fence/wall/scoreboard
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- > One (1) year agreement with first right of refusal at renewal time
- Public address announcements at all district events using this venue
- Website presence on High School Athletics site with logo, link and/or information posted regarding specific program

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GIVEAWAY SPONSOR — FOUR (4) AVAILABLE

Fee: \$9,000/year or \$3,000/sport season

- Name on item or product for giveaway (t-shirts, footballs, basketballs, volleyballs, bobble-heads etc.) at four (4) events per sport season
- > Item or product thrown out to a certain number of fans at each district event
- Industry exclusivity means no other business engaged in the same type of work will be advertised at that event
- ➤ Name or company listed in district event program
- Name or company listed on Blackhawk sports website
- Radio & Public broadcast hyping the event, and announcing the company as "The sponsor of tonight's event"

PERSONAL SEAT LICENSE

Fee: \$1,500/seat

- Personal seats to a category specific venue
- > Seats will be personalized take home seats at the end of each season (portable stadium style with name & Blackhawk logo)
- > Seats will be reserved premium seats at center court, 50 yard-line, etc.
- Admission included
- License is for one year

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THE ARTS

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HIGH SCHOOL AUDITORIUM NAMING RIGHTS

Fee: \$75,000

- Venue named after the sponsor (i.e. AMC Auditorium)
- Ten (10) Year agreement with five (5) year signage renewal up-keep fees
- Industry exclusivity means no other business engaged in the same type of work will be advertised in that facility
- Advertising copy in appropriate programs using this venue: Sizes range from quarter-page to full-page all B/W unless sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level
- Public address announcements at all district events using this venue
- > Designation as official sponsor of theatre program for School District of Fort Atkinson
- ➤ 4 VIP tickets/passes per district event for sponsor representatives
- ➤ Hospitality Opportunities Category specific: Any food or giveaways are at the additional expense of the sponsor and must be approved by the High School Principal

PERSONAL SEAT LICENSE

Fee: \$500/seat

- Reserved premium seats to district events in the High School Auditorium
- Admission included
- License is for one year

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OTHER

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COMMONS

Fee: \$15,000

- Venue named after the sponsor (i.e. Joe Q. Public Memorial Commons)
- > Seven (7) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name

PLAYGROUND

Fee: \$10,000

- Venue named after the sponsor
- > Seven (7) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name

CONFERENCE ROOM

Fee: \$5,000

- Venue named after the sponsor
- > Seven (7) Year agreement
- > Any announcements regarding an event at the venue would utilize sponsor's name

BOARD ROOM

Fee: \$5,000

- Venue named after the sponsor
- > Seven (7) Year agreement
- > Any announcements regarding an event at the venue would utilize sponsor's name

ADMINISTRATIVE WING

Fee: \$5,000

- Venue named after the sponsor
- > Seven (7) Year agreement
- > Any announcements regarding an event at the venue would utilize sponsor's name

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SPONSORSHIP APPLICATION FORM

PLEASE CHECK ONE:	☐ ACADEMIC	☐ ATHLETICS	\square THE ARTS	\square OTHER		
ORGANIZATION OR INDIVIDUAL'S NAME	AUTHORIZED CONTACT		TELEPHONE	FAX		
STREET ADDRESS		EMAIL		OTHER CONTACT INF	<u> </u>	
SINCE ADDRESS		LIVIALE		OTHER CONTACT IN		
CITY, STATE, ZIP		FEDERAL TAX ID NUMBE	ER	NUMBER OF YEARS IF	N BUSINESS	
TYPE OF ORGANIZATION (CHECK ONE): CORPOR	ATION 🗆 LLC 🗆	SOLE PROPRIETOR	□INDIVIDUAL	□ TRUST		
BANKING REFERENCE		CONTACT PERSON		PHONE NUMBER		
SUPPLIER/VENDOR REFERENCE		CONTACT PERSON		PHONE NUMBER		
PLEASE LIST/DESCRIBE THE SPONSORSHIP OPPORTUNITY YOU ARE AF	PPLYING FOR (ATTACH ADD	I ITIONAL PAGES IF NEEDED)		<u> </u>		
PLEASE LIST/DESCRIBE THE MEDIA ATTACHED TO THIS FORM AND HO	OW IT IS INTENDED TO BE U	SED IN THE SPONSORSHIP C	OPPORTUNITY (ATTACH	ADDITIONAL PAGES IF N	IEEDED)	
PLEASE LIST HERE IF THE FUNDS ASSOCIATED WITH THE SPONSORSHI UNRESERVED AND SHALL THEN BE ACCESSIBLE FOR USE BY THE DISTI						
NEEDED)	NET AS COTEINED IN TIEM	I(b) IIV IIIE I NOCESS SECTIO	5N 61 111E 31 6N36N31111	GOIDE (ATTACITABLE)	HONALTAGE	<i>3</i> II
PLEASE ANSWER THE FOLLOWING QUESTIONS BY INITIALING	NEXT TO "YES" OR "NO	":				
1. HAVE YOU FULLY READ AND UNDERSTAND THE SCHOOL D	ISTRICT'S SPONSORSHIP	POLICY?			YES	NO
2. ARE YOU THE AUTHORIZED PARTY PERMITTED TO ENTER I	NTO A LEGAL BINDING F	FINANCIAL AGREMENT?			YES	NO
3. DOES YOUR COMPANY OR PRODUCT(S) MEET ALL SCHOOL	DISTRICT ADVERTISING	QUALIFICATIONS AND	ARE THEY FREE FROM	ANY		
DISCRIMINATING CONTENT?					YES	NO
4. HAVE YOU PROVIDED A SAMPLE COPY OF THE LOGO OR N	IEDIA TO BE ADVERTISEI	D WITH AN APPROVED A	APPLICATION?		YES	NO
5. DO YOU FULLY AGREE THAT THIS SPONSORSHIP PROGRAM	1 DOES NOT CONSTITUT	E AN ENDORSEMENT OF	F YOUR BUSINESS, PRO	DUCTS, OR		
VIEWS OF THE APPLICANT?					YES	NO
6. DO YOU AGREE AND UNDERSTAND THAT YOU MAY NOT U		•		•		
DISTRICT EMPLOYEES TO ADVERTISE OR ENDORSE THE PR AND THAT FAILURE TO DO SO IS GROUNDS FOR IMMEDIA				,		
FINANCIAL COMPENSATION FOR FAILURE TO COMPLY?	TE TERMINATION OF TH	iesi onsonsiiii And ic	JO AGREE TO WAIVING	J ALE MOTTS AND	YES	NO
AUTHORIZED REPRESENTATIVE SIGNATURE:			DATE: _			
THANK YOU FO	R SUPPORTING THE	SCHOOL DISTRICT OF	FORT ATKINSON!!			
	FOR OFFI	CE USE ONLY				
RECEIVED BY:	DATE:		PAYMENTS REC	EIVED:		
DATE REVIEWED BY ADVISORY COMMITTEE:		_	☐ DENIED			
NOTES REGARDING DECISION OF ADVISORY COMMITTEE (IF	ANY):					
AUTHORIZED CONTACT NOTIFIED OF DECISION BY:		DATE:		TIME:		

(<u>TEMPLATE ONLY</u>: Items in Italics would change based on sponsor and sponsorship)

TH	IS AGR	EEMENT, is made on this day of, 20, by and between
sub	division	(hereinafter the "Sponsor") and the School District of Fort Atkinson, a political of the State of Wisconsin (hereinafter the "School District").
TH	E PART	TIES AGREE AS FOLLOWS:
I.	The Spoperate guidel	ive of the Agreement consor has expressed its desire to sponsor The sponsorship shall be ged and shown in accordance with this agreement and the School District plicies, procedures and tines. In consideration for said sponsorship, Sponsor shall pay School District the sum of \$, ordance with Section II(a) herein.
П.	Perfor a. b.	mance, Role and Responsibility of the Sponsor Fee Arrangement – Sponsor shall pay School District in accordance with the following schedule: Date Due
III.		mance, Role and Responsibility of the School District sideration of the payment of the sponsorship fee, School District shall provide the following:
	a.	Venue named after the Sponsor as
	b.	Industry Exclusivity: No other entity engaged in the same type of work as Sponsor will be advertised in above listed venue.
	c.	Sponsor logo/signage on scoreboards.
	d.	Advertising copy in all School District programs using the above listed venue: Sizes range from quarter-page to full-page – all B/W unless sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level.

e. Public address announcements at all School District events using above listed venue.

- f. Designation as official sponsor of _______ program for School District of Fort Atkinson.
 g. Website presence on High School Athletics site with logo, link and/or information posted regarding specific program.
 h. Four (4) VIP tickets/passes per School District event for Sponsor representatives.
 i. Hospitality Opportunities Category specific: Any food or giveaways are at the additional expense of the Sponsor and must have prior approval of the Athletic Director or Building Administrator.
 IV. Term

 The term of this Agreement shall be from _______, 20____ through ________, 20____.

 However, the parties reserve the right to cancel this Agreement, with or without reason or cause, on thirty (30) days written notice to the other party. Should this agreement be terminated without cause, the School District shall return to Sponsor a prorated amount of the sponsorship fee paid by Sponsor.
- V. Indemnifications

Sponsor hereby agrees to hold harmless, defend and indemnify the School District, its officers, agents and employees from and against any and all claims, liability, demands, causes of action, damages, costs and attorney fees arising from this Agreement, and to the delivery of sponsorship hereunder, except to the extent that any such claim or demand arises from or is caused by the negligence or willful misconduct of the District, its agents, or employees.

VI. Non-Endorsement/No Agency

Sponsor agrees that all written material and items in connection with this Agreement does not imply that Sponsor is endorsed by the School District or any of its agents or employees and will not communicate that the School District is endorsing Sponsor or its products or services in any way. Sponsor further agrees that it has no right to act on behalf of School District in any way as a result of entering into this agreement.

VII. Miscellaneous

- a. <u>Modifications</u>. Except as may otherwise be expressly stated in this Agreement, all modifications to this Agreement shall be in writing and signed by both parties.
- b. <u>Waiver</u>. The waiver of any term, provision or condition of this Agreement by either party shall not be construed to be a waiver of any other term, provision or condition.
- c. <u>Assignability</u>. Neither party's rights nor obligations under this Agreement may be transferred, conveyed or assigned without the express prior written consent of the other party.
- d. <u>Severability</u>. In the event that any portion of this Agreement is held to be contrary to the law or otherwise unenforceable, it shall be severed from the remaining provisions of this Agreement which shall continue to remain in full force and effect.
- e. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Wisconsin with regard to formation, construction and performance.
- f. <u>Notices</u>. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by mail to the home office of the Sponsor or the School District, as appropriate.
- g. <u>District Influence</u>. Sponsor shall not have any right or expectation of right to control or influence any district operations or decisions as a result of this agreement.
- h. "Make Good Activity". If any of the recognition activities identified in Section III hereof do not occur as contemplated due to unforeseen circumstances beyond the control of the School District, the parties

may mutually agree upon a "make good activity" to compensate for the non-occurrence of the scheduled activity. Any such "make good activity" must be scheduled to occur during the term hereof.

i. <u>Complete Agreement</u>. This agreement is the complete agreement between the parties hereto. This agreement supercedes any and all prior agreements, discussions or other communications of any kind.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement:

SPONSOR	SCHOOL DISTRICT OF FORT ATKINSON			
By:Authorized Representative	By: Dr. Jeffery Zaspel, District Administrator			
Printed Name:	Date:			
Title:				
Date:				