

*Because We're
Wildcats!*



Phone: (979) 864-8000
Website: www.angletonisd.net
1900 N. Downing Road
Angleton, Texas 77515

ANGLETON ISD PARTNERSHIP AGREEMENT

This Agreement entered into this _____ day of _____, _____, by and between Angleton Independent School District, hereinafter referred to as “AISD” or the “District”, and _____, hereinafter referred to as “Partner”, hereby agree as follows:

1. Terms and Conditions. Under the terms and conditions herein set forth, AISD grants the non-exclusive advertising rights to Partner as stipulated in Attachment A (“Advertising Rights”) for the Term of this Agreement. All artwork shall be provided by Partner to AISD, at Partner’s expense, no later than **ten (10) business days** before the advertisement is to be displayed. The artwork shall be professionally designed and tastefully and aesthetically suitable for presentation. The content of the artwork will be subject to the prior written consent of the District to ensure conformity with District policies. The contents of the artwork may not violate any AISD policy or practice regarding advertising or materials distributed on campus, and shall not announce or advertise any item or activity that is prohibited on a District campus. Such policies include, without limitation GKB (Legal) and GKB (Local).
2. Partner understands and acknowledges that the Advertising Rights are subject to ordinary wear and tear, casualty, and events of force majeure. If the advertisement(s) is damaged, destroyed or stolen (other than as a result of an act or omission of Partner), AISD shall have the option to pay the reasonable cost of replacing or restoring the advertisement to its previous condition or providing a pro-rata refund of the payments made and/or discounting any payment owed under this Agreement. Should AISD elect to refund or discount monies owed, this Agreement shall be terminated upon such election by AISD. In all other instances, Advertiser shall bear the cost of (i) obtaining and installing any additional or replacement advertisement or signage and (ii) repainting the advertisement or signage. Without limitation, AISD shall not be responsible for funding a new panel or signage in the event that Partner wishes to alter the design. If requested by AISD because of the nature of an event, Partner understands that its signage or advertising materials may not be displayed or may be covered for such events with no adjustment in the Section 3 payments.
3. Payment. Payments shall be made to the order of Angleton Independent School District as follows:

Agreement year 1: \$15,000.00 Payment due on or before AUGUST 1st, 2022

ANGLETON INDEPENDENT SCHOOL DISTRICT...A TRADITION OF EXCELLENCE

It is the policy of the Angleton Independent School District not to discriminate on the basis of race, color, national origin, sex, handicap, or age as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.
Es norma de Angleton Independent School District no discriminar por motivos de raza, color, origen nacional, sexo, impedimento o edad tal como lo requieren el Título VI de la Ley de Derechos Civiles de 1964, según enmienda; el Título IX de las Enmiendas en la Educación, de 1972, la ley de Discriminación por Edad, de 1975, según enmienda, y la Sección 504 de la Ley de Rehabilitación de 1973, según enmienda.

Agreement year 2: \$15,000.00 Payment due on or before AUGUST 1st, 2023

Agreement year 3: \$15,000.00 Payment due on or before AUGUST 1st, 2024

Agreement year 4: \$15,000.00 Payment due on or before AUGUST 1st, 2025

Agreement year 5: \$15,000.00 Payment due on or before AUGUST 1st, 2026

If Partner fails to make the payments within thirty (30) days after the date that such payment is due under this Agreement, the District may charge late fees at the rate of twelve percent (12%) per annum (or the maximum rate permitted by law, whichever is less), compounded monthly, on unpaid balances and all expenses (including attorneys' fees and court costs) incurred in collection.

4. Term of Agreement. The period of this Agreement shall be for an initial term of 5 years ("Term"), effective AUGUST 1st, 2022 through AUGUST 1st, 2027 subject to the first right of refusal/renewal to extend additional years, as detailed in Section 5.
5. First Right of Refusal/Renewal. Partner shall have the right of first refusal and/or renewal to negotiate a new agreement, with respect to Advertising Rights, and other terms and conditions, satisfactory to both parties, to extend this agreement for an additional 5 years, if and only if AISD elects to offer to third parties such Advertising Rights. Partner shall notify AISD, in writing, no less than 180 days prior to expiration of Agreement to exercise first right of refusal and/or renewal. Notwithstanding any provision herein to the contrary, nothing in this Agreement shall obligate or be construed to obligate AISD to offer such Advertising Rights to third parties at the end of the Term.
6. Assignment. This agreement shall not be assigned by the Partner, nor shall Partner grant any other person any of its rights without prior written consent of AISD.
7. Hold Harmless and Indemnification. Partner agrees to hold harmless and indemnify AISD, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of granting the licensing rights hereunder. This section does not require Partner to be responsible for or defend against any claims or damages arising solely from acts or omissions of AISD, its officers, agents, or employees.
8. Applicable Law. This Agreement shall be governed by the laws of the State of Texas. If any provision of this Agreement is or becomes unenforceable, the other provisions shall remain valid and enforceable to the maximum extent possible. Exclusive venue for any disputes arising under or related to this Agreement shall be in courts of competent jurisdiction in Brazoria County, Texas.

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9. Nondiscrimination. It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.
10. Default. If Partner fails to pay when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after Partner receives written notice of the default from AISD, or if either party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing party receives written notice of the default from the other party, and such non-performance remains uncured after such thirty day period, then such aggrieved party may terminate this Agreement by giving notice of termination. All parties' rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which either party has by reason of any non-performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the parties under this Agreement shall cease, except as provided below. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either party, unless any such waiver is in writing and is signed by the party. In the event that the Agreement is terminated by District following an uncured default by Partner, the District shall then allow Partner to either remove its advertisement and signage or shall arrange for the removal of same at Partner's expense. In no event shall either party be liable to the other party for consequential damages on account of a default hereunder.
11. Relationship of the Parties. All operations by each party under the terms of this Agreement shall be carried on by it as an independent contractor and not as an agent for the other.
12. Immunity. Neither party waives any immunity by entering into this Agreement.
13. Legal Requirements Regarding Boycotts and Non-Discrimination.
- A. Pursuant to Texas Government Code Chapter 2270, Partner represents and warrants to District that Partner does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Partner verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Partner has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

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- C. Partner represents and warrants that it does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.
- D. Partner represents and warrants that it does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.
- E.

On this day and year first above written, the parties hereto have executed this Agreement.

ANGLETON INDEPENDENT SCHOOL DISTRICT

Contact name: Laurin Moore
Address: 1900 N Downing
City, State, Zip: Angleton, TX, 77515
Phone: 979-864-8047
Email: lemoore@angletonisd.net

Authorized Signature and Title

Date

[PARTNER NAME]

Contact name:
Address:
City, State, Zip:
Phone:
Fax:
Email:

Authorized Signature and Title

Date

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ATTACHMENT A

TERMS AND CONDITIONS

STATIC SIGNAGE - (Logo file to be provided by Partner)

- One (1) non-lit partner recognition on the welcome signage, approximately 1.5'h x 2.5'w
- One (1) non-lit partner recognition on the home bleacher portal, approximately 2.25'h x 5'w
- One (1) non-lit partner recognition on the main ticket entrance, approximately 1.25'h x 2'w
- One (1) non-lit partner recognition on baseball ticket booth

DIGITAL CONTENT - VIDEO DISPLAY (Logo file to be provided by Partner)

- (Pre-In-Post Game) Animated Partner Logo – logo will rotate with other partners throughout home varsity football games on video board.
- (Pre-In-Post Game) Animated Partner Logo – will rotate with other partners throughout home varsity football games on speaker digital audio mesh. Animation created by AISD.
- One (1) in game feature entitlement per regular season home varsity football game (1st Down, Smile Cam, Coin Flip, etc.)
- Minimum of Two (2) instant replay logo bugs at every home varsity football game.
- Minimum of Two (2) full screen static logo/ad (sponsor supplied) per home varsity football game.
- One (1) :30 second pre-game, sponsor supplied video commercial per home varsity football game.
 - Production completed by AISD with script by Partner.
- Windowed static logo on Side Bar rotated with Wildcat and Purple Partners at home varsity football games.

PROMOTIONS

- One (1) home varsity football game sponsorship/promotional opportunity
- One (1) grouped PA announcement thanking sponsors involvement for each home varsity football game

HOSPITALITY

- One (1) Logo Application on Angleton ISD Athletic Website
- One (1) grouped radio drop-in per home varsity football game
- Two (2) season tickets to home football games.

Social Media Recognition: TBD

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