

ADVERTISING AGREEMENT

This Advertising Agreement is entered into this 18th day of June 2024, by and between the Aledo Independent School District (hereinafter called the "School District") and **City of Willow Park** (hereinafter called "Advertiser")

RECITALS:

WHEREAS, the School District's Board of Trustees approved the construction of a scoreboard (the "Scoreboard") at the Aledo ISD Tim Buchanan Football Stadium; and

WHEREAS, the School District desires to sell advertising on the Scoreboard to finance the construction of the Scoreboard, subject to the terms of this Agreement; and

WHEREAS, the Advertiser desires to advertise on the Scoreboard System, subject to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The term of this Agreement is five (5) years, beginning August 1, 2024 through July 31, 2029.
2. The Advertiser shall pay to the School District \$10,000 each year when billed during the term of this contract for its advertising rights, for a total payment of \$50,000.
3. The Advertiser shall have advertising rights as per the attached **Orange Partnership Inventory** for the term of this Agreement. The Scoreboard shall be considered a limited public forum. Advertiser may suggest copy for its advertisements, provided, however, that all advertisements are subject to the School District's approval, and are subject to the limitations and restrictions on such advertising found in Board Policies GKB(LEGAL) and (LOCAL); and GKDA(LEGAL) and (LOCAL).
4. Advertiser acknowledges the School District has the right to approve the Advertiser's advertising copy. Production and installation of the advertisements shall be at Advertiser's sole cost and expense.
5. Maintenance of the Scoreboard shall be provided by the School District.
6. Primary electrical to the Scoreboard and insurance shall be provided by the School District.

7. The Advertiser shall have the first right of refusal at the end of this Agreement to extend its advertising rights stipulated in this Agreement and the attached **Orange Partnership Inventory**. Advertiser shall notify School District in writing not less than 180 days prior to the expiration of this Agreement to exercise renewal.
8. Advertiser does hereby waive, release, indemnify and hold harmless the School District, its officers, agents, employees, and volunteers, from any and all causes of action arising from the production or installation of the advertising on School District's scoreboard, whether arising from claims for bodily injury or death, property loss or damage, loss of profits, or any loss whatsoever, which may arise from said construction, production, or installation.
9. Neither party may assign this Agreement without the prior written consent of the other party.
10. This Agreement shall be governed by the laws of the State of Texas, and venue for any action shall lie in state courts in Parker County, Texas. This Agreement shall become effective promptly upon its execution by the Advertiser and the School District.



**ALEDO INDEPENDENT
 SCHOOL DISTRICT**

ADVERTISER

By: Earl H. Husfeld

By: _____

Title: Chief Financial Officer

Title: _____

Attest: 

Company: _____

By: Brandy Belk

Title: Athletic Director