

ADVERTISING AGREEMENT

This Advertising Agreement (the "Agreement") is made by and between The Southern Fulton School District (the "District") and _____ (the "Advertiser"); (the "Parties" collectively).

WHEREAS, the Advertiser verifies that it has reviewed District Policy 707.2 entitled, ATHLETIC FIELD ADVERTISING, and agrees to be bound by the guidelines and terms and conditions specified therein. The Policy is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Advertiser also agrees that upon District approval of design, content and placement of the advertisement it shall be the responsibility of the school district to install and remove advertising materials; and

WHEREAS, the Advertiser understands and agrees that any use of the District's intellectual property is solely at the discretion and direction of the District and any agreement as to such usage is limited and subject to District approval and control.

NOW, THEREFORE, with the intent to be legally bound hereby, the Parties agree as follows:

1. The preceding recitals are incorporated herein by reference and form a material part of this Agreement.
2. The term of this Agreement is for one (1) year and shall not automatically renew at the expiration of the term. During that term, the District has the right to limit the period of time when the materials will be posted and the location. Upon the expiration of the term, if the Advertiser decides to continue in the program, they shall submit payment to the district by July 1 . If the Advertiser decides to withdraw from the program then they must notify the district by July 1. The District shall then remove the materials.
3. The Advertiser agrees to release the District from any liability in any cause of action that may arise as a result of the erection, maintenance or removal of the advertising materials.
4. The Advertiser also agrees to indemnify and hold the District harmless from any claims arising out of this Agreement, including claims for bodily injury or intellectual property right infringement arising out of or relating to the erection, presence, maintenance and removal of the advertising materials. This Agreement to indemnify and hold the District harmless from any liability or costs arising out of or referring or relating to this Agreement, including attorney's fees.
5. Any claims for breach of this Agreement are governed by and construed under Pennsylvania law and the Advertiser agrees to jurisdiction in Fulton County, Pennsylvania.

6. The precise terms of the Agreement relative to cost of the Advertising materials, dimensions, duration and placement, District's removal rights and method of payment are attached hereto and incorporated herein by reference as Exhibit "B".
7. Placement of the sign or advertisement on school property should not be construed as an endorsement by the school district of the product or service being advertised.
8. This Agreement, including the Exhibits attached hereto and incorporated by reference herein, constitutes the entire Agreement between the Advertiser and the District and supersedes any and all prior agreements and representations between the parties, whether express or implied, written or oral, with respect to any advertising opportunities. The Advertiser agrees that any changes to this Agreement must be specifically approved by the District or said change will be construed as null and void.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed and delivered as of the dates set forth below.

Date

The Southern Fulton School District

Date

Advertiser