



SIGNAGE SPONSORSHIP AGREEMENT

-----COVER AND SIGNATURE PAGE-----

<p>SPONSOR <i>(Name and Address):</i></p> 	<p>DISTRICT: JEFFERSON COUNTY SCHOOL DISTRICT R-1 1829 Denver West Dr., Bldg. 27 Golden, CO 80401</p> <p>On behalf and for this District school (the “School”):</p>										
<p>EFFECTIVE DATE: This Agreement becomes effective of the later date of the Parties’ signatures below.</p>	<p>AGREEMENT END DATE: The Agreement ends on this date: _____ <i>Annual Renewals billed for the following year after the end date.</i> If blank, the Agreement ends with the current fiscal year.</p>										
<p>SPONSORSHIP FEE <i>(check only one):</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> \$1,000</td> <td style="width: 50%;">\$300</td> </tr> <tr> <td><input checked="" type="checkbox"/> \$500</td> <td><input type="checkbox"/> \$ _____</td> </tr> </table> <p>Per <i>(check only one):</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> District Fiscal Year for Fiscal Years : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> 1</td> <td style="width: 50%;"><input type="checkbox"/> 5</td> </tr> <tr> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> _____</td> </tr> </table> </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Agreement </td> </tr> </table>	<input type="checkbox"/> \$1,000	\$300	<input checked="" type="checkbox"/> \$500	<input type="checkbox"/> \$ _____	<input type="checkbox"/> District Fiscal Year for Fiscal Years : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> 1</td> <td style="width: 50%;"><input type="checkbox"/> 5</td> </tr> <tr> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> _____</td> </tr> </table>	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 5	<input type="checkbox"/> 3	<input type="checkbox"/> _____	<input type="checkbox"/> Agreement	<p>SPECIFICATIONS <i>(check all that apply):</i></p> <p><input checked="" type="checkbox"/> One banner or sign. <input type="checkbox"/> _____ banners or signs <i>(if more than one)</i></p> <p>Located:</p> <p><input type="checkbox"/> In the School Gym <input checked="" type="checkbox"/> Outside the School Building: FENCE <input type="checkbox"/> Other location: _____ <input type="checkbox"/> Other: _____</p> <p>Other Terms <i>(none if blank):</i> <i>Measurements: 4 feet tall by 8 feet wide, Laminated metal / aluminum composited by Zuni Signs Zuni Signs, 27875 CO Highway 74 (downtown Evergreen) Evergreen, Colorado 303-670-8952 or EQUAL</i></p>
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<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 5										
<input type="checkbox"/> 3	<input type="checkbox"/> _____										
<p>Payment Installments <i>(check only one):</i></p> <p><input checked="" type="checkbox"/> One Payment Due 10 calendar days after Effective Date <input type="checkbox"/> In Installments as follows:</p>											

Signatures

For sufficient and valuable consideration, the **Sponsor** and the **District** (the “Parties”) are entering into this Sponsorship Agreement (the “Agreement”) by signing on the **Cover and Signature Page**. The Agreement goes into effect on the date when the last Party signs (“Effective Date”).

<p>SPONSOR:</p> <p><i>Signature</i></p> <p>By: _____ <i>Name and Title of Individual Signing for Sponsor</i></p> <p>_____ <i>Date of Signature</i></p>	<p>SCHOOL:</p> <p><i>Signature</i></p> <p>By: _____ <i>Name of Principal</i></p> <p>_____ <i>Date of Signature</i></p>	<p>DISTRICT:</p> <p><i>Signature</i></p> <p>By: _____ <i>Director of Purchasing</i></p> <p>_____ <i>Date of Signature</i></p>
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The School and the Sponsor agree that the Sponsor make a financial contribution to the School and the School allows the Sponsor to display its name, logo, or other marketing message on School property as specified herein.

1. Sponsorship Benefits. In consideration of the Sponsorship Fee, the School permits the following:

- 1.1 The Sponsor may display one or more banners, signs, posters, or other signage (“Signage”) on School property under the following terms and conditions:
 - 1.1.1 The Sponsor shall provide the Signage, at its own cost, to the School, with content selected by the Sponsor.
 - 1.1.2 The measurement, content, and all other aspects of the Signage shall comply with law and with District policies **KHB** and **KHBA**.
 - 1.1.3 The School will display Signage only after the Principal of the School has reviewed and approved the Signage.
 - 1.1.4 The Sponsor shall not use the School or District names or logos except as expressly permitted herein.
- 1.2 The Signage size and measurements shall comply with District policy **KHBA**.
- 1.3 The Signage has the specifications and shall be located as stated on the **Cover and Signature Page** in the box labeled “**SPECIFICATIONS**.”

2. Sponsorship Fee. The Sponsor shall pay to the School the Sponsorship Fee in such amounts and in such installments as specified on the **Cover and Signature Page** in the box labeled “**SPONSORSHIP FEE**.”

3. Agreement Begin and End Dates. The Agreement is in effect from the Effective Date to the date stated on the **Cover and Signature Page** in the box labeled “**AGREEMENT END DATE**.”

4. Termination.

4.1 *By the School.*

- 4.1.1 The School may terminate the Agreement at any time of the School decides in its sole discretion that it is in the School’s best interest. In this event, The School will refund to the Sponsor, upon the Sponsor’s written request, that portion of the Sponsorship Fee already paid that is proportional to the number of days that would remain under the Agreement if the Agreement would not have been terminated early. The School will not pay for lost profits.
- 4.1.2 The School may terminate the Agreement for the reasons listed below. In this event, the School will not refund any portion of the Sponsorship Fee.
 - 4.1.2.1 The Sponsor does not pay the Sponsorship Fee or fails to comply with any other term of the Agreement.
 - 4.1.2.2 The Signage or the Sponsor’s business or both do not or no longer comply with District Policies **KHB** or **KHBA** or both.
 - 4.1.2.3 Changes in law or District policies require that the School no longer display the Signage.
 - 4.1.2.4 The School or the District determine in their sole discretion that the School’s reputation, safety, or security are adversely affected by the Signage, the Agreement, or the Sponsor’s business or reputation.

4.2 *By the Sponsor.* The Sponsor may terminate the Agreement at any time for any reason. In that event, the School will not refund any portion of the Sponsorship Fee.

5. Removal. The Sponsor shall remove the Signage from the School premises at the Sponsor’s expense within 10 calendar days after the Agreement ends, or at such time as the School Coordinator and the Sponsor have agreed on, whichever occurs earlier. The School may destroy, recycle, or otherwise dispose of the Signage as the School decides in its sole discretion if the Sponsor fails to do so.

6. School Coordinator. The Sponsor shall coordinate implementation of the Agreement through the Principal or the individual or individuals whom the Principal designates for that purpose.

7. District and School. The District and the School are the same entity. The School designated on the **Cover and Signature Page** is entering into the Agreement for its use and benefit under District authority.

8. General Agreement Terms and Conditions, and District-Specific Provisions. The additional terms and conditions set forth on the following pages apply.

General Agreement Terms and Conditions and District-Specific Provisions

Independent Contractor.

The Sponsor is an independent contractor and NOT an employee of the District. Employees and contractors of the Sponsor who aid in the performance of this Agreement are NOT employees of the District.

Indemnification.

The Sponsor indemnifies the District and holds the District harmless from all claims, damages, liability, demands, suits, and actions that persons not a party to the Agreement may bring against the District or the School or both.

District Specific Provisions.

1. Availability of Funds and Constitutional Limitations on Debt. Financial obligations of the District payable after the District's current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.
2. Compliance with Laws. The Sponsor shall comply with all laws that apply to performance under the Agreement, as amended from time to time.
3. Conflict of Interest. The Sponsor represents that the Sponsor (i) has no personal or financial interest in the Agreement (other than the consideration to be earned); (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance under the Agreement; and (iii) does not and will not employ or engage any person with a personal or financial interest in the Agreement (other than the consideration to be earned).
4. Governing Law, Jurisdiction, and Venue. The laws of the State of Colorado govern this Agreement. Any action to enforce the Agreement shall be brought in a court of competent jurisdiction in Jefferson County, Colorado.
5. Governmental Immunity. The District does not waive, and no provision of the Agreement is or shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S.
6. Open Records Law/CORA. The Colorado Open Records Act, CRS § 24-72-100.1 *et seq.*, as amended from time to time, applies to the Agreement, the Sponsor's performance, and the records and reports generated thereunder, to the extent not prohibited by federal law.
7. CRS §22-1-135 applies. The provisions of Colorado Revised Statutes §22-1-135 (also known as HB 22-1252) apply, concerning provisions of public school contracts, even if the Effective Date is before July 1, 2022. In addition, the District does NOT agree to any of the following: