#### GLENBROOK HIGH SCHOOLS District Business Office

TO:

Dr. Riggle Hillarie Siena

FROM:

Kimberly L. Ptak

DATE:

JULY 16, 2012

RE:

APPROVAL OF ADVERTISING SPONSORSHIP AGREEMENTS

#### Recommendation

It is recommended that the Board of Education approve the following advertising sponsorship agreements. The term of all agreements is 5-years beginning August 1, 2012 and ending July 30, 2017. Copies of the agreements are attached. Please note, since the last board meeting, the Glenbrook High School Foundation requested a few minor changes to its agreement. The proposed modifications were reviewed with the district's attorney as well as Mr. Boron and are highlighted in the attached agreement for your review. The modifications to item 12 appears to be the most significant, however since the Glenbrook High School Foundation is covered under the district's insurance policies the modification was made.

Sponsor	# of Panels	Location of Panel(s)	Annual Fee	Term	Total Payment
Abt	1	(1) GBS	\$5,000	5-years	\$25,000
Glenbrook High School Foundation	2	(1) GBN, (1) GBS	\$10,000	5-year	\$50,000
Glenview State Bank	2	(2) GBS	\$10,000	5-year	\$50,000
Illinois Bone & Joint	2	(1) GBN, (1) GBS	\$10,000	5-years	\$50,000
Jennings Chevrolet	1	(1) GBS	\$5,000	5-years	\$25,000
Nicolas and Associates	2	(1) GBN, (1) GBS	\$10,000	5-years	\$50,000
Upright MRI of Deerfield	2	(1) GBN, (1) GBS	\$10,000	5-years	\$50,000
			\$60,000		\$300,000

#### Background

As discussed at previous board meetings, \$400,000 of the total cost of the artificial turf fields at GBN and GBS will be funded through school community donations (\$200,000/school).

In discussions with school business community partners, strong interest was expressed relative to advertising options on the main field scoreboards. The structure previously approved by the Board is to offer advertising space at \$5,000 per year, for a minimum of 5-years. Each score board can accommodate eight 2ft x 5ft panels. Two panels could be purchased at a price of \$10,000 per year or additional 5-year increments could also be purchased.

Currently, GBS has seven interested sponsors which will fill all eight panels, and GBN has four interested sponsors filling four panels. GBN administration is currently in discussions with several other potential sponsors and will bring additional agreements to the board in the near future.

This Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS ("District 225") and Abt ("Sponsor"). The term of this Agreement shall be from August 1, 2012\* through July 31, 2017. For and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- District 225 shall provide Sponsor with an approximately 2 ft. by 5 ft. advertising panel on GBS's main athletic field scoreboard, in a location determined by District 225.
- Sponsor shall provide District 225 with the design and content of the advertising panel; all advertising panels must be preapproved by District 225. Further, District 225 shall have absolute and unfettered discretion as to the acceptability of the content and design of all advertising panels.
- District 225 shall install and fund the advertising panel, up to the amount negotiated with District 225 vendor at the time of this agreement and continuously display the panel on the scoreboard of the football field for the term of this Agreement.
- 4. This is a non-exclusive advertising sponsorship agreement. District 225 shall have the absolute right to enter into other similar advertising sponsorship agreements for advertising space on the same scoreboard with other sponsors. Sponsor shall have no rights with respect to the other sponsors or the content of other advertising panels.
- District 225 agrees to maintain the panel in good condition, at its cost, subject to normal wear and tear and weather exposure. In the event the panel is destroyed, District 225 will replace the panel.
- Sponsor shall pay District 225 \$5,000.00 per year for five years, for a total of \$25,000.00.
   Annual payments of \$5,000.00 shall be paid each year by September 1st.
- 7. District 225 may terminate this Agreement, for any reason or without cause, upon thirty (30) days prior written notice to Sponsor. In the event of termination, District 225 shall provide a pro-rated refund of monies previously received. Upon such termination of this Agreement District 225 shall have the right to remove Sponsor's advertising panel from the scoreboard and dispose of same.
- 8. This Agreement supersedes all prior negotiations, understandings, and agreements between the Parties hereto and constitutes the final and complete understanding of the Parties regarding the subject matter hereof. Both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein.
- This Agreement may not be modified or amended except by a subsequent written instrument evidencing the express consent of each of the Parties hereto and duly executed by both of the Parties hereto.

- The Agreement shall begin upon installation of the panel.
- This Agreement is not assignable in whole or in part by either Party hereto in the absence of express, prior written consent of both Parties hereto.
- 12. Sponsor shall indemnify, defend and hold District 225 and its employees, and Board Members from and against any and all damages, losses, claims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, attorneys' fees and costs by reason of any claim, demand, suit, or judgment arising out of or alleged to have arisen out of or in any way relating to this Agreement, or the advertising and sponsorship which is the subject of this Agreement.
- This Agreement shall be construed and governed solely in accordance with the laws of the State of Illinois.
- In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois. The losing party in any such litigation shall pay to the prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in such litigation.
- 15. Waiver by either Party of any default, breach or provision will not be construed as a waiver of any other default, breach or provision under this Agreement.
- Time is of the essence in the performance of this Agreement.
- 17. If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Agreement, the remainder of this Agreement shall remain in full force and affect and will be construed and enforced as if such provision had not been included herein.
- 18. The individuals signing on behalf of the Parties to this Agreement hereby represent and warrant that they have full and absolute legal authority to execute this Agreement.
- The effective date of this Agreement shall be the later of the execution dates below.

Ву:		Ву:
	A Duly Authorized Signatory	A Duly Authorized Signatory
Date:		Date:

This Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS ("District 225") and the Glenbrook High School Foundation ("Sponsor"). The term of this Agreement shall be from August 1, 2012\* through July 31, 2017. For and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- District 225 shall provide Sponsor with 2 approximately 2 ft. by 5 ft. advertising panels.
   One panel will be installed on GBS's main athletic field scoreboard and one panel will be installed on GBN's main athletic field scoreboard, in locations determined by District 225.
- Sponsor shall provide District 225 with the design and content of the advertising panel; all advertising panels must be preapproved by District 225. Further, District 225 shall have absolute and unfettered discretion as to the acceptability of the content and design of all advertising panels.
- District 225 shall install and fund the advertising panel, up to the amount negotiated
  with District 225 vendor at the time of this agreement and continuously display the
  panel on the scoreboard of the football field for the term of this Agreement. District 225
  shall not at any time during the term of this Agreement permit or cause the scoreboard
  to be obstructed in any manner.
- 4. This is a non-exclusive advertising sponsorship agreement. District 225 shall have the absolute right to enter into other similar advertising sponsorship agreements for advertising space on the same scoreboard with other sponsors. Sponsor shall have no rights with respect to the other sponsors or the content of other advertising panels.
- 5. District 225 agrees to maintain the panel in good condition, at its cost, subject to normal wear and tear and weather exposure. In the event the panel is destroyed, District 225 will replace the panel. District 225 shall be responsible for all costs associated with removing any graffiti on the scoreboard and/or panel.
- 6. Sponsor shall pay District 225 \$10,000.00 per year for five years, for a total of \$50,000.00. Annual payments of \$10,000.00 shall be paid each year by September 1st.
- 7. District 225 may terminate this Agreement, for any reason or without cause, upon thirty (30) days prior written notice to Sponsor. In the event of termination, District 225 shall provide a pro-rated refund of monies previously received. Upon such termination of this Agreement District 225 shall have the right to remove Sponsor's advertising panel from the scoreboard and dispose of same. In the event of termination during the first year of this Agreement, District 225 shall reimburse Sponsor for Sponsor's actual, verified costs incurred for the panel artwork.
- 8. This Agreement supersedes all prior negotiations, understandings, and agreements between the Parties hereto and constitutes the final and complete understanding of the Parties regarding the subject matter hereof. Both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein.

- This Agreement may not be modified or amended except by a subsequent written instrument evidencing the express consent of each of the Parties hereto and duly executed by both of the Parties hereto.
- 10. The Agreement shall begin upon installation of the panel.
- 11. This Agreement is not assignable in whole or in part by either Party hereto in the absence of express, prior written consent of both Parties hereto.
- 12. Sponsor shall indemnify, defend and hold District 225 and its employees, and Board Members <a href="https://harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.com/harmless.c
- This Agreement shall be construed and governed solely in accordance with the laws of the State of Illinois.
- 14. In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois. The losing party in any such litigation shall pay to the prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in such litigation.
- 15. Waiver by either Party of any default, breach or provision will not be construed as a waiver of any other default, breach or provision under this Agreement.
- 16. Time is of the essence in the performance of this Agreement.
- 17. If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Agreement, the remainder of this Agreement shall remain in full force and affect and will be construed and enforced as if such provision had not been included herein.
- 18. The individuals signing on behalf of the Parties to this Agreement hereby represent and warrant that they have full and absolute legal authority to execute this Agreement.
- 19. The effective date of this Agreement shall be the later of the execution dates below.

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By:		By:	
	A Duly Authorized Signatory	_	A Duly Authorized Signatory
Date:		Date:	

<sup>\*</sup>In the event that construction delays sign installation, the date will be adjusted to begin on the first day possible. S:\School District\sd225c\agr\Draft Advertising Sponsorship Agreement 020812.doc

This Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS ("District 225") and Glenview State Bank ("Sponsor"). The term of this Agreement shall be from August 1, 2012\* through July 31, 2017. For and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- District 225 shall provide Sponsor with 2 approximately 2 ft. by 5 ft. advertising panels on GBS's main athletic field scoreboard, in a location determined by District 225.
- Sponsor shall provide District 225 with the design and content of the advertising panel; all advertising panels must be preapproved by District 225. Further, District 225 shall have absolute and unfettered discretion as to the acceptability of the content and design of all advertising panels.
- District 225 shall install and fund the advertising panel, up to the amount negotiated
  with District 225 vendor at the time of this agreement and continuously display the
  panel on the scoreboard of the football field for the term of this Agreement.
- 4. This is a non-exclusive advertising sponsorship agreement. District 225 shall have the absolute right to enter into other similar advertising sponsorship agreements for advertising space on the same scoreboard with other sponsors. Sponsor shall have no rights with respect to the other sponsors or the content of other advertising panels.
- District 225 agrees to maintain the panel in good condition, at its cost, subject to normal wear and tear and weather exposure. In the event the panel is destroyed, District 225 will replace the panel.
- Sponsor shall pay District 225 \$10,000.00 per year for five years, for a total of \$50,000.00.
   Quarterly payments of \$2,500.00 shall be paid each year by September 1st, December 1st,
   March 1st and June 1st.
- 7. District 225 may terminate this Agreement, for any reason or without cause, upon thirty (30) days prior written notice to Sponsor. In the event of termination, District 225 shall provide a pro-rated refund of monies previously received. Upon such termination of this Agreement District 225 shall have the right to remove Sponsor's advertising panel from the scoreboard and dispose of same.
- 8. This Agreement supersedes all prior negotiations, understandings, and agreements between the Parties hereto and constitutes the final and complete understanding of the Parties regarding the subject matter hereof. Both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein.
- This Agreement may not be modified or amended except by a subsequent written instrument evidencing the express consent of each of the Parties hereto and duly executed by both of the Parties hereto.

- The Agreement shall begin upon installation of the panel.
- This Agreement is not assignable in whole or in part by either Party hereto in the absence of express, prior written consent of both Parties hereto.
- 12. Sponsor shall indemnify, defend and hold District 225 and its employees, and Board Members from and against any and all damages, losses, claims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, attorneys' fees and costs by reason of any claim, demand, suit, or judgment arising out of or alleged to have arisen out of or in any way relating to this Agreement, or the advertising and sponsorship which is the subject of this Agreement.
- This Agreement shall be construed and governed solely in accordance with the laws of the State of Illinois.
- 14. In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois. The losing party in any such litigation shall pay to the prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in such litigation.
- 15. Waiver by either Party of any default, breach or provision will not be construed as a waiver of any other default, breach or provision under this Agreement.
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- 18. The individuals signing on behalf of the Parties to this Agreement hereby represent and warrant that they have full and absolute legal authority to execute this Agreement.
- The effective date of this Agreement shall be the later of the execution dates below.

Ву:		Ву:	
	A Duly Authorized Signatory	A Duly Authorized Signatory	
Date:		Date:	

This Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS ("District 225") and Illinois Bone & Joint ("Sponsor"). The term of this Agreement shall be from August 1, 2012\* through July 31, 2017. For and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- District 225 shall provide Sponsor with 2 approximately 2 ft. by 5 ft. advertising panels.
  One panel will be installed on GBS's main athletic field scoreboard and one panel will be
  installed on GBN's main athletic field scoreboard, in locations determined by District
  225.
- Sponsor shall provide District 225 with the design and content of the advertising panel; all advertising panels must be preapproved by District 225. Further, District 225 shall have absolute and unfettered discretion as to the acceptability of the content and design of all advertising panels.
- District 225 shall install and fund the advertising panel, up to the amount negotiated with District 225 vendor at the time of this agreement and continuously display the panel on the scoreboard of the football field for the term of this Agreement.
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   Annual payments of \$10,000.00 shall be paid each year by September 1st.
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- This Agreement may not be modified or amended except by a subsequent written instrument evidencing the express consent of each of the Parties hereto and duly executed by both of the Parties hereto.

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- This Agreement is not assignable in whole or in part by either Party hereto in the absence of express, prior written consent of both Parties hereto.
- 12. Sponsor shall indemnify, defend and hold District 225 and its employees, and Board Members from and against any and all damages, losses, claims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, attorneys' fees and costs by reason of any claim, demand, suit, or judgment arising out of or alleged to have arisen out of or in any way relating to this Agreement, or the advertising and sponsorship which is the subject of this Agreement.
- This Agreement shall be construed and governed solely in accordance with the laws of the State of Illinois.
- 14. In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois. The losing party in any such litigation shall pay to the prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in such litigation.
- 15. Waiver by either Party of any default, breach or provision will not be construed as a waiver of any other default, breach or provision under this Agreement.
- Time is of the essence in the performance of this Agreement.
- 17. If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Agreement, the remainder of this Agreement shall remain in full force and affect and will be construed and enforced as if such provision had not been included herein.
- 18. The individuals signing on behalf of the Parties to this Agreement hereby represent and warrant that they have full and absolute legal authority to execute this Agreement.
- The effective date of this Agreement shall be the later of the execution dates below.

**SPONSOR** 

Ву: А С		Ву:	
	A Duly Authorized Signatory	A Duly Authorized Signat	tory
Date:		Date:	

\*In the event that construction delays sign installation, the date will be adjusted to begin on the first day possible. S:\School District\sd225c\agr\Draft Advertising Sponsorship Agreement 020812.doc

This Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS ("District 225") and Jennings Chevrolet ("Sponsor"). The term of this Agreement shall be from August 1, 2012\* through July 31, 2017. For and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- District 225 shall provide Sponsor with an approximately 2 ft. by 5 ft. advertising panel on GBS's main athletic field scoreboard, in a location determined by District 225.
- Sponsor shall provide District 225 with the design and content of the advertising panel; all advertising panels must be preapproved by District 225. Further, District 225 shall have absolute and unfettered discretion as to the acceptability of the content and design of all advertising panels.
- District 225 shall install and fund the advertising panel, up to the amount negotiated
  with District 225 vendor at the time of this agreement and continuously display the
  panel on the scoreboard of the football field for the term of this Agreement.
- 4. This is a non-exclusive advertising sponsorship agreement. District 225 shall have the absolute right to enter into other similar advertising sponsorship agreements for advertising space on the same scoreboard with other sponsors. Sponsor shall have no rights with respect to the other sponsors or the content of other advertising panels.
- District 225 agrees to maintain the panel in good condition, at its cost, subject to normal wear and tear and weather exposure. In the event the panel is destroyed, District 225 will replace the panel.
- Sponsor shall pay District 225 \$5,000.00 per year for five years, for a total of \$25,000.00.
   Annual payments of \$5,000.00 shall be paid each year by September 1st.
- 7. District 225 may terminate this Agreement, for any reason or without cause, upon thirty (30) days prior written notice to Sponsor. In the event of termination, District 225 shall provide a pro-rated refund of monies previously received. Upon such termination of this Agreement District 225 shall have the right to remove Sponsor's advertising panel from the scoreboard and dispose of same.
- 8. This Agreement supersedes all prior negotiations, understandings, and agreements between the Parties hereto and constitutes the final and complete understanding of the Parties regarding the subject matter hereof. Both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein.
- This Agreement may not be modified or amended except by a subsequent written instrument evidencing the express consent of each of the Parties hereto and duly executed by both of the Parties hereto.

- The Agreement shall begin upon installation of the panel.
- This Agreement is not assignable in whole or in part by either Party hereto in the absence of express, prior written consent of both Parties hereto.
- 12. Sponsor shall indemnify, defend and hold District 225 and its employees, and Board Members from and against any and all damages, losses, claims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, attorneys' fees and costs by reason of any claim, demand, suit, or judgment arising out of or alleged to have arisen out of or in any way relating to this Agreement, or the advertising and sponsorship which is the subject of this Agreement.
- This Agreement shall be construed and governed solely in accordance with the laws of the State of Illinois.
- 14. In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois. The losing party in any such litigation shall pay to the prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in such litigation.
- 15. Waiver by either Party of any default, breach or provision will not be construed as a waiver of any other default, breach or provision under this Agreement.
- Time is of the essence in the performance of this Agreement.
- 17. If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Agreement, the remainder of this Agreement shall remain in full force and affect and will be construed and enforced as if such provision had not been included herein.
- 18. The individuals signing on behalf of the Parties to this Agreement hereby represent and warrant that they have full and absolute legal authority to execute this Agreement.
- The effective date of this Agreement shall be the later of the execution dates below.

Ву: А 1		Ву:	
	A Duly Authorized Signatory	A Duly Authorized Signator	Z.
Date:		Date:	

This Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS ("District 225") and Nicholas and Associates ("Sponsor"). The term of this Agreement shall be from August 1, 2012\* through July 31, 2017. For and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- District 225 shall provide Sponsor with 2 approximately 2 ft. by 5 ft. advertising panels.
  One will be installed on GBS's main athletic field scoreboard, and the other will be
  installed on GBN's main athletic field scoreboard, in locations determined by District
  225.
- Sponsor shall provide District 225 with the design and content of the advertising panel; all advertising panels must be preapproved by District 225. Further, District 225 shall have absolute and unfettered discretion as to the acceptability of the content and design of all advertising panels.
- District 225 shall install and fund the advertising panel, up to the amount negotiated
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   Annual payments of \$10,000.00 shall be paid each year by September 1st.
- 7. District 225 may terminate this Agreement, for any reason or without cause, upon thirty (30) days prior written notice to Sponsor. In the event of termination, District 225 shall provide a pro-rated refund of monies previously received. Upon such termination of this Agreement District 225 shall have the right to remove Sponsor's advertising panel from the scoreboard and dispose of same.
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- The Agreement shall begin upon installation of the panel.
- This Agreement is not assignable in whole or in part by either Party hereto in the absence of express, prior written consent of both Parties hereto.
- 12. Sponsor shall indemnify, defend and hold District 225 and its employees, and Board Members from and against any and all damages, losses, claims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, attorneys' fees and costs by reason of any claim, demand, suit, or judgment arising out of or alleged to have arisen out of or in any way relating to this Agreement, or the advertising and sponsorship which is the subject of this Agreement.
- This Agreement shall be construed and governed solely in accordance with the laws of the State of Illinois.
- 14. In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois. The losing party in any such litigation shall pay to the prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in such litigation.
- 15. Waiver by either Party of any default, breach or provision will not be construed as a waiver of any other default, breach or provision under this Agreement.
- Time is of the essence in the performance of this Agreement.
- 17. If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Agreement, the remainder of this Agreement shall remain in full force and affect and will be construed and enforced as if such provision had not been included herein.
- 18. The individuals signing on behalf of the Parties to this Agreement hereby represent and warrant that they have full and absolute legal authority to execute this Agreement.
- The effective date of this Agreement shall be the later of the execution dates below.

Ву:		Ву:
	A Duly Authorized Signatory	A Duly Authorized Signatory
Date:		Date:

<sup>&#</sup>x27;In the event that construction delays sign installation, the date will be adjusted to begin on the first day possible. S:\School District\sd225c\agr\Draft Advertising Sponsorship Agreement 020812.doc

This Agreement ("Agreement") is made by and between the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, COOK COUNTY, ILLINOIS ("District 225") and Upright MRI of Deerfield, LLC & Digital Infrared Thermography Center ("Sponsor"). The term of this Agreement shall be from August 1, 2012\* through July 31, 2017. For and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- District 225 shall provide Sponsor with 2 approximately 2 ft. by 5 ft. advertising panels.
  One panel will be installed on GBS's main athletic field scoreboard and one panel will be
  installed on GBN's main athletic field scoreboard, in locations determined by District
  225.
- Sponsor shall provide District 225 with the design and content of the advertising panel; all advertising panels must be preapproved by District 225. Further, District 225 shall have absolute and unfettered discretion as to the acceptability of the content and design of all advertising panels.
- District 225 shall install and fund the advertising panel, up to the amount negotiated
  with District 225 vendor at the time of this agreement and continuously display the
  panel on the scoreboard of the football field for the term of this Agreement.
- 4. This is a non-exclusive advertising sponsorship agreement. District 225 shall have the absolute right to enter into other similar advertising sponsorship agreements for advertising space on the same scoreboard with other sponsors. Sponsor shall have no rights with respect to the other sponsors or the content of other advertising panels.
- District 225 agrees to maintain the panel in good condition, at its cost, subject to normal wear and tear and weather exposure. In the event the panel is destroyed, District 225 will replace the panel.
- Sponsor shall pay District 225 \$10,000.00 per year for five years, for a total of \$50,000.00.
   Annual payments of \$10,000.00 shall be paid each year by September 1st.
- 7. District 225 may terminate this Agreement, for any reason or without cause, upon thirty (30) days prior written notice to Sponsor. In the event of termination, District 225 shall provide a pro-rated refund of monies previously received. Upon such termination of this Agreement District 225 shall have the right to remove Sponsor's advertising panel from the scoreboard and dispose of same.
- 8. This Agreement supersedes all prior negotiations, understandings, and agreements between the Parties hereto and constitutes the final and complete understanding of the Parties regarding the subject matter hereof. Both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein.
- This Agreement may not be modified or amended except by a subsequent written instrument evidencing the express consent of each of the Parties hereto and duly executed by both of the Parties hereto.

- The Agreement shall begin upon installation of the panel.
- This Agreement is not assignable in whole or in part by either Party hereto in the absence of express, prior written consent of both Parties hereto.
- 12. Sponsor shall indemnify, defend and hold District 225 and its employees, and Board Members from and against any and all damages, losses, claims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, attorneys' fees and costs by reason of any claim, demand, suit, or judgment arising out of or alleged to have arisen out of or in any way relating to this Agreement, or the advertising and sponsorship which is the subject of this Agreement.
- This Agreement shall be construed and governed solely in accordance with the laws of the State of Illinois.
- 14. In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois. The losing party in any such litigation shall pay to the prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in such litigation.
- 15. Waiver by either Party of any default, breach or provision will not be construed as a waiver of any other default, breach or provision under this Agreement.
- Time is of the essence in the performance of this Agreement.
- 17. If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Agreement, the remainder of this Agreement shall remain in full force and affect and will be construed and enforced as if such provision had not been included herein.
- 18. The individuals signing on behalf of the Parties to this Agreement hereby represent and warrant that they have full and absolute legal authority to execute this Agreement.
- The effective date of this Agreement shall be the later of the execution dates below.

By: A Duly Authorized Signatory		By:
	A Duly Authorized Signatory	A Duly Authorized Signatory
Date:		Date:

<sup>&#</sup>x27;In the event that construction delays sign installation, the date will be adjusted to begin on the first day possible. S:\School District\sd225c\agr\Draft Advertising Sponsorship Agreement 020812.doc

## Glenbrook High School District #225

## BOARD POLICY: CORPORATE SPONSORSHIP

9250

Page 1 of 2 pages

#### Section A - Introduction

A Corporate Sponsorship is an agreement between Glenbrook High School District 225 and an individual, a group, company or community-based organization in which the sponsor provides financial support or in-kind gifts in exchange for donor recognition.

District 225 is sometimes faced with offers from individuals, groups, companies or community-based organizations interested in sponsorship of programs, facilities and other aspects of education. The District welcomes sponsorship opportunities that enhance the ability to deliver educational services to the public as long as the purposes, services and/or products of the sponsor are consistent with this Policy, appropriate to the mission of the District and the District's pedagogical concerns, and the sponsor and the content of the sponsor's proposed sponsorship is neither controversial, discriminatory, disruptive nor is inappropriate within the school environment.

- It is pragmatic to seek outside funding in order to maintain valuable and important programs and facilities, within specific boundaries and with built-in safeguards against misuse of this funding source.
- An individual, a group, company or community-based organization choosing to engage in a corporate sponsorship agreement with District 225 receives such tangible benefits, including increased visibility and good will. At the same time, it may be providing opportunities that further the educational mission of District 225.
- 3. This policy establishes guidelines for entering into Corporate Sponsorship agreements. Corporate Sponsorship agreements are distinct in that while a corporation may enjoy the intangible benefits of name exposure via donor recognition and naming opportunities, no services were received by District 225, its Board members, agents or employees in exchange for the financial or product contribution made to District 225.

#### Section B - Intent

Corporate Sponsorships may be granted, at the sole discretion of the Board of Education. It is the intent of the Board of Education that the opportunity for Corporate Sponsorships be limited to individuals, groups, companies or community-based organizations whose purposes, services and/or products are consistent with this Policy, are neither controversial, discriminatory nor disruptive, and are appropriate to the mission of the District and consistent with the District's pedagogical concerns. It is not the intent of District 225 to create a public forum through Corporate Sponsorships and the commercial advertising attendant thereto.

#### Section C - Purpose

It is the policy of District 225 that:

- Corporate Sponsorship agreements will exist in accordance with criteria and procedures set forth in this policy.
- Corporate Sponsorships must support the mission and policies of District 225.
- 3. In general, the following individuals, groups, companies or community-based organizations are not eligible to enter into Corporate Sponsorships agreements with District 225: any individual, organization, company or community-based organization whose purpose includes advancing or opposing religion or related interests; any individual, organization, company or community-based organization whose purpose includes advancing or opposing a political agenda, interest or candidate; any individual, organization, company or community-based organization whose business is substantially derived from the sale of alcohol, tobacco, firearms or pornography, other products hazardous to one's health, or otherwise inappropriate within the school environment; any individual, organization, company or community-based organization whose purpose or business is contrary to the mission of the District or the District's pedagogical concerns; any individual, organization, company or community-based organization whose proposed sponsorship is controversial or disruptive.
- The Board of Education in its sole discretion, reserves the right to terminate the corporate sponsorship should circumstances warrant such action, consistent with concerns set forth under Section 3, above.

# Section D - Responsibility and Advisory Bodies

- An advisory committee comprised of the superintendent, principals, assistant principals
  for athletics, assistant principals for student activities, and the assistant superintendent for
  business affairs will make recommendations on corporate sponsors to the Board of
  Education. Recommendation includes nature of agreement, placement of recognition and
  terms and conditions.
- The Board of Education, in its sole discretion, shall have the authority to approve and execute any corporate sponsorship agreement.

Approved: July 12, 2010

#### Glenbrook High School District #225

## PROCEDURES FOR IMPLEMENTING BOARD POLICY: CORPORATE SPONSORSHIP 9250

#### Section A

- All recommendations for sponsorships must be submitted by the advisory committee in writing to the Board of Education.
- Recommendations will be presented to the Board of Education as an agenda item unless circumstances warrant further discussion with the proposed sponsor and/or by the advisory committee.
- Upon approval (if granted by the Board in its sole discretion), it will be the responsibility of
  the assistant superintendent for business affairs to track, and ensure compliance by sponsors
  with, all corporate sponsorship agreements.
- The assistant superintendent for business affairs or designee acknowledges all contributions and provides tax exemption information for all donors.
- The Board of Education, in its sole discretion, shall have the authority to approve and execute any corporate sponsorship agreement.
- Fulfillment logistics as pertaining to athletic facilities are coordinated by the athletic directors and principals.

## Section B - Naming Rights

Naming rights agreements, if granted by the Board, shall be valid for a period not to exceed ten (10) years.

Adopted: July 12, 2010