

SPONSORSHIP AGREEMENT

Kimberly Middle School Scoreboard Panel Sponsorship

This Sponsorship Agreement (“Agreement”) is entered into by and between **Kimberly School District**, an Idaho public school district (“District”), and **Elite Restoration Inc. and Petersen Brothers Construction**, entities under common ownership and represented by a single authorized signatory (collectively, “Sponsor”).

RECITALS

WHEREAS, the District issued a Request for Proposals (“RFP”) for sponsorship of advertising panels associated with the Kimberly Middle School scoreboard; and

WHEREAS, Sponsor submitted a proposal, offering a total sponsorship commitment of Seventeen Thousand Five Hundred Dollars (\$17,500); and

WHEREAS, the Kimberly School District Board of Trustees approved Sponsor’s proposal and authorized execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant of Sponsorship Rights

The District grants Sponsor the right to one (2) advertising panels on or adjacent to the Kimberly Middle School scoreboards in accordance with the RFP and Sponsor’s approved proposal.

Sponsorship rights shall remain in effect for the operational life of the scoreboard, subject to full payment and compliance with this Agreement.

2. Term

This Agreement shall become effective upon Board approval and execution by both parties.

The term shall continue for the operational life of the scoreboard unless terminated in accordance with this Agreement.

For purposes of this Agreement, “operational life of the scoreboard” means the period during which the scoreboard remains installed and in active use at Kimberly Middle School.

3. Sponsorship Amount and Payment Terms

Total Sponsorship Commitment: **\$17,500**

Sponsor agrees to pay the total amount in five (5) annual installments of \$3,500 according to the following schedule:

- April 1, 2026
- April 1, 2027
- April 1, 2028
- April 1, 2029
- April 1, 2030

Payments shall be made payable to:

Kimberly School District
141 Center Street West
Kimberly, Idaho 83341

or to such location as the District may designate in writing.

4. Lifetime Sponsorship Condition

Upon receipt of all five payments in full and on time, Sponsor shall retain advertising rights for the operational life of the scoreboard.

If any payment is not received within thirty (30) days of its due date, the District may, at its sole discretion:

- Declare the Sponsor in default,
- Terminate this Agreement, and
- Remove the advertising panel without further obligation.

No partial payment shall entitle Sponsor to prorated lifetime rights.

5. Business Continuity

If Sponsor:

- Ceases business operations,
- Files for bankruptcy or insolvency,
- Dissolves, merges, or materially restructures without District consent, or
- Is no longer actively conducting business,

the District may terminate this Agreement and remove the sponsorship panel without refund of prior payments.

6. Design and Compliance

All advertising content must comply with:

- District policies
- Idaho state law
- The standards outlined in the RFP

The District retains final approval authority over all advertising design, content, and messaging. The District may require modifications to ensure alignment with educational values and community standards.

7. Production and Installation

Unless otherwise agreed in writing:

- Installation must be coordinated with the District and the scoreboard manufacturer.
- All materials must meet manufacturer specifications and safety standards.

8. Termination

The District may terminate this Agreement for:

- (a) Failure to make required payments;
- (b) Violation of District policy or applicable law;
- (c) Sponsor no longer being in business;
- (d) Material breach of this Agreement; or
- (e) Conduct that materially damages the reputation or interests of the District.

Upon termination, the District may remove the advertising panel at Sponsor's expense.

9. No Assignment

Sponsor may not assign, transfer, or delegate its rights or obligations under this Agreement without prior written consent of the District.

10. Entire Agreement

This Agreement, together with the RFP and the approved proposal, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or understandings.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Venue shall lie in Twin Falls County, Idaho.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the dates written below.

KIMBERLY SCHOOL DISTRICT

Superintendent

Date: _____

SPONSOR

(Elite Restoration Inc. and Petersen Brothers Construction)

Authorized Representative

Date: _____