



ROANE COUNTY SCHOOLS

813 CAPITOL STREET
SPENCER, WEST VIRGINIA 25276
(304) 927-6400
<http://roanecountyschools.com>

RICHARD D. DUNCAN, Ph.D.
SUPERINTENDENT

JEFFREY MACE
PRESIDENT, ROANE COUNTY
BOARD OF EDUCATION

SCHOOL FACILITY SPONSORSHIP AGREEMENT FOR NAMING PRIVILEGES

This School Facility Sponsorship Agreement for Naming Privileges ("Agreement") is entered into this 15th day of November, 20 18 between the Roane County Board of Education ("Board"), located at 813 Capitol Street, Spencer, WV 25276, and Spencer Handimart, LLC ("Sponsor") located at 929 Charleston Road, Spencer, WV 25276.

- Purpose.** The parties enter into this Agreement for the purpose of the generation of revenue for the Board Education as consideration for an advertising opportunity for the Sponsor. The generated revenue will be dedicated into a fund to be used for long-term maintenance and upgrades or improvements to the athletic field bordered by Capitol Street, Virginia Street, and Madison Avenue in Spencer, WV ("Field").
- Facility.** The parties agree that the Field shall be referred to as the Handimart Field ("Name") during the term of this Agreement. The Name shall be displayed on the Field as determined, in its sole discretion, by the Board. The size, location, and design of any signage shall be approved by the Board before being affixed to any part of the Field. The Field shall be referred to in publications and communications by the Board and officials of Roane County Schools by the Name during the term of this Agreement.
- Term.** This Agreement shall have a term of one year, commence on December 4, 20 18, and shall annually self-renew for up to five years total unless further extended in writing by the parties upon approval by the Board. This Agreement may be terminated, with or without cause, only by the Board. If terminated by the Board, the Board shall refund the pro rata portion of the total payment amount in paragraph 5 for the remaining balance of the term of this Agreement.
- Payment.** On or before December 4, 20 18, the Sponsor shall remit an initial payment of \$2,000 to the Board for the first 2 years of the Agreement. Subsequent payments of \$1,000 per year for the following 3 years shall be remitted annually on the 1st day of July each year. These shall be remitted in the form of a check payable to "Roane County Board of Education" and deliver to the Superintendent of Schools. Failure of Sponsor to timely remit the payments provided in this paragraph shall render this Agreement void without further action of the parties.
- Notice.** Written notice to either party under this Agreement shall be submitted to the following:

To the Board:

Roane County Board of Education
813 Capitol Street

To the Sponsor:

Spencer Handimart LLC
929 Charleston Road

Spencer, WV 25276

Spencer, WV 25276

The signatures below indicate approval of this Agreement:

Superintendent, Roane County Board of Education

Amy Childress
For Sponsor

Amy Childress
(Print name signed above)

Agreement Addendum

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit Court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

Local Education Agency: _____

Signed: _____

Title: _____

Date: _____

Revised 07-12

VENDOR:

Company Name: _____

Signed: _____

Title: _____

Date: _____

Spencer Handimant LLC
Amy Childress
Management
12/4/2018