



***Mukwonago Area
School District***

SPONSORSHIP GUIDE

PURPOSE

The purpose of this guide is to provide information regarding the sponsorship opportunities within the Mukwonago Area School District and the process by which those opportunities can be taken advantage of by interested parties. These sponsorship opportunities are a way for businesses to gain exposure in the community, for individuals to dedicate a specific facility that holds a special place for them, or even for an organization to assist the district in achieving its academic goals. There are many varied and valuable opportunities contained within this guide; however, these are not the only opportunities available. If you have a sponsorship idea outside of those contained within this guide, please feel free to complete the enclosed application and make a proposal of your own.

CONTENTS

Within this guide, you will find the following sections:

- Board Policy 7230 – Gifts, Grants, and Bequests
- Board Policy 7250 – Commemoration of School Facilities
- Board Policy 9700.01 – Advertising and Commercial Activities
- Process
- Sponsorship Advisory Committee
- Sponsorship Opportunities: Academic
- Sponsorship Opportunities: Athletics
- Sponsorship Opportunities: The Arts
- Sponsorship Opportunities: Other
- Application
- Sample Agreement

Please note that the fees listed for each item are suggestions only and may be modified by the applicant. Also, please note that not all opportunities are listed within this guide. Applicants are encouraged to create alternate sponsorships as well.

CONTACT

For more information, or if you have questions regarding sponsorships in the Mukwonago Area School District, please contact:

Thomas Karthausser
Director of Business Services
385 E. Veterans Way
Mukwonago, WI 53149
Phone: 262.363.6300 ext. 24102
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BOARD POLICY 7230 – GIFTS, GRANTS, AND BEQUESTS

The School Board is appreciative of public interest in, and good will toward, the schools manifested through gifts, grants, and bequests. The Board reserves the right, however, to specify the manner in which gifts are made; to define the type of gift, grant, or bequest which it considers appropriate; and to reject those which it deems inappropriate or unsuitable. If accepted, the Board will attempt to carry out the wishes of the donor.

The Board shall not discriminate in the acceptance and administration of gifts, grants, and bequests on the basis of sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, or physical, mental, emotional, or learning disability. Complaints of discrimination in the acceptance or administration of gifts, grants, or bequests are governed by the complaint procedure outlined in AG 2260B.

All gifts, grants, or bequests having a value of more than \$250 that are accepted will be acknowledged by the Board at a Board meeting. The District Administrator may accept for the Board gifts of lesser value on the Board's behalf.

The Board shall provide written acknowledgement to the donor of any accepted cash donation of \$250 or more and any non-cash donation the value of which is \$250 or more. Such acknowledgement shall include the amount of cash, or a description of any non-cash donation, along with a good faith estimate of the value of such non-cash donation.

The Board shall provide any donor with appropriate tax forms in compliance with the requirements of the Internal Revenue Code.

Gifts, grants, and bequests shall become the property of the Board and will be subject to use by the District as determined by the policies and administrative guidelines applying to all properties, equipment, materials, and funds owned by the Board, subject to the Board's effort to comply with any specific wishes of the donor.

Any equipment purchased by a parent organization for use in the school, on District property, or at a District-related event shall be submitted to the Board, prior to purchase, so it can determine if the District would incur any liability by its use.

The Board reserves the right to refuse to accept such liability and thus prohibit the use of the equipment by students or District employees during any District-sponsored activity or on any property owned, leased, or used by the District.

BOARD POLICY 7250 – COMMEMORATION OF SCHOOL FACILITIES

From time-to-time, the School Board may wish to commemorate a school or District facility by means of a plaque or by naming the facility after a person. Such commemoration should be reserved only for those individuals who have made a significant contribution to the enhancement of education generally, or to the District in particular, or to the well-being of the District, community, state, or nation.

The following criteria will apply when considering naming a school after, or dedicating a facility to, an individual:

- A. the name should be easily identifiable with the school or facility;

- B. candidates will be of exemplary moral character and have made an outstanding contribution to the local schools, community, state, or nation.

This policy also applies to the naming of any part of a facility. All naming of school property requires approval of the Board.

BOARD POLICY 9700.01 – ADVERTISING AND COMMERCIAL ACTIVITIES

ADOPTED 5/23/2016

This policy provides guidance for the appropriate and inappropriate use of advertising or promotion of commercial products or services to the students and parents in the school.

"Advertising" comes in many different categories and forums and is defined as an oral, written, or graphic statement made by the producer, manufacturer, or seller of products, equipment, or services which calls for the public's attention to promote a desire to buy, use or patronize the product, equipment, or services. This includes the visible promotion of product logos for other than identification purposes. Brand names, trademarks, logos, or tags for product or service identification purposes are not considered advertising.

It is the policy of the School Board that paid commercial advertising shall not be permitted in School District facilities or on School District property, and that the District's name, students, staff members and District facilities shall not be used for any non-school organization or activity.

It is further the policy of the Board that its name, students, staff members and District facilities shall not be used for any commercial advertising or otherwise promoting the interests of any commercial, political, nonprofit, or other non-school agency or organization, public or private, without the approval of the Board or its designee.

Any commercial advertising shall be structured in accordance with the General Advertising Guidelines set forth below.

General Advertising Guidelines

The following guidelines shall be followed with respect to any form of advertising on school grounds:

- A. When working together, schools and businesses must protect educational values. All commercial or corporate involvement should be consistent with the District's educational standards and goals.
- B. Any advertising that might become a permanent or semi-permanent part of a school requires prior approval of the Board.
- C. The Board reserves the right to consider requests for advertising in the schools on a case-by-case basis.
- D. No advertisement shall promote or contain references to alcohol, tobacco, drugs, drug paraphernalia, weapons, or lewd, vulgar, obscene, pornographic or illegal materials or activities, gambling, violence,

hatred, sexual conduct or sexually explicit material, X- or R-rated movies, or gambling aids.

- E. No advertisement shall be permitted that conveys the impression of the School District's endorsement of any religious message, political candidate, or ballot initiative.
- F. No advertisement may contain libelous material.
- G. No advertisement will be approved which would tend to create a substantial disruption in the school environment or inhibit the functioning of any school.
- H. Each advertisement must be reviewed in advance for age appropriateness.
- I. Advertisements may be rejected by the School District if determined to be inconsistent with the educational objectives of the School District, inappropriate, or inconsistent with the guidelines set forth in this policy.
- J. All corporate support or activity must be must be age-appropriate and consistent with the Board's policies prohibiting discrimination on the basis of race, color, national origin, religion, sex, disability, or age.
- K. Students shall not be required to advertise a product, service, company, or industry.
- L. The Superintendent may require that samples of advertising be made available for inspection.
- M. The inclusion of advertisements in School District publications, in School District facilities, or on School District property does not constitute or imply approval and/or endorsement of any product, service, organization, or activity.
- N. Final discretion regarding whether to advertise and the content and value of the materials will be with the Board.

PROCESS

1. Applicant shall choose a package he/she feels meets his/her need, or he/she may make a proposal for a sponsorship that better suits his/her desires. The funds associated with the package may be designated by the applicant as “Reserved” or “Unreserved” as follows:
 - a. Reserved – Applicant desires that the funds from the sponsorship be used only for the program or facility associated with the sponsorship (i.e. Funds from a sponsorship on a softball scoreboard would be used to benefit the softball facility and scoreboard maintenance).
 - b. Unreserved – Applicant has no desire to designate how the funds from the sponsorship be used. These funds would then be distributed for projects or programs throughout the district via an application process from the site or program that desires to use the funds (i.e. “School X” would like new playground equipment, so they would submit an application to use some of the unreserved funds for that purpose).
2. The applicant shall complete the application form and submit it to the Director of Business Services. A copy of the advertisement, logo, or sample marketing materials must be submitted along with the application by either June 1 or December 1 to be considered.
3. The sponsor shall meet with the Director of Business Services and other pertinent District staff prior to the Sponsorship Advisory Committee meeting to gain a better understanding of the sponsor’s proposal and intentions prior to presentation to the Committee.
4. The Sponsorship Advisory Committee will meet twice per year in June and December to approve or deny the application and attached materials. Additional Advisory Committee meetings can be called for as needed by the Director of Business Services. Agreements totaling more than \$20,000 will be forwarded to the Board of Education for approval upon the recommendation of the Advisory Committee. Should the Advisory Committee be unable to render a decision, or if unique considerations exist, the District Administrator shall be consulted for his/her opinion as to how the application shall be handled. Should multiple applicants select the same sponsorship, the Committee may consider the applications on a first come, first served basis if all other factors are equal.
5. Once the application has been reviewed and accepted, the applicant will be contacted to execute the agreement, to pay all deposits or fees due, and to provide any other materials or information that may be needed by the District to implement the sponsorship.
6. Once the agreement has been executed and all fees have been received, the District will begin the process of implementing the agreed upon sponsorship.

ADVISORY COMMITTEE MEMBERSHIP

The following is a list of the members of the Sponsorship Advisory Committee based on the various types of applications received. (Please note that those designated with a * are permanent positions on the committee)

MEMBER	ACADEMIC	ATHLETICS	THE ARTS	OTHER
Director of Business Services, Chair*	✓	✓	✓	✓
Board of Education Members (2)*	✓	✓	✓	✓
Chamber of Commerce Member*	✓	✓	✓	✓
District Staff Member (At Large)*	✓	✓	✓	✓
Building Administrator (of applicable building)	✓	✓	✓	✓
Director of Curriculum & Instruction	✓		✓	
Athletic Director		✓		
Others (as applicable – may include advisors, staff members, booster club members, etc.)	✓	✓	✓	✓



***Mukwonago Area
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SPONSORSHIP OPPORTUNITIES

ACADEMIC

CLASSROOM

Fee: \$2,000

- Classroom named after the sponsor (i.e. John Q. Public Memorial Classroom)
- Sponsor identifies building and classroom
- Plaque/Signage outside classroom indicating the sponsor
- Five (5) Year agreement

LIBRARY/MEDIA CENTER

Fee: \$5,000

- Library named after the sponsor (i.e. Dwight Foster Library)
- Sponsor selects building
- Plaque/Signage outside the library indicating the sponsor
- Ten (10) Year agreement

COMPUTER SCIENCE LAB

Fee: \$30,000 (actual cost of devices)

- Venue named after sponsor (i.e. The John Q. Public Digital Domain)
- Fee covers the cost of purchasing a classroom set (25) of desktop or laptop computers and peripherals
- Plaque/Signage outside the lab indicating the sponsor
- Four (4) Year agreement

TECHNOLOGY INTEGRATION PACKAGE

Fee: Varies based on selected technology

- Plaque on the wall in the classroom of sponsor-selected building
- Fee covers the cost of purchasing classroom-designated/specific technology devices that support technology integrated instruction
- Devices purchased are jointly selected by sponsor, teacher, and/or building administration
- Agreement spans life of the device(s)

APPLE IPAD CLASSROOM

Fee: Approx. \$12,500 (actual cost of devices)

- Devices labeled with name of sponsor
- Fee covers the cost of purchasing a classroom set (25) of iPads
- Sponsor identifies building and/or classroom
- Agreement spans life of the device(s)

MOBILE INSTRUCTIONAL COMPUTER LAB

Fee: Approx. \$15,000 (actual cost of devices)

- Devices labeled with name of sponsor
- Fee covers the cost of purchasing a classroom set (30) of laptop computers that can be used in a variety of classrooms
- Sponsor identifies building
- Agreement spans life of the device(s)

HIGH SCHOOL “POD”

Fee: \$12,500

- Pod (8-10 classrooms in a pod) named after the sponsor
- Plaque/Signage indicating the sponsor throughout the area
- Ten (10) Year agreement

HIGH SCHOOL “WING”

Fee: \$18,000

- Wing (up to 15 classrooms in a wing) named after the sponsor
- Plaque/signage indicating the sponsor throughout the area
- Ten (10) Year agreement



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SPONSORSHIP OPPORTUNITIES

ATHLETIC

FOOTBALL STADIUM NAMING RIGHTS

Fee: \$250,000

- Venue named after the sponsor (i.e. Rogers Family Stadium)
- Thirty (30) Year agreement with permanent signage installed at main entrance to stadium
- Sponsor logo and name signage on scoreboards facing crowds
- Advertising copy in appropriate programs using this venue: Sizes range from quarter-page to full-page – all B/W unless sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level
- Public address announcements at all district events using this venue
- Designation as official sponsor of football program for the Mukwonago Area School District
- 10 tickets/passes per district game for sponsor representatives
- Hospitality opportunities – category specific: Any food or giveaways are at the additional expense of the sponsor and must be approved by the Athletic Director

HIGH SCHOOL GYMNASIUM NAMING RIGHTS

Fee: \$500,000

- Venue named after the sponsor (i.e. US Bank Gymnasium)
- Thirty (30) year agreement with permanent signage; permanent signage can be incorporated with new construction
- Sponsor logo and name signage on scoreboards facing crowds
- Advertising copy in appropriate programs using this venue: Sizes range from quarter-page to full-page – all B/W unless sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level
- Public address announcements at all district events using this venue
- Designation as official sponsor of basketball/volleyball/etc. program for the Mukwonago Area School District
- 10 tickets/passes per district game/match for sponsor representatives
- Hospitality Opportunities – Category specific: Any food or giveaways are at the additional expense of the sponsor and must be approved by the Athletic Director.

FOOTBALL STADIUM PRESS BOX NAMING RIGHTS

Fee: \$250,000

- Venue named after the sponsor (i.e. Jane Q. Public Press Box)
- Thirty (30) year agreement with permanent signage
- Sponsor logo and name signage on scoreboards facing crowds
- Advertising copy in appropriate programs using this venue: Sizes range from quarter-page to full-page – all B/W unless sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level
- Public address announcements at all district events using this venue
- Designation as official sponsor of football program for the Mukwonago Area School District
- 10 tickets/passes per district game for sponsor representatives
- Hospitality Opportunities – Category specific: Any food or giveaways are at the additional expense of the sponsor and must be approved by the Athletic Director

HIGH SCHOOL GYMNASIUM SCOREBOARD – MAIN COURTS

Fee: \$15,000

- Scoreboard named after the sponsor
- Sponsor logo signage on scoreboard and within facility
- Five (5) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name

HIGH SCHOOL NORTH GYMNASIUM

Fee: \$25,000

- Venue named after the sponsor (i.e. John Q. Public Gymnasium)
- Sponsor logo signage on facility
- Seven (7) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name

HIGH SCHOOL GYMNASIUM SCOREBOARD – SIDE COURTS

Fee: \$12,000

- Sponsor logo signage on scoreboard
- Five (5) Year agreement

HIGH SCHOOL GYMNASIUM – WALL ADVERTISEMENT

Fee: \$10,000

- Sponsor logo signage within facility
- Five (5) Year agreement

HIGH SCHOOL GYMNASIUM – WALL ADVERTISEMENT IN NORTH GYM

Fee: \$5,000

- Sponsor logo signage on facility
- Five (5) Year agreement

HIGH SCHOOL WEIGHT ROOM

Fee: \$15,000

- Venue named after the sponsor (i.e. John Q. Public Weight Room)
- Sponsor logo signage on facility
- Ten (10) Year agreement

MIDDLE SCHOOL GYMNASIUM

Fee: \$10,000

- Venue named after the sponsor
- Sponsor logo signage on facility
- Ten (10) Year agreement

ELEMENTARY GYMNASIUM

Fee: \$7,500

- Venue named after the sponsor
- Sponsor logo signage on facility
- Ten (10) Year agreement

STADIUM WINDSCREEN SPONSORSHIP

Fee: \$7,500 Each

- Company name or approved product name screen printed on the windscreen that will be placed along the interior fencing of the venue
- Three (3) year agreement with first right of refusal at renewal time
- Public address announcements at all district events using this venue

GIVEAWAY SPONSOR – FOUR (4) AVAILABLE

Fee: \$9,000/year or \$3,000/sport season

- Name on item or product for giveaway (t-shirts, footballs, basketballs, volleyballs, bobble-heads etc.) at four (4) events per sport season
- Item or product thrown out to a certain number of fans at each district event
- Name or company listed in district event program
- Radio and public broadcast hyping the event, and announcing the company as “ The sponsor of tonight’s event”



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SPONSORSHIP OPPORTUNITIES

THE ARTS

HIGH SCHOOL PERFORMING ARTS CENTER NAMING RIGHTS

Fee: \$750,000

- Venue named after the sponsor (i.e. AMC Performing Arts Center)
- Thirty (30) Year agreement with permanent signage installed on the exterior of the PAC
- Advertising copy in appropriate programs using this venue: Sizes range from quarter-page to full-page – all B/W unless sponsor wishes to pay cost difference for color print; size dependent upon sponsorship level
- Public address announcements at all district events using this venue
- Designation as official sponsor of theatre program for the Mukwonago Area School District
- 10 tickets/passes per district event for sponsor representatives
- Hospitality Opportunities – Category specific: Any food or giveaways are at the additional expense of the sponsor and must be approved by the High School Principal

(BACKSTAGE) GREEN ROOM NAMING RIGHTS

Fee: \$2,500

- Venue named after sponsor (i.e. Jane Q. Public Green Room)
- Sponsor logo and/or acknowledgement signage on green room wall.
- 4 reserved premium seats to district events in the High School Auditorium
- Inclusion of sponsor name and logo in programs of plays and musicals
- License is for three years

(BACKSTAGE) SCENE SHOP NAMING RIGHTS

Fee: \$1,500

- Venue named after sponsor (i.e. Acme, Inc. Scene Shop)
- Sponsor logo and/or acknowledgement signage on scene shop wall.
- 4 reserved premium seats to district events in the High School Auditorium
- Inclusion of sponsor name and logo in programs of plays and musicals
- License is for three years

PERSONAL SEAT LICENSE

Fee: \$500/seat

- Reserved premium seat to district events in the High School Auditorium
- Single seat admission included
- License is for one year



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SPONSORSHIP OPPORTUNITIES OTHER

COMMONS

Fee: \$15,000

- Venue named after the sponsor (i.e. Joe Q. Public Memorial Commons)
- Seven (7) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name

PLAYGROUND

Fee: \$10,000

- Venue named after the sponsor
- Seven (7) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name

CONFERENCE ROOM

Fee: \$2,500

- Venue named after the sponsor
- Seven (7) Year agreement
- Any announcements regarding an event at the venue would utilize sponsor's name

SPONSORSHIP APPLICATION FORM

PLEASE CHECK ONE: ACADEMIC ATHLETICS THE ARTS OTHER

ORGANIZATION OR INDIVIDUAL'S NAME	AUTHORIZED CONTACT	TELEPHONE	FAX
STREET ADDRESS	EMAIL	OTHER CONTACT INFO	
CITY, STATE, ZIP	FEDERAL TAX ID NUMBER	NUMBER OF YEARS IN BUSINESS	
TYPE OF ORGANIZATION (CHECK ONE): <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> TRUST			
BANKING REFERENCE	CONTACT PERSON	PHONE NUMBER	
SUPPLIER/VENDOR REFERENCE	CONTACT PERSON	PHONE NUMBER	
PLEASE LIST/DESCRIBE THE SPONSORSHIP OPPORTUNITY YOU ARE APPLYING FOR (ATTACH ADDITIONAL PAGES IF NEEDED)			
PLEASE LIST/DESCRIBE THE MEDIA ATTACHED TO THIS FORM AND HOW IT IS INTENDED TO BE USED IN THE SPONSORSHIP OPPORTUNITY (ATTACH ADDITIONAL PAGES IF NEEDED)			
PLEASE LIST HERE IF THE FUNDS ASSOCIATED WITH THE SPONSORSHIP ARE TO BE RESERVED FOR A SPECIFIC PURPOSE OR PROGRAM. IF THEY ARE NOT RESERVED HERE THEY WILL BE CONSIDERED UNRESERVED AND SHALL THEN BE ACCESSIBLE FOR USE BY THE DISTRICT AS OUTLINED IN ITEM 1(B) IN THE PROCESS SECTION OF THE SPONSORSHIP GUIDE (ATTACH ADDITIONAL PAGES IF NEEDED)			

PLEASE ANSWER THE FOLLOWING QUESTIONS BY INITIALING NEXT TO "YES" OR "NO":

1. HAVE YOU FULLY READ AND UNDERSTAND THE SCHOOL DISTRICT'S SPONSORSHIP POLICY?	YES ___	NO ___
2. ARE YOU THE AUTHORIZED PARTY PERMITTED TO ENTER INTO A LEGAL BINDING FINANCIAL AGREEMENT?	YES ___	NO ___
3. DOES YOUR COMPANY OR PRODUCT(S) MEET ALL SCHOOL DISTRICT ADVERTISING QUALIFICATIONS AND ARE THEY FREE FROM ANY DISCRIMINATING CONTENT?	YES ___	NO ___
4. HAVE YOU PROVIDED A SAMPLE COPY OF THE LOGO OR MEDIA TO BE ADVERTISED WITH AN APPROVED APPLICATION?	YES ___	NO ___
5. DO YOU FULLY AGREE THAT THIS SPONSORSHIP PROGRAM DOES NOT CONSTITUTE AN ENDORSEMENT OF YOUR BUSINESS, PRODUCTS, OR VIEWS OF THE APPLICANT?	YES ___	NO ___
6. DO YOU AGREE AND UNDERSTAND THAT YOU MAY NOT USE THE MUKWONAGO AREA SCHOOL DISTRICT, DISTRICT BUILDINGS OR GROUNDS, OR DISTRICT EMPLOYEES TO ADVERTISE OR ENDORSE THE PRODUCTS AT ANY TIME OTHER THAN THE LOCATIONS APPLIED FOR IN THIS APPLICATION, AND THAT FAILURE TO DO SO IS GROUNDS FOR IMMEDIATE TERMINATION OF THE SPONSORSHIP AND YOU AGREE TO WAIVING ALL RIGHTS AND FINANCIAL COMPENSATION FOR FAILURE TO COMPLY?	YES ___	NO ___

AUTHORIZED REPRESENTATIVE SIGNATURE: _____ DATE: _____

THANK YOU FOR SUPPORTING THE MUKWONAGO AREA SCHOOL DISTRICT!!

FOR OFFICE USE ONLY

RECEIVED BY: _____	DATE: _____	PAYMENTS RECEIVED: _____
DATE REVIEWED BY ADVISORY COMMITTEE: _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		
NOTES REGARDING DECISION OF ADVISORY COMMITTEE (IF ANY):		
AUTHORIZED CONTACT NOTIFIED OF DECISION BY: _____ DATE: _____ TIME: _____		

SPONSORSHIP AGREEMENT

(TEMPLATE ONLY: Items in Italics would change based on sponsor and sponsorship)

THIS AGREEMENT, is made on this ____ day of _____, 20____, by and between _____ (hereinafter the "Sponsor") and the Mukwonago Area School District, a political subdivision of the State of Wisconsin (hereinafter the "School District").

THE PARTIES AGREE AS FOLLOWS:

I. Objective of the Agreement

The Sponsor has expressed its desire to sponsor _____. The sponsorship shall be operated and shown in accordance with this agreement and the School District policies, procedures and guidelines. In consideration for said sponsorship, Sponsor shall pay School District the sum of \$_____, in accordance with Section II(a) herein.

II. Performance, Role, and Responsibility of the Sponsor

a. Fee Arrangement – Sponsor shall pay School District in accordance with the following schedule:

<u>Date Due</u>	<u>Amount</u>
Upon Signing of Agreement	\$_____
September 1, 20____	Cost of Signage
June 1, 20____	\$_____
June 1, 20____	\$_____
June 1, 20____	\$_____
June 1, 20____	\$_____

b. Sponsor shall prepare and provide to School District all necessary media to execute this Agreement at no cost to the School District. All media is subject to review and approval of the School District in accordance with the terms of this agreement and related policies, procedures and guidelines. Sponsor shall directly pay for, or reimburse the School District for the cost of the signage necessary to execute this Agreement in addition to the overall sponsorship amount.

c. Sponsor understands and agrees that Board of Education Policies 7230, 7250, and 9700.01 and all rules and regulations contained therein are incorporated herein by this reference and shall be a part of this agreement and must be complied with by Sponsor.

III. Performance, Role, and Responsibility of the School District

In consideration of the payment of the sponsorship fee, School District shall provide the following:

- a. *Venue named after the Sponsor as _____.*
- b. *Sponsor logo/signage on scoreboards.*
- c. *Opportunity to advertise in district event programs.*
- d. *Public address announcements at all School District events using above listed venue.*
- e. *Designation as official sponsor of _____ program for Mukwonago Area School District.*
- f. *Tickets/passes as determined per School District event for Sponsor representatives.*
- g. *Hospitality Opportunities – Category specific: Any food or giveaways are at the additional expense of the Sponsor and must have prior approval of the Athletic Director or Building Administrator.*

IV. Term

The term of this Agreement shall be from _____, 20____ through _____, 20____. However, the parties reserve the right to cancel this Agreement, with or without reason or cause, on thirty (30) days written notice to the other party. Should this agreement be terminated without cause, the School District shall return to Sponsor a prorated amount of the sponsorship fee paid by Sponsor.

V. Indemnifications

Sponsor hereby agrees to hold harmless, defend and indemnify the School District, its officers, agents, and employees from and against any and all claims, liability, demands, causes of action, damages, costs, and attorney fees arising from this Agreement, and to the delivery of sponsorship hereunder, except to the extent that any such claim or demand arises from or is caused by the negligence or willful misconduct of the District, its agents, or employees.

VI. Non-Endorsement/No Agency

Sponsor agrees that all written material and items in connection with this Agreement does not imply that Sponsor is endorsed by the School District or any of its agents or employees and will not communicate that the School District is endorsing Sponsor or its products or services in any way. Sponsor further agrees that it has no right to act on behalf of School District in any way as a result of entering into this agreement.

VII. Miscellaneous

- a. Modifications. Except as may otherwise be expressly stated in this Agreement, all modifications to this Agreement shall be in writing and signed by both parties.
- b. Waiver. The waiver of any term, provision or condition of this Agreement by either party shall not be construed to be a waiver of any other term, provision or condition.
- c. Assignability. Neither party's rights nor obligations under this Agreement may be transferred, conveyed or assigned without the express prior written consent of the other party.
- d. Severability. In the event that any portion of this Agreement is held to be contrary to the law or otherwise unenforceable, it shall be severed from the remaining provisions of this Agreement which shall continue to remain in full force and effect.
- e. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin with regard to formation, construction, and performance.
- f. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by mail to the home office of the Sponsor or the School District, as appropriate.
- g. District Influence. Sponsor shall not have any right or expectation of right to control or influence any district operations or decisions as a result of this agreement.
- h. "Make Good Activity". If any of the recognition activities identified in Section III hereof do not occur as contemplated due to unforeseen circumstances beyond the control of the School District, the parties may mutually agree upon a "make good activity" to compensate for the non-occurrence of the scheduled activity. Any such "make good activity" must be scheduled to occur during the term hereof.
- i. Complete Agreement. This agreement is the complete agreement between the parties hereto. This agreement supersedes any and all prior agreements, discussions or other communications of any kind.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement:

SPONSOR

By: _____
Authorized Representative

Printed Name: _____

Title: _____

Date (mm/dd/yyyy): _____

MUKWONAGO AREA SCHOOL DISTRICT

By: _____
Shawn McNulty, District Administrator

Date (mm/dd/yyyy): _____