



**HIGH LEVEL
PROMOTIONS**

Naming Rights, Sponsorships, and Marketing Agreement

**Professional Services Agreement and Exhibit A
PREPARED BY**

Kevin Birkla

325-307-8664

High Level Promotions

Co-Founder

Kevin@highlevelpromotions.com

- **Professional Services Agreement:** Pages 2-7
- **Exhibit A:** Pages 8-17
- **Exhibit B:** Page 18
- **Exhibit C:** Page 19
- **Signature/Approval:** Page 20

NAMING RIGHTS AND SPONSORSHIPS PROFESSIONAL SERVICES AGREEMENT

This Agreement for professional services (“Agreement”) is made effective as of, _____,
by

by and between Sweetwater ISD Independent School District (referred to herein as “Sweetwater ISD”), a public school district located in the state of Texas, and High Level Promotions. (referred to herein as “HLP”), a Texas limited liability company.

RECITALS

- HLP has extensive experience and knowledge concerning corporate partnership sales and marketing, regarding a variety of sports and entertainment facilities, events, and other properties.
- Sweetwater ISD desires to engage HLP to provide certain professional services as set forth herein associated with marketing sponsorship representation, services, and advice regarding sponsorships, and other marketing platforms with respect to Sweetwater ISD, with specific emphasis on securing “major sponsorships.”

NOW THEREFORE, in consideration for the mutual covenants that are in this Agreement and referenced in **EXHIBIT A, EXHIBIT B, and EXHIBIT C** the parties hereby agree as follows:

1. RELATIONSHIP OF PARTIES

HLP is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to HLP, its business affairs, and its performance of its duties under or pursuant to this Agreement. The relationship of HLP to Sweetwater ISD created by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency, or other relationship between the parties or to make Sweetwater ISD liable for the activities, debts or obligations of HLP.

2. SCOPE OF SERVICES, TERM & COMPENSATION

Sweetwater ISD hereby engages HLP, and HLP shall provide the services outlined in EXHIBIT A (Naming Rights, Sponsorships & Consultancy Management) for the benefit of Sweetwater ISD during the term of this Agreement. The term of this Agreement and compensation provided to HLP by Sweetwater ISD will be that which was outlined and mutually agreed upon in EXHIBIT A. HLP will pay and be responsible for payment of any applicable taxes related to the services provided.

3. REQUIREMENTS

Without in any way limiting any other term or provision of this Agreement or any obligation of HLP hereunder, HLP shall:

- 3.1 Adhere to all laws, Sweetwater ISD policies, rules, and regulations applicable to the services to be provided by HLP pursuant to this Agreement.

3.2 Have no right or power to enter any agreement in the name of or on behalf of Sweetwater ISD, or to otherwise obligate Sweetwater ISD in any manner, without the prior written consent and approval of Sweetwater ISD, in its sole discretion.

4. INDEMNIFICATION

HLP shall indemnify, defend, and forever save and hold harmless Sweetwater ISD, its principals, shareholders, managers, members, partners, officers, trustees, directors, contractors, agents, and employees (sometimes collectively referred to herein as the "Sweetwater ISD Indemnitees" and individually as "Sweetwater ISD Indemnatee"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees, and costs), obligations, liens, liabilities, actions, and causes of action, which any one of Sweetwater ISD Indemnitees may suffer or incur arising out of a breach by HLP of its obligations pursuant to this Agreement. The foregoing indemnification shall survive any termination or the expiration of the Term of this Agreement.

5. TERM.

The term of this Agreement shall be identified in Exhibit A, unless earlier terminated for convenience as provided in Exhibit A or due to material, uncured breach, as provided herein. In the event HLP or any employee of HLP performing services on behalf of HLP for the benefit of Sweetwater ISD materially breaches this Agreement, and such breach remains uncured after thirty (30) days as provided herein, Sweetwater ISD will have the right to terminate this Agreement in addition to other rights or remedies which Sweetwater ISD may have under this Agreement, or at law or in equity. In the event Sweetwater ISD or any employee materially breaches this Agreement, and such breach remains uncured after thirty (30) days as provided herein, HLP will have the right to terminate this Agreement in addition to other rights or remedies which HLP may have under this Agreement, or at law or in equity. A party will not be in breach hereof unless such party has first been notified in writing by the other party of the alleged breach and the notified party has failed to cure the alleged breach within thirty (30) days following delivery of such notice. HLP acknowledges that no fees or commissions shall accrue or be due and payable hereunder during any period that Sweetwater ISD has provided written notice to HLP of the occurrence of any alleged breach unless HLP cures such alleged breach to the satisfaction of Sweetwater ISD prior to the expiration of the applicable cure period.

6. INTELLECTUAL PROPERTY

6.1 HLP agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights of Sweetwater ISD or Sweetwater ISD's affiliated businesses in Sweetwater ISD's trademarks, service marks, copyrights or other intellectual property rights (the "Sweetwater ISD Trademarks") to HLP, (b) ownership of all such Sweetwater ISD Trademarks shall remain the property of Sweetwater ISD or its affiliates, as the case may be, and (c) HLP will not use any Sweetwater ISD Trademarks under any circumstances without the prior written consent of Sweetwater ISD, which consent Sweetwater ISD may withhold in its sole and absolute discretion.

6.2 As between HLP and Sweetwater ISD, Sweetwater ISD shall have all ownership rights in all written, recorded, photographic, or visual materials, all computations, sketches, reports, test data, survey results, photographs, renderings, and other materials pertaining to the services prepared by HLP produced in the performance of the services as described in this Agreement including, without limitation, any business plans prepared by HLP for the benefit of Sweetwater ISD (collectively, the "Documents and Reports"). All Documents and Reports prepared by HLP specifically for and relating to the services provided to Sweetwater ISD shall be for Sweetwater ISD's exclusive use and re-use at any time without further compensation to HLP. Any restrictions imposed by third parties, such as rights to fees payable for use of images in photographs, etc., shall be immediately disclosed in writing to Sweetwater ISD. HLP shall retain no ownership, interest, or title in the Documents and Reports. HLP shall not use any Documents and Reports for marketing purposes without the prior written consent of

Sweetwater ISD, which consent may be withheld at Sweetwater ISD's sole discretion. For the avoidance of doubt, HLP shall not be prohibited from providing naming rights, sponsorships and consultancy, and related services to other clients of HLP outside of this agreement.

7. CONFIDENTIAL INFORMATION

During the term of this Agreement, HLP may gain access or be exposed to certain confidential and proprietary information relating to the business of Sweetwater ISD or its affiliates, but only at the prior written consent of Sweetwater ISD. To the extent permitted by law, HLP agrees that all such confidential and proprietary information shall remain and be kept in the strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of Sweetwater ISD, which consent may be withheld by Sweetwater ISD in its sole and absolute discretion. With regard to any information provided or made accessible by Sweetwater ISD, HLP agrees that information is excluded from public disclosure if it is information considered to be confidential by law, either constitutional, statutory, or by judicial decision, including, but not limited to, any exception to public disclosure provided under Texas Government Code Chapter 552, i.e., the Texas Public Information Act).

8. WAIVER

No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

9. SEVERABILITY

If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement.

10. OTHER ASSURANCES

The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

11. LIABILITIES & COOPERATION

- **SPONSORSHIP LIABILITY.** Sweetwater ISD agrees that HLP has not promised to secure a specific amount of funding and will be under no strict timeline, other than the term of this agreement, for its services while going to market. In the event there is failure by Sweetwater ISD to execute any marketing/advertising portion of an agreement for which Sweetwater ISD is responsible, HLP will not be liable to return any commissions or other fees to any sponsors who participated in or contributed to sponsorships or donations. Sweetwater ISD will be solely responsible for the return of any funds.
- **COOPERATION.** Sweetwater ISD shall reasonably cooperate with HLP in connection with the performance of its services hereunder, including providing HLP with reasonable and timely access to Sweetwater ISD's information, data, and personnel.
- **SURVIVAL.** All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.
- **FORCE MAJEURE.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the

impacted party's ("Impacted Party") reasonable control, including, without limitation, the following **force majeure** events ("**Force Majeure** Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

- **COUNTERPARTS.** This Agreement may be executed in counterparts or by facsimile or electronic mail (email) counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same Agreement.

12. CONSENT AND GOOD FAITH DEALINGS

Except as to terms and conditions in this Agreement in which a party is granted sole discretion, the parties hereby covenant, each to the other, that each will deal with the other equitably and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action that this Agreement does not give sole discretion to a party to determine, the party from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless otherwise indicated specifically in this Agreement, such as when sole discretion is granted to a party, consent and approvals shall not be unreasonably withheld, delayed or conditioned.

13. DELIVERABLES. Upon termination of this Agreement, HLP shall deliver all requested records, notes, and data of any nature that are in HLP possession or under HLP's control and that are Sweetwater ISD's property or relate to Sweetwater ISD's business. Sweetwater ISD will be responsible for all sponsorship fulfillment thereafter, unless there are ongoing responsibilities of HLP in a separate contract with a sponsor and that contract continues following termination in accordance with the terms of this Agreement.

14. GOVERNING LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The parties agree that proper venue for any dispute concerning this Agreement shall be in the state and federal courts having jurisdiction in the county in which Sweetwater ISD's central offices are located. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. STATE OF TEXAS CONTRACTOR CERTIFICATIONS.

15.1 NO ISRAEL BOYCOTT CERTIFICATION. Pursuant to Texas Government Code, Chapter 2271, as amended and re-designated from Chapter 2270, if HLP is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Sweetwater ISD is \$100,000 or more, HLP represents and warrants to the Sweetwater ISD that HLP does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott" means refusing to deal with, terminating business activities with,

or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

15.2 NO ENERGY COMPANY BOYCOTT CERTIFICATION. Pursuant to Texas Government Code, 2276, if HLP is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Sweetwater ISD is \$100,000 or more, HLP represents and warrants to the Sweetwater ISD that HLP does not boycott energy companies and will not boycott energy companies during the term of this Agreement. “Boycott energy companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on or limit commercial relations with a company because the company engages in the exploration, production utilization, transportation, sale or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law.

15.3 NO DISCRIMINATION OF FIREARM ENTITIES OR TRADE ASSOCIATIONS CERTIFICATION. Pursuant to Texas Government Code, Chapter 2274, as enacted in SB19 by the 87th Legislature, if HLP is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Sweetwater ISD is \$100,000 or more, HLP represents and warrants to the Sweetwater ISD that HLP does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. A “firearm entity” means a firearm, firearm accessory, or ammunition manufacture, distribute, wholesaler, supplier or retailer, or a sport shooting range. A “firearm trade association” means any person, corporation, unincorporated association, federation, business league or business organization that is not organized or operated for profit for which none of its net earning inures to the benefit of any private shareholder or an individual that has two or more firearm entities as members, or is exempt for federal income taxation under Section 501(c) of the Internal Revenue Code.

15.4 COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Sweetwater ISD is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Contract/Agreement, HLP certifies to Sweetwater ISD that it is not a listed company under any of those Texas Government Code provisions. HLP hereby voluntarily and knowingly acknowledges and agrees that this Contract/Agreement shall be null and void should facts arise leading the Sweetwater ISD to believe that HLP was a listed company at the time of this procurement.

15.5 CERTIFICATION REGARDING EMPLOYMENT ASSISTANCE PROHIBITED

(CHF (LEGAL)/20 U.S.C. 7926). In the event federal funds are used to compensate HLP herein, HLP hereby certifies and agrees that it shall not assist an employee, HLP, or agent of Sweetwater ISD in obtaining a new job if HLP knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

15.6 HUMAN TRAFFICKING PROHIBITION. In accordance with Section 2155.0061 of the Texas Government Code, HLP certifies that it is not ineligible to enter into this Agreement and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

15.7 ABORTION PROVIDER. By executing this Agreement, HLP verifies that it is not an abortion provider or affiliated with an abortion provider.

16. LATE PAYMENT

Client agrees to remit payment to High Level Promotions (HLP) in accordance with the payment schedule outlined in this agreement. A grace period of seven (7) calendar days will be provided following the stated due date on any invoice. If payment is not received by the end of the grace period, HLP reserves the right to assess a late fee of \$100.00 or 1.5% of the outstanding balance per month, whichever is greater. Late fees will accrue monthly and compound on any unpaid balance.

If payment remains outstanding for more than thirty (30) calendar days, HLP reserves the right to:

1. Suspend or delay any services, including sponsorship outreach, signage activations, or deliverables.
2. Withhold access to proprietary data, media, or reports.
3. Notify any sponsors or partners involved in the affected project that obligations may not be fulfilled due to non-payment by Client.
4. Refer the account to collections or pursue legal remedies, with Client responsible for all associated costs, including reasonable attorney's fees.

If Client disputes any portion of an invoice, written notice must be submitted to HLP within five (5) business days of the invoice date. Failure to do so constitutes acceptance of the invoice in full.

21. PROMOTIONAL ANNOUNCEMENTS

Client agrees to publicly announce the partnership with High Level Promotions ("HLP") through at least one (1) official press release or public news announcement and one (1) social media post within thirty (30) days following execution of this Agreement. These communications shall accurately reference HLP's role as the exclusive agent for sponsorship and naming rights representation and shall be posted via the Client's official communication channels, including but not limited to Client's website and social media accounts. All messaging shall be subject to mutual review and approval by both parties prior to distribution, which approval shall not be unreasonably withheld, delayed, or conditioned.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK WITH EXHIBIT A TO FOLLOW

Exhibit A

Naming Rights, Sponsorship Consulting and Management

EXECUTIVE SUMMARY

Sweetwater ISD seeks a third-party consultant to evaluate and secure supplemental funding and private revenue streams for developing its sports and agriculture campuses, including its football complex, baseball/softball complex, gymnasiums, tennis complex, and ag complex, also referred to as the Sports Campuses and Ag Complex, via naming rights, advertising, and sponsorships in Howard County, Texas.

HLP, L.L.C. (also referred to as “HLP”) is a multidimensional service provider experienced in providing naming rights, advertising, and sponsorships development and acting as a consultant to serve as a catalyst in subsidizing client expenditures by way of strategically maximizing revenue associated with corporate sponsorships and donations.

Naming rights, advertising, and sponsorships benefits packages may include, as mutually agreed by the parties, exterior and on-site exposure, media coverage, digital assets, hospitality, and a host of other opportunities traditional marketing channels cannot provide, generally described in the “Evaluation”, “Platform Development” and “Sales Execution” provisions as follows:

EVALUATION

EXAMINATION OF THE LOCAL MARKET

- Assessment of the competitive landscape
- Assessment of the cooperative landscape

REVIEW OF FACILITIES

- HLP will analyze the Sports Facilities and New Buildings to identify and review key assets, including any existing sold and unsold inventory (if applicable).
- HLP will typically separate and catalog these assets as different key categories.
 - Naming Rights
 - o Shared Sponsorship
 - o Primary Partner
 - Sponsorships/Advertising
 - o Iconic Landmarks
 - o Permanent Signage
 - o Digital Signage
 - o Digital Marketing
 - o Intellectual property
 - o Category Exclusivity
 - o Hospitality
 - o Print
 - o Database marketing
 - o Website Exposure
 - o Events

IDENTIFICATION OF NEW ASSETS

- Analyze the viability of traditional inventory associated with naming rights and sponsorships
- Creatively develop and unlock opportunities associated with non-traditional assets
- Evaluate the marketability of all assets to determine revenue potential
- Analyze traditional and creative assets for hospitality
- **The goal is to generate significant incremental revenue**

QUANTITATIVE BENEFITS

- Website Exposure
 - Sponsor ID on official property website. Includes corporate logos, links to sponsor website, banner ads and sponsor videos. HLP values website exposure based on total unique visitors to a client website.
- On-Site Signage
 - Refers to sponsor ID on static signage, such as LED or video boards, wayfinding signage, banners along concourses and iconic landmarks. HLP values on-site signage based on quality and quantity of impressions, as well as signage location, size and quantities.
- Activation & Promotional Opportunities – Sponsorships
 - Refers to assets that are typically used to activate a sponsorship, such as new technology, emerging media, interactive displays, product sampling, and promotional giveaways.

RATING OF QUALITATIVE BENEFITS

- Prestige Factor-Loyalty
 - Refers to the brand equity that the property has built up. The more prestige a property possesses, the more likely sponsors will seek to associate with it and Sweetwater ISD will retain spending onsite.
 - Refers to the affinity that a property's audience has for the property. When a property possesses a high degree of audience loyalty, sponsors believe that loyalty will rub off on their brand through the association. When a property possesses a high degree of audience loyalty, sales generally benefit from positive interactions with Sweetwater ISD.
- Sponsor Protection and Ease of Activation
 - Refers to the protection a sponsor receives against ambush marketing, the degree to which sponsor clutter is minimized at the property, and whether the sponsor enjoys category exclusivity as part of its sponsorship package. Not selling sponsor benefits à la carte, keeping the property as clean and clutter-free as possible, and offering the sponsor category exclusivity constitutes a high degree of protection.
 - Refers to the ease with which sponsors can promote and activate their sponsorships. For instance, a telecommunications company is presented with a natural opportunity to engage the audience and activate an arena sponsorship by providing free Wi-Fi hotspots for guests.
- Track Record
 - Refers to the property and/or Sweetwater ISD's history in both fulfilling sponsors and renewing sponsorship deals. Properties that provide a high level of service and consistently overdeliver for sponsors are more likely to have higher renewal rates,

therefore increasing the desirability and the value of the sponsorship.

ESTABLISHMENT OF ASSET PRICING

- Compare fair market value calculations versus “real-world” sales experience and intimacy within the market and familiarity with the business landscape.
- Review an alignment of pricing with Sweetwater ISD’s leadership team.
- Fair market value baseline for conservative and aggressive scenarios.
- Impact of negotiation on final pricing.
- Include (if applicable) realistic sales projections for year 1 and beyond.

CALCULATION OF FAIR MARKET VALUE

- Measurement of quantitative benefits
- Rating of qualitative benefits
- Comparable properties
- Profile of demographic and socioeconomic indicators
- Assessment of geographic reach

PLATFORM DEVELOPMENT

BUILDING OF NAMING RIGHTS/SPONSORSHIP PLATFORMS

- Key objectives
 - Enhance the venue
 - Improve the guest/visitor experience
 - Successfully meet the objectives of the sponsor
 - Maximize sponsorship revenue/Deliver return on investment (ROI) to the sponsor
- Structure
 - Discuss overall sponsorship philosophy for the property (i.e. clutter-free)
 - Assessment of a multi-tiered sponsorship platform
 - Development and defining of a “Signature Partner” type concept
- Create variety and competition-free environment inside the Sports Campus
- Create new assets/new opportunities
 - Create new products and opportunities
 - Active - Interaction with the Sweetwater ISD base

SALES EXECUTION

DEVELOPMENT OF PROSPECT DATABASE

- Develop approach strategy for incumbent corporate partners
- Identify and tier qualified local and regional prospects
- Assess specific sponsorship opportunities unique to the property
- Utilize knowledge of marketing initiatives to strategically rank and tier categories and appropriate candidates

EXECUTION OF SPONSORSHIP SALES

- Extensive prospecting and research
- Arrange initial needs analysis meetings to gain understanding of prospects
- Creation of customized presentations and proposals
- Negotiations management and contract execution
- Provide sales pipeline reports on a mutually determined schedule

MANAGEMENT OF NEGOTIATION PROCESS

- Follow up on all proposals to review and overcome objections
- Define the decision-making process and timeline Identify opportunities to restructure proposals as needed
- Once partnership is finalized, draft agreements and manage contract execution

SCOPE, TERMS, & PROFESSIONAL FEES

SCOPE OF WORK

- The purpose of this Agreement is for HLP to reasonably determine the potential supplemental revenue Sweetwater ISD could generate via the sale of Naming Rights & Sponsorships, and thereafter, represent the organization as an exclusive sales agent to sell such corporate sponsorships and naming rights accordingly.
- HLP may, at an additional cost as mutually agreed by the parties via separate written instrument, also seek grant opportunities or other funding mechanisms to help achieve offset of operational costs or facility expansion.

PHASE I: PLANNING

- HLP will send Sweetwater ISD's designated contact(s), via e-mail, a checklist requesting a variety of items needed to effectively gain a much deeper understanding of the Sports Campuses and Ag Complex. Please note that some of these elements may not currently exist, and we may need to make some educated estimates during planning.

PHASE II: EVALUATION

- HLP will work with the necessary parties to review the checklist, tour the site(s) thoroughly, and address all other relevant topics. Such correspondence will be pertinent and critical to work/timing associated with all future phases of the services to be provided under this Agreement. Thereafter, HLP will perform all services previously outlined in the "Evaluation" section.

PHASE III: SALES EXECUTION

- Upon completing Phases 1-2 and providing all results to appropriate individuals, HLP can

commence naming rights and sponsorship sales execution, including the services previously detailed within the “Sales Execution” portion of this presentation, which include but aren’t limited to:

- Development of a prospect database
- Turnkey sales execution
- Management of the negotiation process

TERMS & PROFESSIONAL FEES

- Term shall commence on the date of signing.
- The Term of this Agreement shall be from signing and until August 31, 2027, with one (1) year terms thereafter at the discretion of the parties to the agreement. HLP will have right to renew and renegotiate all secured deals each time the sponsorship contract is up for a period not to exceed fifteen years from the effective termination date of the Agreement. The agreed-upon commission below will be same commission structure used for all renewal/renegotiation periods. Both Parties have the right to terminate this Agreement for convenience upon thirty (30) days’ written notice for any reason (“Convenience Termination”). HLP will have the right to finalize agreements within those thirty (30) days and shall be due commission on any prospect HLP has set a meeting with if that prospect signs with Sweetwater ISD within one calendar year from termination. Upon Convenience Termination, all commissions contractually due to HLP will remain due per agreed payment schedule. Additionally, rights to renew or renegotiate contracts with sponsors or donors would still be honored upon contract termination, subject to the terms of this Agreement.
- Alternatively, Sweetwater ISD may terminate this Agreement with no further obligations or responsibilities of any kind to HLP, including, but not limited to, payment of any future commissions or fees, (“Payout Termination”) as follows:
 1. Sweetwater ISD shall give HLP 30 days’ written notice of Payout Termination;
 2. Contained in the written notice of Payout Termination, Sweetwater ISD shall include its estimate of total commissions and fees that would be due to HLP under existing contracts with sponsors/donors (“Initial Total Future Fees Due”);
 3. Within five business days of receipt of the Payout Termination notice containing Sweetwater ISD’s estimate of the Initial Total Future Fees Due, HLP will respond to Sweetwater ISD in writing in which HLP will indicate whether or not HLP agrees with the Initial Total Future Fees Due estimated by Sweetwater ISD;
 4. If HLP agrees with Sweetwater ISD’s estimate of the Initial Total Future Fees Due, Sweetwater ISD shall pay to HLP an amount equal to 75% of the Initial Total Future Fees Due as the Payout Termination payment by the expiration of 30 days from the date of the Payout Termination notice;
 5. If HLP disputes Sweetwater ISD’s estimated Initial Total Future Fees Due, HLP shall within five business days of receipt of the Payout Termination notice containing Sweetwater ISD’s estimate of the Initial Total Future Fees Due respond to Sweetwater ISD in writing in which HLP will set forth its estimate of total commissions and fees that would be due to HLP under existing contracts with sponsors/donors (“Response Total Future Fees Due”);
 6. If Sweetwater ISD agrees with HLP’s estimate of the Response Total Future Fees Due, Sweetwater ISD shall pay to HLP an amount equal to 75% of the Response Total Future Fees

Due as the Payout Termination payment by the expiration of 30 days from the date of the Payout Termination notice;

7. If Sweetwater ISD disputes HLP's estimate of the Response Total Future Fees Due, it shall respond in writing to HLP within five business days of receipt of HLP's Response Total Future Fees Due that Sweetwater ISD is submitting the existing contracts to a certified public accountant ("CPA") for a determination by that CPA of the the total commissions and fees that would be due to HLP under existing contracts with sponsors/donors ("Final Total Future Fees Due");
8. The parties agree to mutually select the CPA to determine the Final Total Future Fees Due;
9. If the parties cannot agree on the CPA within five business days of the date of Sweetwater ISD's notice to HLP of its dispute of the Response Total Future Fees Due, each party shall appoint within five business days a certified public accountant licensed in the state of Texas, and those two certified public accountants shall select the CPA to determine the Final Total Future Fees Due.
10. The parties shall split evenly the costs associated with the CPA that are invoiced by the CPA for determining the Final Total Future Fees Due;
11. Sweetwater ISD shall pay to HLP an amount equal to 75% of the Final Total Future Fees Due as the Payout Termination payment within 10 business days of receipt of the Final Total Future Fees Due from the CPA; and
12. The parties agree that during the process of determining the Payout Termination payment, neither party shall be obligated to perform any duties or responsibilities under this Agreement other than for Sweetwater ISD to pay HLP any commissions or fees when due on existing contracts.

Other than the exceptions disclosed below, both parties have rights to the 30-day mutual out-clause set forth above where either party may terminate the agreement for any reason. Upon contract termination, all commissions contractually due to HLP will remain due per agreed payment schedule in this Agreement. Additionally, rights to renew/renegotiate contracts with such sponsors/donors would still be honored upon contract termination for a period of fifteen years following the effective date of the termination, unless Sweetwater ISD exercises its Payout Termination as set forth in this Agreement. In such case, the agreement shall terminate with no further duties or obligations between the parties following such payment.

Cold Lead Structure:

Structure	HLP Commission
Cold Lead	25%

Warm/Hot Lead Structure:

Structure	HLP Commission
Warm Lead	20%

Warm Lead Definition:

- A "warm lead" is defined as someone referred from Sweetwater ISD to HLP, whereby Sweetwater ISD has begun a relationship and extended it to HLP by way of phone introduction, email introduction, or text introduction. This also applies to businesses that reach out via website, email,

or any other medium to seek a sponsorship or donation opportunity.

- Any other lead will be considered a “cold lead” and have the corresponding commission percentage.

Scholarship Clause:

Scholarship proceeds of any kind are not included or considered under this agreement and will not be compensated for or included in any fee structure.

Further Considerations:

- “Gross value” is the revenue received from the sponsor minus any cost associated with the sponsorship or naming right. By way of example, if a \$1,000.00 annual sponsorship allows a sponsor to have a five-foot by five-foot sign on the gymnasium wall and the cost to Sweetwater ISD or the sponsor is \$100.00 to procure and hang the sign, the Gross value of that sponsorship is \$900.00. If the sponsor then renews the sponsorship for the next year and there is no cost for the signage, the gross value is \$1,000.00.
- The percentages of gross value will be due to HLP within fifteen (15) business days after Sweetwater ISD has received payment from a sponsor.
- Sweetwater ISD will have 100% sole right on sponsorship signoff and who becomes a sponsor or donor, including, but not limited to, full consideration and adherence to local school district policy.
- Sweetwater ISD understands the obligation to share the applicable percentage of gross value with HLP as outlined herein applies to every sponsor/donor secured by HLP and any future sponsor that HLP makes contact with and secures a deal during the term of the agreement.
- Both parties agree that if any prospect approaches Sweetwater ISD about a sponsorship, Sweetwater ISD will refer the prospect to HLP. The only exception to this requirement is if the prospective sponsor/donor refuses to work with a third party and requests to work directly with Sweetwater ISD. In this case, the Sweetwater ISD Superintendent will be the sole representative in charge of facilitating the sponsorship/donation for Sweetwater ISD in order to honor the wishes of the prospective sponsor/donor. Proceeds received by Sweetwater ISD from prospective sponsors/donors described herein will not be considered a sponsor/donation under this agreement, however, HLP shall be due a 10% commission of the gross value secured from this sponsor.
- Both parties agree that it is not their intention that Sweetwater ISD be able to terminate the agreement in order to accept a monetary contribution from a sponsor that does not wish to go through HLP. If HLP brings a sponsor to Sweetwater ISD who does not want to work with a third party and can establish that a termination for convenience by Sweetwater ISD was due to Sweetwater ISD’s seeking to avoid the commission payable upon securing the deal of a particular sponsor, HLP shall be due a 15% commission of the gross value secured from this sponsor.
- HLP will be paid the commissions due within 15 business days after Sweetwater ISD has received sponsor/donation payment from a sponsor/donor. If a sponsor fails to make their annual or other scheduled payment to Sweetwater ISD for any reason, HLP will not be paid its

commissions due. HLP will have the right to find a new sponsor to replace existing sponsor during the term of this Agreement if the existing sponsor does not cure the breach of the sponsorship agreement after written notice or fails to make a required payment to Sweetwater ISD in accordance with the sponsorship agreement after written notice.

- Gross revenue payments will be paid over the life of such sponsorship agreements unless otherwise indicated in this Agreement or as otherwise mutually agreed upon (such as in the lump sum payout).
- Sweetwater ISD understands, unless otherwise set forth in this Agreement, the obligation to share gross revenue with HLP, if applicable, may extend beyond the expiration of the agreement. For example, if a 10-year/\$100,000 sponsor/donor was secured by HLP with a payment schedule of \$10,000/year (assuming no costs to Sweetwater ISD or the sponsor), HLP and Sweetwater ISD would each receive the agreed-upon gross revenue each year for 10 years.
- HLP shall not seek out or accept in-kind or trade sponsorships/donations. Should such an opportunity arise, HLP may bring it to the attention of Sweetwater ISD, but Sweetwater ISD is in no way obligated to entertain such an arrangement. If such an arrangement is acceptable to Sweetwater ISD at its sole discretion, the terms and conditions of such in-kind or trade sponsorship/donation, including any commissions due HLP, shall be subject to a separate written agreement.
- Unless otherwise agreed to by the parties, Sweetwater ISD is responsible for providing HLP with the digital and printed materials reasonably necessary for HLP to successfully execute this Agreement. Sweetwater ISD represents and warrants that, to its knowledge and belief, all materials submitted to HLP do not and shall not during the term of this Agreement infringe upon any third party intellectual property rights. The parties agree that this cost to Sweetwater ISD shall not exceed \$500.00 during the term of this agreement. Any need for digital and printed materials under this provision requiring Sweetwater ISD to expend more than \$500.00 shall be itemized and summarized by HLP for approval by Sweetwater ISD.
- HLP shall adhere to all Sweetwater ISD policies relating to marketing and advertising including, but not limited to, Board policy GKB(LOCAL) and obtain Sweetwater ISD's written consent prior to securing any sponsorship/naming rights with any third party that are outside of the scope of family-friendly activities that the parties anticipate will be conducted at the Sports Campuses and Ag Complex. For clarification purposes, the parties agree that HLP shall not seek or secure any advertising or sponsorships related to the following:
 1. *Alcoholic Beverages.* Sweetwater ISD will not accept advertisements and images soliciting or promoting the sale or use of alcoholic beverages.
 2. *Tobacco/Nicotine Products.* Sweetwater ISD will not accept advertisements and images soliciting or promoting the sale or use of tobacco products, including, but not limited to, cigarettes, e-cigarettes, cigars, smokeless tobacco, and nicotine pouches.
 3. *Advertisements Affecting Images or Operation.* Sweetwater ISD will not accept advertisements and images that threaten or adversely affect the public image of Sweetwater ISD or Sweetwater ISD's ability to operate its services.

4. *False, Misleading, Deceptive or Disrespectful Advertising.* Sweetwater ISD will not accept advertisements and images that are false, misleading or deceptive, or that are intended to be (or reasonably could be interpreted as being) disparaging, disreputable or disrespectful to persons, groups, businesses or organizations, including advertising that unlawfully discriminates on the basis of race, color, creed, sex, pregnancy, age, religion, ancestry, national origin, marital status, disability, sexual orientation, or any other characteristic protected under federal, state or local law or advertising that can reasonably be interpreted to refer to body parts that are ordinarily covered by clothing when in public.
5. *Unauthorized Endorsement.* Sweetwater ISD will not accept advertisements and images that imply or declare that Sweetwater ISD endorses a product, service, point-of view, event or program. The prohibition against endorsement does not apply to advertising for a service, event or program for which Sweetwater ISD is an official sponsor, co-sponsor or participant, provided Sweetwater ISD gives prior written approval regarding the endorsement.
6. *Obscene or Offensive Material.* Sweetwater ISD will not accept advertisements and images that contain obscene or offensive materials. "Obscene materials" means displays information that, taken as a whole, appeals to the prurient interests in sex and depicts or describes, in a patently offensive manner, sexual conduct and which, taken as a whole, does not have serious literary, artistic, political, or scientific value, or otherwise qualifies as "obscene" as that phrase is defined in Texas Penal Code §43.21. "Offensive materials" means displays or information that would be offensive to a reasonably prudent person of average sensitivity in the community, including advertising that contains derisive, distorted, immoral, profane or disreputable language or impressions.
7. *Unlawful Goods or Services.* Sweetwater ISD will not accept advertisements and images that depict, promote, or reasonably appear to encourage the use or possession of unlawful or illegal goods or services, including goods and services not legally obtainable by unemancipated minors, such as tattooing, vaping paraphernalia, etc.
8. *Unlawful Conduct.* Sweetwater ISD will not accept advertisements and images that depict, promote, or reasonably appear to encourage unlawful or illegal behavior or conduct, including unlawful behavior or a violent or antisocial nature; is libelous or an infringement of copyright; is otherwise unlawful or illegal; is prohibited by a court order or government regulation; or is likely to subject Sweetwater ISD to liability.
9. *Adult Entertainment.* Sweetwater ISD will not accept advertisements and images that promote or display images associated with adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites, escort services, intimate apparel sales, or any other sexually oriented business, as defined by Texas Local Government Code §243.002, or other places and services that restrict the presence of minors or are restricted from minors.
10. *Illegal Firearms and Weapons.* Sweetwater ISD will not accept advertisements and images that contain images or depictions of illegal firearms or other weapons, or the unlawful use of firearms or other weapons.

11. *Political Advertising.* Sweetwater ISD will not accept advertisements and images related to political candidates or political issues or measures.
 - 12.. *Law and Policy.* Sweetwater ISD will not accept advertisements that are inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum.
 13. *School Setting.* Sweetwater ISD will not accept advertisements that are inappropriate in a school setting with a student audience.
 14. *Health Hazard.* Sweetwater ISD will not accept advertisements that advertise products presenting a health hazard.
 15. *Material Disruption.* Sweetwater ISD will not accept advertisements that create a substantial likelihood of material disruption, including adding to the District's obligations for security and facilities maintenance.
 16. *Administrative Burden.* Sweetwater ISD will not accept advertisements that add to the District's administrative burden by exposing the District to complaints, controversy, or litigation.
- Sweetwater ISD maintains final authority on any and all sponsorships, naming rights, and promotions.
 - Sweetwater ISD has authority to provide feedback to HLP resulting in mutually agreed upon changes to practices and methods used by HLP to promote Sweetwater ISD events, activities, sponsorships and all other promotions. If any HLP practices are considered unacceptable to Sweetwater ISD, changes shall be made that are mutually agreed upon by HLP and Sweetwater ISD, and implemented immediately upon notice.
 - All "naming rights" for any facilities, grounds, or portions thereof are at the sole discretion and ultimate authority of the School Board for Sweetwater ISD.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK WITH EXHIBIT B TO FOLLOW

Exhibit B

High Level Promotions Marketing Proposal for Services

- ☐ Massing of surrounding buildings
- ☒ 360 Drone Photography
- ☒ 360 Drone Tour Added to Website (embedded)
- ☒ 360 Interactive viewpoints (Real Life Photos)
- ☒ Drone & Videography Shoot
- ☐ Website Creation
- ☒ Website Implementation
- ☒ Consultation for client success

Work to Be Completed:

1. Capture & create a 360 drone tour for fans, sponsors, & others to tour the Sweetwater ISD campus
 - i. Expected assets: Sweetwater ISD CTE building, football, basketball, baseball, & softball campus & more
2. Vision Capturing Videos that incorporate the following (below):
 - a. Drone, digital rendering technology, audio, music, and other digital and physical features created by Spotlight to present a custom presentation targeted at attracting sponsors, & community support.
3. Ten to Twelve - 360-degree interactive web and virtual reality waypoints to be used in virtual reality headsets or on digital platforms such as websites, social media, etc. (Virtual Creation and Real Life)
4. On-site Production Shoot, Onboarding, & VR Consultation.
 - Deliverable Assets are as follows:
 - Up to 20 high-fidelity 360 drone stills
 - On-Site Media Production Shoot/Virtual Tour Consulting Session
 - Drone, Photography, Videography
 - Provide media assets for purpose of attracting naming & sponsorship opportunities. Secondary use as social media, marketing, and sales material.
 - Two Vision Capturing Videos (audio, drone work, digital assets, & more may be included)

Revisions: In the case that substantive revisions are required, High Level Promotions will engage in one round of revision to address specific elements provided by Sweetwater ISD. Further rounds of revision will enter into cost plus.

Cost Plus: Any revisions or requested changes or additions to scope of work may be requested by Customer and if accepted, automatically billed at \$120 per hour unless otherwise agreed upon in writing. WE DO NOT EXPECT ANY COST PLUS. Any additions or changes to scope of work that will result in billed work to Sweetwater ISD under this provision must be itemized by HLP and approved in advance in writing by the Sweetwater ISD Superintendent.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK WITH EXHIBIT C TO FOLLOW

Exhibit C

High Level Promotions Fees & Expenses Schedule

Initial Sweetwater ISD Payment:
\$44,000.00 (No applicable sales tax)

Billing Options:
☐ Paid in Full
☒ Installment Option with the following schedule

- \$30,000 due at signing
- \$14,000 due after HLP secures \$100,000 in gross sponsorship value transferred to Sweetwater ISD.

Travel, Hotels, Rentals, Gas

- Expenses up to \$3000.00 covered by Sweetwater ISD
- Billed after travel, Net 30 Payment Terms

Editing/Design/Graphics/Post Production/Music & Licensing

- Expenses paid by High Level Promotions

Maintenance and Hosting Fees

- \$167/month per website
 - Total: \$167/month, \$501/quarter or \$2,004/year
 - Two-Year Initial Hosting Plan
 - 2 Years Up-front Cost: \$3750

Important Note: We do not feel that there should be any cost plus with our relationship that we're building.

SIGNATURE PAGE TO FOLLOW

PROFESSIONAL SERVICES APPROVAL

Party (Sweetwater ISD) receiving services:

Name: _____

Title: _____

Signature: _____

Date: _____

Party (consultant) providing services: High Level Promotions

Name: _____

Title: _____

Signature: _____

Date: _____