

# ***Amphitheater Public Schools*** ***Sponsorship Agreement***

This Agreement (the "Agreement") is between **Amphitheater Public Schools ("District")** and **ICCU ("Sponsor" or "ICCU")** to establish the terms and conditions of ICCU providing a sponsorship to the High Schools within the district ("**School(s)**")

In consideration of the mutual covenants contained in this Agreement, District and ICCU agree to the following:

1. TERM:

- A. The term of this Agreement shall commence on July 1, 2026, and shall expire June 30, 2041, unless sooner terminated in accordance with the provisions of this Agreement (the "Term").
- B. Following the term, and to the extent permitted by law, ICCU shall have the first rights of refusal and negotiation to continue to sponsor the scoreboards/videoboards. Negotiations shall happen between the District and ICCU.

2. ICCU Rights and Responsibilities:

- A. Upon meeting its obligations set forth in Paragraph 3, Sponsor shall be entitled to the sponsorship benefits set forth in Paragraph 4.

3. ICCU Obligations:

- A. ICCU shall provide the District with the listed Daktronics equipment; see "Exhibit A – Exhibit C".
- B. ICCU shall pay Daktronics directly for all equipment and shall pay installer directly for the initial installation. Installation and setup will be coordinated between District/School(s), installer, and Daktronics with no costs incurred by the District unless ICCU determines that the cost of installation is unreasonable. ICCU shall ensure that installation of the equipment is performed by a licensed contractor in a workmanlike manner.
- C. If ICCU determines that the cost of installation is unreasonable, then the District may immediately terminate this Agreement without further obligation to either party. In the alternative, the District, in its sole discretion, may decide to pay any installation costs that ICCU has determined are unreasonable, in which event this Agreement shall remain in effect.

4. ICCU Benefits: Provided that ICCU meets its obligations, school/district shall provide ICCU with the following benefits, subject to the restrictions set forth in Arizona Revised Statutes (A.R.S.) § 15-342(27).

- A. ICCU shall receive exclusive physical signage on listed Daktronics equipment for the Term of this agreement.

- B. ICCU shall be the sole financial institution with permanent signage and advertising on equipment being provided within this agreement. When applicable, all other financial institutions may have digital advertising as long as their advertising doesn't exceed the amount of advertising provided for ICCU.
- C. When applicable, ICCU shall receive a minimum of four digital ads at any event being held where the video boards are being used.
- D. Ability to be the title sponsor at one (1) home basketball (Girls & Boys) game per year with the ability to bring promotional vehicles, display items, gear, giveaways etc. The game is to be mutually agreed upon.
- E. Ability to be the title sponsor at one (1) home soccer game per year with the ability to bring promotional vehicles, display items, gear, giveaways etc. The game is to be mutually agreed upon.
- F. Ability to be the title sponsor at one (1) home football game per year with the ability to bring promotional vehicles, display items, gear, giveaways etc. The game is to be mutually agreed upon.
- G. Ability to be the title sponsor at one (1) home wrestling match per year with the ability to bring promotional vehicles, display items, gear, giveaways, etc. The game is to be mutually agreed upon.
- H. Ability to be the title sponsor at one (1) home volleyball (Girls & Boys) match per year with the ability to bring promotional vehicles, display items, gear, giveaways, etc. The game is to be mutually agreed upon.
- I. Ability to be the title sponsor at one (1) home girls flag football game per year with the ability to bring promotional vehicles, display items, gear, giveaways, etc. The game is to be mutually agreed upon.
- J. Ability to be the title sponsor at one (1) home baseball game per year with the ability to bring promotional vehicles, display items, gear, giveaways, etc. The game is to be mutually agreed upon.
- K. Ability to be the title sponsor at one (1) home softball game per year with the ability to bring promotional vehicles, display items, gear, giveaways, etc. The game is to be mutually agreed upon.
- L. One (1) ICCU banner at every athletic facility, provided by ICCU (football, basketball, soccer, tennis, etc.). Signage to be mutually agreed upon by the School(s) and ICCU – school shall give best effort to allow ICCU to have most appropriate size and location.
- M. Two (2) 4' x 8' ICCU logos on each School's gym floor for the duration of the agreement. Stickers to be paid for and updated by ICCU.

**5. Publicity:** Unless otherwise provided herein, neither party will use the name(s), trademark(s) or trade names, whether registered or not, of the other party in publicity press releases, advertising or in any other manner without that party's prior written consent.

**6. ICCU's Expectations of Schools with Videoboards:**

- A. Revenue Generation: Schools(s) shall use videoboards to generate revenue for the school's athletic department**

**B. Education: School(s) shall provide academic curriculum opportunities to engage students with videoboard(s), player profiles, hype videos, broadcasting, etc.**

7. **Conflicts of Interest.** This Agreement may be cancelled if a conflict of interest is present as set out in A.R.S. § 38-511, the terms of which statute are deemed incorporated herein.
8. **Compliance with Immigration Laws.** To the extent applicable under A.R.S. § 41-4401, each party warrants compliance with all federal immigration laws and regulations that relate to its Arizona-based employees and, with regard to such employees, agrees to comply with the E-Verify requirements pursuant to A.R.S. § 23-214(A). A party's breach of the above-referenced warranty shall be deemed a material breach of this Agreement. To the extent required by Arizona law, the parties each retain the legal right to inspect the papers and records of the other party to ensure compliance with this paragraph.
9. **Use of Uyghur Labor.** To the extent applicable under A.R.S. § 35-394, ICCU certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. If ICCU becomes aware during the term of the Agreement that \_it is not in compliance with this written certification, ICCU shall notify the District within five (5) business days after becoming aware of the noncompliance. If ICCU does not provide the District with a written certification that it has remedied the noncompliance within 180 days after notifying the District of the noncompliance, the Agreement will terminate, except that if the Agreement termination date occurs before the end of the remedy period the Agreement terminates on the Agreement termination date.

**C. E-Verify Contract Language**

10. **ICCU hereby warrants that it, at all times during the term of this Contract, will comply with all federal immigration laws applicable to ICCU'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (collectively, "the State and Federal Immigration Laws").** VENDOR shall further ensure that each SubVendor who performs any work for ICCU under this contract also complies with the State and Federal Immigration Laws.
11. **Any breach of ICCU'S or any SubVendor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting ICCU to penalties up to and including suspension or termination of this Contract. If the breach is by a SubVendor, and the subcontract is suspended or terminated as a result, ICCU shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement SubVendor, (subject to DISTRICT approval) as soon as possible so as not to delay project completion.**

#### **D. REGISTERED SEX OFFENDER RESTRICTION**

Pursuant to this order, **ICCU** agrees by acceptance of this order that no employee of the **ICCU** or a SubVendor of the **ICCU**, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be present. The **ICCU** further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of this contract at the District's discretion.

#### **E. APPLICABLE LAW AND INTERPRETATION**

The awarded contract (Agreement) shall be interpreted, construed, and given effect in all respects according to the laws of the State of Arizona. An Arizona court is the only venue where interpretations can be resolved.

#### **F. TERRORISM COUNTRY DIVESTMENTS**

The District is prohibited from agreements with a company that is in violation of the Export Administration Act. **ICCU and its subcontractors** certifies that it is not engaged in and for the duration of the contract will not engage in a boycott of Israel.

#### **G. SUSPENSIONS/DEBARMENT CERTIFICATION**

The Offeror certifies that they do not have any debarment, suspension, or other lawful action taken by any federal, state, or local government within the last five years that precludes the offeror or its employees from participating in any public procurement activity.

#### **H. LIENS**

Bid is for labor, professional services, materials, machinery, fixtures and/or tools for publicly-owned District property. No lien rights are provided through this Contract so Contractor need not give the 20-day Preliminary Lien Notice identified in A.R.S. § 33-992.01 to the District. Instead, Contractor acknowledges and affirms that this bid is subject to the requirements of A.R.S. Title 34, Chapter 2 for employment of contractors for public buildings and improvements.

#### **I. SUBCONTRACTORS**

A list of the Subcontractors planned to be utilized on the project including company name, scope of work planned for the project and the appropriate license number for that scope of work shall be provided with the general contractors bid response. The District reserves the right to refuse a Subcontractor if determined to be in the District's best interest. All Subcontractors are to be carried under general contractor's liability insurance coverage. General contractor to assume responsibility for all Subcontractors utilized, including their compliance with all safety requirements, governing law, and other appropriate policies/procedures.

**J. PERSONAL CONDUCT AND EXPECTATIONS**

The Contractor shall remember and remind its Subcontractors that school may be in session and the School Administration staff will be conducting regular business during the installation period and proper behavior by all personnel is required. This shall include but not be limited to the following:

The District campuses maintain a “No Tobacco” policy. This includes all tobacco product types including e-cigarettes.

Inappropriate language is not tolerated at any time.

Staring at students or staff is considered inappropriate and shall be avoided. The District adheres to the “Two Second Rule” which means, no Contractors will look at (stare at) a student or staff member for more than two seconds.

Use of any facilities including toilets, break areas, phones, computers, copiers/printers, offices, etc. are not allowed at any time.

Contractor is responsible for protection of all furniture and equipment in occupied campus areas.

Any furniture that is moved or altered to perform work is to be replaced at the end of the daily work shift to its original position and condition.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

AGREED TO AND ACCEPTED:  
**ICCU**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

AGREED TO AND ACCEPTED:  
**Amphitheater Public Schools**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

Amphitheater High School

**Exhibit B**

Canyon Del Oro High School

**Exhibit C**

Ironwood Ridge High School

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