

**MARKETING/COMMISSIONS AND PURCHASE AGREEMENT BETWEEN
CEDAR HILL INDEPENDENT SCHOOL DISTRICT AND DAKTRONICS, INC.**

THIS AGREEMENT is made this _____ day of _____, 2008 by and between Cedar Hill Independent School District (hereinafter the "Customer"), and DAKTRONICS, INC., (hereinafter "Daktronics").

Based upon discussions between Daktronics and Customer, and upon continued investigations of marketing opportunities relating to Customer's venues, Daktronics and Customer agree to the terms and conditions set forth herein.

1. Project Objectives. The objectives of the parties to this Agreement are to:
 - a. Secure sufficient funds (revenues) for Customer to purchase needed Marketing Elements- Ancillary Signage, Digital Content ect. (the "Equipment") directly from Daktronics and/or a District approved contractor, plus achieve net revenues referenced in Section 9 of this Agreement, detailed below.
 - b. Conclude Daktronics' marketing presentations on or before 30 September 2009 after achieving mutually agreed upon revenue objectives.
2. Term. This Agreement shall be for a term of Five (5) years. This Agreement shall commence effective as of 1 September 2009 and shall terminate on 31 August 2014.
3. Consideration: Customer acknowledges receiving good and valuable consideration from Daktronics for its obligations hereunder, said consideration including, but not being limited, to:
 - a. The efforts of Daktronics Sports Marketing, a division of Daktronics, to market and sell advertising and make presentations to potential Advertisers; and,
 - b. Investigate various marketing opportunities relating to Customer's venues.
4. Advertising Subject to Fees or Commissions. Daktronics shall be entitled to a commission, subject to the agreed upon commission structure referenced in Section 9 of this Agreement, detailed below, for all of the following Advertising Agreements and Renewals:
 - a. All revenues from Advertising sold with verbal commitment and pending signature, or signed Agreements to date, with the exception of revenue generated by Naming Rights contracted by the Education Foundation or the agreement with Methodist Charlton Medical Center as per existing contracts provided in Attachment A (hereinafter the "Existing Advertisers") unless this contract is terminated or renegotiated before the end of the existing term. At the end of the existing term with Methodist Charlton Medical Center all inventory will be exclusively included and dedicated

towards this project and, therefore, will be included in the revenue totals and subject to the agreed upon commission structure.

- b. All revenues from presentations made to potential Advertisers (those companies presented to and pending decision), will be exclusively included and dedicated toward this project and, therefore, will be included in the revenue totals and subject to the agreed upon commission structure
 - c. All revenues from any and all Advertising Renewals occurring during the term of this Agreement shall be included and dedicated toward this project and therefore, will be included in the revenue totals and subject to the agreed upon commission structure.
5. Conclusion of Presentations. Daktronics will conclude presentations to potential advertisers on or before 30 September 2009, unless otherwise requested by Customer and agreed upon, in writing, by and between both parties.
 6. Advertising Agreements. All Advertising Agreements will be by and between the Advertiser and Customer. Any and all existing (signed) Advertising Agreements held by Daktronics and including Daktronics as said party to the Agreements, will be assigned to Customer upon completion and signature of a Sales Agreement and full payment of Equipment to Daktronics.
 7. Digital Content. All Digital Content contracted by and between Advertiser and Customer must be delivered by the Customer as agreed in the Advertising Agreement. All other content will be controlled by the District.
 8. Records and Accounting. During the entire term of this agreement, the Customer shall maintain separate, accurate and complete business accounting records reflecting all Advertising Agreements and revenues thereof, receipts, and other income/revenues associated with Customer's activities and operations undertaken as a result of this Agreement. Customer shall furnish, in a format reasonably acceptable to Daktronics, an accounting on an annual basis, detailing all of the Customer income and revenues of any kind and/or type associated with this Agreement. Daktronics shall have the right, at its expense and at reasonable times, to examine and copy all, or portions of such business and accounting records.
 9. Purchase Order. Customer agrees to issue a purchase order for the equipment to Daktronics and/or a District approved contractor in the amount of a maximum of Fifty Thousand dollars (\$50,000.00) if sufficient advertising revenue is raised.
 10. Payment of Commissions. As consideration for Daktronics' marketing services hereunder, Daktronics shall earn a Twenty Five percent (25%) commission on all gross advertising revenue. Any and all annual Daktronics commission payments hereunder shall be paid by Customer to Daktronics on or before 1, January, of each Agreement Year starting 1, January, 2010.

11. Early Termination. In the event of the early termination of this Agreement by (a) Daktronics due to a default of Customer hereunder; or, by (b) Customer for any reason other than default by Daktronics; Daktronics shall have the right to declare due and payable, and Customer shall pay immediately thereupon the present value (discounted at the rate of 6%) of all future payments and amounts which would accrue hereunder over the remainder of the term, including marketing fees and commissions, based upon any and all Advertising Agreements in effect as of such termination, together with reasonable attorney's fees and costs resulting from such termination.

12. Taxes. Any and all taxes relating to the purchase of this Equipment, including excise, use, sales, property or advertising tax, is the sole responsibility of Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

DAKTRONICS, INC.

By _____
Authorized Company Manager

Dated _____

Contact Information:

Daktronics Sports Marketing, A Division of Daktronics, Inc.
331 Thirty Second Avenue
Brookings, SD 57006-5128
Attn: DSM Business Manager
Phone: 605.697.4008 Fax: 605.697.4700

CUSTOMER:

By _____
Authorized Signature

Print or Type Name of Authorized Party

Dated _____

Contact Information:

Company/Department:
Address 1:
Address 2:
City/State/Zip Code
Phone:
Fax:
Email:

ATTACHMENT A
EXISTING ADVERTISERS

