

State of Texas - County of Webb
United Independent School District
Scoreboard Advertising Partnership Agreement

This Partnership Agreement is between the United Independent School District ("UISD") and _____ ("Partner"). Partner has agreed to purchase the _____ Partner Package, which entitles Partner to the benefits associated with that package as set forth in the attached advertising pricing list. All benefits will be provided on the District's video scoreboard located at the Student Activity Complex ("SAC") stadium at 5208 Santa Claudia Lane, Laredo, Texas 78043.

- A. Purpose and Policy Compliance:** This Agreement is entered into solely for the purpose of generating revenue for the District in accordance with Board Policy GKB (Local). Advertising displayed pursuant to this Agreement constitutes District-controlled communications and does not create a public forum for private speech. The District retains final editorial authority over all advertising content and placement consistent with Board Policy GKB (Local) and applicable law.
- B. Term:** The term of this Agreement shall be from _____ to _____.
- C. Fees:** The fee for the _____ Partner Package will be \$ _____ per year for a period of _____ years. Fees are due and payable to United Independent School District on or before September 1 of each partnership year. There will be no proration of fees in the event of early termination of this Agreement by either party, except as otherwise expressly provided herein.
- D. Termination:** UISD may terminate this Agreement upon written notice if continued performance becomes inconsistent with Board policy, UIL rules, operational needs, or the District's educational mission. In the event of termination due to Partner's violation of this Agreement or applicable policy, no refund or proration shall be owed.
- E. Limitation of Liability:** UISD does not warrant that the operation or use of the video scoreboard will be uninterrupted or error free. UISD hereby disclaims any and all warranties, expressed or implied, in regard to any information, product or service furnished under this Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The parties agree that in regard to any and all causes of action arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.
IN NO EVENT WILL UISD'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS RECEIVED BY UISD FROM PARTNER UNDER THIS AGREEMENT.
- F. Approval of Advertising & Content Restrictions:** Any and all advertising proposed by Partner must be submitted in advance and approved by the UISD Superintendent, Associate Superintendent for Support Services, Athletic Director, or designee prior to display. Approval is required for each advertisement, message, video, or promotional item. The District shall not accept paid political advertising. **Advertising may be rejected or removed if it is inconsistent with Board Policy GKB (Local), federal or state law, District or campus regulations, or the District's educational mission, including but not limited to advertising that:**

- (1) Is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum;

- (2) Is inappropriate in a school setting with a student audience;
- (3) Advertises products presenting a health hazard;
- (4) Creates a substantial likelihood of material disruption, including adding to the District's obligations for security and facilities maintenance; or
- (5) Adds to the District's administrative burden by exposing the District to complaints, controversy, or litigation.

The District's decision regarding approval, rejection, or removal of advertising shall be final.

- G. Promotional Activities on District Property:** Promotional activities conducted on District property, including kiosks or table set-ups, shall be subject to District guidelines, supervision, and approval as determined by UISD.
- H. No Endorsement:** Acceptance of advertising or sponsorship under this Agreement does not constitute District approval or endorsement of any product, service, organization, or message, nor does it affect the District's procurement decisions.
- I. Notice:** Any written notice to UISD shall be made by first class mail, postage prepaid and delivered to the Associate Superintendent for Student Support Services, United Independent School District, 201 Lindenwood, Laredo, Texas 78045.
- J. Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Webb County, Texas.
- K. Indemnification:** Partner agrees to indemnify and hold harmless UISD, its trustees, officers, employees, and agents from any claims, damages, liabilities, costs, or expenses arising out of Partner's advertising content, promotional activities, or use of kiosks or promotional space under this Agreement, including claims alleging intellectual property infringement or personal injury.
- L. Warranty:** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

Nothing in this Agreement shall be construed as a waiver of governmental immunity. This Agreement may be amended or modified only in writing and executed by both parties.

UISD Superintendent or Authorized Designee

Date

Partner/Company Representative

Date