

DeSoto ISD

Marketing Contact Information Form (CIF) 2016

Contact Information Form (CIF)

Business Name: UNT Dallas

Contact Name: [REDACTED]

Address: 7300 University Hills Blvd.

City, State, Zip: Dallas, Texas 75241-4605

Phone: [REDACTED]

Cell: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Invoicing Information

Mail to address and contact above: YES NO

Email to address and contact above: YES NO

Is the information same as above? YES NO

Contact Name: UNT System Business Service Center

Address: 1112 Dallas Dr., Ste. 4000

City, State, Zip: Denton, TX 76205

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Package Information

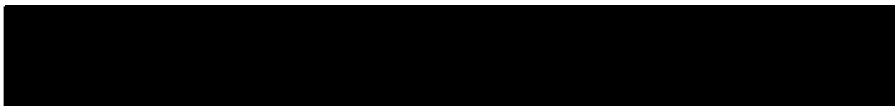
Partner Level: Eagle Founding Premier

Term: Five (5) years

Payment Amount: \$10,000 /year 1 (\$2,500 in-kind for year 1)

Payment Schedule (annual, semi-annual, quarterly, or monthly w/ACH): [REDACTED]

Other Comments:



DeSoto Independent School District

MARKETING PARTNERSHIP AGREEMENT

This Agreement entered into this 6th day of September, 2017, by and between **DeSoto Independent School District**, hereinafter referred to as "School", and **University of North Texas at Dallas (UNT Dallas)**, hereinafter referred to as "Partner" or UNT Dallas, hereby agree as follows:

1. **Terms and Conditions.** Under the terms and conditions herein set forth, DeSoto ISD grants advertising rights to the Partner as stipulated in Attachment A.
2. **Payment.** Payments shall be made to the order of DeSoto ISD as follows:

SCHEDULE: Annually Semi-Annually Quarterly Monthly

BETWEEN "DeSoto ISD" AND "UNT Dallas"

TOTAL OF \$12,500 EACH AGREEMENT YEAR

3. **Term of Agreement.** The period of this agreement shall be for an initial term of five (5) years, effective October 1, 2017 through September 30, 2022 with renewal to extend additional years, as detailed in Item 4. Annual payments shall be made within the first 30 days of the of the contract year start date. Semi-annually – within the first 30 days of the contract year start date, and six months after. Quarterly – within the first 30 days of the contract year start date, and each three months after. Monthly shall be on the first of each month starting with the first day of the contract start date and will be set up on ACH payments.
4. **Renewal Option.** Parties shall have the right to exercise five (5) consecutive renewal options to extend this agreement for an additional 1 year each renewal. The operation of this renewal option as to the extension of this agreement shall be dependent upon the Parties ability to negotiate new, mutually agreeable terms, including contract price and payments, advertising rights and conditions, and other terms and conditions, satisfactory to both parties.
 - 4.1. **Notice of exercise of option:** Partner to notify DeSoto ISD, in writing, no less than 180 days prior to the expiration of Agreement to exercise its first renewal option. Subsequent renewals will require Partner to notify DeSoto ISD, in writing, no less than 90 days prior to the expiration of the extended term.
5. **Assignment.** The Partner shall not assign this agreement, nor shall Partner grant any other person any of its rights without prior written consent of DeSoto ISD. ** TO THE EXTENT ALLOWED BY THE L
CONSTITUION OF THE STATE OF TEXAS
6. **Hold Harmless and Indemnification.** Partner agrees to hold harmless and indemnify DeSoto ISD, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require

Partner to be responsible for or defend against any claims or damages arising solely from acts or omissions of DeSoto ISD, its officers, agents, or employees.

7. Applicable Law. This Agreement shall be governed by the laws of the State of Texas, with venue proper in the district courts of Dallas County, Texas. If any provision of this Agreement is or becomes unenforceable, the other provisions shall remain valid and enforceable to the maximum extent possible.
8. Nondiscrimination. It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.
9. Default. If Partner fails to pay when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after Partner receives written notice of the default from DeSoto ISD, or if either party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing party receives written notice of the default from the other party, and such non-performance remains uncured after such thirty day period, then such aggrieved party may terminate this Agreement by giving notice of termination. All parties' rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which either party has by reason of any non-performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the parties under this Agreement shall cease. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either party, unless any such waiver is in writing and is signed by the party.
10. Grievances. Any dispute under this Agreement must be submitted to DeSoto ISD through its complaint process outlined at policy GF (LOCAL) before being litigated. A copy of the policy is available online at www.desotoisd.org under Board of Trustees, Board Policy Online. For the purposes of this Agreement, all timelines to file are extended to 90 days.
11. Third party beneficiaries; Joint venture. There are no third party beneficiaries to this Agreement. This Agreement does not constitute a joint venture or partnership.
12. Content of advertising. DeSoto ISD shall, in its sole discretion, retain final editorial authority to accept or reject submitted advertisements. DeSoto ISD shall also reserve the right to reject advertising that is inconsistent with federal or state law, Board policy, District or campus regulations or curriculum, as well as any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.

12.1. Consent to release. Partner shall seek and obtain written approval from DeSoto ISD before displaying, exhibiting, promoting, or otherwise disclosing any advertisements made pursuant to this Agreement.

13. Year one agreement amendment – for the 2017-18 contract year, UNT Dallas and DeSoto ISD agree to a \$10,000 payment and \$2,500 contributed in kind, included, but not limited to, guest speakers at events such as the Female Leadership Forum and Male Leadership Symposium and support of college and career readiness programs such as the College Boot Camp.

13.1. Year two of the agreement will be determined following the ROI after year one but no later than March 31, 2018.

On this day and year first above written, the parties hereto have executed this Agreement.

~~METHODIST CHARLTON MEDICAL CENTER~~ [REDACTED]

Business Name: UNT Dallas

Contact Name: [REDACTED]

Address: 7300 University Hills Blvd.

City, State, Zip: Dallas, Texas 75241-4605

Phone: [REDACTED]

Cell: [REDACTED]

[REDACTED]

DESOTO ISD

Contact Name: [REDACTED]

Address: 200 E. Belt Line Road

City, State, Zip: DeSoto, Texas 75115

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

[REDACTED]

ATTACHMENT A
Advertising Rate Card

Eagle Partnership
(\$12,500/year for 5 years)

PERMANENT SIGNAGE

FOOTBALL VIDEOBOARD

One (1) Eagle partner recognition on the front of the display 4'h x 8'w

STADIUM CONCESSIONS SIGNAGE

Two (2) Eagle Partner Recognition Concessions Size 10"h x 5'3"w

GUEST PRESS BOX (EAGLE DRIVE)

One (1) Eagle Partner Recognition Size 8'h x 8'w

ENTRANCE WELCOME SIGNAGE

Two (2) Eagle Partner Recognition Size (Gate A and Gate B) 10"h x 2'6"w OR 10"h x 1'6"w

SECTION WAYFINDER

One (1) Eagle Partner Recognition Size 10"h x 2'9"w

BASEBALL/SOFTBALL TICKET BOOTH SIGNAGE

One (1) Eagle Partner Recognition Size 5"h x 10"w

BASEBALL/SOFTBALL ENTRANCE SIGNAGE

One (1) Eagle Partner Recognition Size 1'h x 1'9"w

SOFTBALL BLEACHER BACK SIGNAGE

One (1) Eagle Partner Recognition Size 10"h x 2'3"w

BASEBALL BLEACHER BACK SIGNAGE

One (1) Eagle Partner Recognition Size 1'h x 3'3"w

DIGITAL CONTENT

VIDEOBOARD at home regular season Varsity Football Games

One (1) Pre-Game Animated partner logo per regular season home varsity football game

Five (5) In-Game animated partner logo per regular season home varsity football game

One (1) Post-Game Animated partner logo per regular season home varsity football game

Four (4) instant replay tags per regular season home varsity football game

One (1) :30 in-game Commercial per game (sponsor-supplied) per regular season home varsity football game

One (1) Static Logo per regular season home varsity football game

MULTI-MEDIA INVENTORY

PROMOTIONS

One (1) Game Day Sponsorship/Kiosk opportunity per season (excluding Homecoming)

Two (2) Customized PA announcements when advertiser has their game-day sponsor night

One (1) Kiosk opportunity at all regular home varsity football games

Two (2) Standard PA's thanking sponsors for involvement per regular season home varsity football game

MULTI-MEDIA

One (1) Logo and link on the DeSoto Admin. AND athletic website

One (1) Banner ad on DeSoto ISD website

Two (2) minutes of text exposure every hour, every day on ISD and Athletic Marquee

HOSPITALITY

One (1) suite* in press box at one (1) regular home season game,
prefer use on Game Day Sponsor day

Four (4) Reserved Season Ticket

One (1) Parking Pass

* If suite needed by radio/TV, Eagle Partners will be relocated to Press Box

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.