

**Elmira High School
PARTNERSHIP AGREEMENT**

This Agreement entered this _____ day of _____, _____, by and between _____ hereinafter referred to as “School”, and _____, hereinafter referred to as “Partner”, hereby agree as follows:

1. Terms and Conditions. Under the terms and conditions herein set forth, School grants advertising rights to the Partner as stipulated in Attachment A (EHS Partnership Package Form)—Check one below.
 - 1.1. Gold: _____
 - 1.2. Purple _____
 - 1.3. White _____
 - 1.4. Baseball or Softball sign only _____
2. Payment. Payments shall be made to the order of “Elmira High School” and will cover all elements identified in Attachment A.
3. Term of Agreement. The period of this agreement shall be for an initial term of _____ (#) years, effective _____ through _____ with first right of refusal/renewal to extend additional years, as detailed in Item 4.
4. First Right of Refusal/Renewal. Partner shall have the right of first refusal and/or renewal to negotiate a new agreement, with respect to Advertising Rights and Conditions, and other terms and conditions, satisfactory to both parties, to extend this agreement for an additional _____ (#) years. Partner to notify School, in writing, no less than 60 days prior to expiration of Agreement to exercise first right of refusal and/or renewal.
5. Assignment. This agreement shall not be assigned by the Partner, nor shall Partner grant any other person any of its rights without prior written consent of School.
6. Hold Harmless and Indemnification. Partner agrees to hold harmless and indemnify the School, 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 the School, its officers, agents, or employees.

7. Applicable Law. This Agreement shall be governed by the laws of the State of Oregon. 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 School, 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.

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

PARTNER NAME

Contact name:
Address:
City, State, Zip:
Phone:
Fax:
Email:

Authorized Signature and Title

Date

SCHOOL NAME

Contact name:
Address:
City, State, Zip:
Phone:
Fax:
Email:

Authorized Signature and Title

Date

ATTACHMENT A

*Attach copy of Partnership Package description

*Attach copy of Sponsorship Order form