

Sponsorship/Advertising Agreement

This Sponsorship/Advertising Agreement, hereinafter referred to as "Agreement", is entered into this 25th day of August 2025 by and between the Dallas Center-Grimes Community School District, hereinafter referred to as "District", and Willis Automotive, hereinafter referred to as "Sponsor".

In consideration of the mutual promises contained herein, the District and Sponsor hereby agree as follows:

1. Terms and Conditions. Under the terms and conditions herein set forth, the District grants sponsorship/advertising rights to the Sponsor as stipulated in Attachment A. All advertising displayed under this Agreement shall conform to applicable laws and the District's policies on advertising. No advertising that advertises products or services that are illegal for minors or which is otherwise not suitable for students is permitted. All advertising shall be subject to review and approval by the District.

Willis Automotive has selected the "Mustang Package," which allows for sponsorship locations on the west bleachers at the high school football complex, the entrance area at the high school football complex, a portion of the area behind the home bleachers, above the trophy case in the high school gymnasium and one of the stairwells in the high school gymnasium. Willis Automotive is also able to provide a 30-second video to be played at sporting events in the DCG High School Gymnasium.

2. Payment. Sponsor shall make payment to the order of the Dallas Center-Grimes Community School District as a single payment in the amount of \$5,000 due on or before September 1, 2025. The payment of \$5,000 will be due on or before September 1 during each year of the contract. The sponsor will also be responsible for the cost and installation of promotional materials. These payments will be approved after cost estimates have been agreed upon.

3. Term of Agreement. The period of this Agreement shall be for an initial term of 4 years, effective September 1, 2025 through September 1, 2029, with first right of refusal/renewal to extend for additional years, as detailed in Item 4.

4. First Right of Refusal/Renewal. Sponsor shall have the right of first refusal and/or renewal to negotiate a new agreement, with respect to advertising rights and other terms and conditions, satisfactory to both parties, to extend this agreement for an additional to be determined number of years. Sponsor shall notify the District, in writing, no less than 180 days prior to the expiration of the initial term of this Agreement of Sponsor's intent to exercise its first right of refusal and/or renewal.

5. Assignment. This Agreement shall not be assigned by the Sponsor, nor shall the Sponsor grant any other person any of its rights hereunder without the prior written consent of the District.

6. **Hold Harmless and Indemnification.** The Sponsor agrees to hold harmless and indemnify the District, its directors, officers, agents, and employees, from and against any and all claims, actions, suits, damages, liabilities, losses, expenses (including reasonable attorney fees) or other proceedings which may arise as a result of the Sponsor's acts or omissions or the advertising/sponsorship hereunder. This section does not require Sponsor to be responsible for any claims or damages arising solely from acts or omissions of the District, its directors, officers, agents, or employees.

7. **No Warranty.** The District makes no warranty of any kind to Sponsor under this Agreement, including but not limited to, any warranty as to the number of viewers in any audience to which the advertising or sponsorship will be displayed or viewed.

8. **No Endorsement.** The District by entering into this Agreement does not endorse the Sponsor or the products/services the entity provides, and the District is under no obligation to refer employees or students who may be in need of such products/services to the Sponsor.

9. **Applicable Law.** This Agreement shall be governed by the laws of the State of Iowa. If any provision of this Agreement is or becomes unenforceable, the other provisions shall remain valid and enforceable to the maximum extent possible. Any dispute arising under this Agreement shall be maintained in Dallas County, Iowa.

10. **Recovery.** In the event that it becomes necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under this Contract, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney's fees and all expert fees incurred during pre-suit collection attempts, suit and post judgment, appeal or settlement collection. The obligations in this section shall survive termination of this Agreement.

11. **Nondiscrimination.** It is mutually agreed that there shall be no illegal discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, sex, sexual orientation, age, or disability.

12. **Default.** If Sponsor fails to pay when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after Sponsor receives written notice of the default from the District, 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. In addition, this Agreement shall automatically terminate if Sponsor ceases to exist. Upon termination, all rights and obligations of the parties under this Agreement shall cease.

13. **Performance/Waiver.** 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.

14. **Notice.** All notices given under this Agreement shall be in writing and deemed to be delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid, and addressed to the party as set forth in this Agreement.

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

SPONSOR NAME Willis Automotive
Contact name: Josh Dreyer
Address: 2121 NW 100th Street
City, State, Zip: Des Moines, IA 50325
Phone: 515-253-9600
Email: jdreyer@willisauto.com



08.19.25

By Josh Dreyer, Executive Vice President, Marketing
Authorized Signature and Title Date

Dallas Center-Grimes Community School District
Contact name: _____
Address: _____
City, _____
Phone: _____
Fax: _____
Email: _____

By _____
Board President Date

ATTACHMENT A
TERMS AND CONDITIONS

Sponsor will, within the timeframe designated by the Dallas Center-Grimes Community School District, submit artwork approved by the Dallas Center-Grimes Community School District to be displayed in the locations detailed in the contract." Sponsor will be responsible for any and all costs associated with the Sponsor's artwork, which requires the advertising or other display to be modified or replaced.

Nothing herein or in the Agreement shall be construed to limit the Dallas Center-Grimes Community School District's ability to sell, at its sole and absolute discretion, additional advertising space available in the specified locations not occupied by Sponsor, to other entities.