

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (“Sponsorship Agreement”) is made and entered into by Central York School District (“School District”), a school district with administrative offices at 775 Marion Road, York, PA 17406, and UPMC (“Sponsor”), with an address of 600 Grant Street, 58th Floor, Pittsburgh, PA 15219.

Background

The School District’s Board of School Directors has adopted a policy governing the promotion, display, and sale of commercial products as well as advertisements promoting commercial interests on School District property and within School District buildings. In accordance with such policy, the School District has developed an approved form Sponsorship Agreement providing for commercial advertising by groups, businesses and companies on School District property in exchange for the payment of sponsorship fees. The goal of such Sponsorship Agreements is to benefit students and taxpayers by generating private financial support for the School District and its educational programs.

Now, therefore, with the intent to be legally bound, the parties hereto agree as follows:

Terms and Conditions

1. **Promotional Rights, Sponsorship Fees and Time Frame.** Subject to the terms and conditions of this Sponsorship Agreement, the School District hereby grants and sells to Sponsor, and Sponsor hereby purchases and accepts from the School District, certain commercial sponsorship rights for a specified period of time in exchange for the payment of sponsorship fees by Sponsor, as described in Appendix A attached hereto and incorporated herein.
2. **Term.** The term of this Sponsorship Agreement shall be for a period of three (3) years commencing on September 1, 2026, and ending on August 31, 2029, unless terminated sooner in accordance with the provisions of this Sponsorship Agreement. Either party may terminate this Agreement without penalty or charge upon reasonable prior written notice to the other party. In the event either party terminates this Agreement prior to the conclusion of the sponsorship commitment period, the School District shall return a pro-rata portion of any sponsorship funds paid for the unexpired portion of the sponsorship period. In the event of early termination, any static display previously installed under this Agreement shall be promptly removed and other benefits returned or rescinded.
3. **Responsibility for Advertising.** The parties have the following responsibilities regarding advertising materials under this Sponsorship Agreement:

- a. **Sponsor.** Sponsor is responsible for procuring and supplying the content, layout and design of all advertising materials contemplated by this Sponsorship Agreement and for submitting all such materials to School District for approval as required by Section 8 below.
 - b. **School District.** The School District shall be responsible to install, maintain and remove all displays, advertisements or other promotional materials required as part of this Sponsorship Agreement. All advertising materials that are damaged must be replaced, repaired or removed in a timely fashion by the School District.
- 4. **Sponsorship Fees.** This Sponsorship Agreement shall identify the following with respect to sponsorship fees paid by the Sponsor: (i) the total amount of the sponsorship fees to be paid by the Sponsor, (ii) the amount and timing of payments to be made by Sponsor. The School District shall prepare and submit invoices in a timely manner to Sponsor for payment and collection of the sponsorship fees as set forth in Appendix B, attached hereto and incorporated herein.
- 5. **Mandatory Conditions Applicable to Advertising.** All advertising associated with this Sponsorship Agreement shall comply with the following conditions:
 - a. Advertising will not be displayed inside classrooms or in any other area that may be disruptive to student learning. For purposes of this section, the term “classroom” does not include any school’s auditorium, cafeteria, gymnasium, library, performing arts center or athletic fields/facilities.
 - b. Advertisements shall not be disruptive or jeopardize the safety of students, staff and/or the public by their content or physical properties.
 - c. Advertising must comply with all laws, regulations and administrative agency rules of the federal, state and local governments, including those applicable to intellectual property rights (such as copyrights, trademarks, trade names and patents).
 - d. No sponsor shall be permitted to use the School District’s intellectual property (i.e. team names, slogans, logos, or designs constituting trademark or service marks whether or not registered) unless such use is identified in an approved Sponsorship Agreement or approved in writing by the School District.
 - e. Advertising must be in compliance with all School District policies, procedures, rules and guidelines, including those specifically applicable to Sponsorship Agreements and non-discrimination, and sponsor agrees it has had opportunity to request and review such policies, procedures, rules and guidelines.
- 6. **Exclusivity.** UPMC shall remain the exclusive healthcare-related sponsor featured at Panther Stadium and the Central York High School Gymnasium.

7. Provisions Regarding Advertising Copy and Signage

- a. **Preparation.** Unless otherwise provided in Appendix A, Sponsor shall be responsible, at its sole cost and expense, for the design of all advertising copy to be used pursuant to this Sponsorship Agreement.
- b. **Installation and Removal of Advertising Signage.** The School District shall be responsible for the cost of the initial Production, install and removal of all advertising signage.
- c. **Maintenance.** Following initial installation of advertising signage, the School District shall be responsible for maintaining the signage in good and attractive order, repair and condition throughout the term identified in Appendix A hereto.
- d. **Display.** All advertising signage provided for in this Sponsorship Agreement shall be displayed during all events open to the general public held at the locations specified in Appendix A during the term of this Sponsorship Agreement, unless such advertising is prohibited for a specific event by federal, state or local laws, or regulations. Except as otherwise provided in the immediately preceding sentence, no advertising signage shall be removed, covered, or intentionally obstructed for any purpose during an event (other than an obstruction caused solely by the erection of facilities or equipment necessary for the conduct or performance of an event) without the prior written consent of Sponsor.
- e. **Installation of Replacement Advertising Signage.** Sponsor shall have the right to have School District replace advertising signage during the term of this Sponsorship Agreement, at the Sponsor's sole cost and expense, subject to the replacement signage being of the same size and character as the original signage and the School District's right of approval pursuant to Section 8 below.

8. Approval of Advertising Copy. The design, layout, elevation, configuration, and content of all advertising copy displayed pursuant to this Sponsorship Agreement shall be subject to the School District's approval. The School District may find advertising copy to be unacceptable if in good faith it determines that the advertising copy (i) violates any requirements of this Sponsorship Agreement, (ii) is of substandard technical quality, (iii) does not conform to School District's previously stated design preferences, (iv) is not commercial in nature, (v) is not in keeping with standards of good taste, (vi) is not appropriate for school-aged children, or (vii) seeks to promote, encourage or engage in any of the following:

- a. Support any non-commercial message or position
- b. Make false, misleading, deceptive or unwarranted statements or claims
- c. Infringe upon another persons' rights through plagiarism, unfair imitation of another person's program idea or copy, or any other unfair competition
- d. Disparage a competitor or a competitor's products or services

- e. Contain slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matters, either in theme or in treatment
- f. Appeal for funds
- g. Contain testimonials that cannot be authenticated
- h. Declare or imply an endorsement by the School District of any service, product or point of view
- i. Promote the sale or use of alcohol or tobacco products, or
- j. Promote unlawful or illegal goods, services or activities

Sponsor shall have the right to modify advertising copy throughout the term of this Sponsorship Agreement, subject to the School District's right of approval pursuant to the foregoing process and standards.

9. **Retained Rights to Intellectual Property.** Sponsor's intellectual property displayed on its advertising copy, and all trademark rights or copyrights in such advertising copy, shall be and remain the sole and exclusive property of Sponsor. Throughout the term of this Sponsorship Agreement, Sponsor grants the School District a non-exclusive limited license to publish, distribute and display Sponsor's intellectual property on advertising copy or on any other items or materials consistent with the terms and purposes of this Sponsorship Agreement.

Any and all advertising or promotional material displayed or distributed by Sponsor pursuant to this Sponsorship Agreement in conjunction with the School District intellectual property (i.e. displaying School District's name, logos, trademarks, or service marks) shall be subject to the prior written approval of School District, and, if approved, shall be subject to the grant of a non-exclusive limited license that automatically expires upon the expiration or termination of this Sponsorship Agreement. The School District's intellectual property (including without limitation any such intellectual property that is displayed in Sponsor's advertising copy with the permission of the School District) shall be and remain the sole and exclusive property of the School District.

No party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of another party to this Sponsorship Agreement without that party's prior written consent.

10. **School District Approval Required for any On-Site Promotional Activity.** Any promotional activity (including presentations or programs) on School District Property requested by the Sponsor should be identified in Appendix A, so that it may be approved as part of this Sponsorship Agreement. Sponsor shall not engage in promotional activity on School District property that is not expressly identified in Appendix A without written consent by the School District, which shall have sole discretion on whether to approve such activity.

11. **“Make Good” Activity.** If an advertising or promotional activity identified in Appendix A does not occur as contemplated due to unforeseen circumstances or events beyond the control of School District or the Sponsor, the parties may mutually agree upon a “make good” advertising or promotional activity to compensate for the non-occurrence of the scheduled activity. A “make good” activity must be scheduled to occur during the term of this Agreement.
12. **Termination.** If a party breaches its obligation hereunder, the non-breaching party shall have the option to immediately cease all performance under this Sponsorship Agreement and (without prejudice to any other legal rights) may terminate this Sponsorship Agreement if such breach is not cured within fifteen (15) days of its receipt of notice by the non-breaching party. Further, the School District reserves the right to terminate this Sponsorship Agreement without cause if its Board of School Directors determines, in its sole discretion, that terminating the contract is in the best interest of the School District. Should the School District terminate the contract without cause, the School District shall return to Sponsor the prorated amount of sponsorship fees paid for the current contract year.
13. **Release, Indemnification, No Representation**
- a. **By Sponsor.** Sponsor hereby assumes full and complete responsibility and liability for the content of all its advertising copy, and for all other work performed or required to be performed by Sponsor under this Sponsorship Agreement and agrees that all of the foregoing shall be at Sponsor’s sole risk. Sponsor agrees to defend, indemnify, and hold harmless the School District (including its present and future board members, officers, administrators, employees, stakeholders, other representatives, successors, and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns) from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (including, without limitation, attorneys’ fees and the costs of any legal action) arising out of (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by Sponsor, (ii) the character, content, and subject matter of any advertising copy displayed by Sponsor, (iii) the design of Sponsor’s advertising or signage; and (iv) any breach of this Sponsorship Agreement by Sponsor. Sponsor fully and forever waives, discharges, and releases the School District from any and all losses, liabilities, damages, claims, demands, suits, and judgments (including without limitation, attorneys’ fees and the costs of any legal action) arising out of or related to any matter described in clauses (i) and (iv) above.

- b. **No Oral or Implied Representations.** Sponsor acknowledges that all terms and conditions of this Sponsorship Agreement are in writing as fully set forth in this document and Appendix A attached hereto. The School District shall not be bound by any oral or implied agreements, warranties or representations purportedly made to Sponsor by the School District.
14. **Assignment.** Sponsor shall not have the right or power to assign any of their rights or obligations under this Sponsorship Agreement to any other party without the prior written consent of the School District in its sole discretion. The School District shall not assign any of its rights or obligations under this Sponsorship Agreement to any other party without the prior written consent of Sponsor. Subject to the foregoing, this Sponsorship Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.
15. **Governing Law.** The validity, interpretation and performance of this Sponsorship Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law principles. The parties agree the exclusive venue for any legal proceedings that may be instituted by the parties in connection with this Sponsorship Agreement shall be in the York County Court of Common Pleas.
16. **Force Majeure.** Both parties shall be excused from non-performance of obligations hereunder in the event of a Force Majeure. A Force Majeure event shall mean and include any event or cause beyond a party's reasonable control (including, but not limited to fire, flood, pandemic, explosions, damage by third parties, whether negligently or intentionally caused, strikes, work stoppages, picketing, lockouts and/or any other concerted action by any employees or any labor organization, acts of God or other casualties, the laws or actions of any governmental authority, or any other event or cause that is beyond a party's reasonable control), which renders a party unable to fulfill its obligations pursuant to this Sponsorship Agreement.
17. **Notices.** All notices or other communications that are required or contemplated by this Sponsorship Agreement shall be in writing and delivered at the addresses identified in the opening paragraph hereof unless otherwise directed by a party. All notices concerning termination of this Sponsorship Agreement shall be sent by United States certified or registered mail, return receipt requested, or by any other means of delivery that generates a signed receipt.
18. **Merger Clause.** This Sponsorship Agreement (including any attached exhibits) is the final, complete, and exclusive statement and expression of the agreement among the

parties hereto with relation to the subject matter hereof, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Sponsorship Agreement. This Sponsorship Agreement supersedes and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind.

19. **Representations and Warranties of Sponsor.** Sponsor does hereby represent and warrant that it owns or has the right to use all trademarks, brand logos, label designs, product identification, decals, and artwork displayed in its advertising copy and on signage to be displayed pursuant to this Sponsorship Agreement.
20. **No Waiver.** No delay of or omission in the exercise of any right, power, or remedy accruing to any party under this Sponsorship Agreement shall impair any such right, power, or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy.
21. **Severability.** In case any provision of this Sponsorship Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Sponsorship Agreement. The validity, legality, and enforceability of the remaining provisions of this Sponsorship Agreement shall not in any way be affected or impaired thereby.
22. **Counterparts.** This Sponsorship Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Sponsorship Agreement to be duly executed by an authorized representative as of the day and year first written above.

2 the Tee Outfitters:

By: _____

Date: _____

Title: _____

CENTRAL YORK SCHOOL DISTRICT

By: _____

Date: _____

Title: _____

APPENDIX A

COMPREHENSIVE SPONSORSHIP PACKAGE

Panther Partnership Perks

- Logo placement and website link on the Panther Partnership portion of the District Website
- Social Media announcement recognizing your organization as a Panther Partner
- PA recognition during Central York Athletic Events
- Invitation to set up marketing table at any Central York home sporting event and select performances
- Behind-the-scenes tour of Panther Stadium and District facilities for your team
- Panther Partner signage to display at your business
- Invitation to set up a display at the District's Opening Day event
- Sponsor name included on a rotating Panther Partner recognition slide displayed on select digital screens during Central York events (stadium, gymnasium, natatorium)
- Annual District social media post listing all sponsors

Premium Panther Partners Bundle Perks

- Premier logo placement and website link on the Panther Partnership portion of the District Website
- Opening remarks at one home sporting event of choice per season season at the appropriate venue
- Dedicated sponsor logo slide displayed on select digital screens at the sponsored facility during events, when available (stadium, gymnasium, natatorium)

UPMC Field at Panther Stadium Asset Specs

Top Scoreboard Panel

- 36'w x 2'h

Press Box Signage

- 54'w x 12'h

Away Bleacher Windscreen

- 12'w x 45'h

Soccer Fence Windscreen

- 12'w x 45'h

Tennis Fence Windscreen

- 12'w x 45'h

Concession Stand Signage

- 16'w x 13"h
- 6'w x 4'h

UPMC Gymnasium at Central York High School

Entrance Door Signage (x2)

- 6'w x 18"h

Large Scoreboard Panel

- 14'6"w x 18"h

Basketball Court Decal (x2)

- 5'w x 3'h

Wall Signage behind Scorer's Table

- 10'w x 17"h

Mid-level magnetic i-beam signs (x2)

- 4'w x 16"h

Athletic hallway window clings (x2)

- 34"w x 20"h

APPENDIX B
PAYMENT SCHEDULE

September 2026: \$12,000

January 2027: \$12,000

June 2027: \$24,000

June 2028: \$24,000