

Frederick County Public Schools
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COMMUNITY RELATIONS

COMMERCIAL ADVERTISING LEASE AGREEMENT

This Lease Agreement between Frederick County Public Schools (hereinafter referred to as "FCPS") and _____ (Name of Lessee/Advertiser) (hereinafter referred to as Lessee/Advertiser") becomes effective on the date the Lease Agreement is signed by both parties.

For and in consideration of the monetary amounts set forth herein, Frederick County Public Schools will lease to Lessee/Advertiser the venue(s) described herein which shall be used solely for the display of an advertising message which complies with the requirements of Policy 622P, Community Relations- Commercial Advertising and Regulation 622R, Community Relations- Commercial Advertising and other applicable School Board policies or regulations, as determined by FCPS.

- I. Leased Venue: (list exact location and placement of advertising message(s))
- II. Term/Duration of Lease: This Lease Agreement shall begin within five business days of receipt of payment or _____ (date), whichever is later and shall terminate at the close of business on _____(date).
- III. Consideration: Lessee/Advertiser shall pay the amount of \$_____ at or by the time of signing to lease the stipulated venue which may be used solely for display of the advertisement(s) which is/are the subject of this Lease Agreement. Failure of Lessee/Advertiser to timely pay such consideration shall result in the cancellation of this Lease Agreement and immediate removal of the advertisement(s).
- IV. Content/Design of Advertising Message: A copy of the message and description/design layout of any sign, banner, insert, circular, or other display of said message which shall be located in the leased venue shall be attached and incorporated into this Lease Agreement. Such description, which shall include the colors, logo, lettering, full message and dimensions, must be provided, approved, and initialed by FCPS prior to entering into this Lease Agreement. The subject of such advertising must comply with the Requirements of Regulation 622R, Community Relations- Commercial Advertising.

If the designated and approved advertisement is to be placed upon any FCPS website or Internet location, it must comply fully with Regulation 622R, Community Relations- Commercial Advertising; Policy 323P, Instruction- Computer and Network Use; Regulation 323R, Instruction- Computer and Network Use; Policy 567P, Personnel- Computer and Network Use; Regulation 567R, Personnel- Computer Network and Internet Use; and include all disclaimers required by those policies and regulations.

- V. School Board Policies and Regulations: Lessee agrees to abide by all applicable School Board policies and regulations, and agrees that FCPS reserves the right to determine in its sole discretion whether Lessee/Advertiser is, and/or remains in, compliance with the same.

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- VI. Right to Suspend or Cancel Lease and Remove Advertisement: FCPS shall have the right, at any time and without prior notice, to suspend or cancel this Lease Agreement and immediately remove any advertisement from FCPS venues at the cost of the Lessee and with no refund of monies paid, should, in the sole judgment of FCPS:
- (a) Lessee/Advertiser violates applicable School Board policies and regulations;
 - (b) The content or design of the advertisement varies from the content or design previously approved by FCPS; or
 - (c) Sufficient cause exists, as determined by FCPS, that the advertisement causes or may cause disruption to the operation of FCPS or any of its programs, or may generate controversy which is inappropriate to a school audience or inconsistent with the curricula and educational mission of FCPS.
 - (d) Sufficient cause exists, as determined by FCPS, to suspend or cancel this Agreement when the individual, corporation, foundation, association or entity entering into this Lease Agreement, or any principal, agent or employee or associate thereof, is charged with a felony or a crime of moral turpitude, or has participated in any other disreputable behavior which would or may have a negative reflection or would or could bring discredit upon FCPS, its students or staff.
- Any decision to suspend or cancel this Lease Agreement and/or to remove advertising may be appealed to the superintendent or the superintendent's designee.
- VII. Use of FCPS Name, Logo, and/or Mascot: Lessee/Advertiser shall have the right to use the name, mascot and logo of FCPS, or a FCPS school, department, team, program, club or other extracurricular activity in the content of the advertisement which is the subject of this Lease Agreement, during the term of the Lease Agreement only, and as approved by FCPS. However, Lessee/Advertiser shall not promote the sale of any merchandise, goods, or services in any manner which suggests that Lessee/Advertiser or Lessee/Advertiser's merchandise, goods, or services are approved or endorsed by FCPS or any FCPS school, department, team, program, club or other extracurricular activity.
- VIII. Lessee/advertiser acknowledges that it does not have the right to use the names, signatures, photographs, or likenesses of any FCPS student in connection with any commercial product or service. Similarly, lessee/advertiser agrees not to use the name of Frederick County Public Schools or any individual school or department thereof, in connection with a commercial product or service unless specifically approved by FCPS.
- IX. Cancellation of Events: In the event that any regularly scheduled event organized by FCPS does not take place for any reason, this Lease Agreement shall remain in full force and effect.
- X. Condition of Leased Venue: Lessee/Advertiser agrees to leave the leased venue in the same condition as when the venue was first leased, normal wear and tear excepted.

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XI. Limitation of Liability and Remedies:

(a) FCPS shall not be liable for errors in any advertisement. Lessee/Advertiser's sole remedy shall be to request in writing a correction to be made within five business days of receipt of said request.

(b) Lessee/Advertiser assumes full responsibility and liability for all materials submitted, printed and published pursuant to this agreement and shall indemnify the Frederick County School Board and staff and hold harmless against all demands, claims or liability related to or arising from such materials or related to any allegation that content infringes on the intellectual property rights of a third party.

(c) Lessee/Advertiser recognizes and acknowledges that the advertising material will be located in a public place and that FCPS cannot and will not be responsible for any damage suffered. Lessee/Advertiser expressly waives all rights to assert any claim for damages against the Frederick County School Board or individual Frederick County Public Schools. Accordingly, Lessee/Advertiser expressly accepts the risk of and agrees to be solely responsible for any damage suffered by the advertising material no matter the cause.

XII. Miscellany:

(a) No Joint Venture: This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between FCPS and Lessor/Advertiser.

(b) Invalidity: The determination that any provision of this Lease Agreement is invalid or unenforceable shall not invalidate this Lease Agreement, which shall then be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

(c) Governing Law: This Lease Agreement is subject to and shall be construed in accordance with the laws of the Commonwealth of Virginia. Both parties agree that jurisdiction shall lie only in the state and federal courts located in Virginia.

(d) Non-Assignment: This Lease Agreement may not be assigned to any other party, including any successor-in-interest to Lessor/Advertiser.

(e) Complete Agreement: This Lease Agreement represents the entire agreement between the parties and supersedes all other agreements, express or implied, whether written or oral.

Advertiser/Lessee:

[Name of Business or Entity]

By:

Name:

Title:

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Lessor:

FREDERICK COUNTY PUBLIC SCHOOLS

By:

Name:

Title:

Adopted: June 15, 2011

Amended: July 2, 2018