

# GRAND VALLEY BOARD OF EDUCATION

## December 18, 2023 Regular Meeting Board Summary

### GVHS Students of the Month December 2023

Senior - Halen Crouch; Junior - John Foss-Peters; Sophomore - Anthony Eason; Freshman - Aidan Muro



**REGULAR BOARD MEETING** – Monday, December 18, 2023 – 6:00 p.m. – Grand Valley High School Study Hall

**ROLL CALL:** Richard Jackson, Dr. Amanda Dolan, Tim Keeney

**ABSENT:** Bill Thomas and Christa Yuhasz

**PLEDGE TO FLAG:**



**BRIEFINGS:**

#### 1. **DECEMBER STUDENTS OF THE MONTH (SOTM)**

##### **GVHS**

Freshman – Aidan Muro  
Sophomore – Anthony Eason  
Junior – John Foss-Peters  
Senior – Halen Crouch

##### **GVMS**

5<sup>th</sup> Grade – Spencer Plott  
6<sup>th</sup> Grade – Vivienne Tackett  
7<sup>th</sup> Grade – Brooke Tolla  
8<sup>th</sup> Grade – Nicholas Barbieri Jr.

##### **GVES**

Kindergarten – Bryson Hammon  
1<sup>st</sup> Grade – Joey Brenner  
2<sup>nd</sup> Grade – Julieanna Dushaj  
3<sup>rd</sup> Grade – Wyatt Shreve  
4<sup>th</sup> Grade – Rayelle Howser

2. Bond Reduction Conversation
3. David Thomas, County Auditor
4. Governor’s Merit Scholarships
5. LED Lighting
6. School Safety
7. Macy’s Day Parade – Timothy Carlson
8. Christmas Carol High School
9. Coats for Kids – Deliarose Marroquin
10. Recognitions

**LEGISLATIVE UPDATES:**

**APPROVAL OF MINUTES:**

Motion by Mr. Keeney and seconded by Dr. Dolan to approve the minutes of the November 20, 2023 regular meeting, and to waive the reading of the same.

ROLL CALL: Dr. Dolan aye, Mr. Keeney aye, Mr. Jackson aye

MOTION CARRIED

**TREASURER’S REPORTS:**

- A. Disbursements for November, 2023
- B. Financial Reports for November, 2023
- C. Investments for November, 2023
- D. Student Activity Appropriation adjustments for November, 2023 in the amount of \$7,207.75

Motion by Dr. Dolan and seconded by Mr. Keeney to approve the disbursements, financial reports, investments and student activity appropriation adjustments for November, 2023.

ROLL CALL: Mr. Keeney aye, Mr. Jackson aye, Dr. Dolan aye

MOTION CARRIED

**PERSONNEL RESOLUTION ITEMS:**

Motion by Mr. Keeney and seconded by Dr. Dolan to approve the following personnel resolution items as recommended by the superintendent:

1. Employ the following teacher under a one-year limited teaching contract for the remainder of the 2023-2024 school year pending proper certification and credentials effective January 3, 2024. Salary as per negotiated salary schedule.

***Benjamin Pickard***                      K-12 Music Teacher

2. Employ the following certified staff for the designated one-year limited supplemental contract for the remainder of the 2023-2024 school year effective January 3, 2024. Salary as per negotiated salary schedule.

***Benjamin Pickard***                      Middle/High School Band Director

3. Amend the resolution that was Board approved at the September 18, 2023 meeting of the following individual for the 2023-2024 school year to Monday-Friday (instead of Monday-Thursday) effective December 1, 2023. Salary as per negotiated salary schedule.

***Amanda Hollingsworth***, Aide (Transportation) Bus #15  
Monday-Friday: Approximately 2 hours AM

4. Due to the lack of interested and qualified certified personnel within the Grand Valley School System, employ the following individual on a one-year limited pupil activity contract for the 2023-2024 school year pending satisfactory completion of all requirements effective January 3, 2024. Salary as per negotiated salary schedule.

***James Stanley***                      Event and Technical Director (prorate)

5. Due to the lack of interested and qualified certified personnel within the Grand Valley School System, employ the following individual on a one-year limited pupil activity contract for the 2023-2024 school year pending satisfactory completion of all requirements. Salary as per negotiated salary schedule.

***William Poyer***                      Softball J.V. Coach

6. Approve the following individual as substitute for the 2023-2024 school year pending training and meeting substitute employment requirements effective December 11, 2023.

**Kimberly Watson** Aide (Transportation)

7. Approve the following individual as substitute for the 2023-2024 school year pending training and meeting substitute employment requirements.

**Audrianna Byler** Aide (Transportation), Cook, Custodian

ROLL CALL: Mr. Jackson aye, Dr. Dolan aye, Mr. Keeney aye

MOTION CARRIED

**RESOLUTION TO ENTER INTO A 3-YEAR CONTRACT FOR GROUNDS MOWING & TRIMMING FOR THE 2024, 2025 & 2026 SEASONS:**

Motion by Dr. Dolan and seconded by Mr. Keeney to enter into a 3-year contract with Old Fashion Lawn Care LLC for grounds mowing & trimming for the 2024, 2025 & 2026 seasons in the amount of \$124,981.64 (\$41,660.55 per season).

ROLL CALL: Dr. Dolan aye, Mr. Keeney aye, Mr. Jackson aye

MOTION CARRIED

**RESOLUTION APPROVING A NAMING RIGHTS AGREEMENT FOR THE STADIUM IN THE FORM ON FILE WITH THE TREASURER:**

Motion by Mr. Keeney and seconded by Dr. Dolan to approve a resolution approving a Naming Rights Agreement as edited for the stadium in the form on file with the Treasurer.

WHEREAS, the District, is engaging in improvements to its Athletic Stadium; and

WHEREAS, the District advertised the availability of naming rights and received the best proposal from the Reel Auto Group.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Grand Valley Local School District, County of Ashtabula, Ohio, that:

Section 1. The Treasurer and President of the Board of Education are authorized to sign a Naming Rights Agreement in the form on file with the Treasurer and with such changes as they may agree to that are not adverse to the School District.

Section 2. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were held, in meetings open to the public, in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

**“Naming Rights Agreement” See Exhibit A.**

ROLL CALL: Mr. Keeney aye, Mr. Jackson aye, Dr. Dolan aye

MOTION CARRIED

**RESOLUTION AUTHORIZING TO ADVERTISE FOR BIDS FOR THE ACQUISITION OF STADIUM IMPROVEMENTS IN A MANNER CONSISTENT WITH THE OHIO REVISED CODE:**

Motion by Mr. Keeney and seconded by Dr. Dolan to approve a resolution authorizing the Treasurer to advertise for bids for the acquisition of stadium improvements in a manner consistent with the Ohio Revised Code.

WHEREAS, the District is improving its Athletic Stadium; and

WHEREAS, the District will evaluate procuring field turf and related improvements in a manner consistent with the Ohio Revised Code which may include bidding, participation in a cooperative bidding contract or proposals all as consistent with the Ohio Revised Code and approved by the District’s legal counsel.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Grand Valley Local School District, County of Ashtabula, Ohio, that:

Section 1. The Administration is authorized to acquire Stadium Improvement in a manner consistent with the Ohio Revised Code.

Section 2. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were held, in meetings open to the public, in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

ROLL CALL: Mr. Jackson aye, Dr. Dolan aye, Mr. Keeney aye

MOTION CARRIED

**ADOPT BOARD POLICY/BYLAW REVISION, REPLACEMENT AND ADDITION:**

Motion by Dr. Dolan and seconded by Mr. Keeney to adopt the revision, replacement and the addition of the following Board of Education policies/bylaws as proposed at the November 20, 2023 board meeting.

Policy 0141.2 (Administration)	Revised CONFLICT OF INTEREST
Policy 0164 (Administration)	Revision of NOTICE OF MEETINGS
Policy 2623.02 (Program)	Revised THIRD GRADE READING GUARANTEE
Policy 3120.08 (Professional Staff)	Revision of EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/ EXTRA-CURRICULAR ACTIVITIES
Policy 4120.08 (Classified Staff)	Revision of EMPLOYMENT OF PERSONNEL FOR CO-CURRICULAR/ EXTRA-CURRICULAR ACTIVITIES
Policy 5113.01 (Students)	Revised INTRA-DISTRICT OPEN ENROLLMENT <b>(RESCIND and DELETE)</b>
Policy 5320 (Students)	Revised IMMUNIZATION
Policy 5330 (Students)	Revision of USE OF MEDICATIONS
Policy 5337 (Students)	New CARE OF STUDENTS WITH ACTIVE SEIZURE DISORDERS
Policy 6700 (Finances)	Revision of FAIR LABOR STANDARDS ACT (FLSA)
Policy 7440 (Property)	Revised FACILITY SECURITY
Policy 8120 (Operations)	Revision of VOLUNTEERS
Policy 8210 (Operations)	Revised SCHOOL CALENDAR
Policy 8330 (Operations)	Revision of STUDENT RECORDS
Policy 8600 (Operations)	Revised TRANSPORTATION
Policy 8650 (Operations)	Revised TRANSPORTATION BY SCHOOL VAN
Policy 9160 (Relations)	Revision of PUBLIC ATTENDANCE AT SCHOOL EVENTS
Policy 9211 (Relations)	Revision of DISTRICT SUPPORT ORGANIZATIONS
Policy 9270 (Relations)	Revised EQUIVALENT EDUCATION OUTSIDE THE SCHOOLS & PARTICIPATION IN EXTRA-CURRICULAR FOR STUDENTS NOT ENROLLED IN THE DISTRICT

ROLL CALL: Dr. Dolan aye, Mr. Keeney aye, Mr. Jackson aye

MOTION CARRIED

**MISCELLANEOUS CONSENT RESOLUTION ITEMS:**

Motion by Mr. Keeney and seconded by Dr. Dolan to approve the following miscellaneous consent resolution items:

1. Establish the date and time of January 8, 2024 at 5:30 p.m. in the High School Study Hall for the fiscal year 2025 budget hearing, and 6:00 p.m. for the January organizational and regular Board of Education meeting.
2. Appoint **Dr. Amanda Dolan** to serve as President Pro-Tem and conduct business at the January organizational Board meeting until such time as the Board President is properly elected.
3. Approve the 2024 membership of the Grand Valley Board of Education in the **Ohio School Boards Association** at a cost of \$5,131.00.
4. Accept receipt of \$2,700.00 into fund # 451-9006 of Fiscal Year 2024 One Net Connectivity Funds.
5. Accept the donation of \$1,250.00 from The Ashtabula Foundation to the Mustang Stable Fund # 018-9222.
6. Approve the direct disposal of the following item submitted by Staff. This item will not be placed on the GOVDEALS Auction site due to the fact that it is not in working condition and have no value.

Qty.	Brand Name/Description	Dept.	Location	GV Asset Tag #
1	Acoustic Piano	MS/HS	Room # 71	20136

ROLL CALL: Mr. Keeney aye, Mr. Jackson aye, Dr. Dolan aye

MOTION CARRIED

**ADJOURNMENT: Time: 8:08 p.m.**

Motion by Dr. Dolan and seconded by Mr. Keeney to adjourn the December 18, 2023 regular Board of Education meeting.

ROLL CALL: Mr. Jackson aye, Dr. Dolan aye, Mr. Keeney aye

MOTION CARRIED

Next meeting date: Monday, January 8, 2024 in the Grand Valley High School Study Hall  
5:30 p.m. Public Hearing on the Proposed Budget  
6:00 p.m. Organizational meeting followed by regular meeting

# GRAND VALLEY MIDDLE SCHOOL DECEMBER STUDENTS OF THE MONTH

Grade 5 - Spencer Plott



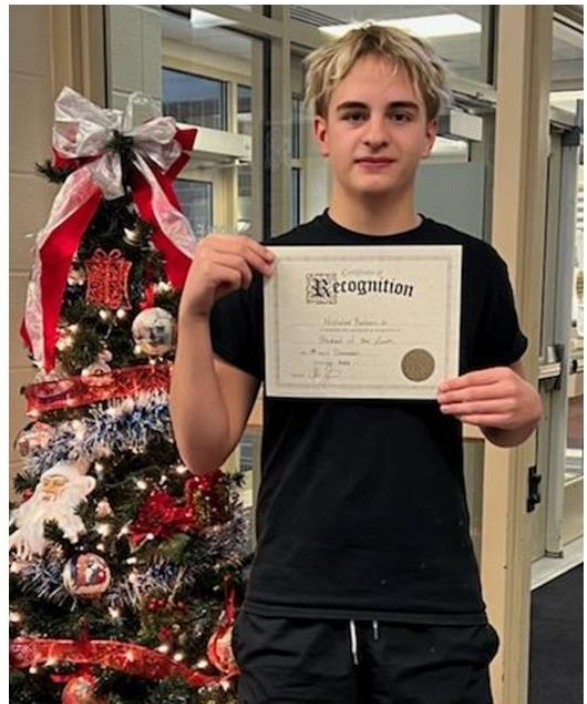
Grade 6 - Vivienne Tacket



Grade 7 - Brooke Tolla



Grade 8 - Nicholas Barbieri Jr.



# GVES STUDENT OF THE MONTH

December 2023



**Kindergarten:** Bryson Hammon

Bryson is a boy who loves to learn! He came to school on day 1 ready to learn to read. He does his best on all his work and is an active learner during lessons! Bryson is a friend to everyone and is the first one to help a friend who is struggling or having a bad day!



**First Grade:** Joey Brenner

Joey is a wonderful first grader! He always gives his best effort when completing his work and is the first to help others. Keep up the good work Joey!



**Second Grade:**

Julieanna Dushaj

Julieanna is our second grade student of the month! She displays all the characteristics of an exceptional student including being kind and caring to her peers, and always being willing to lend a helping hand. She always comes to school with a smile and a positive attitude! She works hard on all her classwork, and gives her absolute best in everything she does! Keep up the great work, Julieanna!



**Third Grade:** Wyatt Shreve

Wyatt is a role model for all of the other students. Wyatt focuses and participates in class. He is responsible. When he misses school, he makes sure to catch up on whatever he missed. He always tries to do his best. When Wyatt finishes his work he never asks, "What should I do now?" he just gets out a book and reads. He is an exceptional student.



**Fourth Grade:** Rayelle Howser

Rayelle Howser was chosen as 4th Grade's Student of the Month! Rayelle was given this honor for all she does for others. Rayelle is quick to offer a helping hand, is the first to volunteer to help her teacher or classmates in the classroom, and is a friend to all. When asked to describe Rayelle, Rayelle's classmates said, "She is nice." "She always likes to help others." "She is very kind and funny. Rayelle is never mean to others." We are proud to select Rayelle as December's Student of the Month!

**NAMING RIGHTS AGREEMENT**

This Naming Rights Agreement (“Agreement”) is made and entered into by and between the Reel Auto Group (“Naming Sponsor”), whose address is 11115 Chardon Road, Chardon, OH 44024, and the Board of Education of the Grand Valley Local Schools (“Stadium Owner”), whose address is 111 Grand Valley Avenue West, Suite A, Orwell, OH 44076 (collectively, the “Parties”).

In consideration of the mutual promises and benefits set forth in this Agreement, the Parties agree as follows:

**I. Term**

This Agreement shall, unless terminated earlier in accordance with this Agreement’s provisions, be effective as of August 1, 2024 (the “Effective Date”), and it shall extend for ten (10) years terminating as of the close of business on July 31, 2034 (the “Term”).

**II. Naming Sponsor Rights**

A. Stadium Owner shall grant Naming Sponsor the naming rights to the Grand Valley High School Stadium (“Stadium”) according to the terms set forth in this Agreement.

B. Naming Sponsor shall have the right to designate the name of the Stadium (the “Stadium Name”). Naming Sponsor hereby designates “Reel’s Family Stadium” as the Stadium Name. However, Naming Sponsor may change the name prior to the commencement of the Stadium Improvements in April, 2024.

C. Naming Sponsor shall have the right to have the Stadium Name used when Stadium Owner identifies or promotes the Stadium on its printed advertisements, game programs, webpages, press releases and game-time press-box announcements. Likewise, Naming Sponsor shall have the right to use the Stadium Name when Naming Sponsor identifies or promotes the Stadium in its advertisements, Internet presence and public relations, subject to all terms and conditions in this Agreement. Should Stadium Owner identify any such publication, advertisement or promotion that does not comply with the objectives of Stadium Owner, its values policies, educational standards and goals, Stadium Owner may demand that such publication be discontinued and Naming Sponsor shall immediately comply with such demand, regardless of any third-party obligations.

D. Stadium Owner shall use the designated Stadium Name whenever Stadium Owner refers to the Stadium, either internally or externally, including the following:

1. Stadium Owner shall display the Stadium Name in signage on the Stadium’s Press Box.

E. Stadium Owner or its designee shall act in good faith to have Google update Google Maps to ensure the Stadium is referred to as the Stadium Name for identification and navigation purposes.

F. Stadium Owner shall dedicate one (1) home football game each year to Naming Sponsor. During this promotion game, Stadium Owner shall ensure Naming Sponsor is referred to in pre-game announcements. In addition, Stadium Owner shall give Naming Sponsor an opportunity to provide promotional giveaways during Naming Sponsor's promotion game. Naming Sponsor shall be solely responsible for the giveaways and any associated display, tables or any other related items, including but not limited to their set-up, supervision and removal. Naming Sponsor shall have access to the Stadium an additional day to hold fundraising events for a charitable event. The date of the Charitable event shall be determined by the Naming Sponsor and the Stadium Owner's Athletic Director.

G. Stadium Owner shall provide a hyperlink on its website to Naming Sponsor's business, specifically [www.reelautogrop.com](http://www.reelautogrop.com).

H. Stadium Owner shall provide Naming Sponsor with four (4) tickets for free admission to all home athletic events hosted by Stadium Owner for Grand Valley Local Schools. The Parties or their representatives shall coordinate with each other and cooperate in good faith to ensure tickets are made available or issued prior to such events.

I. If Stadium Owner or its designee conducts a career speaker series, it shall invite Naming Sponsor to meet with or present to students in grades six through twelve.

J. Stadium Owner shall grant Naming Sponsor at least one (1) opportunity each year to issue college scholarship(s) in the name of the Reel Auto Group to graduating seniors.

K. Stadium Owner shall not grant to any person or company, other than Naming Sponsor, any rights in the Stadium Name for the duration of this Agreement.

L. Notwithstanding the above provisions, Stadium Owner shall retain the right to sell naming rights to other sections, portions, parts or areas within the Stadium, including but not limited to the field, the track, the press box, bleachers and scoreboard.

### **III. Additional Rights to Advertising Opportunities**

A. Any additional displays of such advertisements shall be determined by Stadium Owner or its designee.

### **IV. Payment to Stadium Owner**

A. Naming Sponsor shall pay Stadium Owner \$150,000.00 over a period of ten (10) years. The first payment shall be \$7,500, which shall be due on the day Naming Sponsor executes this Agreement. The second payment shall be \$7,500 and due on July 1, 2024. For the second contract year, and for each year thereafter, payments consisting of nine (9) equal installments of \$15,000.00 shall be due on July 1 for each upcoming contract year.

B. For each payment, Stadium Owner shall provide an invoice to Naming Sponsor with instructions regarding the manner of payment, mailing address and account information, if applicable.



## **V. End of Term and Termination**

A. Upon the expiration or early termination of this Agreement, the rights granted to Naming Sponsor shall immediately terminate.

B. If Naming Sponsor fails to make any payment as required under this Agreement within thirty (30) days after such payment is due, Stadium Owner shall have the right to terminate this Agreement and declare all unpaid amounts for the remainder of the Term to be immediately due and payable by Naming Sponsor.

C. Upon any termination of this Agreement, Stadium Owner shall have no further obligation or liability to Naming Sponsor and shall not be required to return any portion of the payment already paid.

D. Stadium Owner shall have the option to immediately terminate this Agreement without further obligation or liability upon the occurrence of any of the following:

1. Naming Sponsor's activities are not consistent with Stadium Owner's policies, including but not limited to Stadium Owner's advertising policies and all policies prohibiting harassment, discrimination or intimidation on the basis of race, color, national origin, sex, disability, age, religion, military status, ancestry, genetic information or any other legally protected category; or

2. Stadium Owner determines in its reasonable and good faith opinion that circumstances have changed such that the Stadium Name would adversely impact the reputation, image, mission or integrity of the school district, in the event of a continued association with Naming Sponsor or the continuation of using the Stadium Name.

3. Stadium Owner determines, in its sole discretion, not to make the Stadium Improvements consisting of field turf installation in calendar year 2024.

E. If this Agreement runs through its Term without being terminated earlier by either party, and Stadium Owner or its designee determines to give other persons or entities the opportunity to purchase naming rights to the Stadium, then Naming Sponsor shall be given an opportunity to propose a matching or better offer relative to any competing offer. Naming Sponsor shall have fifteen (15) days to communicate its matching or competing offer to the Board after receiving notice of another offer. Stadium Owner retains the right to accept or reject any and all offers, but it shall not accept a competing offer over Naming Sponsor's offer if the two offers are identical.

## **VI. Modification of Naming**

A. If during the useful life of the Stadium, the Stadium is transferred or conveyed from Stadium Owner, permanently closed, deconstructed, destroyed, severely damaged, significantly renovated, relocated or replaced, then this Agreement shall terminate. In such event, however, Stadium Owner may offer to Naming Sponsor the naming rights in another facility pursuant to negotiated provisions in a new contract.

B. Naming Sponsor may only transfer obligations under this Agreement to a successor or assign after receiving prior written approval from Stadium Owner. If authorized by Stadium Owner, the successor or assign shall have the option to rename the Stadium and may revise all advertisements or signage with the new name. Any costs associated with renaming or revising advertisements or signage shall be the responsibility of the successor or assign.

## **VII. Advertisements, Logos and Signage Specifications**

A. Upon request, Naming Sponsor shall provide Stadium Owner, or its designee, with artwork, digital designs or files needed to display the Stadium Name, logos, signage, or advertisements as contemplated under this Agreement.

B. Naming Sponsor shall be solely responsible for any costs or expenses associated with the design, construction, installation, alteration and removal of the Stadium Name and all logos, advertisements or signage during or at the termination of this Agreement. Upon removal, the Stadium shall be returned to its original condition.

C. Unless otherwise agreed by the Parties in writing, Naming Sponsor shall be solely responsible for any other costs or expenses associated with the Stadium Name, logos and advertisements or their design and display.

D. The content of logos, signage and advertisements shall be consistent with the objectives of Stadium Owner, its values, policies, educational standards and goals.

E. All signage and advertisements, including logos and images if applicable, must also be consistent with Stadium Owner's policies and guidelines regarding signage and advertisements or as later amended.

F. Stadium Owner shall have final say in determining the content, design, size and placement of names, logos and advertisements on Stadium Owner's property, including its scoreboard.

G. If Naming Sponsor requests any changes to the Stadium Name, logos, signage or advertisements, then Naming Sponsor shall be solely responsible for any costs associated with the revisions.

## **VIII. Representations, Acknowledgments & Disclaimers**

A. The individual signing below for Naming Sponsor represents that he has all necessary right, power, and authority to enter into this Agreement and to perform the acts and make the representations required hereunder.

B. Naming Sponsor acknowledges and agrees that this Agreement shall not be binding on Stadium Owner until it is approved by the Board of Education.

C. Naming Sponsor acknowledges and agrees it is granting Stadium Owner a non-exclusive, non-transferable right to use and display its name, logo, trademark, trade name, service mark, and/or service name. Naming Sponsor further acknowledges its name and associated logos and marks will be viewed in

the open by the public and potentially recorded or broadcast by photographic, audiovisual, digital or other means and Stadium Owner has no control over such recording or broadcasts.

D. If Naming Sponsor supplies the content, artwork or design for any name, display, logo or advertisement, then Naming Sponsor represents and warrants it is the lawful owner of such content or it is legally authorized to use such content without infringing on the rights of another, including but not limited to another's intellectual property rights. In addition, by providing any such content, artwork or design to Stadium Owner, Naming Sponsor grants to Stadium Owner an unrestricted, irrevocable, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and images.

F. IN NO EVENT SHALL STADIUM OWNER OR ANY OF ITS MEMBERS OR EMPLOYEES BE LIABLE TO ANY ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES THAT ARE RELATED TO THE USE OF THE CONTENT, ARTWORK, OR DESIGN PROVIDED BY NAMING SPONSOR. Further, Naming Sponsor agrees to indemnify, defend, and hold harmless Stadium Owner, its agents, affiliates, members, officers, employees, representatives and related third parties ("Indemnified Parties") against any and all third-party claims, liability, loss, and expense (including but not limited to damage awards, settlement amounts, interest, court costs, and legal fees) brought against any of the Indemnified Parties arising out of, related to, or which may arise from the content, artwork or design provided by Naming Sponsor.

#### **IX. Miscellaneous**

A. No right under this Agreement may be assigned without prior written consent of Stadium Owner.

B. The Parties commit and agree this Agreement contains the entire understanding and agreement between the Parties and there are no understandings among them other than those specifically and particularly set forth in this Agreement. Further, if any provision herein is deemed invalid or unenforceable, then the remaining provisions shall continue in full force and effect and constitute the Agreement.

C. This Agreement shall not be amended or modified in any manner except upon written agreement signed by the Parties.

D. In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, other labor disturbances, riots or civil commotions, war or other act of any foreign nation that is beyond the control of either party.

E. The laws of the State of Ohio govern this Agreement. The parties understand and agree that any dispute arising or growing out of or in any way relating to this Agreement shall be settled by submitting the dispute to courts in Ohio.

F. This Agreement may be signed in counterpart originals and may be delivered by facsimile or email (in "pdf" form).

**Each party has had the opportunity to review this Agreement and has freely signed this Agreement intending to be bound by its terms on the date indicated below.**

[SIGNATURE PAGE TO FOLLOW]

FOR NAMING SPONSOR:

FOR STADIUM OWNER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date