

**AGREEMENT FOR NAMING RIGHTS AND SPONSORSHIP
OAKLEAF HIGH SCHOOL FOOTBALL FIELD**

This Naming Rights Agreement ("Agreement") is made and entered into on this the _____ day of _____, 2015, by and between the School Board of Clay County, Florida ("Board") and Zaxby's ("Sponsor").

WHEREAS, the Board manages and controls the Clay County School District; and

WHEREAS, the Board desires to raise additional revenue to provide funding for Oakleaf High School; and

WHEREAS, Sponsor desires to acquire naming rights for the football stadium at Oakleaf High School and other associated rights, privileges, and benefits;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. SPONSORSHIP AND NAMING RIGHTS

During the Term of this Agreement, Sponsor shall have the following rights, benefits, and obligations:

1.1 The Oakleaf High School football field shall be known as "Zaxby's Field at Oakleaf High School."

1.2 Prior to June 1, 2015 or as soon thereafter as reasonably possible, the Board shall have the Zaxby's logo painted at both 30 yard lines with a maximum dimension of 10 yds x 5 yds. Sponsor shall provide stencil for the logo at no cost to the Board.

1.3 Prior to June 1, 2015 or as soon thereafter as reasonably possible, the Board shall have installed five banners, supplied by the Sponsor within the stadium. The dimensions of each banner shall not exceed 3ft x 5ft. These banners shall be single-sided, mounted facing inward, and may include Sponsor's logos, marks, or other artwork compatible with the stadium's and/or Board's design standards, specifications, and aesthetic characteristics, subject to Board approval and any restrictions or limitations imposed by law or an governmental body exercising or possessing administrative, regulatory, or approval authority over the Board.

1.4 Prior to June 1, 2015 or as soon thereafter as reasonably possible, the Board shall have installed, at the cost of the Sponsor, a sign underneath the field's scoreboard. Sign shall be single-sided, mounted facing inward and shall be no lower than 80" above the ground, unless a suitable barrier has been erected (at Sponsor's cost) to prevent walking underneath

the sign. Sign may include Sponsor's logos, marks, or other artwork compatible with the stadium's and/or Board's design standards, specifications, and aesthetic characteristics, subject to Board approval and any restrictions or limitations imposed by law or an governmental body exercising or possessing administrative, regulatory, or approval authority over the Board.

1.5 Board shall waive the normal Use of Facilities/Grounds fees for Sponsor monthly corporate activity. The Use of Facilities or Grounds forms will be required as well as a Certificate of Insurance making the School Board of Clay County additionally insured as well as the certificate holder and the schedule of facilities shall be coordinated with Oakleaf High School administration. Board and Oakleaf High School activities and use of facilities shall have priority over Sponsor requests.

1.6 The rights enumerated in the Section are exclusive to the Sponsor. The Board shall not enter into agreements with other sponsors for naming rights sponsorships or services similar to the naming rights sponsorship and services enumerated in this Section. Nothing in this provision shall restrict the Board's ability or right to sell or permit additional advertising and sponsorship in other areas in and around the field except as may be expressly provided elsewhere in the Agreement.

2. SPONSORSHIP AND NAMING RIGHTS FEES

2.1 In consideration of the rights, privileges, and benefits granted under this Agreement, Sponsor hereby agrees to contribute to the Board \$15, 000 payable to Oakleaf High School prior to June 1, 2015.

3. TERM AND TERMINATION

3.1 One Year Term. This agreement shall commence upon its execution by the parties and shall continue for a period of one (1) year, ending on May 30, 2016 ("Term"), unless previously terminated as provided herein or as otherwise agreed to in writing by parties.

3.2 Termination Without Cause. Upon the giving of thirty (30) days written notice, the Board may terminate this Agreement without cause in its sole discretion. If the Board terminates this Agreement without cause under this provision, the Board shall refund to Sponsor a pro-rated amount based on the total amount of the annual Rights Fees and number of full months remaining in the current school year.

4. ASSIGNMENT AND TRANSFER

Sponsor shall not voluntarily or by operation of law assign, transfer, sublease, or encumber all or any part of Sponsor's rights, interests, duties or obligations under this Agreement without

the Board's prior written consent. Any attempted assignment, transfer, subletting, or encumbrance shall be void and shall constitute material breach of this Agreement and cause for termination of this Agreement without liability to the other party.

5. MISCELLANEOUS

5.1 The Board shall make its best effort to provide all benefits and rights enumerated in the Agreement; provided, however, that the provision of such benefits and rights are legal for the Board to provide and comply with all laws and regulations applicable to the Board's ability to provide such benefits and rights. Sponsor understands that such laws and/or regulations may change over the course of this Agreement and may affect the Board's ability to perform and provide some or all of the benefits and rights enumerated in this Agreement.

5.2 Reasonableness. Wherever either party to this Agreement is required to approve or consent to or be satisfied as to any matter, such party agrees that its approval, consent, or satisfaction shall not unreasonably be withheld or delayed.

5.3 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters provided for herein, and supersedes any written or oral agreement, instrument, application, promotional material, brochure, website information, or other representation previously made, distributed or entered into by or on behalf of them.

5.4 Amendments. No amendments or modification to the Agreement shall be effective unless the amendment or modification is in writing and signed by both the Board and the Sponsor.

5.5 Independent Contractor. Board and Sponsor shall be and act as independent contractors under this Agreement. The parties hereto understand and agree that this Agreement shall not be construed as an agency, joint venture, partnership, franchise or employment relationship between them. Nothing in this Agreement grants Sponsor any real property interest in the stadium, their improvements, fixtures or appurtenances, the immediately surrounding area, or any other area, improvement or land owned by the Board.

5.6 Non-Waiver. Any waiver of any of the terms and provisions of the Agreement shall be effective only if set forth in writing and signed by the party to be changed. No delay or failure by any party to enforce any provision of the Agreement shall be construed as forfeiture or waiver thereof or any other right or remedy available to the party. No waiver by any party of any default or breach by any other party of its obligations under the Agreement shall be construed as a waiver or release of any subsequent default or breach.

5.7 Choice of Law/Forum. This Agreement shall be construed and enforced in accordance of the laws of the State of Florida. The parties agree that any action, suit or other proceeding arising out of this Agreement shall be instituted only in any state, or federal courts

located in Clay County, Florida, and the parties hereto consent to service, jurisdiction, and venue of such courts for all purposes.
The undersigned agree to the terms and conditions stated above.

Sponsor:

Zaxby's

Clay County School Board

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____