Dolly,

John Halbkat wanted me to type up a resignation and send it into you. I gave my two week notice for my Para position at the High School today as I have accepted a full time, year round custodian position at Buchanan/Madison Elementary schools. If you need more than this please let me know.

Thank you.

Carla Picek

HURON ARENA ADVERTISING AGREEMENT RENEWAL
This advertising agreement renewal is made and entered into this _5 ^{+A} day of, 20_21, by and among DAKOTALAND FEDERAL CREDIT UNION ("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").
WHEREAS, Advertiser and Owner have entered into the Advertising Agreement for the Huron Arena dated November 8, 2004 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and
WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
1. <u>Renewal/Extension of Term</u> . Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year or 2 (two) years from and after January 1, 2021, and ending on December 31, 2021 or December 31, 2022.
2. Advertising Fees. Effective as of the date hereof, the Advertising Fees for such

extended term shall be \$2,500 (two thousand five hundred dollars) per year, payable

conditions of the Advertising Agreement are hereby ratified and confirmed, and shall

Owner Initial

Ratification. Except as expressly modified hereby, the remaining terms and

in advance in accordance with the attached Payment Schedule.

remain in full force and effect.

Advertiser Initial RH

3.

PAYMENT SCHEDULE

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021. Agreement year 2022: For services rendered January 1, 2022 to December 31, 2022.
Please select a renewal option:
Renewing Huron Arena only for 2021 for \$2,500
Renewing Huron Arena and Tiger Stadium for 2021 for \$2,250 (Huron Arena) and \$1,350 (Tiger Stadium)
Huron Arena Payment Schedule for 2021
Payment #1: \$ 2,12500 Payment due on or before 1-31-2021
Payment #2: \$ Payment due on or before
Payment #3: \$ Payment due on or before
Payment #4: \$ Payment due on or before
Huron Arena Payment Schedule for 2022
Payment #1: \$ 2,125 00 Payment due on or before 1-31-2022
Payment #2: \$ Payment due on or before
Payment #3: \$ Payment due on or before
Payment #4: \$ Payment due on or before
ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.
Advertiser InitialOwner Initial

ADVERTISER: Dakotaland Federal Credit Union
By Ryan Stochna [authorized signature only]
Ryan Goehner [print or type name clearly]
Title <u>President</u> / CEO Dated 1-5-2021
Address: 2297 Kansas Ave SE, Stel City, State, Zip: Huron SD 57350 Phone: 605-352-2845 Fax: 605-352-5918 Email Address: ryang@dakotalandfcv.com
OWNER: Huron School District 2-2
By Huron Board of Education
Board Approved

Advertiser: Dakotaland Federal Credit Union

HURON ARENA ADVERTISING AGREEMENT

WHEREAS, Daktronics has entered or will enter into an agreement with Huron Arena (the "Customer Agreement") pursuant to which (a) Daktronics shall install or has installed certain scoreboard and/or other components at, within or around the Customer's facilities and (b) Customer has granted to Daktronics the exclusive right to market and sell on behalf of the Customer the advertising rights upon such equipment and other components and within, around and/or at such facilities; and

WHEREAS, Daktronics has marketed to the Advertiser certain of such advertising rights and the Advertiser desires to acquire certain of such advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

- 1. Granting of Advertising Rights. The Customer hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the Huron Arena (collectively, the "Facility") as more particularly described on, and subject to the terms and conditions of, Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising provided hereunder by the Customer shall be operated and shown by Customer in accordance with Attachment A at all events to be held within, around and/or at the Facility.
- 2. <u>Fabrication of Panel(s)</u>. Daktronics shall fabricate the initial advertising panel or panels, as well as other initial advertising that may be in the form of banners or other on-premise signage.
- 3. Term. This Agreement and the grant of Advertising hereunder shall be for a term of Five (5) years beginning on 01 December 2004 or the date the Equipment and other components are installed, operational and accepted by Customer (the "Commencement Date") and ending on the (5th) anniversary of the Commencement Date (the "Term"). Each of the twelve (12) month periods during the Term commencing on the Commencement Date and on each anniversary thereof shall be referred to as an "Agreement Year."
- 4. <u>Advertising Fees</u>. Advertiser shall pay the sum of Two Thousand Five Hundred Dollars (\$2,500) annually per Agreement Year. See Attachment A for details. Customer and Daktronics hereby direct Advertiser to make such payment of Advertising Fees directly to Daktronics at the address specified below Daktronics' name on the signature page hereof.

In addition, Advertiser shall pay immediately upon demand all sales, use privilege, ad valorem, excise or other similar taxes paid or payable by Daktronics or the Customer in connection with this Agreement.

5. <u>Nonpayment</u>. In the case of Advertisers' failure to pay the Advertising Fees hereunder within twenty (20) days' receipt of written notice of such nonpayment, Daktronics shall declare immediately due and payable the present value of all future payments together with amounts then owed, together with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity.

- 6. <u>Limitation of Liability</u>. The entire liability of Customer and Daktronics to Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Customer or Daktronics be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Customer or Daktronics knew or should have known of the possibility of such damages.
- 7. Assignment. This Agreement shall not be assigned by Advertiser nor shall Advertiser grant to any other person any of its rights without the prior written consent of Daktronics and the Customer, which consent shall not be unreasonably withheld. Daktronics may assign its right to payments hereunder without the prior written consent of Customer or Advertiser. Upon such assignment, Daktronics shall provide written notice thereof to Customer and Advertiser. Customer and Advertiser shall promptly execute such documentation as an assignee of Daktronics may reasonably require stating (i) they will send copies of any notices required under this Agreement to the assignee; (ii) they are not entitled to withhold, delay or condition the payment of their obligations under this Agreement based upon any claims they may have against Daktronics; (iii) they represent that this Agreement is in full force and effect, and is enforceable against such parties in accordance with its terms; and (iv) with respect to the Customer, its obligations under the Agreement are not subject to periodic budget appropriations.
- 8. <u>Non-Disclosure</u>. Advertiser and Customer acknowledge and agree that this Agreement and all terms and conditions hereof, are considered to be confidential in nature and shall under no circumstances be disclosed to any third party, either in its entirety or in parts, with the following exceptions: (a) where the disclosure is made to the disclosing party's attorneys, accountants, and advisors; or (b) where the disclosure is mandated by judicial order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

	N S S S S S S S S S S S S S S S S S S S
DAKTRONICS: DAKTRONICS, INC. By Janes D. Mary	ADVERTISER: Dakotaland Federal Cr
James B. Morgan, President and Chief Executive Officer	[authorized signature only]
Dated 10/39/04	Dated 10-28-04
Contact Information	
331 Thirty-Second Avenue, PO Box 5128, Brookings, SD 57006-5128 Attn: Daktronics Sports Marketing, A Division of Daktronics, Inc.	Contact Information Dan Cumbee 1371 Dakota S. Huron, SD 57350
Phone – (888) 325-8463 Fax – (605) 697-4700	Phone- 605-352-2845
ARENA: HURON ARENA	
By Joanne Drouge [authorized signature only] Joanne Groves, President	
Dated	

Huron Public Schools, 2005 Riveridge SE, Huron, SD 57350

Phone- (605) 352-8097 Fax- (605) 353-6993

Attachment A VICTORY PARTNERSHIP PACKAGE FOR HURON ARENA

SIGNAGE ENTITLEMENTS

Main Arena

- One (1) panel on inside of railing surrounding main floor.
- One (1) panel on concourse stairwell railing.
- One (1) arena well.
- One (1) lower arena well.

TERMS AND CONDITIONS:

- Founding Partnership Commitment, annual Fee
 - o Five (5) years, at \$2500 per year

Term 5 yrs Start Date 1 December 2004 End Date 30 November 2009

ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this 6th day of

Ja	nuary, 2021, by and among DAKOTA PROVISIONS ("Advertiser"), and
HUR	ON SCHOOL DISTRICT 2-2, ("Owner").
WHE	REAS, Advertiser and Owner have entered into the Advertising Agreement dated
Janua	ary 19, 2018 (as amended, the "Advertising Agreement") (a copy of the "Advertising
Agree	ement" is attached); and
WHE	REAS, the parties desire to extend and modify the Advertising Agreement as set forth
herei	1.
NT	therefore for and and analysis and and analysis of the manifest of the control of
	therefore, for good and valuable consideration, the receipt and sufficiency of which are
nereb	y acknowledged, the parties agree as follows:
1.	Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the
	Advertising Agreement shall be extended to run for 1 (one) year from and after
	January 1, 2021, and ending on December 31, 2021.
2.	Advertising Fees. Effective as of the date hereof, the Advertising Fees for such
	extended term shall be \$6,000 (six thousand dollars), payable in advance in
	accordance with the attached Payment Schedule.
3.	Ratification. Except as expressly modified hereby, the remaining terms and
	conditions of the Advertising Agreement are hereby ratified and confirmed, and shall
	remain in full force and effect.
A J	ertiser Initial CAL Owner Initial
AMAN	

PAYMENT SCHEDULE

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021.
Payment #1: \$ 6000.00 Payment due on or before 2/1/2021
Payment #2: \$ Payment due on or before
Payment #3: \$ Payment due on or before
Payment #4: \$ Payment due on or before
ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.
ADVERTISER: Dakota Provisions
By Cindy Lowery
By Cindy Lowery [authorized signature only]
Cindy Lowery
[print or type name clearly]
Title Cindy Lowery, Director of Sustainability
Dated
Address: PO Box 1257
City, State, Zip: Huron, SD 57350
Phone:605/353-9637 Fax:N/A
Email Address: cindyl@dakotaprovisions.com
OWNER: Huron School District 2-2
By
Huron Board of Education
Roard Approved

ADVERTISING AGREEMENT RENEWAL

Τ	This advertising agreement renewal is made and entered into this 44 day of
_(, 202/, by and among ELLWEIN BROTHERS DISTRIBUTING
("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").

WHEREAS, Advertiser and Owner have entered into the Advertising Agreement dated September 1, 2012 (as amended, the "Advertising Agreement") (a copy of the "Advertising Agreement" is attached); and

WHEREAS, the parties desire to extend and modify the Advertising Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Renewal/Extension of Term</u>. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year from and after January 1, 2021, and ending on December 31, 2021.
- 2. <u>Advertising Fees</u>. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,000 (two thousand dollars), payable in advance in accordance with the attached Payment Schedule.
- 3. <u>Ratification</u>. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial . 7	Owner Initial	
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PAYMENT SCHEDULE

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021
Payment #1: \$ 2006.00 Payment due on or before
Payment #2: \$ Payment due on or before
Payment #3: \$ Payment due on or before
Payment #4: \$ Payment due on or before
ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives on the date first above written.
ADVERTISER: Ellwein Brothers Distributing By David Ellwan [authorized signature only] David Ellwan [print or type name clearly] Title President Dated 1-7-21 Address: 455 181k LA Nw - Bay 136 City, State, Zip: Denny 11 57350 Phone: 665-353-2624 Fax: Email Address: Normee Dessure Comments Comments OWNER: Huron School District 2-2
ByHuron School District
Turon behoof District

their

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this ____ day of August, 2012, by and among ELLWEIN BROTHERS DISTRIBUTING ("Advertiser"), DAKTRONICS, INC. ("Daktronics") and HURON SCHOOL DISTRICT 2-2 ("Customer").

WHEREAS, Daktronics has entered or will enter into an agreement with Customer (the "Customer Agreement") pursuant to which (a) Daktronics shall install or has installed certain video display, scoreboard, electronic message center equipment and/or other components at, within or around the Customer's facilities and (b) Customer has granted to Daktronics the exclusive right to market and sell on behalf of the Customer the advertising rights upon such equipment and other components and within, around and/or at such facilities; and

WHEREAS, Daktronics has marketed to the Advertiser certain advertising rights and the Advertiser desires to acquire certain advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

- 1. Granting of Advertising Rights. Subject to the terms and conditions of this advertising agreement the Customer hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the facilities (collectively, the "Facility") as more particularly described on Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising specifications hereunder shall be provided by Customer in accordance with Attachment A at all events to be held within, around and/or at the Facility; provided, however, that Advertiser understands that certain events held in the Facility, such as, but not limited to, Commencement activities, may not allow advertising to be present.
- 2. Fabrication of Panel(s). Daktronics shall fabricate the initial advertising panel or panels, as well as other initial advertising that may be in the form of banners or other on-premise signage, if any, described on Attachment A. Advertiser is solely responsible for submission of all logo and associated artwork for use on printed items, advertising panels, advertising copy, and promotional items and other. Advertiser shall reasonably cooperate with Daktronics in connection with any such fabrication and shall pay upon demand (unless otherwise agreed in writing) any expenses incurred due to any change orders made by Advertiser with respect thereto. Advertising copy layout approval is required by Advertiser, Daktronics, and Customer (if required). The initial ad copy layout and up to two (2) revisions per ad copy layout will be provided at no cost. If additional revisions are requested by Advertiser, revisions will be billed at \$130.00 per hour.
- 3. Term. This Agreement and the grant of Advertising hereunder shall be for a term of two (2) years beginning on the later of September 1, 2012 or the date the Equipment and other components are installed and operational by Customer (the "Commencement Date") and ending on the second anniversary of the Commencement Date (the "Term"). Each of the twelve (12) month periods during the Term commencing on the Commencement Date and on each anniversary thereof shall be referred to as an "Agreement Year."
- 4. Advertising Fees. In consideration for the Advertising, fabrication of panels, if any, other on-premise signage, if any, and custom programming or conversion, if any, Advertiser shall pay the sum of Two Thousand Dollars Net (\$2,000 net) (the "Advertising Fees") per Agreement Year, payable per Attachment B (Payment Schedule). The payments shall be directed to Daktronics at the address specified below Daktronics' name on the signature page hereof. Any applicable sales, use privilege, ad valorem, excise or other similar taxes shall be paid by Advertiser in addition to Advertising Fees.

- 5. <u>Casualty: Impairment; Extension</u>. In the event of casualty, condemnation, material damage or destruction of the Equipment and other components, Customer shall timely replace or repair the Equipment and other components. In such event, or if the Facility is otherwise not used for scheduled events, Customer agrees to provide to Advertiser, an extension of the Advertising provided hereunder for events similar in type and exposure and held at the Facility, as deemed appropriate by Customer in the exercise of its reasonable discretion. Payment of all Advertising Fees due during any such extension shall be made in accordance with Section 4.
- 6. Nonpayment. In the case of Advertisers' failure to pay the Advertising Fees hereunder within twenty (20) days of due date, Daktronics shall have the right to declare immediately due and payable the present value (discounted using a 8.5% rate of interest) of all future payments together with amounts then owed, together with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity. The Customer agrees to cooperate with Daktronics in enforcing any payment terms under this Agreement and to take whatever action is reasonably necessary to enforce the payment terms hereunder.
- 7. <u>Limitation of Liability</u>. The entire liability of Customer and Daktronics to Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Customer or Daktronics be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Customer or Daktronics knew or should have known of the possibility of such damages. Except with respect to, and to the extent of, prepayments of Advertising Fees hereunder, Advertiser hereby releases Daktronics from any future claims, demands, actions, causes of action, liabilities or damages to the extent directly or indirectly resulting from (i) the negligence or fault of the Customer or the Customer's agents or employees with respect to its operation of the Equipment or otherwise, or (ii) any early termination of this Agreement by the Customer other than as a result of the negligent act or material breach of Daktronics.
- 8. No Warranties. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ATTACHMENT A TO THIS AGREEMENT, CUSTOMER AND DAKTRONICS EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Assignment. This Agreement shall not be assigned by Advertiser nor shall Advertiser grant to any other person any of its rights without the prior written consent of Daktronics and the Customer. Daktronics may assign its right to payments hereunder without the prior written consent of Customer or Advertiser. Upon such assignment, Daktronics shall provide written notice thereof to Customer and Advertiser. Customer and Advertiser shall promptly execute such documentation as an assignee of Daktronics may reasonably require stating (i) they will send copies of any notices required under this Agreement to the assignee; (ii) they are not entitled to withhold, delay or condition the payment of their obligations under this Agreement based upon any claims they may have against Daktronics; (iii) they represent that this Agreement is in full force and effect, and is enforceable against such parties in accordance with its terms; and (iv) with respect to the Customer, its obligations under the Agreement are not subject to periodic budget appropriations.
- 10. <u>Marketing Materials</u>. The Advertiser acknowledges and agrees that Daktronics may, and hereby authorizes Daktronics to take and utilize in any of its marketing materials photographs of the Equipment and inventory upon and after installation; provided, however, that the depiction of the Advertiser's (or their respective affiliates') trademarks or logos, if any, in such photographs shall be incidental to the principal subject, and the Equipment.
- 11. <u>Miscellaneous</u>. No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, and delinquencies of

suppliers, intervention of any governmental authority or acts of war or terrorism. The parties agree that if any part or provision of this Agreement is in any manner held to be invalid, illegal, void, or in any manner unenforceable, or to be in conflict with any law or, including but not limited to the NCAA, interscholastic governing bodies or the Customer's rules or regulations, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Neither Advertiser, Customer, nor Daktronics are partners or joint venturers with the other or others.

12. Non-Disclosure. Advertiser and Customer acknowledge and agree that this Agreement and all terms and conditions hereof, are considered to be confidential in nature and shall under no circumstances be disclosed to any third party, either in its entirety or in parts, with the following exceptions: (a) where the disclosure is made to the disclosing party's attorneys, accountants, and advisors; or (b) where the disclosure is mandated by judicial order. Specifically, but not by way of limitation, neither Advertiser nor Customer may disclose to any third party any portion of the financial terms of this Agreement. In the event of any unauthorized disclosure, the disclosing party shall be liable to Daktronics for all losses, damages, and costs occasioned thereby. In addition, Daktronics shall be entitled to enforce its rights hereunder by way of injunction, restraining order, or other relief to enjoin any breach or default under this non-disclosure clause.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ABVERTISER EDITOR BROTHERS DISTRIBUTING
Вуст
[authorized signature only]
David Ellwein
[print or type name clearly]
Prosing 1
Title 11801 CRAI
Dated 8- 9- /2-
Clarks of Late and
Contact Information Dave Ellwein
655 18 th Street SW
Huron, SD 57350
Phone: 605-352-2620
Cell: 605-350-2858
Fax: 605-352-7603
davide@ellwinbrothers.com
CUSTOMER: HURON SCHOOL DISTRICT 2-2
By Tim Von Berhun
[authorized signature only]
Tim Van Berkum
[print or type name clearly]
20 CT 2005001
Title President
Dated 8/13/12
Contact Information
Kelly Christopherson PO Box 949
Huron, SD 57350-0949
Phone: 605-353-6995
Fax: 605-353-6994
Kelly.christapherson@k12.sd.us
DAKTRONICS:
1 2 Xm My
By Christian Chr
Authorized Signature and Title
Dated S - >> 1 _

Contact Information

331 Thirty-Second Avenue, PO Box 5128, Brookings, SD 57006-5128 Daktronics Sports Marketing, A Division of Daktronics, Inc.

Attn: DSM Business Manager Phone – (800) 325-8766 Fax – (605) 697-4700

ATTACHMENT A ADVERTISING SPECIFICATIONS

PERMANENT SIGNAGE

- MAIN ARENA
 - o One (1) sponsor logo and entitlement panel on Huron Hall of Fame wall located in upper east concourse

PROMOTIONAL ENTITLEMENTS

- Business introduction at annual Huron Hall of Fame Banquet
- One (1) half page ad in annual Huron Hall of Fame Banquet program
 - o Sponsor must contact school athletic director for instructions
- Complimentary tickets to annual Huron Hall of Fame Banquet
 - o Sponsor must contact school athletic director for tickets

ATTACHMENT B PAYMENT SCHEDULE

Agreement year 1: For services rendered September 1, 2012 to August 31, 2013
Payment: \$2,000 Payment due on or before September 1, 2012

Agreement year 2: For services rendered September 1, 2013 to August 31, 2014
Payment: \$2,000 Payment due on or before September 1, 2013

ADVERTISER ACKNOWLEDGES AN	D WILL ABIDE BY THE PAYMENT SCHEDULE
ADVERTISER INITIALS:) P -

HURON ARENA ADVERTISING AGREEMENT RENEWAL

-9	advertising agreement renewal is made and entered into this
Huroi	REAS, Advertiser and Owner have entered into the Advertising Agreement for the Arena dated August 6, 2004 (as amended, the "Advertising Agreement") (a copy of
the "A	Advertising Agreement" is attached); and
WHE hereir	REAS, the parties desire to extend and modify the Advertising Agreement as set forth n.
	therefore, for good and valuable consideration, the receipt and sufficiency of which are y acknowledged, the parties agree as follows:
1.	Renewal/Extension of Term. Effective as of the date hereof, the Term set forth in the Advertising Agreement shall be extended to run for 1 (one) year or 2 (two) years from and after January 1, 2021, and ending on December 31, 2021 or December 31, 2022.
2.	Advertising Fees. Effective as of the date hereof, the Advertising Fees for such extended term shall be \$2,500 (two thousand five hundred dollars) per year, payable in advance in accordance with the attached Payment Schedule.
3.	Ratification. Except as expressly modified hereby, the remaining terms and conditions of the Advertising Agreement are hereby ratified and confirmed, and shall remain in full force and effect.

Advertiser Initial | Owner Initial_

PAYMENT SCHEDULE

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021. Agreement year 2022: For services rendered January 1, 2022 to December 31, 2022.			
Please select a renewal option:			
Renewing Huron Arena only for	or 2021 for \$2,500		
Renewing Huron Arena and Ti \$1,350 (Tiger Stadium)	iger Stadium for 2021 for \$2,250 (Huron Arena) and		
Renewing Huron Arena and Tiger Stadium for 2021 and 2022 for \$2,125 per year (Huron Arena) and \$1,275 per year (Tiger Stadium)			
Huron Arena Payment Schedule for 2021			
Payment #1: <u>\$2/25</u>	Payment due on or before 76. 1, 2021		
Payment #2:	Payment due on or before		
Payment #3:	Payment due on or before		
Payment #4:	Payment due on or before		
Huron Arena Payment Scheo			
Payment #1: 35/35	Payment due on or before 74. 1, 3022		
Payment #2:	Payment due on or before		
Payment #3:	Payment due on or before		
Payment #4:	Payment due on or before		
ADVERTISER ACKNOWLEDGE SCHEDULE.	S AND WILL ABIDE BY THE PAYMENT		
IN WITNESS WHEREOF, the partie duly authorized representatives on the	s have caused this Agreement to be executed by their e date first above written.		

Owner Initial_____

Advertiser Initial_\(\sqrt{\bullet}\)

ADVERTISER: Carr Chiropractic Clinic
By Lathy Carl
[authorized signature only]
[print or type name clearly]
[print or type name clearly]
Title administrator Dated 1-8-201
Dated 1-8-201
Address: 2015 Canp but dr. City, State, Zip: Jum. 80 57350
Phone: <u>352-5264</u> Fax:
Fax: Email Address:
OWNER: Huron School District 2-2
Ву
Huron Board of Education
Board Approved

Advertiser: Carr Chiropractic Clinic

HURON ARENA ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this day of day of DAKTRONICS, INC. ("Daktronics").

WHEREAS, Daktronics has entered or will enter into an agreement with Huron Arena (the "Customer Agreement") pursuant to which (a) Daktronics shall install or has installed certain scoreboard and/or other components at, within or around the Customer's facilities and (b) Customer has granted to Daktronics the exclusive right to market and sell on behalf of the Customer the advertising rights upon such equipment and other components and within, around and/or at such facilities; and

WHEREAS, Daktronics has marketed to the Advertiser certain of such advertising rights and the Advertiser desires to acquire certain of such advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

- 1. <u>Granting of Advertising Rights</u>. The Customer hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the Huron Arena (collectively, the "Facility") as more particularly described on, and subject to the terms and conditions of, Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising provided hereunder by the Customer shall be operated and shown by Customer in accordance with Attachment A at all events to be held within, around and/or at the Facility.
- 2. <u>Fabrication of Panel(s)</u>. Daktronics shall fabricate the initial advertising panel or panels, as well as other initial advertising that may be in the form of banners or other on-premise signage.
- 3. <u>Term.</u> This Agreement and the grant of Advertising hereunder shall be for a term of Ten (10) years beginning on 01 October 2004 or the date the Equipment and other components are installed, operational and accepted by Customer (the "Commencement Date") and ending on the (10th) anniversary of the Commencement Date (the "Term"). Each of the twelve (12) month periods during the Term commencing on the Commencement Date and on each anniversary thereof shall be referred to as an "Agreement Year."
- 4. <u>Advertising Fees.</u> Advertiser shall pay the sum of Two Thousand Five Hundred Dollars (\$2,500) annually per Agreement Year. See Attachment A for details. Customer and Daktronics hereby direct Advertiser to make such payment of Advertising Fees directly to Daktronics at the address specified below Daktronics' name on the signature page hereof.

In addition, Advertiser shall pay immediately upon demand all sales, use privilege, ad valorem, excise or other similar taxes paid or payable by Daktronics or the Customer in connection with this Agreement.

5. <u>Nonpayment</u>. In the case of Advertisers' failure to pay the Advertising Fees hereunder within twenty (20) days' receipt of written notice of such nonpayment, Daktronics shall declare immediately due and payable the present value of all future payments together with amounts then owed, together with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity.

- 6. <u>Limitation of Liability</u>. The entire liability of Customer and Daktronics to Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Customer or Daktronics be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Customer or Daktronics knew or should have known of the possibility of such damages.
- 7. Assignment. This Agreement shall not be assigned by Advertiser nor shall Advertiser grant to any other person any of its rights without the prior written consent of Daktronics and the Customer, which consent shall not be unreasonably withheld. Daktronics may assign its right to payments hereunder without the prior written consent of Customer or Advertiser. Upon such assignment, Daktronics shall provide written notice thereof to Customer and Advertiser. Customer and Advertiser shall promptly execute such documentation as an assignee of Daktronics may reasonably require stating (i) they will send copies of any notices required under this Agreement to the assignee; (ii) they are not entitled to withhold, delay or condition the payment of their obligations under this Agreement based upon any claims they may have against Daktronics; (iii) they represent that this Agreement is in full force and effect, and is enforceable against such parties in accordance with its terms; and (iv) with respect to the Customer, its obligations under the Agreement are not subject to periodic budget appropriations.
- 8. <u>Non-Disclosure</u>. Advertiser and Customer acknowledge and agree that this Agreement and all terms and conditions hereof, are considered to be confidential in nature and shall under no circumstances be disclosed to any third party, either in its entirety or in parts, with the following exceptions: (a) where the disclosure is made to the disclosing party's attorneys, accountants, and advisors; or (b) where the disclosure is mandated by judicial order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

DAKTRONICS: DAKTRONICS, INC. By Annes B. Morgan, President and Chief Executive Officer Dated 7 7 7 Contact Information 331 Thirty-Second Avenue, PO Box 5128, Brookings, SD 57006-5128 Attn: Daktronics Sports Marketing, A Division of	ADVERTISER: CARR CHARDHRACTIC CLINIC By [authorized signature only] Dated 8 6 0 Contact Information 2065 Campbell Drive, Huron, SD 57350
Daktronics, Inc.	Phone- (605)-352-5264
Phone – (888) 325-8463 Fax – (605) 697-4700	
ARENA: HURON ARENA	
By	
Dated	
Contact Information Huron Public Schools, 2005 Riveridge SE, Huron, SD 5733	50

Phone- (605) 352-8097 Fax- (605) 353-6993

Attachment A VICTORY PARTNERSHIP PACKAGE FOR HURON ARENA

SIGNAGE ENTITLEMENTS

Main Arena

- One (1) panel on inside of railing surrounding main floor. West Side
- One (1) panel on concourse stairwell railing. NE Well
- One (1) arena well.

One (1) lower arena well.

TERMS AND CONDITIONS:

- Founding Partnership Commitment, annual Fee
 - O Ten (10) years, at \$2500 per year

Term 10 yrs Start Date 1 October 2004 End Date 30 September 2014

TIGER STADIUM ADVERTISING AGREEMENT RENEWAL

Advertiser I	nitial RH Owner Initial
	ons of the Advertising Agreement are hereby ratified and confirmed, and shall in full force and effect.
3. Ratific	ation. Except as expressly modified hereby, the remaining terms and
extend	ising Fees. Effective as of the date hereof, the Advertising Fees for such ed term shall be \$1,500 (one thousand five hundred dollars) per year, payable in accordance with the attached Payment Schedule.
and af	tising Agreement shall be extended to run for 1 (one) year or 2 (two) years from the January 1, 2021, and ending on December 31, 2021 or December 31, 2022.
1. Renew	val/Extension of Term. Effective as of the date hereof, the Term set forth in the
	re, for good and valuable consideration, the receipt and sufficiency of which are welledged, the parties agree as follows:
WHEREAS, herein.	the parties desire to extend and modify the Advertising Agreement as set forth
	ed May 14, 2010 (as amended, the "Advertising Agreement") (a copy of the Agreement" is attached); and
WHEREAS,	Advertiser and Owner have entered into the Advertising Agreement for Tiger
₩	"), and HURON SCHOOL DISTRICT 2-2, ("Owner").
	, 20 <u>21</u> , by and among DAKOTALAND FEDERAL CREDIT UNION

PAYMENT SCHEDULE

Agreement year 2021: For services rendered January 1, 2021 to December 31, 2021. Agreement year 2022: For services rendered January 1, 2022 to December 31, 2022.
Please select a renewal option:
Renewing Tiger Stadium only for 2021 for \$1,500
Renewing Huron Arena and Tiger Stadium for 2021 for \$2,250 (Huron Arena) and \$1,350 (Tiger Stadium)
X Renewing Huron Arena and Tiger Stadium for 2021 and 2022 for \$2,125 per year (Huron Arena) and \$1,275 per year (Tiger Stadium)
Tiger Stadium Payment Schedule for 2021
Payment #1: \$ 1,275 •• Payment due on or before 1-31-2021
Payment #2: \$ Payment due on or before
Payment #3: \$ Payment due on or before
Payment #4: \$ Payment due on or before
Tiger Stadium Payment Schedule for 2022
Payment #1: \$ 1,275 Payment due on or before 1-31-2022
Payment #2: \$ Payment due on or before
Payment #3: \$ Payment due on or before
Payment #4: \$ Payment due on or before
ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.
Advertiser Initial PL Owner Initial

By Ryan Archne [authorized signature only] Ryan Goehner [print or type name clearly] Title President / CEO Dated 1-5-2021 Address: 2297 Kansas Ave SE, Stell City, State, Zip: Huron SP 57350 Phone: 605-352-2845 Fax: 605-352-5918 Email Address: ryang@dakotalandfcu.com OWNER: Huron School District 2-2 By ____ Huron Board of Education Board Approved ____

ADVERTISER: Dakotaland Federal Credit Union

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this 14th day of May, 2010, by and among DAKOTALAND FEDERAL CREDIT UNION ("Advertiser"), DAKTRONICS, INC. ("Daktronics") and HURON SCHOOL DISTRICT ("Customer").

WHEREAS, Daktronics has entered or will enter into an agreement with Customer (the "Customer Agreement") pursuant to which (a) Daktronics shall install or has installed certain video display, scoreboard, electronic message center equipment and/or other components at, within or around the Customer's facilities and (b) Customer has granted to Daktronics the exclusive right to market and sell on behalf of the Customer the advertising rights upon such equipment and other components and within, around and/or at such facilities; and

WHEREAS, Daktronics has marketed to the Advertiser certain advertising rights and the Advertiser desires to acquire certain advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

- 1. Granting of Advertising Rights. Subject to the terms and conditions of this advertising agreement the Customer hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within or pertaining to the facilities (collectively, the "Facility") as more particularly described on Attachment A attached hereto and incorporated herein (the "Advertising Specifications"). The Advertising specifications hereunder shall be provided by Customer in accordance with Attachment A at all events to be held within, around and/or at the Facility; provided, however, that Advertiser understands that certain events held in the Facility, such as, but not limited to, Commencement activities, may not allow advertising to be present.
- 2. Fabrication of Panel(s). Daktronics shall fabricate the initial advertising panel or panels, as well as other initial advertising that may be in the form of banners or other on-premise signage, if any, described on Attachment A. Advertiser is solely responsible for submission of all logo and associated artwork for use on printed items, advertising panels, advertising copy, and promotional items and other. Advertiser shall reasonably cooperate with Daktronics in connection with any such fabrication and shall pay upon demand (unless otherwise agreed in writing) any expenses incurred due to any change orders made by Advertiser with respect thereto. Advertising copy layout approval is required by Advertiser, Daktronics, and Customer (if required). The initial ad copy layout and up to two (2) revisions per ad copy layout will be provided at no cost. If additional revisions are requested by Advertiser, revisions will be billed at \$130.00 per hour.
- 3. <u>Custom Programming; and/or Conversion of Video Content.</u> Daktronics shall create the following *initial* custom programming and/or conversion of video content:

For the Football Display

Static Sponsor Logo Treatment

Daktronics shall create all custom programming delineated above within thirty (30) days of Advertiser's submission of suitable storyboard concepts including necessary camera-ready or proper electronic format artwork as reasonably approved by Daktronics.

Advertiser is solely responsible for submission of all logos and associated artwork. Daktronics shall convert into a format displayable upon the Equipment the video content, as delineated above within thirty (30) days of Advertiser's delivery to Daktronics of properly formatted broadcast quality video content and/or logos, as reasonably approved by Daktronics.

Advertiser shall reasonably cooperate with Daktronics in connection with any such custom programming or conversion and shall pay upon demand (unless otherwise agreed in writing) any expenses incurred due to any change orders made by Advertiser with respect thereto.

- 4. Term. This Agreement and the grant of Advertising hereunder shall be for a term of Five (5) years beginning on the later of August 1, 2010 or the date the Equipment and other components are installed and operational by Customer (the "Commencement Date") and ending on the fifth anniversary of the Commencement Date (the "Term"). Each of the twelve (12) month periods during the Term commencing on the Commencement Date and on each anniversary thereof shall be referred to as an "Agreement Year."
- 5. Advertising Fees. In consideration for the Advertising, fabrication of panels, if any, other on-premise signage, if any, and custom programming or conversion, if any, Advertiser shall pay the sum of One Thousand Five Hundred Dollars Net (\$1,500 net) (the "Advertising Fees") per Agreement Year, payable per Attachment B (Payment Schedule). The payments shall be directed to Daktronics at the address specified below Daktronics' name on the signature page hereof. Any applicable sales, use privilege, ad valorem, excise or other similar taxes shall be paid by Advertiser in addition to Advertising Fees.
- 6. <u>Casualty; Impairment; Extension</u>. In the event of casualty, condemnation, material damage or destruction of the Equipment and other components, Customer shall timely replace or repair the Equipment and other components. In such event, or if the Facility is otherwise not used for scheduled events, Customer agrees to provide to Advertiser, an extension of the Advertising provided hereunder for events similar in type and exposure and held at the Facility, as deemed appropriate by Customer in the exercise of its reasonable discretion. Payment of all Advertising Fees due during any such extension shall be made in accordance with Section 5.
- 7. Nonpayment. In the case of Advertisers' failure to pay the Advertising Fees hereunder within twenty (20) days of due date, Daktronics shall have the right to declare immediately due and payable the present value (discounted using a 8.5% rate of interest) of all future payments together with amounts then owed, together with reasonable attorneys' fees and costs, and/or pursue any other remedies available at law or in equity. The Customer agrees to cooperate with Daktronics in enforcing any payment terms under this Agreement and to take whatever action is reasonably necessary to enforce the payment terms hereunder.
- Advertiser, regardless of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 12-month period immediately prior to Advertiser's giving of notice of such claim. In no event will Customer or Daktronics be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not limited to, loss of use, revenues, profits or savings, even if Customer or Daktronics knew or should have known of the possibility of such damages. Except with respect to, and to the extent of, prepayments of Advertising Fees hereunder, Advertiser hereby releases Daktronics from any future claims, demands, actions, causes of action, liabilities or damages to the extent directly or indirectly resulting from (i) the negligence or fault of the Customer or the Customer's agents or employees with respect to its operation of the Equipment or otherwise, or (ii) any early termination of this Agreement by the Customer other than as a result of the negligent act or material breach of Daktronics.
- 9. <u>No Warranties</u>. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ATTACHMENT A TO THIS AGREEMENT, CUSTOMER AND DAKTRONICS EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- Advertiser grant to any other person any of its rights without the prior written consent of Daktronics and the Customer. Daktronics may assign its right to payments hereunder without the prior written consent of Customer or Advertiser. Upon such assignment, Daktronics shall provide written notice thereof to Customer and Advertiser. Customer and Advertiser shall promptly execute such documentation as an assignee of Daktronics may reasonably require stating (i) they will send copies of any notices required under this Agreement to the assignee; (ii) they are not entitled to withhold, delay or condition the payment of their obligations under this Agreement based upon any claims they may have against Daktronics; (iii) they represent that this Agreement is in full force and effect, and is enforceable against such parties in accordance with its terms; and (iv) with respect to the Customer, its obligations under the Agreement are not subject to periodic budget appropriations.
- 11. <u>Marketing Materials</u>. The Advertiser acknowledges and agrees that Daktronics may, and hereby authorizes Daktronics to take and utilize in any of its marketing materials photographs of the Equipment and inventory upon and after installation; provided, however, that the depiction of the Advertiser's (or their respective affiliates') trademarks or logos, if any, in such photographs shall be incidental to the principal subject, and the Equipment.
- 12. <u>Miscellaneous</u>. No party shall be liable for delay in performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, strikes, and delinquencies of suppliers, intervention of any governmental authority or acts of war or terrorism. The parties agree that if any part or provision of this Agreement is in any manner held to be invalid, illegal, void, or in any manner unenforceable, or to be in conflict with any law or, including but not limited to the NCAA, interscholastic governing bodies or the Customer's rules or regulations, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Neither Advertiser, Customer nor Daktronics are partners or joint venturers with the other or others.
- 13. Non-Disclosure. Advertiser and Customer acknowledge and agree that this Agreement and all terms and conditions hereof, are considered to be confidential in nature and shall under no circumstances be disclosed to any third party, either in its entirety or in parts, with the following exceptions: (a) where the disclosure is made to the disclosing party's attorneys, accountants, and advisors; or (b) where the disclosure is mandated by judicial order. Specifically, but not by way of limitation, neither Advertiser nor Customer may disclose to any third party any portion of the financial terms of this Agreement. In the event of any unauthorized disclosure, the disclosing party shall be liable to Daktronics for all losses, damages, and costs occasioned thereby. In addition, Daktronics shall be entitled to enforce its rights hereunder by way of injunction, restraining order, or other relief to enjoin any breach or default under this non-disclosure clause.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

ADVERTISER: DAKOTALAND FEDERAL CREDIT UNION
a Calle
By Allino (in)
[authorized signature only]
Daniel R Cumbee
tpinit of type fiame clearly]
Title President/CEO
Dated 5-14-10
Contact Information Dan Cumbee 1371 Dakota South
Huron, SD 57350
Phone: 605-352-2845
Fax: 605-352-2852
danc@dakotalandfcu.com
CUSTOMER: HURON SCHOOL DISTRICT
Ву
[authorized signature only]
[print or type name clearly]
Title
Dated
Contact Information Name:
Address:
City, State, Zip:
Phone:
Fax:
Email Address:
DAKTRONICS:
By
By Authorized Signature and Title
, rationized signature and fitte
Dated
Contact Information 331 Thirty-Second Avenue, PO Box 5128, Brookings, SD 57006-5128
Daktronics Sports Marketing, A Division of Daktronics, Inc.
Attn: DSM Business Manager

Phone – (800) 325-8766 Fax – (605) 697-4700

ATTACHMENT A ADVERTISING SPECIFICATIONS

TIGER STADIUM - FOOTBALL EVENTS

SCOREBOARD SIGNAGE

• One (1) bottom level non backlit sponsor application on main scoring display-approx. 3'6"h x 4'w

MESSAGE DISPLAY CONTENT

- One (1):15 PRE-GAME advertising exposure with corresponding PA announcement per regular season home varsity football game (two sentence max)
- Rotating POST-GAME advertising exposures. Logo/text will rotate with other sponsors, school information, and game prompts.

TIGER STADIUM-TRACK EVENTS

MESSAGE DISPLAY CONTENT

PRE-IN-POST-EVENT rotating advertising exposures per regular season home track events.
 Logo/text will rotate with other sponsors, school information, and game prompts.

MULTI MEDIA

• One (1) event pass which includes admission to all Huron High School athletic events (excludes post season events)

ADAGREE2010

ATTACHMENT B PAYMENT SCHEDULE

- Agreement year 1: For services rendered August 1, 2010 to July 31, 2011 Payment 1: \$1500 Payment due on or before August 1, 2010
- Agreement year 2: For services rendered August 1, 2011 to July 31, 2012 Payment 1: \$1500 Payment due on or before August 1, 2011
- Agreement year 3: For services rendered August 1, 2012 to July 31, 2013 Payment 1: \$1500 Payment due on or before August 1, 2012
- Agreement year 4: For services rendered August 1, 2013 to July 31, 2014 Payment 1: \$1500 Payment due on or before August 1, 2013
- Agreement year 5: For services rendered August 1, 2014 to July 31, 2015 Payment 1: \$1500 Payment due on or before August 1, 2014

ADVERTISER ACKNOWLED	GES AND	WILL ABIDE BY	THE PAYM	ENT SCHEDULE
ADVERTISER INITIALS:	C			

TIGER STADIUM ADVERTISING AGREEMENT RENEWAL

This advertising agreement renewal is made and entered into this day of	
("Advertiser"), and HURON SCHOOL DISTRICT 2-2, ("Owner").	
WHEREAS, Advertiser and Owner have entered into the Advertising Agreement for	Tiger
Stadium dated May 21, 2010 (as amended, the "Advertising Agreement") (a copy of	the
"Advertising Agreement" is attached); and	
WHEREAS, the parties desire to extend and modify the Advertising Agreement as s	et forth
herein.	
Now, therefore, for good and valuable consideration, the receipt and sufficiency of w	vhich are
hereby acknowledged, the parties agree as follows:	
1. <u>Renewal/Extension of Term</u> . Effective as of the date hereof, the Term set fort	h in the
Advertising Agreement shall be extended to run for 1 (one) year or 2 (two) year	ars from
and after January 1, 2021, and ending on December 31, 2021 or December 31,	, 2022.
2. <u>Advertising Fees</u> . Effective as of the date hereof, the Advertising Fees for suc	h
extended term shall be \$1,500 (one thousand five hundred dollars) per year, pa	ayable in
advance in accordance with the attached Payment Schedule.	
3. <u>Ratification</u> . Except as expressly modified hereby, the remaining terms and	
conditions of the Advertising Agreement are hereby ratified and confirmed, ar	ıd shall

Owner Initial_____

remain in full force and effect.

Advertiser Initial______

PAYMENT SCHEDULE

The state of the s	rendered January 1, 2021 to December 31, 2021. rendered January 1, 2022 to December 31, 2022.
Please select a renewal option:	
Renewing Tiger Stadium only	for 2021 for \$1,500
Renewing Huron Arena and Ti \$1,350 (Tiger Stadium)	iger Stadium for 2021 for \$2,250 (Huron Arena) and
Renewing Huron Arena and T (Huron Arena) and \$1,275 per	iger Stadium for 2021 and 2022 for \$2,125 per year year (Tiger Stadium)
Tiger Stadium Payment Scho	edule for 2021
Payment #15 1275	Payment due on or before \(\lambda b \) \(\lambda 02 \rangle \)
Payment #2:	Payment due on or before
Payment #3:	Payment due on or before
Payment #4:	Payment due on or before
Tiger Stadium Payment Scho	edule for 2022
Payment #1: 12 15	Payment due on or before Feb. 2022
Payment #2:	Payment due on or before
Payment #3:	Payment due on or before
Payment #4:	Payment due on or before
ADVERTISER ACKNOWLEDGE SCHEDULE.	S AND WILL ABIDE BY THE PAYMENT
IN WITNESS WHEREOF, the partie duly authorized representatives on the	es have caused this Agreement to be executed by their e date first above written.
Advertiser Initial V	Owner Initial

ADVERTISER: Carr Chiropractic Clinic
By <u>Kathy</u> (au [authorized signature only]
[print or type name clearly]
Title admini Stratu Dated 1-7-21
Address: 3065 Campbell dr. City, State, Zip: Hurn SD 57350
Phone: <u>352-5264</u> Fax: Email Address:
OWNER: Huron School District 2-2
By Huron Board of Education
Board Approved

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into this A day of May, 2010, by and among CARR GUROP RACTIC CLINIC ("Advertiser"), DAKTRONICS, INC. ("Daktronics") and HURON SCHOOL DISTRICT ("Customer").

WHEREAS, Daktronics has entered or will enter into an agreement with Costomer (the *Customer Agreement") pursuant to which (a) Daktronics shall hatall or has installed textain video display, a corebband, electronic message center equipment and for other components at, within or around the Customer's facilities and (b) Customer has granted to Daktronics the exclusive right to market and sellon behalf of the Customer the advertising rights upon such equipment and other components and within, around and done at auth facilities, and

WHEREAS, Doktronics has marketed to the Advertiser certain advertising rights and the Advertiser desires to acquire certain advertising rights upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing previses and the mutual covenants betein contained, the parties agree to the following:

- advertising agreement the Customer hereby grants to Advertiser the right to advertise on the specific equipment and other components (the "Equipment") and/or within a pertaining to the facilities (collectively, the "Facility") as more particularly described on Attachment a sitached hereto and incorporated by Customer in accordance with Attachment At all events to be held within, around and/or at the Facility, provided, however, that Advertiser and enstands that certain events held in the Facility, such as, but not limited to, Commencement activities, may not allow advertising to be present.
- Fabrication of Panel (St. Daktronics shall fabricate the satiol advertising panel or parets, as well as other initial advertising that may be in the form of banners or other on-premise and associated activities on Attachment A. Advertiser is solely responsible for submission of all laga and associated activors for use on printed Items, advertising panels, advertising copy, and promotional Items and other. Advertiser shall reasonably cooperate with Caktronics in connection with any such fabrication and shall pay upon demand (unless otherwise agreed in writing) any expenses incurred due to any change orders made by Advertiser with respect thereico. Advertising copy layout approval is required by Advertiser, Daktronics, and Customer (frequired). The initial ad copy layout and up to two Advertiser, be ad copy leyout will be provided at na cost. If additional revisions are requested by Advertiser, revisions will be billed at \$130.00 per hour.
- 3. <u>Custom Programming: and for Conversion of Video Content.</u> Delytropics shall create the following imbiolicustom programming and for conversion of video content:

For the Football D'splay

Static Sponsor Logo Treatment

Daktronics shall create all custcan programming delineated above within thirty (30; days of Advertiser's submission of suitable storycoard concepts including necessary camera-ready or proper electronic format artwork as ressonably approved by Dalttronics.

Advertises is solely responsible for submission of all logos and associated artwork. Daktronics shall convert into a format displayable upon the Equipment the video content, as delineated above mithin

thirty (30) days of Advertiser's delivery to Daktronics of property formatted broadcast quality video content and/or logos, as reasonably approved by Daktronics.

Advertiser shali re asonably conperate with Dekmonics in connection with any such qustom programming or conversion and shall pay upon demand (unless otherwise agreed in writing) any expenses incurred due to any change orders made by Advertiser with respect thereto.

V 0 / L 1 / L U

4. <u>IEITI</u>. This Agrzement and the grant of Advertising hereunder shall be for a term of Rive (3) years beginning on the later of August 4, 2010 or the date the Equipment and other components are installed and operational by Customer (the "Commencement Date") and ending on the fifth anniversary of the Commencement Cate (the "Term"). Each of the tweive (22) month periods during the Term commexcing on the Commencement Date and on each anniversary thereof shall be referred to as an "Agreement Year."

09.00 TAA 000 092 0142

- S. Advertising Fees, in consideration for the Advertising, fabrication of panels, if any, ether on-premise signage, if any, and custom programming or conversion, if any, Advertises shall pay the sum of One Thousand Five Hundred Bollars Net (\$1,50c Det) (the "Advertising Fees") per Agreement Year, payable per Attachment 6 (Payment Schedule). The payments shall be directed to Daktronics at the address specified below Daltronics' name on the signature page hereof. Any addition to Advertising Fees.
- damage or destruction of the Equipment, Extension, in the event of casualty, condemnation, material damage or destruction of the Equipment and other components, Customer shall timely replace or repair the Equipment and other components. In such event, or if the Facility is otherwise not used for scheduled events, Customer agrees to provide to Advertiser, an extension of the Advertising provided here under for events similar in type and exposure and held at the Facility, as deemed appropriate by Customer in the exercise of its reasonable discretion. Payment of all Advertising Fees due during any such extension shall be made in accordance with Section s.
- hereunder within twenty (20) days of due date, Daktronics shall have the right to declare immediately due and payable the present value (discounted using a B.5% rate of interest) of all future payments tagether with amounts then cwed, together with reasonable attorneys fees and costs, and/or pursue any other remedies aveilable at law or in equity. The Customer agrees to cooperate with Daktronics in enforcing any payment terms under this Agreement and to take whatever action is reasonably recessary to enforce the payment terms hereunder.
- 8. <u>Limitation of Liability</u>. The entire l'ability of Customer and Daktronics to Advertizzy, regardizzo of the form of action, whether in contract or in tort, will not exceed Advertising Fees paid during the 22-month period immediately prior to Advertizer's giving of notice of such claim. In me event will Customer or Daktronics be liable for any incidental, indirect, special or consequential damages to Advertiser, including, but not finited to, loss of use, "evenues, profits or savings, every if Customer or Daktronics crew or should be keeknown of the possibility of such camages. Except with respect to, and to the extent of, prepayments of Advertising Fees hereunder, Advertiser hereby releases Daktronics from any future claims, demands, actions, causes of action, liabilities or damages to the extent directly or indirectly resulting from (i) the regiligence or fault of the Customer's agents or employees with respect to its operation of the Equipment or other continuation of this Agreement by the Customer of the Equipment or of the continuation of this Agreement by the Customer of the Equipment or or material breach of Daktronics.

ADASEEruno

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9. Mo Warenies. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN ATTACHMENT A TO THIS AGREEMENT, CUSTOMER AND DAKTRONICS EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANJABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

grant to any other person any of its rights without the prior written consent of Daktronics and the Customer. Dationics any of its rights without the prior written consent of Daktronics and the Customer. Dationics may assign its right to pryments hereunder without the prior written consent of Customer or Advertiser. Upon such assignment, Daktronics shall promptly execute such documentation as an Customer and Advertiser. Such promptly execute such documentation as an assignment of Daktronics may reasonably require stating it) they will seed copies of any notices required under this Agreement to the assignee; (ii) they are not entitled to wiithtead, delay or condition, the preyment of their obsignations under this Agreement is no foll force and effect, and is enforceable against such parties in accordance with its terms, and (N) with respect to the Customer, its obligations under the Agreement are not subject to personic budget a spropriations.

VUIUU LIM UUU UUR

- 11. Marketing Materials. The Advantser acknowledges and agrees that Daktronics may, and hereby authorizes Daktronics to take and utilize in any of its marketing materials photographs of the Equipment and invertory upon and after installation, provided, however, that the depiction of the Advertiser's for their respective affiliates? and the Equipment.
- source to the control, including but not limited to acts of God, fires, strikes, and delinquencies of suppliers, intervention of any governmental authority or acts of God, fires, strikes, and delinquencies of suppliers, intervention of any governmental authority or acts of war or terroissm. The parties agree that if any past or provision of this Agreement is in any manner held to be invelid, files al, void, or in any manner unenforceable, or to be in conflict with any law or, including but not limited to the NGAA, interschelastic governing bodies or the Customer's values or regulations, then the NGAA, interschelastic governing bodies or the Customer's values or regulations, then the validity of the shalf be constructed and enforced in a manner designed to effect, are the latest expressed in this Agreement to the maximum extent permitted by law. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Neither Advertiser, Customer nor Baktronics are partners or Johnt venturers with the other or others.
- Agreement and all terms and conditions hereof, are considered to be confidential in nature and shall under no alreament and all terms and conditions hereof, are considered to be confidential in nature and shall under no alream stances to disclosed to any third party, either in its entirety or ir parts, with the following exceptions: (a) where the disclosure is made to the disclosing party's attorneys, accountants, and advisors; or (b) where the disclosure is mandated by judicial order. Specifically, but not by way of Instation, neither Advartiser nor Customer may disclosure only indicial order. Specifically, but not for way of Instation, neither Advartiser nor Customer may disclosure only third party any portion of the financial terms of this Agreement. In the event of any unauthorized disclosure, the disclosing party shall be liable to Dektronics for all losses, damages, and costs accasioned thereby, in addition, Daktronics shall be entitled to enforce its rights hereundar by way of injunction, restraining oxize, or other relief to enjoin any breach or default under this mon-disclosure slause.

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in witness whereOF, it e parties have caused this Agreement to be executed by their duly authorized representatives on it e date first above written.

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ADVERTISER: CARR CHIROPRACTIC CLINIC) 	(A	
CARRCHI	Suthorbred signature offer	. ([p'int or tree name dearly]
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71:12 MAMAGEN Dated 5-21-10 Contact Information

Set Spills

Tols Campbell Drive
Huron, SD 3:350
Phore: 605-227-5254,
Fax: 252. 977 L
Emzi. Address:

CUSTOMER HURON SCHOOL ESTRICT

By [acthorized signature only] iprint or type name Cearly]

Tale

Dated

Contact Information
Rome:
Address:
City, State, Zip:
Phone:
Fac.

Eac.

DAKTRONKS:

BY Authorized Signature and Titte Dated Contact Information 331 Thirty-Second Avenue, PO Eox 5128, Brookings, SD 57236-5118 Daktronics Sports Varketing, A Civision of Daktronics, Inc.

Atta: DSM Business Madages Mone – (800) 325-8766 Fax – (505) 597-4700

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ATTACHMENT A ADVERTISING SPECIFICATIONS

TRUER STADIUM - FOOTBALL EVENTS

SCOREBOARD SIGNACE

Oure (1) bottom level roop backlit sponsor application on main scoring display-approx. 3'6'h.

MESSAGE DISPLAY CONTRINT

- Out (4):15 PRB-GAME advertising exposure with corresponding PA announcement regular season home varishy football game (two sectorics max)
- Robiting POST-GAME advertising exposures. Legodesd will rotate with other sponsors, school information, and game procedure.

TREER STADIUM-TRACK EVENTS

MESSAGE DISPLAY CONTENT

PRE-IN-FOST-EVENT rotating advertising exposures per regular season borne track events.
 Logo/text will raiste with other sponsors, school information, and game group is.

MULTI MEDIA

• One (1) event pass which includes admission to all Huron High School athletic events (excludes post season events)

9.

ATTACHMENT B PAYMENT SCHEDULE

Agreement year 1: For services rendered August 11, 2010 to Auly 31, 2010 Payment 1: \$1,500.00 Payment due on or before August 1, 2010

Agreement year 2: For services rendered August, 2011 to July 31, 2017 Payment 1: \$1,500.30 Payment due on or before August, 1, 201 Agreement year 3: For services rendered August 2, 1012 to July 31, 2013
Payment 1: \$1,500.00 Payment due on or before August 1, 2012

Agreement year 4: For services rendered August 1, 2013 to July 31, 2014
Payment a: S2,500.00 Peyarent due on arbefore August 1, 2013

Agreeniant year S: For services rendered August 1, 2014 to July 31, 2015
Payment 1: 12,500.00 Payment due on or before August 1, 2014

ADVERTISER ACKNOWLEDGES AND WILL ABIDE BY THE PAYMENT SCHEDULE ADVERTISER INITIALS:

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DAKTRONICS

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debit entries from the Depositor's account idea filed above, and authorizes the depositor's account ideal above, and authorizes the depository in amed above (the "Depository") to such debit entries from such account.

This authorization is for the above dated transaction only. (Une true transaction)

This authorization shall tempin in full force and effective until the Purchaser sends written not faction of the Purchaser sends written not faction of this Authorization and for so lang thereafter as is necessary to affect the Company and the Purchaser a reasonable appartunity to act or such change or tearriation. (Recurring Transaction)

HALLING TYPE OF TYPE OF PINT Name Cleans

Authorized signature

Date Note: The person agricultis documentarial abobe on fro book ביות המאספון is documented of the relevence במאלרפלי

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