

MARKETING, ADVERTISING AND PROMOTIONAL SERVICES AGREEMENT

The parties to this Marketing, Advertising and Promotional Services Agreement ("Agreement") dated as of this 1st day of August 2002, are Action Sports Media, Inc. ("ASM") and the Eanes Independent School District ("District").

RECITALS

- A. The District owns and operates a sports and field complex and related facilities where it participates in or hosts a variety of events and activities throughout the year. The District desires to increase its revenue by engaging an entity to market and sell space on its integrated scoring, video/sound, and messaging center equipment located at Westlake Chaparrals Stadium ("Equipment"), and to market and sell corporate marketing, advertising and promotional opportunities.
- B. ASM is a leader in sports marketing, and desires to market and sell for District its Venue Signage and Corporate Marketing.

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants and conditions, the parties agree as follows:

1. Term. This Agreement shall continue for three years, commencing August 1, 2002, and terminating July 31, 2005 ("Term"). For purposes of this Agreement, a "contract year" shall be August 1 through July 31. The Term of this Agreement may be extended by the parties' mutual written agreement.
2. Marketing and Sale of Venue Signage. During the Term of this Agreement, ASM shall have the exclusive right and the obligation to market all space on the District's Venue Signage to sponsors and advertisers ("Sponsors"). The term "Venue" means the Westlake Chaparrals Stadium. The term "Venue Signage" means all signage, permanent or temporary, which is currently or during the Term of this Agreement will be, located at the Westlake Chaparrals Stadium, specifically placed on the District's integrated scoring, video/sound, and messaging center equipment. The District represents and warrants that it has no existing corporate marketing obligations, other than as provided for in Exhibit A, attached hereto, and that it has not granted any exclusivity to any Sponsor other than as provided therein to ASM. Contracts entered into by ASM with a Sponsor for Venue Signage and Corporate Marketing are herein referred to as "Sponsorship Contracts."
3. Marketing and Sale of Corporate Marketing. During the Term of this Agreement, ASM shall have the right to market and sell all direct mail rights, fanfests, additional promotions, public address announcements and event sponsorships ("Corporate Marketing"), subject to the approval of the District's superintendent or designee.
4. Compensation. During the Term of this Agreement, the parties will split the Adjusted Gross Revenue ("AGR") received by ASM pursuant to Sponsorship Contracts as follows:

AGR over the Term	ASM percentage	District percentage
\$0 to \$100,000	25%	75%
\$100,001 to \$200,000	20%	80%
\$200,001 and more	15%	85%

(a) Definition of AGR. AGR is defined as follows: The amount of all revenue received by ASM from Sponsors in consideration of the rights granted by the District in this Agreement pursuant to Sponsorship Contracts ("Advertising Revenue"), less ASM's direct, out-of-pocket costs of fulfillment of the Sponsorship Contracts. Examples of the direct costs of fulfillment of the Sponsorship Contracts are, without limitation, the cost of creating and installing signage, repairs and maintenance of signage, merchandise and

tickets, production of video or audio materials, contests and promotions. Salaries or overhead for full-time ASM employees and shall not be considered as direct, out-of-pocket costs of fulfillment.

(b) Payment to the District. Within thirty (30) days of the end of each calendar quarter, ASM shall pay to the District its percentage, in accordance with the table above, of AGR actually received by ASM during the immediately preceding calendar quarter.

(c) Reports to the District. Along with the payment, if any, to the District, ASM shall also provide the District with a Report, signed by ASM, and submitted to the District's Assistant Superintendent of Business Affairs, providing (i) the name, address, and telephone number of each Sponsor during the quarter for which payment is being made; (ii) the total amount paid to ASM by the Sponsor during that quarter; (iii) the period of time, giving beginning date and ending date, for which the space is licensed to the Sponsor; and (iv) the dollar amount to which the commission is being applied.

5. Venue Signage Obligations. ASM agrees that it shall be responsible, for arranging for the installation, repair and maintenance of sign fascia bearing sponsorship messages. The District agrees that it shall be responsible at its sole expense for the repair and maintenance of the Equipment.

6. Duration of Advertising Contracts and the Effect of an Expiration of the Term or termination of this Agreement. ASM may enter into Sponsorship Contracts that extend beyond the anticipated expiration of the Term of this Agreement and such contracts shall remain valid notwithstanding the expiration of the Term. Upon the expiration of the Term or termination of this Agreement, all Sponsorship Contracts entered into by ASM, to the extent that they relate to Venue Signage will be assigned by ASM to the District and the District agrees to assume all of ASM's obligations thereunder. Within thirty (30) days after the expiration of the Term or termination of this Agreement, provided that such termination did not arise out of or in relation to any breach of this Agreement by ASM, the District shall pay ASM an amount equal to the net present value of fifteen percent (15%) of the total Advertising Revenue to be received by the District under the Sponsorship Contracts, for the entire duration of the Sponsorship Contracts, assigned by ASM to the District in the period after the expiration of the Term or termination of this Agreement. For purposes of calculating the amount due from the District to ASM in accordance with the foregoing: (i) it shall be assumed that Sponsors exercise all options to renew the assigned contracts to the extent that such renewal options are within the Sponsor's discretion, (ii) it shall be assumed that the District does not exercise any right to not renew or terminate any of the assigned contracts and (iii) present value will be calculated utilizing a discount rate equal to the 5-year Treasury Bill rate as of the date of the expiration of the Term or as of the date of the termination of this Agreement.

7. The District's Approval Rights. The District shall have the right, at its sole and absolute discretion, to approve or refuse to approve all Sponsors, Venue Signage, including design, content and artwork, promotional benefits, and use of its name and logos, in advance, ("Rights"). ASM shall state with every proposed sponsor and venue signage proposal an estimate of the ASM's direct, out of pocket expenses. The District's exercise of its sole and discretionary right to refuse approval of any Rights shall include, but not be limited, to any reason the District considers in the best interests of the District. The design, content and artwork, promotional benefits, and use of its name and logos shall be strictly commercial. No religious, political, social advocacy or social issue shall be permitted. No commercial advertising shall be permitted that, in the sole discretion of the District, is inappropriate in the school setting, conflicts with the educational goals of the District, is overly mature, offensive, or creates controversy among faculty, staff, students, parents or community civic groups. It is understood and agreed that the advertising material must be appropriate for all school children, for all grades. ASM shall provide to the District Superintendent or designee in writing, within ten business days, an exact duplicate (or as close as reasonably possible to an exact duplicate), including both copy and pictures, of the proposed sponsors and venue signage, which is intended to be displayed on the District premise. The District agrees promptly to dispose of all requests for approval or disapproval, and agrees that in the event that it fails to take action after the expiration of ten business days of ASM's written request for approval, the District's approval shall be deemed to have been given.

After modification of any proposed sponsor or venue signage that the District has refused to approve, ASM shall submit such modified proposed sponsor or venue signage to the District as set forth above for approval as modified.

8. Trademarks. Neither party shall use the trademarks, logos, or other intellectual property of the other without the other party's consent; provided, however, the District agrees that, subject to its Approval Rights, Sponsor(s) may be allowed to identify itself as an official sponsor of the Westlake Chaparrals.

9. Termination.

(a) In the event that a party fails to perform or comply with a material obligation of this Agreement ("breaching party"), the other party may terminate this Agreement if, after giving written notice to the breaching party, the breaching party fails to correct such breach within thirty (30) days of the written notice.

(b) The District shall also have the right to terminate this Agreement on March 31, 2003, and the right to terminate this Agreement on March 31, 2004, without cause, by providing ASM thirty (30) days prior written notice. In the event the District terminates this Agreement under this subsection, the District agrees to pay as liquidated damages for loss of the bargain and not as a penalty \$10,000 per full contract year left on this Agreement, in addition to amounts due under section 7 of this Agreement.

10. Insurance.

(a) During the Term of this Agreement, the District agrees at its expense, to extend coverage under its existing property insurance policy, to the Venue and Venue Signage.

(b) During the Term of this Agreement, ASM agrees to maintain, at its expense, a commercial general liability insurance policy with limits of not less than \$ 1,000,000, insuring the District and its agents, board of trustees, employees, servants and representatives from liability arising out of or in connection with this Agreement, including but not limited to claims for damages for libel and slander. Upon request by the District, ASM will provide a Certificate evidencing such insurance requiring 30 days' written notice of cancellation.

11. INDEMNIFICATION. ASM AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE DISTRICT AND ITS BOARD OF TRUSTEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, EMPLOYEES, SERVANTS, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, SUITS OR LIABILITIES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY COSTS AND FEES AND EXPENSES OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO (I) ANY VIOLATION OF THE LANHAM ACT, (II) LIBEL, SLANDER, DEFAMATION, INVASION OF PRIVACY, (III) AND NEGLIGENT OR WILLFUL MISCONDUCT RESULTING FROM OR RELATING TO THE PERFORMANCE BY ASM OF THIS AGREEMENT, (IV) CLAIMS BASED ON PATENT, COPYRIGHT, OR TRADEMARK INFRINGEMENT (V) UNFAIR COMPETITION, UNFAIR TRADE PRACTICES, DECEPTIVE TRADE PRACTICES, DECEPTIVE AND MISLEADING ADVERTISING, OR (VI) BROUGHT BY ANY SPONSOR ARISING OUT OF A SPONSORSHIP AGREEMENT, EXCEPT AS TO ACTS OF, OMISSIONS OF, AGREEMENTS WITH, ALLEGED AGREEMENTS WITH OR MATERIAL FURNISHED BY THE DISTRICT, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR PERSONS UNDER THE DIRECTION OR CONTROL OF THE DISTRICT.

12. Limitations on Liability. In no event shall ASM be liable to the District for any indirect, special, or consequential damages, including, but not limited to, lost profits.

13. No Waiver. Failure on the part of one party to complain of any action or inaction on the part of the other party, no matter how long the failure continues, shall never be a waiver of any rights.

14. Representation and Warranties. Each party ("Party") hereby represents and warrants to the other as follows: (a) Party has all corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (b) The undersigned officer executing this Agreement is authorized to enter into this Agreement on behalf of the Party and has the authority to bind the Party to the terms of this Agreement; and (c) This Agreement does not conflict with the terms of the Party's organizational documents or any agreement to which the Party is a party or by which the Party is bound. The District further represents and

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warrants to ASM that it possesses the sole and exclusive right to control and grant the rights described in this Agreement.

15. Relationship of the Parties. The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or construed as creating a partnership, joint venture or agency relationship between the parties.

16. Notices. Any notice related to this Agreement must be in writing, and may be given by depositing the notice in the United States mail, postpaid and certified, addressed to the party to be notified, with return receipt requested, by telecopier, by overnight carrier using a nationally recognized carrier or by delivering it in person to an authorized representative of that party. Notice deposited in the mail in the manner described above shall be effective three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The addresses of the parties for purposes of notices shall be as follows:

If notice is to ASM: Action Sports Media, Inc.
910 NE Martin Luther King, Jr. Blvd.
Portland, OR 97232
Attn: Ralph McBarron, Vice President & General Manager
Telecopier Number: 503-963-3815

With a copy to: Michael V. Fennell
Vice President/General Counsel
Action Sports Media, Inc.
One Center Court, Suite 200
Portland, Oregon 97227
Telecopier Number: 503-736-2188

If notice is to the District: Eanes Independent School District
601 Camp Craft Road
Austin, Texas 78746
Attn: Jess Butler, ~~Interim~~ Superintendent of Schools
Telecopier Number: 512-329-3647

Each party shall have the right at any time to change its address to any other address within the continental United States by giving at least fifteen (15) days written notice of such change to the other party.

17. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas, and an action, proceeding or arbitration brought to enforce or interpret or arising from this Agreement shall be brought in Travis County, Texas.

18. Successors and Assigns. Neither party may assign any part of this Agreement without the prior written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of ASM and the District.

19. Arbitration. Any dispute or claim which arises out of or which relates to this Agreement, or the interpretation or breach of this Agreement, shall be resolved in accordance with the then effective commercial arbitration rules of the American Arbitration Association.

20. Attorney Fees. In case any suit or action or proceeding in bankruptcy court or arbitration is instituted by either party hereto arising out of this Agreement, the prevailing party in such action, including any appeal, shall be entitled, in addition to the cost and disbursements provided by statute, to reasonable attorneys fees as determined by the arbitrator or by the court on trial or appeal.

21. Counsel. Each party has been represented by counsel or has had the opportunity to be represented by counsel in connection with the negotiation and preparation of this Agreement. Each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including, without limitation, any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party who drafted it.

22. Entire Agreement. This document contains the complete and exclusive agreement between the parties, and is intended to be a final expression of their agreement. No promise, representation or covenant not included in this document has been or is relied upon by any party. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.

23. Survival. The following paragraphs shall survive this Agreement: Paragraphs 4(b), (4)(c), 6, 8, 11, 12, 13, 14, 15, 17, 19, 20, 21, and 22.

IN WITNESS WHEREOF, duly authorized representatives of ASM and the District have executed this Agreement effective the day and year written above.

note exhibit A

ACTION SPORTS MEDIA INC.

By: _____
Name: _____
Title: _____

EANES INDEPENDENT SCHOOL DISTRICT


By: 
Name: Jess Butler
Title: Superintendent

Exhibit A

Existing Corporate Marketing Obligations

1. Coca-Cola
2. KVET Radio
3. Westlake Chaps Club
4. Westlake PTO Club
5. Westlake Hyline
6. Westlake Band Parents
7. Westlake Cheerleaders

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From: Cindy Hallett
To: Kim Builta; Tom Zimmerer
Date: 2/23/2004 10:54:03 AM
Subject: Action Sports Media

We are expecting a check from Action Sports Media in the amount of \$11,719.00. This was mailed on Friday 2/20/04.
FYI

Cindy Hallett C.P.M.
Purchasing Coordinator, Eanes ISD
512-732-9036

CC: Kristin High



Handwritten notes:
 9/13/03
 KR

Westlake High School

2002-03 Westlake High School Share (Eanes Independent School District)

02-03 SUMMARY:

Sponsor	Gross Westlake HS Sponsorship	Less: Installation Fees	Adjusted Gross Revenue (AGR)	Less: ASM Commission (25%)	Total Amount due to Eanes (75%)
University Federal Credit Union	21,250	1,015	20,235	5,059	15,176
Schlotszky's, Inc.	25,500	3,127	22,373	5,593	16,779
Total	46,750	4,143	42,607	10,652	31,955

RECOGNITION TO DATE:

	Adjusted Gross Revenue (AGR)	Amount Collected to Date	% Collected to Date	AGR to date	Less: ASM Commission (25%)	Amount due to Eanes (75%)	Amount remaining to be paid to Eanes
University Federal Credit Union	20,235	21,250	100%	20,235	5,059	15,176	-
Schlotszky's, Inc.	22,373	12,750	50%	11,186	2,797	8,390	8,390
Total	42,607	34,000			7,855	23,566	8,390

Gross Westlake HS Sponsorship amounts	\$46,750
Less: Installation Fees	(4,143)
Adjusted Gross Revenue Share	\$42,607
Less: ASM Commission	(10,652)
Forecast Payment to Eanes	\$31,955

*****Current as of July 21, 2003*****

ACTION SPORTS MEDIA

Westlake High School

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Less: ASM Commission	(10,652)
Forecast Payment to Eanes	\$31,955

*****Current as of July 21, 2003*****

Other contracts:

The Steam Team	one year	\$7,500 for the one yr.	Due Oct. 1,2003	Less fees and commission
The Princeton Review	three years	\$10,000 per year	Due July 31,04	Less fees and commission
* Capitol Chevy	one year	\$20,00 for the one yr.	Due ???	Less fees and commission

* do not have contract in hand yet

Operational Expenses:

Video Crew Instructors	\$900 per game	10 game season	WHS staff and consultant
Video Crew students(home)	\$0 per game	4 game season	14 students per game
Video Crew students(away)	\$0 per game	6 game season	6 - 8 students per game
Repairs to Jumbotron	\$	14,400 vandalism	
Insurance recovery	\$	(9,400) insurance payment	



Westlake High School

2002-03 Westlake High School Share (Eanes Independent School District)

02-03 SUMMARY:

Sponsor	Gross Westlake HS Sponsorship	Less: Installation Fees	Adjusted Gross Revenue (AGR)	Less: ASM Commission (25%)	Total Amount due to Eanes (75%)
University Federal Credit Union	21,250	1,015	20,235	5,059	15,176
Schlotsky's, Inc.	25,500	3,127	22,373	5,593	16,779
Total	46,750	4,143	42,607	10,652	31,955

RECOGNITION TO DATE:

	Adjusted Gross Revenue (AGR)	Amount Collected to Date	% Collected to Date	AGR to date	Less: ASM Commission (25%)	Amount due to Eanes (75%)	Amount remaining to be paid to Eanes
University Federal Credit Union	20,235	21,250	100%	20,235	5,059	15,176	-
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Adjusted Gross Revenue Share	\$42,607
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Forecast Payment to Eanes	\$31,955

*****Current as of July 21, 2003*****

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Video Crew students(home)	\$0 per game	4 game season	14 students per game
Video Crew students(away)	\$0 per game	6 game season	6 - 8 students per game
Reparis to Jumbotron	\$	14,400	
Insurance recovery	\$	(9,400)	insurance payment

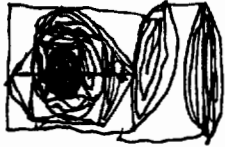
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From: Tom Zimmerer
To: Maureen Mansfield
Date: 9/18/03 11:09:53 AM
Subject: Jombotron Helpers and stiepends

Hi MM,

I need to know who is working on the Jombotron Crew, like David Poole, Dan Knight etc and there pay for a repor tto the board. Thanks,

Tom



3000

David Poole - 2000
Dale Baker - 2000
Todd Agius - 2000

9000

Shared
ADA

CAR
VOL1

BOOK

45A.35-5635

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SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: Schlotzsky's, Inc. CONTACT: Steve Braasch

ADDRESS: 203 Colorado, Austin, Texas 78701

PHONE: 512-236-3600x3659 FAX: _____ E-MAIL: sbraasch@schlotzskys.com

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
Westlake High School (Chaparral Stadium)	One (1) 10'6"x8'6" Static Panel	9/16/02	12/1/04

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
Westlake High School (Chaparral Stadium)	Four (4) Instant Replays One (1) Feature	9/16/02	12/1/04

Total Contract Cost (Net) \$ 86,400

ADDITIONAL CONTRACT TERMS
<p>Exclusivity: Quick Service Restaurant</p> <p>Payment Terms: \$ 4,250 due January 15, February 15, March 15, April 15, May 15, June 15, 2003 \$ 5,000 due January 15, February 15, March 15, April 15, May 15, June 15, 2004 \$ 5,150 due January 15, February 15, March 15, April 15, May 15, June 15, 2005</p> <p>One (1) Pre-Game Hospitality Event for up to ten (10) people in the Eanes ISD Corporate Hospitality Suite; game and time of suite access to be mutually agreed upon.</p> <p>Beginning with the 2003 high school football season, Schlotzsky's will have promotional control for the Westlake High School ticket backs. Schlotzsky's can utilize this new inventory to create traffic-driving promotional opportunities for its Austin-area locations.</p> <p>Schlotzsky's will have an opportunity to distribute promotional premium items during every Westlake High School event that takes place at Chaparral Stadium. Promotional premium items may include the following: mini-footballs with the Schlotzsky's logo, fan towels, pom-poms, etc.</p> <p>Schlotzsky's will have an opportunity to insert a direct mail piece coupon into the annual season ticket mailer.</p> <p>All promotional elements must receive final approval by Eanes ISD.</p>

ACTION SPORTS MEDIA

ADVERTISER/AGENCY

By: _____
(signature)

By: _____
(signature)

RALPH McBARRON/ VP & General Manager
(print name/title)

(print name/title)

Date: _____

Date: _____

The parties agree to and this Contract will be governed by the terms and conditions as set forth on page 2 and is non-cancelable by the Advertiser and/or its agency.



SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: The Steam Team CONTACT: David Marquardt

ADDRESS: 1904 West Koenig, Austin, Texas 78756

PHONE: 512-323-0039 FAX ; _____ E-MAIL: _____

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
Westlake High School (Chaparral Stadium)	One (1) 4x8 Tri-Vision Panel	8/15/03	7/30/04

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
Westlake High School (Chaparral Stadium)	Two (2) Instant Replays Two (2) Features or Spirit Bumpers (TBD)	8/15/03	7/30/04

Total Contract Cost \$ 7500

ADDITIONAL CONTRACT TERMS
Payment Terms: <p style="text-align: center;">\$ 7500 due October 1, 2003</p>

ACTION SPORTS MEDIA

ADVERTISER/AGENCY

By: _____
(signature)

By:
(signature)

RALPH McBARRON/Chief Executive Officer
(print name/title)

DAVID MARQUARDT
(print name/title)

Date: _____

Date: 8/15/03

The parties agree to and this Contract will be governed by the terms and conditions as set forth on page 2 and is non-cancelable by the Advertiser and/or its agency.

Action Sports Media, 910 NE Martin Luther King Jr. Blvd., Portland, OR 97232



SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: The University Federal Credit Union CONTACT: Corina Watts

ADDRESS: 3305 Steck Avenue, Austin, TX 78757

PHONE: 512-467-8080x21133 FAX: 512-421-7464 E-MAIL: cwatts@ufcu.org

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
Westlake High School (Chaparral Stadium)	One (1) 4'x15' Static Position	9/15/02	2/1/05

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
Westlake High School (Chaparral Stadium)	Four (4) Features Six (6) Instant Replays Four (4) Crowd Shots	9/15/02	2/1/05

Total Contract Cost (Net) \$ 72,000

ADDITIONAL CONTRACT TERMS
<p>Exclusivity: Banking</p> <p>Payment Terms:</p> <p>\$ 21,250 due March 1, 2003 \$ 25,000 due March 1, 2004 \$ 25,750 due March 1, 2005</p> <p>One (1) Pre-Game Hospitality Event for Ten (10) Game Tickets to one game, date tbd</p> <p>UFCU will have the first right of refusal in February, 2005</p> <p>Tabling The University Federal Credit Union (UFCU) will have an opportunity to set up tables on-site during every Westlake High School home football game. At the designated tables, UFCU can distribute information regarding student loans, credit card applications, information about future financial planning for college, or whatever other information they want to solicit. Tabling at the games will present UFCU with a tremendous opportunity to promote the College Education 101 program to parents of high schools students and to high school seniors who are about to graduate and go on to college.</p> <p>Promotional Premium Items UFCU will have an opportunity to distribute promotional premium items during every Westlake High School event that takes place at Chaparral Stadium. Promotional premium items could include the following: mini-fooballs with the UFCU logo, fan towels, pom-poms, etc.</p> <p>Season Ticket Inserts UFCU will have an opportunity to insert a direct mail piece in the annual season ticket mailer.</p> <p>UFCU Provides</p> <ul style="list-style-type: none"> Artwork as needed for video and signage production Content for videoboard features Promotional Premium Items Catering for Hospitality Event

ACTION SPORTS MEDIA

By: [Signature]
(signature)

RALPH McBARRON/ VP & General Manager
(print name/title)

Date: _____

ADVERTISER/AGENCY

By: [Signature]
(signature)

Tony Bulet / President / CEO
(print name/title)

Date: 9-24-02

The parties agree to and this Contract will be governed by the terms and conditions as set forth on page 2 and is non-cancelable by the Advertiser and/or its agency.

Action Sports Media, 910 NE Martin Luther King Jr. Blvd., Portland, OR 97232



SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: The Princeton Review CONTACT: Ron Meredeith

ADDRESS: 2025 Guadalupe, Suite 148, Austin, Texas 78705

PHONE: 512-474-8378 FAX: 512-474-8385 E-MAIL: ronm@review.com

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
West Lake High School (Chaparral Stadium)	One (1) Left-side Scoreboard Tri-Vision	2/1/03	8/1/06

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
West Lake High School (Chaparral Stadium)	One (1) Pre-Produced Feature Four (4) Instant Replays	2/1/03	8/1/06

Total Contract Cost (Net) \$ 30,000

ADDITIONAL CONTRACT TERMS
<p>Payment Terms:</p> <ul style="list-style-type: none"> \$ 10,000 due on or before 7/31/04 \$ 10,000 due on or before 7/31/05 \$ 10,000 due on or before 7/31/06 <p>Four (4) Game Tickets to one game, date to be determined, along with use of one suite, Opportunity to distribute promotional item at one (1) game per year, TPR covering the cost. Opportunity to place one (1) insert per year in season ticket mailouts. Tabling rights for any two (2) games per year. TPR agrees to pay for the installation of the sign within 60 days of it being installed, with this installation cost going towards the first \$10,000 payment.</p>

ACTION SPORTS MEDIA

ADVERTISER/AGENCY

By: [Signature]
(signature)

By: [Signature]
(signature)

RALPH McBARRON/ VP & General Manager
(print name/title)

Heather Jennings, Asst. VP
(print name/title)

Date: 6-4-03

Date: 5/9/03

The parties agree to and this Contract will be governed by the terms and conditions as set forth on page 2 and is non-cancelable by the Advertiser and/or its agency.

Action Sports Media, 910 NE Martin Luther King Jr. Blvd., Portland, OR 97232



Presented to:
Ron Meredeith, Marketing Director, The Princeton Review
Dr. Jess Butler, Superintendent, Eanes ISD
Robert N. Jocius, Assistant Superintendent, Eanes ISD

January 8, 2003



Signage

Chaparral Stadium Signage

The Princeton Review will receive a 4' x 8'6" tri-vision panel on the video message scoreboard.

Video Elements

"Pre-Produced Features"

The Princeton Review will receive logo bug recognition each game through one (1) mutually agreed upon pre-produced feature. Pre-produced features may include: Centex 5A Standings, Player of the Game, Player Head Shots, etc.

"Instant Replays"

Instant replays are an integral part of watching the game at home. With the ASM in-venue network approach, fans can now enjoy re-living the live action that they just witnessed in the stadium. Fans gain instant gratification by viewing replays at the game and sponsors receive tremendous brand awareness and affinity with those fans by associating themselves with game day action. The Princeton Review will benefit from significant and repetitive professional-looking logo exposure during this videoboard feature. ASM and Eanes ISD will run The Princeton Review Instant Replays four (4) times per game.

Hospitality

Corporate Hospitality Suite

During pre-game of one mutually agreed upon home football game, The Princeton Review will have an opportunity to use the recently constructed hospitality suite at Chaparral Stadium. The Princeton Review can invite up to four (4) people to take advantage of this unique opportunity during a Chaps home football game. Situated adjacent to the coach's coordinator box and the press box, The Princeton Review can enjoy the catered event for employees, customers or family members. ASM will make the suite available to The Princeton Review for one game annually.



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COURSE	RETAIL	Westlake HS Student	Westlake HS Alumni	Community Resident
SAT Classic Course	\$899	\$849		
IvyBound	TBD	\$50 off		
PSAT Weekend	\$299	\$249		
Princeton Review Diagnostic	\$179	\$99		
SAT II (various courses)	\$299	\$249		
SAT WordSmart	\$299	\$249		
SAT MathSmart	\$299	\$249		
GMAT	\$1149		\$1049	\$1099
GRE	\$949		\$849	\$899
LSAT	\$1099		\$999	\$1049

* The above represents pricing based on current list prices as of January 1, 2003. TPR reserves the right to change prices while maintaining the preferred discount off the active retail price.



APPENDIX A

Library of 'College Guides' and 'Cracking the...' series

	TITLE	PRICE
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27	Cracking the AP Spanish	\$18.00
28	Cracking the AP Statistics	\$19.00
29	Cracking the AP U.S. Government & Politics	\$18.00
30	Cracking the AP U.S. History	\$18.00
	TOTAL VALUE:	\$561.80



APPENDIX C

Projected Student Numbers by Course for Core Classes

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Low										
SAT Students	75	81	87	94	102	110	119	129	139	150
GMAT Students		6	8	9	12	15	18	23	29	36
LSAT Students		6	8	9	12	15	18	23	29	36
GRE Students		6	8	9	12	15	18	23	29	36
Moderate										
SAT Students	150	171	195	222	253	263	273	283	293	303
GMAT Students		8	11	15	20	27	36	48	65	70
LSAT Students		8	11	15	20	27	36	48	65	70
GRE Students		8	11	15	20	27	36	48	65	70
High										
SAT Students	200	236	278	288	298	308	318	328	338	348
GMAT Students		12	17	25	37	53	58	63	68	73
LSAT Students		12	17	25	37	53	58	63	68	73
GRE Students		12	17	25	37	53	58	63	68	73

*Note these projections were created by Action Sports Media based on Appendix A and information provided by The Princeton Review



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STRATEGIC PARTNERSHIP Letter of Agreement

Between

**Eanes Independent School District
And
The Princeton Review**

A: *The Princeton Review (TPR) Commitment* 1

B: *Eanes Independent School District (EISD) Commitment* 2

D: *Other* 2

E: *Compensation* 2

F: *Term* 3

G: *Acceptance* 3

Appendix A: THE PRINCETON REVIEW 4

Appendix B: Library of 'College Guides' and 'Cracking the...' series 5

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Details of the course programs and benefits are outlined as follows:

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2. TPR will work in cooperation with EISD and Westlake High School to establish a TPR classroom site on the campus of Westlake High School thus making all TPR services and courses convenient to students.
3. TPR will support PTSA meetings by providing presentations on current topics related to the SAT, ACT, PSAT and College Admissions.
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5. TPR will provide two (2) full scholarships per year for our SAT test prep course. The scholarships must be awarded on a needs basis and Eanes ISD will make determination of

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students for those scholarships. TPR will welcome the scholarship students on a 'space available' basis. (A \$1,798 value!)

6. TPR will provide our 30-volume library of our popular college guides and the "Cracking the SAT" series to the Westlake High School campus. (A \$561.80 value!) See the attached list of books.
7. TPR will work closely with the Superintendent of EISD and the EISD Board of Trustees to be available for other speaking engagements, presentations, college nights, etc. as appropriate.
8. TPR will offer students, alumni, and community residents a discount off our standard price for all courses offered at the Westlake High School classroom site. Current EISD high school students will receive a \$50 discount off the current list price of high school courses. EISD alumni are eligible for a \$100 discount off the current list price of GMAT, GRE, and LSAT courses. Residents of Westlake, Texas are eligible for a \$50 discount off the current list price of GMAT, GRE, and LSAT courses. These discounts are available ONLY for the courses taught at the Westlake High School classroom. (*Current list price refers to the list price that is in effect at the time of registration.)

B: Eanes Independent School District (EISD) Commitment

1. EISD will recognize, accommodate, support and promote this partnership throughout the appropriate administration, educators, and support groups.
2. The EISD Superintendent will promote and support TPR as a valued strategic partner in newsletters, speaking engagements, and other opportunities as appropriate.
3. EISD will dedicate classroom space 'as needed' (up to 5 classrooms) to accommodate the courses/sections and enrollments. The assigned 'normal' classrooms will be available for TPR signage, posters, schedules, brochures, flyers, etc. *Classroom space available after school hours.*
4. EISD will treat TPR as a 'Preferred Partner' for the services provided by TPR under this agreement.

D: Other

1. Upon approval of this agreement both parties will jointly develop and issue a Joint Press Release for distribution in all appropriate media channels.

E: Compensation

TPR will pay Eanes ISD a percentage of the gross revenues of all fees paid to attend courses at the Westlake High School site according to the following fee schedule. Fees paid to TPR for courses are net of all discounts and scholarships. Fees include ALL courses conducted at the EISD / Westlake High School campus.

	Revenue Share Amount		TPR Gross Revenue	
	From	To	From	To
0%	\$ -	\$ 10,000	\$ -	\$ 50,000
16%	\$ 10,001	\$ 20,000	\$ 50,001	\$112,500
14%	\$ 20,001	\$ 30,000	\$112,501	\$183,929
12%	\$ 30,001	\$ 40,000	\$183,930	\$267,262
10%	\$ 40,001	\$ 50,000	\$267,263	\$367,262

** Note: Refer to the TPR / ASM agreement for revenue share treatment up to the \$50,000 TPR threshold.

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KB**F: Term**

This agreement will commence upon signing by both parties and will continue throughout the following three (3) EISD fiscal years ending on July 31, 2006. Thus, this agreement covers the EISD fiscal years of 2003-2004, 2004-2005, 2005-2006.

G: Acceptance**Accepted****By:**Date: 5-7-03Signature: 

Printed

Name: Dr. Jess ButlerTitle: SuperintendentCompany: Eanes Independent School DistrictAddress: 601 Camp Craft Road

City /

State /

Zip: Austin, TX 78746-6512Phone: (512) 732-9001Email: supt@eanes.k12.tx.us**Accepted****By:**Date: 2/27/03Signature: 

Printed

Name: Heather JenningsTitle: AVP / Executive DirectorCompany: The Princeton ReviewAddress: 2025 Guadalupe, Suite 148

City /

State /

Zip: Austin, TX 78705Phone: (512) 474-8378Email: HeatherJ@Review.com

Appendix A: THE PRINCETON REVIEW

The Princeton Review is widely recognized as the world's premier test preparation company. For the past 20 years, The Princeton Review has helped hundreds of thousands of high school students achieve higher scores on standardized tests.

Benefits To Students

- Higher PSAT, SAT, ACT, or SAT II scores to increase their chances of college admission.
- The convenience of taking a test prep course that fits their schedules and meets at their school.
- A discount on the nation's leading test preparation courses.
- Personal attention from our instructors to address individual learning styles.
- The most comprehensive set of course materials and practice exams.
- Free information and resources about standardized testing, the college admissions process, and more.

Benefits To Schools

- Improvements in schools' average PSAT, SAT, ACT, or SAT II scores.
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- Improved student test-taking skills and confidence.
- Community recognition of your students' successes.
- Expert, dynamic instructors who create an engaging and positive learning environment.
- Comprehensive course materials fueled by 20 years of experience and research.
- Computerized score reports that identify students' personal areas for improvement.
- Free resource guides and materials available for all of your students.
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Graduate schools are becoming increasingly competitive and more difficult for acceptance. The Princeton Review's GMAT, GRE, and LSAT Classroom courses are renowned for raising test scores on business, graduate, and law school entrance exams. The Princeton Review is one of the nation's leading educational-service companies offering a range of services and products designed to help employees/students prepare for graduate school entrance examinations such as the GMAT, GRE, and LSAT.

- Comprehensive course materials based on 20 years of research
- Full-length practice exams taken under actual testing conditions
- The most dynamic, well-trained instructors in the business. All have scored in the 95th percentile or higher on the GMAT and then undergo an intensive national training program.
- Personalized attention and free extra help
- Satisfaction guarantee
- Convenient, on-site instruction
- Access to more than 30 hours of online review modules, tests and drills
- Ability to make up a missed lesson online.
- Access our FAQ database, the instructor's email address, or online student discussion groups.

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Signature: 

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Address: 601 Camp Craft Road

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State /

Zip: Austin, TX 78746-6512

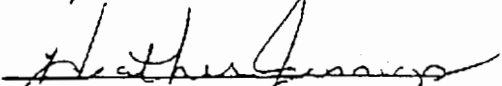
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E: Compensation

TPR will pay Eanes ISD a percentage of the gross revenues of all fees paid to attend courses at the Westlake High School site according to the following fee schedule. Fees paid to TPR for courses are net of all discounts and scholarships. Fees include ALL courses conducted at the EISD / Westlake High School campus.

	Revenue Share Amount		TPR Gross Revenue	
	From	To	From	To
0%	\$ -	\$ 10,000	\$ -	\$ 50,000
16%	\$ 10,001	\$ 20,000	\$ 50,001	\$112,500
14%	\$ 20,001	\$ 30,000	\$112,501	\$183,929
12%	\$ 30,001	\$ 40,000	\$183,930	\$267,262
10%	\$ 40,001	\$ 50,000	\$267,263	\$367,262

** Note: Refer to the TPR/ASM agreement for revenue share treatment up to the \$50,000 TPR threshold.

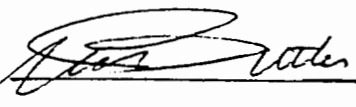
39
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F: Term

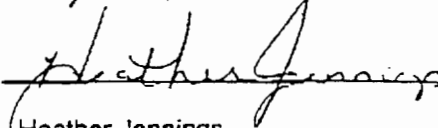
This agreement will commence upon signing by both parties and will continue throughout the following three (3) EISD fiscal years ending on July 31, 2006. Thus, this agreement covers the EISD fiscal years of 2003-2004, 2004-2005, 2005-2006.

G: Acceptance

Accepted
By: _____
Date: 5-7-03

Signature: 
Printed Name: Dr. Jess Butler
Title: Superintendent
Company: Eanes Independent School District
Address: 601 Camp Craft Road
City / State / Zip: Austin, TX 78746-6512
Phone: (512) 732-9001
Email: supt@eanes.k12.tx.us

Accepted
By: _____
Date: 2/27/03

Signature: 
Printed Name: Heather Jennings
Title: AVP / Executive Director
Company: The Princeton Review
Address: 2025 Guadalupe, Suite 148
City / State / Zip: Austin, TX 78705
Phone: (512) 474-8378
Email: HeatherJ@Review.com

Appendix A: THE PRINCETON REVIEW

The Princeton Review is widely recognized as the world's premier test preparation company. For the past 20 years, The Princeton Review has helped hundreds of thousands of high school students achieve higher scores on standardized tests.

Benefits To Students

- Higher PSAT, SAT, ACT, or SAT II scores to increase their chances of college admission.
- The convenience of taking a test prep course that fits their schedules and meets at their school.
- A discount on the nation's leading test preparation courses.
- Personal attention from our instructors to address individual learning styles.
- The most comprehensive set of course materials and practice exams.
- Free information and resources about standardized testing, the college admissions process, and more.

Benefits To Schools

- Improvements in schools' average PSAT, SAT, ACT, or SAT II scores.
- Increased numbers of students accepted to top colleges.
- Improved student test-taking skills and confidence.
- Community recognition of your students' successes.
- Expert, dynamic instructors who create an engaging and positive learning environment.
- Comprehensive course materials fueled by 20 years of experience and research.
- Computerized score reports that identify students' personal areas for improvement.
- Free resource guides and materials available for all of your students.
- Course schedules convenient for your students.

Graduate Courses

Graduate schools are becoming increasingly competitive and more difficult for acceptance. The Princeton Review's GMAT, GRE, and LSAT Classroom courses are renowned for raising test scores on business, graduate, and law school entrance exams. The Princeton Review is one of the nation's leading educational-service companies offering a range of services and products designed to help employees/students prepare for graduate school entrance examinations such as the GMAT, GRE, and LSAT.

- Comprehensive course materials based on 20 years of research
- Full-length practice exams taken under actual testing conditions
- The most dynamic, well-trained instructors in the business. All have scored in the 95th percentile or higher on the GMAT and then undergo an intensive national training program.
- Personalized attention and free extra help
- Satisfaction guarantee
- Convenient, on-site instruction
- Access to more than 30 hours of online review modules, tests and drills
- Ability to make up a missed lesson online.
- Access our FAQ database, the instructor's email address, or online student discussion groups.

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Appendix B: Library of 'College Guides' and 'Cracking the...' series

	TITLE	PRICE
1	Cracking the PSAT/NMSQT	\$19.00
2	Cracking the SAT	\$19.00
3	Cracking the SAT II: Biology E/M	\$18.00
4	Cracking the SAT II: Chemistry	\$17.00
5	Cracking the SAT II: French	\$17.00
6	Cracking the SAT II: Math	\$18.00
7	Cracking the SAT II: Physics	\$18.00
8	Cracking the SAT II: Spanish	\$17.00
9	Cracking the SAT II: U.S. & World History	\$18.00
10	Cracking the SAT II: Writing & Literature	\$17.00
11	Cracking the ACT	\$19.00
12	African American Student's Guide to College	\$17.95
13	America's Elite Colleges	\$15.95
14	The Best 345 Colleges	\$20.00
15	Complete Book of Colleges	\$26.95
16	The Guide to College Majors	\$21.00
17	The Guide to Performing Arts Programs	\$24.95
18	The Student Athlete's Guide to College	\$20.00
19	Cracking the AP Biology	\$18.00
20	Cracking the AP Calculus	\$18.00
21	Cracking the AP Chemistry	\$18.00
22	Cracking the AP Economics Macro & Micro	\$18.00
23	Cracking the AP English Literature	\$18.00
24	Cracking the AP European History	\$18.00
25	Cracking the AP Physics B & C	\$19.00
26	Cracking the AP Psychology	\$18.00
27	Cracking the AP Spanish	\$18.00
28	Cracking the AP Statistics	\$19.00
29	Cracking the AP U.S. Government & Politics	\$18.00
30	Cracking the AP U.S. History	\$18.00
	TOTAL VALUE:	\$561.80

**EANES INDEPENDENT SCHOOL DISTRICT
CHECKLIST FOR PROCESSING CONTRACTS**

General Information

Nature of Contract: Scoreboard Advertising for Jumbotron

Term of Contract: _____ \$ Amount _____

Account Code: _____

Vendor Information

Legal Name: Action Sports Media

Complete Address: 910 NE Martin Luther King Jr. Blvd., Portland, OR 97232

Check If: Sole Proprietorship Partnership Corporation Government Other

Contact Person: Casey Gilbert (Austin) and Colin Portnuff (Portland, OR)

Title: Portnuff is Director of Corporate Development in Oregon

Off. Ph. (512) 892-5355 Colin(503 963.3808 Fax:(503) 736.5131 Email: WWW.ACTIONSPORTSMEDIA.COM

District Information

Name: Eanes Independent School District

Complete Address: Department of Business Affairs, 601 Camp Craft Road, Austin, Texas 78746-6511

Contact Person: Robert N. Jocius

Title: Assistant Superintendent for Business Affairs

Office Phone: 512. 732.9030 X 2050 Fax: 512. 329.3630 Email: rjocius@eanes.k12.tx.us

Other Information

Check List

- Setup file as follows: CONTRACT FILE, Legal Name of Entity, Nature of Contract, Term of Contract
- Compare existing contract to old and note changes. If no existing contract, have legal review.
- Prepare, if needed, RNJ letter(s) clarifying contract terms with vendor.
- Prepare final draft for review by RNJ and Vendor
- Place on Finance/Board agenda, only after RNJ concurs.
- RNJ signs.
- Copy of this checklist and contract to Susan to PO, if applicable.
- Susan returns white copy and pink copy to Jo Layne
- Letter is prepared and contract and PO (if applicable) attached and mailed.
- Post new contract to excel file; deactivate old contract.

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43
KB

MARKETING, ADVERTISING AND PROMOTIONAL SERVICES AGREEMENT

The parties to this Marketing, Advertising and Promotional Services Agreement ("Agreement") dated as of this 1st day of August 2002, are Action Sports Media, Inc. ("ASM") and the Eanes Independent School District ("District").

RECITALS

A. The District owns and operates a sports and field complex and related facilities where it participates in or hosts a variety of events and activities throughout the year. The District desires to increase its revenue by engaging an entity to market and sell space on its integrated scoring, video/sound, and messaging center equipment located at Westlake Chaparrals Stadium ("Equipment"), and to market and sell corporate marketing, advertising and promotional opportunities.

B. ASM is a leader in sports marketing, and desires to market and sell for District its Venue Signage and Corporate Marketing.

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants and conditions, the parties agree as follows:

1. Term. This Agreement shall continue for three years, commencing August 1, 2002, and terminating July 31, 2005 ("Term"). For purposes of this Agreement, a "contract year" shall be August 1 through July 31. The Term of this Agreement may be extended by the parties' mutual written agreement.

2. Marketing and Sale of Venue Signage. During the Term of this Agreement, ASM shall have the exclusive right and the obligation to market all space on the District's Venue Signage to sponsors and advertisers ("Sponsors"). The term "Venue" means the Westlake Chaparrals Stadium. The term "Venue Signage" means all signage, permanent or temporary, which is currently or during the Term of this Agreement will be, located at the Westlake Chaparrals Stadium, specifically placed on the District's integrated scoring, video/sound, and messaging center equipment. The District represents and warrants that it has no existing corporate marketing obligations, other than as provided for in Exhibit A, attached hereto, and that it has not granted any exclusivity to any Sponsor other than as provided therein to ASM. Contracts entered into by ASM with a Sponsor for Venue Signage and Corporate Marketing are herein referred to as "Sponsorship Contracts."

3. Marketing and Sale of Corporate Marketing. During the Term of this Agreement, ASM shall have the right to market and sell all direct mail rights, fanfests, additional promotions, public address announcements and event sponsorships ("Corporate Marketing"), subject to the approval of the District's superintendent or designee.

4. Compensation. During the Term of this Agreement, the parties will split the Adjusted Gross Revenue ("AGR") received by ASM pursuant to Sponsorship Contracts as follows:

AGR over the Term	ASM percentage	District percentage
\$0 to \$100,000	25%	75%
\$100,001 to \$200,000	20%	80%
\$200,001 and more	15%	85%

(a) Definition of AGR. AGR is defined as follows: The amount of all revenue received by ASM from Sponsors in consideration of the rights granted by the District in this Agreement pursuant to Sponsorship Contracts ("Advertising Revenue"), less ASM's direct, out-of-pocket costs of fulfillment of the Sponsorship Contracts. Examples of the direct costs of fulfillment of the Sponsorship Contracts are, without limitation, the cost of creating and installing signage, repairs and maintenance of signage, merchandise and

tickets, production of video or audio materials, contests and promotions. Salaries or overhead for full-time ASM employees shall not be considered as direct, out-of-pocket costs of fulfillment.

(b) Payment to the District. Within thirty (30) days of the end of each calendar quarter, ASM shall pay to the District its percentage, in accordance with the table above, of AGR actually received by ASM during the immediately preceding calendar quarter.

(c) Reports to the District. Along with the payment, if any, to the District, ASM shall also provide the District with a Report, signed by ASM, and submitted to the District's Assistant Superintendent of Business Affairs, providing (i) the name, address, and telephone number of each Sponsor during the quarter for which payment is being made; (ii) the total amount paid to ASM by the Sponsor during that quarter; (iii) the period of time, giving beginning date and ending date, for which the space is licensed to the Sponsor; and (iv) the dollar amount to which the commission is being applied.

5. Venue Signage Obligations. ASM agrees that it shall be responsible for arranging for the installation, repair and maintenance of sign facia bearing sponsorship messages. The District agrees that it shall be responsible at its sole expense for the repair and maintenance of the Equipment.

6. Duration of Advertising Contracts and the Effect of an Expiration of the Term or termination of this Agreement. ASM may enter into Sponsorship Contracts that extend beyond the anticipated expiration of the Term of this Agreement and such contracts shall remain valid notwithstanding the expiration of the Term. Upon the expiration of the Term or termination of this Agreement, all Sponsorship Contracts entered into by ASM, to the extent that they relate to Venue Signage will be assigned by ASM to the District and the District agrees to assume all of ASM's obligations thereunder. Within thirty (30) days after the expiration of the Term or termination of this Agreement, provided that such termination did not arise out of or in relation to any breach of this Agreement by ASM, the District shall pay ASM an amount equal to the net present value of fifteen percent (15%) of the total Advertising Revenue to be received by the District under the Sponsorship Contracts, for the entire duration of the Sponsorship Contracts, assigned by ASM to the District in the period after the expiration of the Term or termination of this Agreement. For purposes of calculating the amount due from the District to ASM in accordance with the foregoing: (i) it shall be assumed that Sponsors exercise all options to renew the assigned contracts to the extent that such renewal options are within the Sponsor's discretion, (ii) it shall be assumed that the District does not exercise any right to not renew or terminate any of the assigned contracts and (iii) present value will be calculated utilizing a discount rate equal to the 5-year Treasury Bill rate as of the date of the expiration of the Term or as of the date of the termination of this Agreement.

7. The ASM's Approval Rights. The District shall have the right, at its sole and absolute discretion, to approve or refuse to approve all Sponsors, Venue Signage, including design, content and artwork, promotional benefits, and use of its name and logos, in advance, ("Rights"). ASM shall state with every proposed sponsor and venue signage proposal an estimate of the ASM's direct, out of pocket expenses. The District's exercise of its sole and discretionary right to refuse approval of any Rights shall include, but not be limited, to any reason the District considers in the best interests of the District. The design, content and artwork, promotional benefits, and use of its name and logos shall be strictly commercial. No religious, political, social advocacy or social issue shall be permitted. No commercial advertising shall be permitted that, in the sole discretion of the District, is inappropriate in the school setting, conflicts with the educational goals of the District, is overly mature, offensive, or creates controversy among faculty, staff, students, parents or community civic groups. It is understood and agreed that the advertising material must be appropriate for all school children, for all grades. ASM shall provide to the District Superintendent or designee in writing, within ten business days, an exact duplicate (or as close as reasonably possible to an exact duplicate), including both copy and pictures, of the proposed sponsors and venue signage, which is intended to be displayed on the District premise. The District agrees promptly to dispose of all requests for approval or disapproval, and agrees that in the event that it fails to take action after the expiration of ten business days of ASM's written request for approval, the District's approval shall be deemed to have been given.

After modification of any proposed sponsor or venue signage that the District has refused to approve, ASM shall submit such modified proposed sponsor or venue signage to the District as set forth above for approval as modified.

8. Trademarks. Neither party shall use the trademarks, logos, or other intellectual property of the other without the other party's consent; provided, however, the District agrees that, subject to its Approval Rights, Sponsor(s) may be allowed to identify itself as an official sponsor of the Westlake Chaparrals.

9. Termination.

(a) In the event that a party fails to perform or comply with a material obligation of this Agreement ("breaching party"), the other party may terminate this Agreement if, after giving written notice to the breaching party, the breaching party fails to correct such breach within thirty (30) days of the written notice.

(b) The District shall also have the right to terminate this Agreement on March 31, 2003, and the right to terminate this Agreement on March 31, 2004, without cause, by providing ASM thirty (30) days prior written notice. In the event the District terminates this Agreement under this subsection, the District agrees to pay as liquidated damages for loss of the bargain and not as a penalty \$10,000 per full contract year left on this Agreement, in addition to amounts due under section 7 of this Agreement.

10. Insurance.

(a) During the Term of this Agreement, the District agrees at its expense, to extend coverage under its existing property insurance policy, to the Venue and Venue Signage.

(b) During the Term of this Agreement, ASM agrees to maintain, at its expense, a commercial general liability insurance policy with limits of not less than \$ 1,000,000, insuring the District and its agents, board of trustees, employees, servants and representatives from liability arising out of or in connection with this Agreement, including but not limited to claims for damages for libel and slander. Upon request by the District, ASM will provide a Certificate evidencing such insurance requiring 30 days' written notice of cancellation.

11. INDEMNIFICATION. ASM AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE DISTRICT AND ITS BOARD OF TRUSTEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, EMPLOYEES, SERVANTS, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, DAMAGES, SUITS OR LIABILITIES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY COSTS AND FEES AND EXPENSES OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO (I) ANY VIOLATION OF THE LANHAM ACT, (II) LIBEL, SLANDER, DEFAMATION, INVASION OF PRIVACY, (III) AND NEGLIGENT OR WILLFUL MISCONDUCT RESULTING FROM OR RELATING TO THE PERFORMANCE BY ASM OF THIS AGREEMENT, (IV) CLAIMS BASED ON PATENT, COPYRIGHT, OR TRADEMARK INFRINGEMENT (V) UNFAIR COMPETITION, UNFAIR TRADE PRACTICES, DECEPTIVE TRADE PRACTICES, DECEPTIVE AND MISLEADING ADVERTISING , OR (VI) BROUGHT BY ANY SPONSOR ARISING OUT OF A SPONSORSHIP AGREEMENT, EXCEPT AS TO ACTS OF, OMISSIONS OF, AGREEMENTS WITH, ALLEGED AGREEMENTS WITH OR MATERIAL FURNISHED BY THE DISTRICT, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR PERSONS UNDER THE DIRECTION OR CONTROL OF THE DISTRICT.

12. Limitations on Liability. In no event shall ASM be liable to the District for any indirect, special, or consequential damages, including, but not limited to, lost profits.

13. No Waiver. Failure on the part of one party to complain of any action or inaction on the part of the other party, no matter how long the failure continues, shall never be a waiver of any rights.

14. Representation and Warranties. Each party ("Party") hereby represents and warrants to the other as follows: (a) Party has all corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (b) The undersigned officer executing this Agreement is authorized to enter into this Agreement on behalf of the Party and has the authority to bind the Party to the terms of this Agreement; and (c) This Agreement does not conflict with the terms of the Party's organizational documents or any agreement to which the Party is a party or by which the Party is bound. The District further represents and

warrants to ASM that it possesses the sole and exclusive right to control and grant the rights described in this Agreement.

15. Relationship of the Parties. The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or construed as creating a partnership, joint venture or agency relationship between the parties.

16. Notices. Any notice related to this Agreement must be in writing, and may be given by depositing the notice in the United States mail, postpaid and certified, addressed to the party to be notified, with return receipt requested, by telecopier, by overnight carrier using a nationally recognized carrier or by delivering it in person to an authorized representative of that party. Notice deposited in the mail in the manner described above shall be effective three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The addresses of the parties for purposes of notices shall be as follows:

If notice is to ASM: Action Sports Media, Inc.
 One Center Court, Suite 200
 Portland, Oregon 97227
 Attn: Harry E. Hutt, Senior Vice President
 Telecopier Number: 503-736-2188

With a copy to: Michael V. Fennell
 Vice President/General Counsel
 Action Sports Media, Inc.
 One Center Court, Suite 200
 Portland, Oregon 97227
 Telecopier Number: 503-736-2188

If notice is to the District: Eanes Independent School District
 601 Camp Craft Road
 Austin, Texas 78746
 Attn: Jess Butler, Interim Superintendent of Schools or
 Robert N. Jocius, Asst. Superintendent for Business Affairs
 Telecopier Number: 512-329-3630

Each party shall have the right at any time to change its address to any other address within the continental United States by giving at least fifteen (15) days written notice of such change to the other party.

17. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas, and an action, proceeding or arbitration brought to enforce or interpret or arising from this Agreement shall be brought in Travis County, Texas.

18. Successors and Assigns. Neither party may assign any part of this Agreement without the prior written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of ASM and the District.

19. Arbitration. Any dispute or claim which arises out of or which relates to this Agreement, or the interpretation or breach of this Agreement, shall be resolved in accordance with the then effective commercial arbitration rules of the American Arbitration Association.

20. Attorney Fees. In case any suit or action or proceeding in bankruptcy court or arbitration is instituted by either party hereto arising out of this Agreement, the prevailing party in such action, including any appeal, shall be entitled, in addition to the cost and disbursements provided by statute, to reasonable attorneys fees as determined by the arbitrator or by the court on trial or appeal.

21. Counsel. Each party has been represented by counsel or has had the opportunity to be represented by counsel in connection with the negotiation and preparation of this Agreement. Each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of

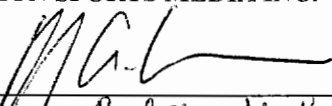
this Agreement, including, without limitation, any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party who drafted it.

22. Entire Agreement. This document contains the complete and exclusive agreement between the parties, and is intended to be a final expression of their agreement. No promise, representation or covenant not included in this document has been or is relied upon by any party. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.

23. Survival. The following paragraphs shall survive this Agreement: Paragraphs 4(b), (4)(c), 6, 8, 11, 12, 13, 14, 15, 17, 19, 20, 21, and 22.

IN WITNESS WHEREOF, duly authorized representatives of ASM and the District have executed this Agreement effective the day and year written above.

ACTION SPORTS MEDIA INC.

By: 
Name: Ralph McBarry
Title: VP/GM

EANES INDEPENDENT SCHOOL DISTRICT


By: 
Name: Jess Butler
Title: Interim Superintendent, Eanes ISD

Exhibit AExisting Corporate Marketing Obligations

1.	Coca-Cola	Exclusive rights to promote and advertise carbonated and non-carbonated soft drinks and products, and right to premiere and dominant signage locations
2.	KVET Radio	Radio broadcasting rights to Westlake High School football games, including their website and website affiliates
3.	Westlake Chaps Club	Exclusive rights to coordinate and run the concessions, advertising on portable fencing and old scoreboard, and the merchandising sales, with assistance from the Westlake PTO and Westlake Hyline and Cheerleading Parents groups
4.	Westlake Band Parents	Exclusive rights to marketing and advertising of the Chaps football program booklets

rnjnicholas JOCIUS

From: "Casey Gilbert" <casey.gilbert@actionsportsmedia.com>
To: "Clint Sayers" <clint@sayersassociates.com>
Cc: "Jess Butler" <jbutler@eanes.k12.tx.us>; "Robert Jocius" <rnjnicholas@msn.com>; "Colin Portnuff" <colinp@actionsportsmedia.com>
Sent: Tuesday, September 17, 2002 7:02 PM
Attach: Schlotzsky's.doc; UFCU - WHS.doc
Subject: RE: Scoreboard Signage

Gentlemen--

Pursuant to some of our recent discussions, please find attached the two (2) sponsorship proposals that have been presented and sold to Schlotzsky's and the University Federal Credit Union.

I will anxiously await to hear back from you in the morning so that we may continue moving forward with fulfillment and execution of the elements outlined below. Please keep in mind that collectively, these two corporate partners have already agreed to commit \$158,400 over three years to Westlake High School. Going back and making whole-sale changes to the proposal at this point in time could conceivably jeopardize our relationship with these two partners and potentially cause us to lose their commitments. Moving forward, we can establish a protocol for approval with clearly defined guidelines and directives. In the meantime, however, we need to move toward implementing the promotional elements that have already been sold.

I appreciate your understanding in this matter and will look forward to speaking with you tomorrow.

-----Original Message-----

From: Clint Sayers [mailto:clint@sayersassociates.com]
Sent: Tuesday, September 17, 2002 3:12 PM
To: Casey Gilbert
Cc: Jess Butler; Robert Jocius
Subject: Scoreboard Signage

Casey –

I have forwarded all of your recent emails to Jess Butler (Superintendent) and Bob Jocius (Business Manager) at Eanes ISD. They have been working on the contract with ASM and will provide approvals for each advertiser, so its best to get them in the loop at an early stage. Please include them on all future correspondence in regard to advertising services you and ASM are providing the district. Thanks, Clint

Sayers & Associates, Inc.
1717 W. 6th Street, Suite 295
Austin, Texas 78703
512-472-6100 office
512-472-6912 fax
<http://www.eSayers.com/>

rnjnicholas JOCIUS

From: "Clint Sayers" <clint@sayersassociates.com>
To: "ROBERT JOCIUS" <rnjnicholas@msn.com>; "Jess Butler" <jbutler@eanes.k12.tx.us>
Sent: Tuesday, September 17, 2002 5:23 PM
Attach: Chaparral Stadium literature.doc; Chaps Rate Card.doc; Austaco.doc
Subject: FW: Game Log/ Misc.

-----Original Message-----

From: Casey Gilbert [mailto:casey.gilbert@actionsportsmedia.com]
Sent: Thursday, September 12, 2002 12:33 PM
To: Robert Durkee (E-mail); Clint Sayers
Subject: Game Log/ Misc.

I wanted to follow up to ensure that you received a copy of one of our college football game logs from our corporate office in Portland. As a template, this may help for you to keep things organized as it relates to when certain video elements run, frequency in which something runs, etc. Also, it serves as an affidavit for proof of performance.

One of the things that would be extremely helpful for me is a listing of all the elements (with accompany frequency) that can be sponsored on the videoboard. If I have this information in advance of pitching sponsorship proposals, I can keep track of what's already been committed, what's been sold, what's still available, etc. The sooner I can get something (and it can be a little rough to begin with) that I itemizes this information, the better.

Finally, I have attached some of our recent sales collateral for you to keep on record as well as a sample proposal. These are some of the materials that have been consolidated into a sales binder (which I will bring to Monday's meeting).

Should you need anything else from me, please don't hesitate to call.

<<Chaparral Stadium literature.doc>> <<Chaps Rate Card.doc>>
<<Austaco.doc>>

J. Casey Gilbert
Director of Sales, Central Region
Action Sports Media

Office: (512) 891-5355
Cell: (503) 704-4506

<http://www.ActionSportsMedia.com>

already have a format that you plan to use- great. If you don't, attached is a sample for reference. Please e-mail or fax the results to me the Monday following the game. Do you happen to video tape the game productions? I was curious for proof of performance reasons.

>

> Video elements inventory- From our discussion, below is a list of what can be sponsored:

> Replays

> Crowd Shots (sponsor 'cam')

> Halftime show (taken by Schlotzksy's)

> Play of The Game (taken by UFCU)

> Player of The Game (verify compliance first)

> Full Screen Billboards

> Previous Game Highlights (in the works for future games. **Perhaps UFCU can get new items in place of billboards, as they come up)

>

> I have attached a list of other elements (as reference) that may be helpful ideas for elements that could be sponsored. Please let us know of the inventory items that you have/come up with that can be sponsored. This will help in the selling process so we don't duplicate or over-sell.

>

> I will forward (or have the sponsor forward) logo images to Bill and Todd in BMP format, 192x 128 pixel files. Bill and Todd will then be responsible for creative on the images.

>

> Pardon the length of all this, but as I learn your capabilities I think it will help in a better understanding for the selling and for the production of the game. If you ever have a question please don't hesitate to ask. We will speak soon, I'm sure.

> Thanks,

> Becky

>

>> <<Video Menu Samples Eanes.doc>> >> <<WESTLAKE TALLY 2002.doc>>

>

>

> Becky Robbins

> Corporate Sponsorship Manager

> Action Sports Media

> ph. 503-963-3807

> fax 503-963-3815

> www.actionsportsmedia.com

>

rnjnicholas JOCIUS

From: "Casey Gilbert" <casey.gilbert@actionsportsmedia.com>
To: "Clint Sayers" <clint@sayersassociates.com>
Cc: "Jess Butler" <jbutler@eanes.k12.tx.us>; "Robert Jocius" <rnjnicholas@msn.com>
Sent: Tuesday, September 17, 2002 5:56 PM
Subject: RE: Scoreboard Signage

we need to visit first thing in the morning. Please call me at your earliest convenience.

Thank you.

-----Original Message-----

From: Clint Sayers [mailto:clint@sayersassociates.com]
Sent: Tuesday, September 17, 2002 3:12 PM
To: Casey Gilbert
Cc: Jess Butler; Robert Jocius
Subject: Scoreboard Signage

Casey –

I have forwarded all of your recent emails to Jess Butler (Superintendent) and Bob Jocius (Business Manager) at Eanes ISD. They have been working on the contract with ASM and will provide approvals for each advertiser, so its best to get them in the loop at an early stage. Please include them on all future correspondence in regard to advertising services you and ASM are providing the district. Thanks, Clint

Sayers & Associates, Inc.
1717 W. 6th Street, Suite 295
Austin, Texas 78703
512-472-6100 office
512-472-6912 fax
<http://www.eSayers.com/>

53
KB

rnjnicholas JOCIUS

From: "Clint Sayers" <clint@sayersassociates.com>
To: "ROBERT JOCIUS" <rnjnicholas@msn.com>; "Jess Butler" <jbutler@eanes.k12.tx.us>
Sent: Tuesday, September 17, 2002 5:22 PM
Attach: Schlotzsky's.doc
Subject: FW: Schlotzsky's

-----Original Message-----

From: Casey Gilbert [mailto:casey.gilbert@actionsportsmedia.com]
Sent: Monday, September 16, 2002 6:24 PM
To: Clint Sayers; Robert Durkee (E-mail)
Subject: Schlotzsky's
Importance: High

Schlotzsky's agreed to the attached proposal late this afternoon. Since ASM will be a topic of conversation at the Board meeting tomorrow, you may want to bring a copy of this with you. Hopefully, the elements will be acceptable.

<<Schlotzsky's.doc>>

J. Casey Gilbert
Director of Sales, Central Region
Action Sports Media

Office: (512) 891-5355
Cell: (503) 704-4506

<http://www.ActionSportsMedia.com>

...maximizing your marketing strength through collegiate and high school athletics

rnjnicholas JOCIUS

From: "Clint Sayers" <clint@sayersassociates.com>
To: "ROBERT JOCIUS" <rnjnicholas@msn.com>; "Jess Butler" <jbutler@eanes.k12.tx.us>
Sent: Tuesday, September 17, 2002 5:21 PM
Subject: FW: Schlotzsky's

-----Original Message-----

From: Casey Gilbert [mailto:casey.gilbert@actionsportsmedia.com]
Sent: Tuesday, September 17, 2002 9:14 AM
To: Clint Sayers; Robert Durkee (E-mail)
Subject: RE: Schlotzsky's

I thought we cleared this up yesterday. My understanding is that we can offer category exclusivity so long as it doesn't interfere with the Chaps Club ability to go out and solicit their sponsorships. My only concern is the signage that is positioned on the fence facing outside of the stadium. Concession cups, print advertisements, etc. doesn't interfere with what we're offering as far as category exclusivity.

-----Original Message-----

From: Clint Sayers [mailto:clint@sayersassociates.com]
Sent: Monday, September 16, 2002 7:12 PM
To: Casey Gilbert; Robert Durkee (E-mail)
Subject: RE: Schlotzsky's

Thanks, good work. We are concerned about exclusivity. After tomorrow's meeting we will have more direction for you.

Clint

-----Original Message-----

From: Casey Gilbert [mailto:casey.gilbert@actionsportsmedia.com]
Sent: Monday, September 16, 2002 6:24 PM
To: Clint Sayers; Robert Durkee (E-mail)
Subject: Schlotzsky's
Importance: High

Schlotzsky's agreed to the attached proposal late this afternoon. Since ASM will be a topic of conversation at the Board meeting tomorrow, you may want to bring a copy of this with you. Hopefully, the elements will be acceptable.

<<Schlotzsky's.doc>>

55
KB

J. Casey Gilbert
Director of Sales, Central Region
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...maximizing your marketing strength through collegiate and high school
athletics

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KB

rnjnicholas JOCIUS

From: "Clint Sayers" <clint@sayersassociates.com>
To: "ROBERT JOCIUS" <rnjnicholas@msn.com>; "Jess Butler" <jbutler@eanes.k12.tx.us>
Sent: Tuesday, September 17, 2002 5:20 PM
Attach: Video Menu Samples Eanes.doc; WESTLAKE TALLY 2002.doc
Subject: FW: Sponsored Video Features

-----Original Message-----

From: Casey Gilbert [mailto:casey.gilbert@actionsportsmedia.com]
Sent: Tuesday, September 17, 2002 4:59 PM
To: Clint Sayers; Robert Durkee (E-mail)
Subject: FW: Sponsored Video Features

FYI

> -----Original Message-----

> From: Becky Robbins
> Sent: Tuesday, September 17, 2002 2:57 PM
> To: Todd Nayfus (E-mail); Bill Taylor (E-mail)
> Cc: David Poole (E-mail); Casey Gilbert
> Subject: Sponsored Video Features

>
> Good Afternoon-

> David suggested I contact you both concerning the sponsorships at Chaparral Stadium. My name is Becky Robbins and I work with Casey Gilbert at Action Sports Media. I am the Corporate Sponsorship Manager and facilitate/service sponsorships with ASM.

> I just had a chance to speak to Bill moments ago to go over elements and capabilities. From our discussion, I have listed a summary of what is sponsored starting for this Friday's game and continuing for the rest of the season.

> University Federal Credit Union
> 6 Instant Replay per game
> 4 Crowd Shots per game
> 4 Feature Elements (1-Play of the Game, 3-Full Screen Billboards**)

> Schlitzky's
> 4 Instant Replays per game (in-game)
> 1 Feature Element per game (Halftime show)

> We are obligated to provide the sponsors with the number exposures listed. As we move forward, if there are situations where they do not get all the elements we can look at exposure alternatives to fill those misses. Please keep a "tally" of what elements run each game. If you

Tally
467 - 0 2 2 2
L 2 2 2
Stadium
Kest
ECU

Video Elements - Football

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Instant Replays		
Logo Exposure	<ul style="list-style-type: none"> Player Headshots Coin Toss Game Conditions Starting Lineup - Off/Def Live Play Logo Bugs Crowd Shots 	<ul style="list-style-type: none"> Band Frame/"At the Half" Fast Facts Full Screen Billboards
Spirit Videos	<ul style="list-style-type: none"> Kickoff Touchdown Field Goal It's Good 1st Down Great Run Great Catch Great Hit Great Connection Great Call Defense Fumble 	<ul style="list-style-type: none"> Nailed 'Em Interception Time Out Make Some Noise Noise Meter Great Delivery Great Drive Interception Replays (TX - "Curbside Takeaway") Spirit chant, or song
Game Specific Features	<ul style="list-style-type: none"> Player of the Game Play of the Game Fan of the Game Tailgater of the Game/Tailgate Tour Delivery of Game Ball Delivery of the Game Keys to the Game Stats - End of Qtr, Half, Final End of Quarter Scoreboard First Down Report Headline of the Game Scores Update Today's Attendance (Or Guess ...) Power Play of the Game Game Highlights (Half/Post Game) Hit of the Game Scoring Drive Today's Captains 	<ul style="list-style-type: none"> Today's Weather (Conditions) Weather Forecast (Live on the Field) Connection of the Game Last Week in Pictures Today in the "Big 10" Next Week in the "Big 10" Wedding Proposals Birthday/Anniversary Roll Halftime Show Sponsorship Honorary Captains
PreProduced Features	<ul style="list-style-type: none"> Prior Game Highlights/Music Videos Great Historical Moments Distinguished Alumni Donors of Distinction Alumni of the Week Faculty, Band or Cheerleader Profile Faculty Member of the Week Student Athlete of the Week (Players of Wk) This Day/Week in "VOL" History Campus News Great Call Sports Medicine News/Update/Tips/Trivia Fitness Tip Physics of Football "SEC" Leaders Archival Still Photos (Classic/Great Shots) You might be a "VOL" fan Know your Football Separated at Birth By the numbers 	<ul style="list-style-type: none"> Ask the ... Players/Coach Player Scrapbook Player Video Diary Where are they now? Do you remember? Flashback Hits of the Week Fantastic Finish Mascot Promo Video Senior Memories/12th Man or Fan Memories Player of the Week Senior Feature (TX - "Longhorn" Senior) In the NFL (TN - VOLS in the Pros) Legends (TX - Longhorn Legend) Team Greats (A&M - Aggie Greats) Orange Is ... (TN) Power Cat Champs (Kansas St.) Spotlight on the Pride (TN - Band Feature) Fast Facts (School/Team Trivia) Meet the Commodores (Vandy)
Fan Interactive	<ul style="list-style-type: none"> Trivia - NTN Style Guess the Attendance Animated Race/Contest Who Am I? (Clues/Photo reveal picture) Front Row/Sideline Seat Upgrade Two-minute drill 	<ul style="list-style-type: none"> You Make the Call What Year Was It? Lucky Seat/Row/Section Fill in the blank (Wheel of Fortune Style) Show your spirit - fans submit videos Punt/Pass/Kick Contest
Technology	<ul style="list-style-type: none"> "Fan Cams" Blimp Cam 	<ul style="list-style-type: none"> Goal Cam

ACTION SPORTS MEDIA

SPONSOR TALLY SHEET

58
XB

GAME SMITHSON VALLEY @ WESTLAKE

GAME DATE SEPTEMBER 20, 2002

KICKOFF TIME _____

WEATHER CONDITIONS _____

ATTENDANCE _____

FINAL SCORE _____

REPLAYS (Please enter time of day run)

SPONSOR	# TO RUN	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL RUN
UFCU	6					
SCHLOTZSKY'S	4					

CROWD SHOTS (Please enter time of day run)

SPONSOR	# TO RUN	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL RUN
UFCU	4					

OTHER ELEMENTS (Please enter time of day run)

ELEMENT	SPONSOR	#TO RUN	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL RUN
HALFTIME SHOW	SCHLOTZSKY'S	1					
PLAY OF THE GAME	UFCU	1 (4 TH QTR)					
FULL SCREEN LOGO BILLBOARD	UFCU	3 (1x ea during 1, 2, 3 qtr)					



FEATURES

ELEMENT	SPONSOR	#TO RUN	PERIOD RUN <small>(PRE, 1, 2, HALF, 3, 4, POST)</small>	TIME OF DAY RUN	LENGTH

ADDITIONS TO OR DELETIONS FROM PROGRAMMING LOG, OR OTHER COMMENTS

DIRECTOR'S SIGNATURE _____ DATE _____

FAX COMPLETED AND SIGNED TALLY SHEET TO BECKY ROBBINS AT (503) 963-3815 (Fax)
DUE NO LATER THAN 3:00 PM (PACIFIC) ON MONDAY FOLLOWING THE GAME

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KB



SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: Schlotsky's, Inc. CONTACT: Steve Braasch

ADDRESS: 203 Colorado, Austin, Texas 78701

PHONE: 512-236-3600x3659 FAX: _____ E-MAIL: sbraasch@schlotzskys.com

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
Westlake High School (Chaparral Stadium)	One (1) 10'6"x8'6" Static Panel	9/16/02	12/1/04

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
Westlake High School (Chaparral Stadium)	Four (4) Instant Replays One (1) Feature	9/16/02	12/1/04

Total Contract Cost (Net) \$ 86,400

ADDITIONAL CONTRACT TERMS
<p>Exclusivity: Quick Service Restaurant</p> <p>Payment Terms:</p> <p style="padding-left: 40px;">\$ 4,250 due January 15, February 15, March 15, April 15, May 15, June 15, 2003</p> <p style="padding-left: 40px;">\$ 5,000 due January 15, February 15, March 15, April 15, May 15, June 15, 2004</p> <p style="padding-left: 40px;">\$ 5,150 due January 15, February 15, March 15, April 15, May 15, June 15, 2005</p> <p>One (1) Pre-Game Hospitality Event for up to ten (10) people in the Eanes ISD Corporate Hospitality Suite; game and time of suite access to be mutually agreed upon.</p> <p>Beginning with the 2003 high school football season, Schlotsky's will have promotional control for the Westlake High School ticket backs. Schlotsky's can utilize this new inventory to create traffic-driving promotional opportunities for its Austin-area locations.</p> <p>Schlotsky's will have an opportunity to distribute promotional premium items during every Westlake High School event that takes place at Chaparral Stadium. Promotional premium items may include the following: mini-footballs with the Schlotsky's logo, fan towels, pom-poms, etc.</p> <p>Schlotsky's will have an opportunity to insert a direct mail piece coupon into the annual season ticket mailer.</p> <p>All promotional elements must receive final approval by Eanes ISD.</p>

ACTION SPORTS MEDIA

ADVERTISER/AGENCY

By: _____
(signature)

By: _____
(signature)

RALPH McBARRON/ VP & General Manager
(print name/title)

(print name/title)

Date: _____

Date: _____

The parties agree to and this Contract will be governed by the terms and conditions as set forth on page 2 and is non-cancelable by the Advertiser and/or its agency.

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KB



SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: The Steam Team CONTACT: David Marquardt

ADDRESS: 1904 West Koenig, Austin, Texas 78756

PHONE: 512-323-0039 FAX: _____ E-MAIL: _____

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
Westlake High School (Chaparral Stadium)	One (1) 4x8 Tri-Vision Panel	8/15/03	7/30/04

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
Westlake High School (Chaparral Stadium)	Two (2) Instant Replays Two (2) Features or Spirit Bumpers (TBD)	8/15/03	7/30/04

Total Contract Cost \$ 7500

ADDITIONAL CONTRACT TERMS
Payment Terms: \$ 7500 due October 1, 2003

ACTION SPORTS MEDIA

By: _____
(signature)

RALPH McBARRON/Chief Executive Officer
(print name/title)

Date: _____

ADVERTISER/AGENCY

By:
(signature)

DAVID MARQUARDT
(print name/title)

Date: 8/15/03

The parties agree to and this Contract will be governed by the terms and conditions as set forth on page 2 and is non-cancelable by the Advertiser and/or its agency.

Action Sports Media, 910 NE Martin Luther King Jr. Blvd., Portland, OR 97232



SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: The Princeton Review CONTACT: Ron Meredith

ADDRESS: 2025 Guadalupe, Suite 148, Austin, Texas 78705

PHONE: 512-474-8378 FAX: 512-474-8385 E-MAIL: ronm@review.com

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
West Lake High School (Chaparral Stadium)	One (1) Left-side Scoreboard Tri-Vision	2/1/03	8/1/06

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
West Lake High School (Chaparral Stadium)	One (1) Pre-Produced Feature Four (4) Instant Replays	2/1/03	8/1/06

Total Contract Cost (Net) \$ 30,000

ADDITIONAL CONTRACT TERMS
<p>Payment Terms:</p> <ul style="list-style-type: none"> \$ 10,000 due on or before 7/31/04 \$ 10,000 due on or before 7/31/05 \$ 10,000 due on or before 7/31/06 <p>Four (4) Game Tickets to one game, date to be determined, along with use of one suite. Opportunity to distribute promotional item at one (1) game per year, TPR covering the cost. Opportunity to place one (1) insert per year in season ticket mailouts. Tabling rights for any two (2) games per year. TPR agrees to pay for the installation of the sign within 60 days of it being installed, with this installation cost going towards the first \$10,000 payment.</p>

ACTION SPORTS MEDIA

ADVERTISER/AGENCY

By: [Signature]
(signature)

By: [Signature]
(signature)

RALPH McBARRON/ VP & General Manager
(print name/title)

Heather Jennings, Asst. VP
(print name/title)

Date: 6-4-03

Date: 5/9/03

The parties agree to and this Contract will be governed by the terms and conditions as set forth on page 2 and is non-cancelable by the Advertiser and/or its agency.

Action Sports Media, 910 NE Martin Luther King Jr. Blvd., Portland, OR 97232

ES
KB



SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: Schlotsky's, Inc. CONTACT: Steve Braasch

ADDRESS: 203 Colorado, Austin, Texas 78701

PHONE: 512-236-3600x3659 FAX: _____ E-MAIL: sbraasch@schlotzkys.com

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
Westlake High School (Chaparral Stadium)	One (1) 10'6"x8'6" Static Panel	9/16/02	12/1/04

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
Westlake High School (Chaparral Stadium)	Four (4) Instant Replays One (1) Feature	9/16/02	12/1/04

Total Contract Cost (Net) \$ 86,400

ADDITIONAL CONTRACT TERMS
<p>Exclusivity: Quick Service Restaurant</p> <p>Payment Terms:</p> <p style="padding-left: 40px;">\$ 4,250 due January 15, February 15, March 15, April 15, May 15, June 15, 2003</p> <p style="padding-left: 40px;">\$ 5,000 due January 15, February 15, March 15, April 15, May 15, June 15, 2004</p> <p style="padding-left: 40px;">\$ 5,150 due January 15, February 15, March 15, April 15, May 15, June 15, 2005</p> <p>One (1) Pre-Game Hospitality Event for up to ten (10) people in the Eanes ISD Corporate Hospitality Suite; game and time of suite access to be mutually agreed upon.</p> <p>Beginning with the 2003 high school football season, Schlotsky's will have promotional control for the Westlake High School ticket backs. Schlotsky's can utilize this new inventory to create traffic-driving promotional opportunities for its Austin-area locations.</p> <p>Schlotsky's will have an opportunity to distribute promotional premium items during every Westlake High School event that takes place at Chaparral Stadium. Promotional premium items may include the following: mini-footballs with the Schlotsky's logo, fan towels, pom-poms, etc.</p> <p>Schlotsky's will have an opportunity to insert a direct mail piece coupon into the annual season ticket mailer.</p> <p>All promotional elements must receive final approval by Eanes ISD.</p>

ACTION SPORTS MEDIA

ADVERTISER/AGENCY

By: _____
(signature)

By: _____
(signature)

RALPH McBARRON/ VP & General Manager
(print name/title)

(print name/title)

Date: _____

Date: _____

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SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: The Steam Team CONTACT: David Marquardt

ADDRESS: 1904 West Koenig, Austin, Texas 78756

PHONE: 512-323-0039 FAX: _____ E-MAIL: _____

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
Westlake High School (Chaparral Stadium)	One (1) 4x8 Tri-Vision Panel	8/15/03	7/30/04

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
Westlake High School (Chaparral Stadium)	Two (2) Instant Replays Two (2) Features or Spirit Bumpers (TBD)	8/15/03	7/30/04

Total Contract Cost \$ 7500

ADDITIONAL CONTRACT TERMS
Payment Terms: \$ 7500 due October 1, 2003

ACTION SPORTS MEDIA

By: _____
(signature)

RALPH McBARRON/Chief Executive Officer
(print name/title)

Date: _____

ADVERTISER/AGENCY

By: [Signature]
(signature)

DAVID MARQUARDT
(print name/title)

Date: 8/15/03

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Action Sports Media, 910 NE Martin Luther King Jr. Blvd., Portland, OR 97232

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SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: The University Federal Credit Union CONTACT: Corina Watts

ADDRESS: 3305 Steek Avenue, Austin, TX 78757

PHONE: 512-467-8080x21133 FAX: 512-421-7464 E-MAIL: cwatts@ufcu.org

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
Westlake High School (Chaparral Stadium)	One (1) 4'x15' Static Position	9/15/02	2/1/05

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
Westlake High School (Chaparral Stadium)	Four (4) Features Six (6) Instant Replays Four (4) Crowd Shots	9/15/02	2/1/05

Total Contract Cost (Net) \$ 72,000

ADDITIONAL CONTRACT TERMS

Exclusivity: Banking
Payment Terms:
 \$ 21,250 due March 1, 2003
 \$ 25,000 due March 1, 2004
 \$ 25,750 due March 1, 2005

One (1) Pre-Game Hospitality Event for Ten (10) Game Tickets to one game, date tbd
 UFCU will have the first right of refusal in February, 2005

Tabling The University Federal Credit Union (UFCU) will have an opportunity to set up tables on-site during every Westlake High School home football game. At the designated tables, UFCU can distribute information regarding student loans, credit card applications, information about future financial planning for college, or whatever other information they want to solicit. Tabling at the games will present UFCU with a tremendous opportunity to promote the College Education 101 program to parents of high schools students and to high school seniors who are about to graduate and go on to college.

Promotional Premium Items UFCU will have an opportunity to distribute promotional premium items during every Westlake High School event that takes place at Chaparral Stadium. Promotional premium items could include the following: mini-footballs with the UFCU logo, fan towels, pom-poms, etc.

Season Ticket Inserts UFCU will have an opportunity to insert a direct mail piece in the annual season ticket mailer.

UFCU Provides
 Artwork as needed for video and signage production
 Content for videoboard features
 Promotional Premium Items
 Catering for Hospitality Event

ACTION SPORTS MEDIA

By: [Signature]
(signature)

RALPH McBARRON/ VP & General Manager
(print name/title)

Date: _____

ADVERTISER/AGENCY

By: [Signature]
(signature)

Tony Budget / President / CEO
(print name/title)

Date: 9-24-02

The parties agree to and this Contract will be governed by the terms and conditions as set forth on page 2 and is non-cancelable by the Advertiser and/or its agency.

Action Sports Media, 910 NE Martin Luther King Jr. Blvd., Portland, OR 97232



66
KB

SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: The Princeton Review CONTACT: Ron Meredeith

ADDRESS: 2025 Guadalupe, Suite 148, Austin, Texas 78705

PHONE: 512-474-8378 FAX: 512-474-8385 E-MAIL: ronm@review.com

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
West Lake High School (Chaparral Stadium)	One (1) Left-side Scoreboard Tri-Vision	2/1/03	8/1/06

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
West Lake High School (Chaparral Stadium)	One (1) Pre-Produced Feature Four (4) Instant Replays	2/1/03	8/1/06

Total Contract Cost (Net) \$ 30,000

ADDITIONAL CONTRACT TERMS
<p>Payment Terms: \$ 10,000 due on or before 7/31/04 \$ 10,000 due on or before 7/31/05 \$ 10,000 due on or before 7/31/06</p> <p>Four (4) Game Tickets to one game, date to be determined, along with use of one suite. Opportunity to distribute promotional item at one (1) game per year, TPR covering the cost. Opportunity to place one (1) insert per year in season ticket mailouts. Tabling rights for any two (2) games per year. TPR agrees to pay for the installation of the sign within 60 days of it being installed, with this installation cost going towards the first \$10,000 payment.</p>

ACTION SPORTS MEDIA

ADVERTISER/AGENCY

By: [Signature]
(signature)

By: [Signature]
(signature)

RALPH McBARRON/ VP & General Manager
(print name/title)

Heather Jennings, Asst. VP
(print name/title)

Date: 6-4-03

Date: 5/9/03

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Action Sports Media, 910 NE Martin Luther King Jr. Blvd., Portland, OR 97232



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KB

SIGNAGE AND VIDEO AGREEMENT

ADVERTISER: The University Federal Credit Union CONTACT: Corina Watts

ADDRESS: 3305 Steck Avenue, Austin, TX 78757

PHONE: 512-467-8080x21133 FAX: 512-421-7464 E-MAIL: cwatts@ufcu.org

DESCRIPTION OF SIGNAGE AND FEES			
LOCATION OF DISPLAY (Venue)	SIZE & NO. OF DISPLAYS	START DATE	END DATE
Westlake High School (Chaparral Stadium)	One (1) 4'x15' Static Position	9/15/02	2/1/05

DESCRIPTION OF VIDEO AND FEES			
LOCATION OF FEATURE (Venue)	QUANTITY & LENGTH (per game) TYPE & DESCRIPTION	START DATE	END DATE
Westlake High School (Chaparral Stadium)	Four (4) Features Six (6) Instant Replays Four (4) Crowd Shots	9/15/02	2/1/05

Total Contract Cost (Net) \$ 72,000

ADDITIONAL CONTRACT TERMS
<p>Exclusivity: Banking</p> <p>Payment Terms:</p> <p>\$ 21,250 due March 1, 2003</p> <p>\$ 25,000 due March 1, 2004</p> <p>\$ 25,750 due March 1, 2005</p> <p>One (1) Pre-Game Hospitality Event for Ten (10) Game Tickets to one game, date tbd</p> <p>UFCU will have the first right of refusal in February, 2005</p> <p>Tabling The University Federal Credit Union (UFCU) will have an opportunity to set up tables on-site during every Westlake High School home football game. At the designated tables, UFCU can distribute information regarding student loans, credit card applications, information about future financial planning for college, or whatever other information they want to solicit. Tabling at the games will present UFCU with a tremendous opportunity to promote the College Education 101 program to parents of high schools students and to high school seniors who are about to graduate and go on to college.</p> <p>Promotional Premium Items UFCU will have an opportunity to distribute promotional premium items during every Westlake High School event that takes place at Chaparral Stadium. Promotional premium items could include the following: mini-footballs with the UFCU logo, fan towels, pom-poms, etc.</p> <p>Season Ticket Inserts UFCU will have an opportunity to insert a direct mail piece in the annual season ticket mailer.</p> <p>UFCU Provides</p> <p>Artwork as needed for video and signage production</p> <p>Content for videoboard features</p> <p>Promotional Premium Items</p> <p>Catering for Hospitality Event</p>

ACTION SPORTS MEDIA

By: [Signature]
(signature)

RALPH McBARRON/ VP & General Manager
(print name/title)

Date: _____

ADVERTISER/AGENCY

By: [Signature]
(signature)

Tony Budet / President / CEO
(print name/title)

Date: 9-24-02

The parties agree to and this Contract will be governed by the terms and conditions as set forth on page 2 and is non-cancelable by the Advertiser and/or its agency.



Presented to:
Corina Watts, University Federal Credit Union

August 30, 2002

GP
KB

**Events at Chaparral Stadium
Projected 2002-2003 Attendance**

A. Marching Festival – 1 event	12,000
Area Band Festival – 1 event	20,000
UIL Region Level – 1 event	<u>8,000</u>
Total	40,000
B. <u>High School Football</u>	
Varsity – 6 regular season games	48,000
JV- 4 regular season games	1,200
Sophomore – 5 regular season games	500
9A – 6 regular season games	1,800
9B – 6 regular season games	<u>1,800</u>
Total	53,300
C. <u>Projected 2002 Football Playoff Games</u>	
Westlake – 2 games	22,000
Host 5 games	<u>55,000</u>
Total	77,000
D. <u>Middle School Football</u>	
HCMS/WRMS – 20 games	<u>4,300</u>
Total	4,300
E. <u>Boy's Soccer</u>	
Varsity – 10 games	1,000
JV A – 10 Games	500
JV B – 5 Games	<u>200</u>
Total	1,700
F. <u>Girl's Soccer</u>	
Varsity – 10 games	1,000
JV – 10 games	500
Freshman – 5 games	<u>200</u>
Total	1,700
G. <u>Girl's & Boy's Track</u>	
Chap Relays	1,500
District 25AAAAA Meet	1,500
Middle School Track Meet	500
Middle School District Track Meet	<u>1,000</u>
Total	4,500

Total Projected Attendance at Chaparral Stadium Events: 182,500

Total Projected 2002-2003 Events: 126



As part of this new strategic partnership with Action Sports Media, the University Federal Credit Union will receive the following sponsorship benefits at Westlake High School beginning in September 2002 . . .

Corporate Marketing Opportunities

Tabling

The University Federal Credit Union (UFCU) will have an opportunity to set up tables on-site during every Westlake High School home football game. At the designated tables, UFCU can distribute information regarding student loans, credit card applications, information about future financial planning for college, or whatever other information they want to solicit. Tabling at the games will present UFCU with a tremendous opportunity to promote the College Education 101 program to parents of high schools students and to high school seniors who are about to graduate and go on to college.

Promotional Premium Items

UFCU will have an opportunity to distribute promotional premium items during every Westlake High School event that takes place at Chaparral Stadium. Promotional premium items could include the following: mini-footballs with the UFCU logo, fan towels, pom-poms, etc.

Season Ticket Inserts

UFCU will have an opportunity to insert a direct mail piece in the annual season ticket mailer.

Signage

Chaparral Stadium Signage

UFCU will receive one (1) 4' x 15' permanent backlit panel on the main Chaparral Stadium JumboTron scoreboard

Video Elements

"Customizable Features"

ASM personnel will work directly with UFCU to create two (2) customized videoboard features during each Westlake High School home football game. The features, for example, could promote UFCU services, its role in the Austin community, company news, etc. The messaging of the customizable feature can change on a game-by-game basis and will fit specifically with UFCU's core marketing needs and objectives. ASM will run the Customized Videoboard Feature four (4) times per game.



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“Instant Replays”

Instant replays are an integral part of watching the game at home. With the ASM in-venue network approach, fans can now enjoy re-living the live action that they just witnessed in the stadium. Fans gain instant gratification by viewing replays at the game and sponsors receive tremendous brand awareness and affinity with those fans by associating themselves with gameday action. UFCU will benefit from significant and repetitive professional-looking logo exposure during this videoboard feature. ASM will run the UFCU Instant Replays six (6) time per game.

“Crowd Shot Sponsorships”

Crowd Shot Sponsorships are a live video element that airs during the gameday broadcast with continuous UFCU logo bug presence as the remote ASM camera scrolls through the stands of Chaparral Stadium. ASM will run the UFCU Crowd Shot feature four (4) times per game.

Hospitality

Corporate Hospitality Suite

During one mutually agreed upon home football game, UFCU would have an opportunity to use the recently constructed hospitality suite. UFCU can invite up to ten (10) people to take advantage of this unique opportunity during a Chaps home football game. Situated adjacent to the coach’s coordinator box and the press box, UFCU can cater the event for employees, customers or family members. ASM will make the suite available to UFCU for one game annually.

No construction. Get Letter, this year etc.

Additional Information

Category Exclusivity

UFCU will receive complete banking category exclusivity as it relates to all presence marketing opportunities at Chaparral Stadium.

Action Sports Media Provides

ASM will cover all signage fabrication, production and installation charges during the initial signage set up.

Production and display for all videoboard elements

Affidavits for all game productions, a year-end wrap up book, and any other supporting documentation required



UFCU Provides

Artwork as needed for video and signage production

Content for videoboard features

Promotional Premium Items

Catering for Hospitality Event

UFCU Net Investment:

2002: \$21,250

2003: \$25,000

2004: \$25,750

All promotional elements must receive final approval by the Eanes Independent School District

Billing Schedule to be mutually agreed upon by ASM and UFCU (installment billing, deferred billing until the first of the year, etc.).





Presented to:
Susan Vincent

September 10, 2002

**Events at Chaparral Stadium
Projected 2002-2003 Attendance**

A. Marching Festival – 1 event	12,000
Area Band Festival – 1 event	20,000
UIL Region Level – 1 event	<u>8,000</u>
Total	40,000
B. <u>High School Football</u>	
Varsity – 6 regular season games	48,000
JV- 4 regular season games	1,200
Sophomore – 5 regular season games	500
9A – 6 regular season games	1,800
9B – 6 regular season games	<u>1,800</u>
Total	53,300
C. <u>Projected 2002 Football Playoff Games</u>	
Westlake – 2 games	22,000
Host 5 games	<u>55,000</u>
Total	77,000
D. <u>Middle School Football</u>	
HCMS/WRMS – 20 games	<u>4,300</u>
Total	4,300
E. <u>Boy's Soccer</u>	
Varsity – 10 games	1,000
JV A – 10 Games	500
JV B – 5 Games	<u>200</u>
Total	1,700
F. <u>Girl's Soccer</u>	
Varsity – 10 games	1,000
JV – 10 games	500
Freshman – 5 games	<u>200</u>
Total	1,700
G. <u>Girl's & Boy's Track</u>	
Chap Relays	1,500
District 25AAAAA Meet	1,500
Middle School Track Meet	500
Middle School District Track Meet	<u>1,000</u>
Total	4,500

Total Projected Attendance at Chaparral Stadium Events: 182,500

Total Projected 2002-2003 Events: 126



As part of this new strategic partnership with Action Sports Media, the Schlotzsky's Inc. will receive the following sponsorship benefits at Westlake High School beginning in September 2002..

Corporate Marketing Opportunities

Ticket Backs

Beginning with the 2003 high school football season, Schlotzsky's will have promotional control for the Westlake High School ticket backs. Schlotzsky's can utilize this new inventory to create traffic-driving promotional opportunities for its Austin-area locations.

Promotional Premium Items

Schlotzsky's will have an opportunity to distribute promotional premium items during every Westlake High School event that takes place at Chaparral Stadium. Promotional premium items may include the following: mini-footballs with the Schlotzsky's logo, fan towels, pom-poms, etc.

Season Ticket Inserts

Schlotzsky's will have an opportunity to insert a direct mail piece coupon into the annual season ticket mailer.

Signage

Chaparral Stadium Signage

Schlotzsky's will receive one (1) 10'6" x 8'6" permanent backlit panel on the main Chaparral Stadium JumboTron scoreboard. This is the largest sign inside the stadium.

Video Elements

"Features"

Schlotzsky's will be the presenting sponsor for one (1) pre-produced videoboard feature during each Westlake High School home football game. The feature, for example, may include the Player of the Game, Centex Statistics, Drive of the Game, etc.

"Instant Replays"

Instant replays are an integral part of watching the game at home. With the ASM in-venue network approach, fans can now enjoy re-living the live action that they just witnessed in the stadium. Fans gain instant gratification by viewing replays at the game and sponsors receive tremendous brand awareness and affinity with those fans by associating themselves with gameday action. Schlotzsky's will benefit from significant and repetitive professional-looking logo exposure during this videoboard feature. ASM will run the Schlotzsky's Instant Replays four (4) times per game.



Hospitality

Corporate Hospitality Suite

During one mutually agreed upon home football game, Schlotzsky's will have an opportunity to use the recently constructed hospitality suite. Schlotzsky's can invite up to ten (10) people to take advantage of this unique opportunity during the pre-game of a Chaps home football game. Situated adjacent to the coach's coordinator box and the press box, Schlotzsky's can cater the event for employees, customers, vendors or family members. ASM will make the suite available to Schlotzsky's for one game annually.

Additional Information

Category Exclusivity

Schlotzsky's will receive complete Quick Service Restaurant category exclusivity as it relates to all presence-marketing opportunities at Chaparral Stadium.

Action Sports Media Provides

ASM will cover all signage fabrication, production and installation charges during the initial signage set up.

Production and display for all videoboard elements

Affidavits for all game productions, a year-end wrap up book, and any other supporting documentation required

Schlotzsky's Provides

Artwork as needed for video and signage production

Promotional Premium Items

Catering for Hospitality Event



Schlotzsky's Net Investment:

2002: \$25,500
2003: \$30,000
2004: \$30,900

All promotional elements must receive final approval by the Eanes Independent School District

Billing Schedule to be mutually agreed upon by ASM and Schlotzsky's (installment billing, deferred billing until the first of the year, etc.).

If Schlotzsky's is interested, ASM will work with Eanes ISD to try and secure concessions opportunities as an extension to this proposal.





Presented to:
Dirk Dozier, Austaco Inc.

September 10, 2002

**Events at Chaparral Stadium
Projected 2002-2003 Attendance**

A. Marching Festival – 1 event	12,000
Area Band Festival – 1 event	20,000
UIL Region Level – 1 event	<u>8,000</u>
Total	40,000
B. <u>High School Football</u>	
Varsity – 6 regular season games	48,000
JV- 4 regular season games	1,200
Sophomore – 5 regular season games	500
9A – 6 regular season games	1,800
9B – 6 regular season games	<u>1,800</u>
Total	53,300
C. <u>Projected 2002 Football Playoff Games</u>	
Westlake – 2 games	22,000
Host 5 games	<u>55,000</u>
Total	77,000
D. <u>Middle School Football</u>	
HCMS/WRMS – 20 games	<u>4,300</u>
Total	4,300
E. <u>Boy's Soccer</u>	
Varsity – 10 games	1,000
JV A – 10 Games	500
JV B – 5 Games	<u>200</u>
Total	1,700
F. <u>Girl's Soccer</u>	
Varsity – 10 games	1,000
JV – 10 games	500
Freshman – 5 games	<u>200</u>
Total	1,700
G. <u>Girl's & Boy's Track</u>	
Chap Relays	1,500
District 25AAAAA Meet	1,500
Middle School Track Meet	500
Middle School District Track Meet	<u>1,000</u>
Total	4,500

Total Projected Attendance at Chaparral Stadium Events: 182,500

Total Projected 2002-2003 Events: 126



As part of this new strategic partnership with Action Sports Media, the Austaco Inc. will receive the following sponsorship benefits at Westlake High School beginning in September 2002 . . .

Corporate Marketing Opportunities

Ticket Backs

Beginning with the 2003 high school football season, Austaco will have promotional control for the Westlake High School ticket backs. Austaco can utilize this new inventory to create traffic-driving promotional opportunities for its Austin-area locations.

Promotional Premium Items

Austaco will have an opportunity to distribute promotional premium items during every Westlake High School event that takes place at Chaparral Stadium. Promotional premium items may include the following: mini-footballs with the Austaco logo, fan towels, pom-poms, etc.

Season Ticket Inserts

Austaco will have an opportunity to insert a direct mail piece in the annual season ticket mailer.

Signage

Chaparral Stadium Signage

Austaco will receive one (1) 4' x 8'6" tri-vision rotating panel on the main Chaparral Stadium JumboTron scoreboard

Video Elements

"Features"

Austaco will be the presenting sponsor for two (2) pre-produced videoboard features during each Westlake High School home football game. The features, for example, may include the Player of the Game, Centex Statistics, Drive of the Game, etc. ASM will run the Videoboard Features two (2) times per game.

"Instant Replays"

Instant replays are an integral part of watching the game at home. With the ASM in-venue network approach, fans can now enjoy re-living the live action that they just witnessed in the stadium. Fans gain instant gratification by viewing replays at the game and sponsors receive tremendous brand awareness and affinity with those fans by associating themselves with gameday action. Austaco Inc. will benefit from significant and repetitive professional-looking logo exposure during this videoboard feature. ASM will run the Austaco Inc. Instant Replays two (2) time per game.



Hospitality

Corporate Hospitality Suite

During one mutually agreed upon home football game, Austaco Inc. would have an opportunity to use the recently constructed hospitality suite. Austaco Inc. can invite up to ten (10) people to take advantage of this unique opportunity during a Chaps home football game. Situated adjacent to the coach's coordinator box and the press box, Austaco Inc. can cater the event for employees, customers, vendors or family members. ASM will make the suite available to Austaco Inc. for one game annually.

Additional Information

Category Exclusivity

Austaco Inc. will receive complete Quick Service Restaurant category exclusivity as it relates to all presence-marketing opportunities at Chaparral Stadium.

Action Sports Media Provides

ASM will cover all signage fabrication, production and installation charges during the initial signage set up.

Production and display for all videoboard elements

Affidavits for all game productions, a year-end wrap up book, and any other supporting documentation required

Austaco Inc. Provides

Artwork as needed for video and signage production

Promotional Premium Items

Catering for Hospitality Event



Austaco Inc. Net Investment:

2002: \$17,000
2003: \$20,000
2004: \$20,600

All promotional elements must receive final approval by the Eanes Independent School District

Billing Schedule to be mutually agreed upon by ASM and Austaco Inc. (installment billing, deferred billing until the first of the year, etc.).

If Austaco Inc. is interested, ASM will work with Eanes ISD to try and secure concessions opportunities as an extension to this proposal.



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Casey Gibert
891-5055
413 9849

ACTION SPORTS MEDIA

July 19, 2002

Robert Jocius, Assistant Superintendent for Business Affairs
Eanes Independent School District
601 Camp Craft Road
Austin, TX 78746

Reference: No. 06-046-2002

Dear Mr. Jocius:

Action Sports Media (ASM) is pleased to provide this proposal for Advertising Services in response to your request. The information contained herein is formatted in accordance with the instructions in the General Questionnaire.

Action Sports Media is a Paul Allen company, and is a leader in collegiate sports marketing. ASM's network of universities currently includes 16 institutions participating in intercollegiate athletics. The company's expertise includes signage and corporate sponsorship and promotion, radio, and television. We believe that our strength in regional sports marketing gives us the ability to generate significant revenues on behalf of the Eanes Independent School District and Westlake High.

Thank you for the opportunity to submit our proposal. We sincerely hope to have the opportunity to represent Westlake athletics, and to carry the Chaps to new markets.

Sincerely yours,



Colin Portnuff
Director of Corporate Development

503-963-3808
503-680-6797

503-680-6797

Handwritten notes:
Kentucky
UIL Basketball Tournament
DAY GAME CONTENT
COURT ROBIN 9/11/12
Touch Down
FEE sponsor - Commission Fee
Public Service Time (included in contract)

Requirements 1 and 2: General Information and Personnel

Action Sports Media Inc.

910 N.E. Martin Luther King Jr. Boulevard
Portland, OR 97232

Officers:

Bob Whitsitt, President
Harry Hutt, Executive Vice President and Chief Operating Officer
Ralph McBarron, Vice President and General Manager
Michael Fennell, Vice President and General Counsel

Ownership of Operating Firm.

Action Sports Media Inc. is wholly owned by Paul G. Allen.

Account Representative

The Account Representative will be Casey Gilbert, Action Sports Media Regional Sales Director, Central Region, located in Austin, TX.

Contract Administrator

The Contract Administrator will be Colin Portnuff, Director of Corporate Development, Action Sports Media, Portland OR.

Offices and Staff

ASM is headquartered in Portland, Oregon. In addition, ASM has regional offices located across the United States. Our Portland Corporate Office and our Regional Offices in Atlanta and Chicago will provide a regional and national presence for Westlake High Athletics, who will gain representation in the major markets of Chicago, New York, Atlanta, Houston, and Dallas, as well as by our sellers in Tennessee, Kentucky and Kansas. Our Regional Sales Director for the Central Region is located in Austin.

Overview

ASM was formed in 1997 and is engaged in long-term marketing relationships with the athletics departments of sixteen universities. Individually, the thirty-one managers and employees of the company have extensive career experience in marketing and communications, with a concentration on collegiate sports marketing.

If awarded a contract for the advertising services, ASM will provide direct services through Casey Gilbert, our Regional Sales Director in Austin and our two Account Managers in Dallas. These three salespeople are focused on the region, and represent the University of Texas in Austin, Texas A&M, and Oklahoma State University. Westlake High will gain tremendous leverage in the sponsor community when packaged with these high value collegiate programs.

Insurance Carrier

Action Sports Media has engaged Marsh USA as its insurance broker and risk advisor for a number of years. Coverages include all significant risks for the types of businesses conducted, with limits appropriate to or in excess of normal expectations for these risks, and with insurance companies that have "A" or better ratings by A.M. Best. Upon award of the project, ASM will provide certificates of insurance to evidence coverages and limits that meet or exceed reasonable District requirements.

Action Sports Media

Action Sports Media is a Paul Allen company, and is a leader in collegiate sports marketing. ASM's network of universities currently includes 16 institutions participating in intercollegiate athletics. The company's expertise includes radio, television, signage and corporate sponsorship and promotion. Action Sports Media is headquartered in Portland Oregon, home of the Portland Trail Blazers, Portland Fire, Cutting Edge Concepts, Post Up Productions, and Blazer Broadcasting. Together, these comprise one of the most power-packed sports marketing and venue management organization in the country. ASM was created in 1997 to use the combined power of these existing companies to meet the increasing need for marketing services to collegiate sports organizations.

ASM Network Universities

- Alabama
- Iowa
- Kansas State
- Kentucky
- Mississippi
- Mississippi State
- Oklahoma State
- Oregon State
- Purdue
- South Carolina
- Tennessee
- Texas
- Texas A&M
- Vanderbilt
- Washington
- Washington State

All of the ASM network universities have long-term marketing agreements in place. In many of these universities, ASM has made a significant capital investment in the form of large scale video displays, new scoreboards and new signage, and is responsible for all aspects of video production and direction of the game day in-stadium large screen video broadcast.

With ASM's unique and unmatched network structure, business opportunities are delivered systematically throughout the entire national network or to select schools on a local or regional level.

ASM brings content to its network of universities using internet and satellite distribution, and has developed industry-leading expertise in real-time distribution of collegiate sports information via these methods.

Action Sports Media is focused on collegiate athletics, and understands the power of affinity marketing to alumni, students and fans. These forces, if anything, are stronger at the high school level in Texas. Our current sales force consists of three regional managers, one project manager and eight regional account managers. All of our representatives maintain strong relationships with the universities in their regions, and sell the entire ASM network to national companies headquartered in their areas. This combines the best of local, regional and national representation, and the synergy of our growing network makes for a powerful presentation to national advertisers. This works to the benefit of each of our universities, as we are now able to capture revenue from companies that might not otherwise consider advertising at an individual school.

The Executive Vice President and Chief Operating Officer of Action Sports Media is Harry E. Hutt. He has vast experience in sports marketing, with a deep background in radio and television sports broadcasting. Harry came to Portland from the Detroit Pistons, where he was responsible for bringing radio and television production in house. In addition to his responsibilities as head man for Action Sports Media, Harry is responsible for the Action Sports Cable Network and Action Sports and Entertainment Mobile TV.

The Vice President and General Manager of Action Sports Media is Ralph McBarron. Ralph brings over 15 years of experience in collegiate sports broadcasting and marketing. Ralph came to ASM after six years at ESPN Regional in Charlotte NC, where as Director of University Projects he was responsible for managing signage, corporate sponsorship and promotions, video marketing, print programs and radio and TV broadcast networks at the University of Kansas, University of Oregon, Texas Christian University and the University of South Florida. Prior to joining ESPN, Ralph was with Host Communications and Creative Sports Marketing for eight years, where he was responsible for network sales in the Southwest Conference, and managed radio networks and print programs for the Military and Naval Academies as well as corporate sponsorships for the Army-Navy football game. Ralph oversees day-to-day operations of the company and is responsible for all aspects of ASM's business from production of gameday and network broadcasting to sales and administration.

Other Paul Allen Sports and Entertainment Companies

Action Sports Media and Sporting News Radio are owned by Microsoft co-founder Paul Allen, one of the world's foremost entrepreneurs. Paul Allen is also known by the quality of his other organizations, which include

- The Sporting News
- Portland Trail Blazers
- Oregon Arena Corporation (Operates the Rose Garden Arena and Memorial Coliseum in Portland, OR)
- Cutting Edge Concepts (Concessions and catering for OAC)
- Blazer Broadcasting (Creative direction and broadcast talent)
- Post Up Production (state of the art TV production facility in the Rose Garden)
- Blazers Radio Network
- Seattle Seahawks
- Seattle Seahawks Stadium
- Seahawks Radio Network
- KXL 750 AM Portland
- KXJM Jammin' 95.5 FM Portland
- Charter Communications
- Vulcan Ventures Inc.

Blazers Radio Network

The Blazers Radio Network consists of the flagship KXL radio station and 24 affiliates throughout the Blazer territory of Oregon and Southwest Washington. The Trail Blazers sales organization is responsible for sales of all radio programming inventory, including specialty programming such as weekly talk shows and pre and post game shows.

Blazers Broadcasting

Blazers Broadcasting produces television and radio broadcasts for the Blazer Radio Network and the Blazer TV and Cable networks. In-house state of the art technology is applied to create the most advanced graphics packages in professional sports. The Trail Blazer sales organization generates top revenues from sponsorship sales of radio and television inventory as well as arena signage, and is the envy of many professional sports franchises.

Seahawks Radio Network

The Seahawks radio station consists of flagship KIRO radio station and 36 affiliates throughout Washington, Idaho, Montana, Oregon and Alaska. The Seahawks organization does all the production as well as handling all the sales inventory, including pre-game, postgame, in-game and semi-weekly talk show.

Vulcan Ventures Inc.

Vulcan Ventures Inc. of Bellevue, Washington was founded by Paul G. Allen in 1986 to research and implement his investments. Through Vulcan Ventures, Allen invests in companies that offer products, services or technologies that fit his Wired World strategy and

can contribute to or benefit from the technology and strategy of other companies within the group's extensive investment portfolio.

The Sporting News

Headquartered in St. Louis, The Sporting News is the country's oldest sports publication, debuting in 1886. The Sporting News properties include the print publication The Sporting News (the country's oldest sporting publication), a line of annual preview magazines, high-end coffee table sports books, sports licensing ventures and www.sportingnews.com, one of the largest sports sites on the Internet. The Sporting News was acquired by Vulcan Ventures Inc. in February 2000.

Sporting News Radio

Sporting News Radio is the nation's largest and most listened to 24-hour sports radio network, providing programming and services to over 450 radio stations, reaching 13 million listeners each week. Sporting News Radio owns and operates New York's AM 620, Boston's AM 1510, Los Angeles' KMPC 1540 The Sports Giant, and operates FM 94.3 in Chicago. Streamed live through Yahoo!! and AOL, Sporting News Radio is the #1-ranked sports channel on the internet, according to Arbitron Webcast Ratings.

Requirement 3: Expertise of Firm

The following lists all clients and properties marketed by ASM, with the responsible persons at ASM and the athletics department of each client institution.

- Alabama: Football signage and video, basketball signage and video, baseball, and softball signage.
Account rep: Rob Muggleston
University contact: Daniel Hopper
- Iowa: Football stadium signage and video, and non-exclusive corporate marketing.
Account rep: Rick Klatt
University contact: Rick Klatt
- Kansas State: Football and basketball venue signage, video and corporate marketing.
Account rep: Kevin Vela
University contact: Mike Mores
- Kentucky: Limited football stadium signage, Rupp Arena signage and video.
Account rep: Alyssa Weisberg
University contact: Kyle Moats
- Mississippi: Football stadium signage, video and non-exclusive corporate marketing
Account rep: Irish Carroll
University contact: Derek Horne

- Mississippi State: Football stadium signage and video and corporate marketing.
Account rep: Irish Carroll
University contact: Mike Richey
- Oklahoma State: Football stadium signage and video.
Account rep: Geoff Dulaney
University contact: Chris Hanna
- Oregon State: Football stadium video.
Account rep: Jennah Greene
University contact: Mike Corwin
- Purdue: Football stadium signage, video and corporate marketing.
Account rep: Barry Neuberger
University contact: Bob Bernard
- South Carolina: Football signage, video, corporate marketing, isotonic and water beverage, and soft drink pouring rights. Basketball signage, video, suites, corporate marketing, isotonic and water beverage, and soft drink pouring rights.
Account rep: Melissa Wingate
University contact: Brad Edwards
- Tennessee: Football and basketball signage and video.
Account rep: Bill Hodge
University contact: Chip Bryant
- Texas: Football signage and video, basketball, volleyball, football practice facility, baseball, tennis facility, and soccer field signage.
Account rep: Casey Gilbert
University contact: Christine Plonsky
- Texas A&M: Football stadium signage and video.
Account rep: Casey Gilbert
University contact: Mike Caruso
- Vanderbilt: Football and basketball venue signage, video and corporate marketing.
Account rep: Alyssa Weisberg
University contact: Owen Shull
- Washington: Football signage and video, basketball signage, and corporate marketing, Husky Radio Network production and marketing.
Account rep: Rick Furr
University contact: Leslie Wurzberger

- Washington State: Football, basketball and other venue signage, video and corporate marketing.
Account rep: Collin Cakarnis
University contact: JD Griffith

References

We invite you to contact the following people as business references:

Chris Plonsky
Senior Associate Athletic Director
The University of Texas at Austin
PO Box 7399
Austin, TX 78713-7399
Phone # 512-471-4780
Fax # 512-471-2378

Barbara Hedges
Director of Athletics
University of Washington
Graves Building
Box 354070
Seattle, WA 98195
Phone # 206-543-2212
Fax # 206-685-4668

Gary Wyant
Senior Associate Athletic Director
The University of Tennessee
1720 Volunteer Boulevard
Knoxville, TN 37996-3100
Phone # 865-974-7450
Fax # 423-974-2060

Requirement 4: Marketing/Advertising/Promotion Plan

ASM proposes to represent Westlake High School Athletics in Austin. Our Regional Sales Director for the Central Region lives in Austin, and our regional office is in Dallas. We have three salespeople in Texas, located in Austin and Dallas. They are focused primarily on The University of Texas at Austin, Texas A&M University and Oklahoma State University. We believe that the Westlake High School Athletics program will complement these properties and gain from an association with their rights holder, ASM. While each of our salespeople focuses on a specific group of schools, they also represents our other schools to regional and national companies located in each of their regions.

All of our salaried and salary/commission/bonus positions are filled with the objective of maintaining staff consistency throughout the term of our sponsorship rights agreements. Our salary and bonus plan enable us to attract top sales professionals. Recruitment efforts for these positions ensure that these persons have ample experience to exceed the mission objectives. Further, our offices work closely in conjunction with each school's other business partners and rights holders, including flagship radio and TV stations, to ensure maximum revenue impact for ASM and the school.

Sales activities will begin as soon as ASM is awarded the contract. There is no time to lose, with the school year beginning in September.

Our marketing program would be based on four primary bases. For maximum productivity and revenue generation, we will initially focus on expansions of existing sponsorship relations at UT and Texas A&M. Our regional sales representatives will offer each of our regional sponsors this new additional opportunity to reach a highly desirable demographic in Austin. We will explain the benefits of adding Westlake to each existing sponsorship agreement that we have written.

Second, our sales staff will exploit their prospect lists of local, regional and national companies. Our prospect lists will be categorized by business activity to maximize inventory values by ensuring wherever possible that we have multiple sponsors competing in each category for sponsorship positions.

Thirdly, if afforded the opportunity by the school district, we will mine the alumni base for individuals in positions of influence in companies that may be interested in sponsoring Westlake athletics.

Finally, our regional sales representative will proactively present Westlake athletics to the rest of our national sales force and enlist their support in expanding current multi-school sponsorship agreements to include Westlake athletics. This combination of local/regional sales with the work of our national sales force has been the foundation upon which we've built our success.

The sooner the contract is awarded, the sooner we can get to work bringing the upcoming Westlake High School Athletics opportunity to potential sponsors across the country. We would suggest that the contract confer the rights for the five athletics seasons from the fall of 2002 through the fall of 2007, but we are willing to consider a three-year contract.

ASM will provide its services on a commission basis. The commission will be calculated on Adjusted Gross Revenue (AGR). The AGR is the amount of all revenue received by ASM in consideration of the rights granted to ASM by Eanes School District, less the direct cost of fulfillment of sponsorship agreements. Such cost shall include without limitation the cost of creating and installing signage, repairs and maintenance of signage, merchandise and tickets,

production of video or audio materials, tickets and merchandise, contests and promotions. but shall not include any salaries or overhead for full-time ASM employees. This AGR calculation essentially means that expenses are shared according to the same formula as commissions are calculated.

The commission to be retained by ASM will be as follows:

IN EACH YEAR

For the first \$100,000 of AGR: 25% of AGR.

For the next \$100,000 of AGR: 20% of AGR.

For all additional AGR: 15% of AGR.

The rationale for this sliding schedule is that ASM is investing up front to generate revenue for Eanes Independent School District, and requires a higher level of commission during the start-up phase. In exchange for accepting the risk that Eanes may terminate the agreement without cause at the end of any year, ASM requires the higher commission on the first two \$100,000 tiers in each year.

If, however, Eanes School District agrees to a binding three or five-year agreement that may only be terminated by Eanes School District in the case of uncured breach by ASM, the following commission schedule would be offered:

OVER THE ENTIRE TERM

For the first \$100,000 of AGR: 25% of AGR.

For the next \$100,000 of AGR: 20% of AGR.

For all additional AGR: 15% of AGR.

Under this structure, the 25% and 20% commission structure would only apply to the first \$200,000 in AGR. After the first \$200,000 AGR has been earned, ASM's commission for the rest of the contract term would be 15%.

We forecast the first year's AGR to be on the order of \$75,000 to \$100,000. We expect the second year to generate between \$100,000 and \$130,000, and the business to stabilize at approximately \$130,000 per year, with nominal year-to-year inflation. Please note that these are projections that we hope to exceed, not guaranteed revenue levels.

Requirement 5: Other costs/expenses

Other than the commission described above, and the deduction of direct fulfillment expenses applied to calculate the Adjusted Gross Revenue, there are no other costs that the District would be obliged to pay.

Requirement 6: Other Services

We will require the cooperation of Westlake High School personnel in soliciting sponsorships and in fulfilling sponsorship requirements. We will need information regarding schedules,

program history, alumni mailing lists, and existing sponsorship deals which may confer exclusive or non-exclusive rights during the contract term. Additionally, we will require prompt disposition of approval requests for sponsorships, content and artwork. We will require the cooperation of the athletics department and the District in providing opportunities for and fulfilling special promotions, sampling activities and other corporate marketing programs. Attendance of coaching staff and athletic department staff at functions may also be required on occasion. We will also require the cooperation of the public address announcer.

There are no services called for or anticipated that we cannot provide. We do subcontract signage companies to create and install the actual sign panels.

Requirement 7: Financial Stability

Paul Allen is the sole owner of Action Sports Media. The company is privately held and does not release financial statements. The company is financially stable, with revenues showing solid year-to-year growth. Action Sports Media realized over \$11 million in revenue last year, has surpassed that number already in its current fiscal year and is on track to finish in excess of \$16 Million revenue in the current fiscal year ending April 30, 2003. The company's capital requirements are met by its owner.

Other Conditions/Considerations: Vendor Exceptions

NOTE: This proposal is not the basis for a contract by estoppel, and is subject to the written execution of a definitive agreement acceptable to both parties. The relationship between the parties will be governed by a definitive written agreement to be negotiated by ASM and the Eanes Independent School District. The Request for Proposal, except for those terms to which ASM has taken exception herein, and this proposal submitted by ASM shall be reflected in such definitive written agreement. In the case of disagreement between the documents, the definitive written agreement shall govern first, then this proposal, then the Request for Proposal.

The following list refers to the Other Conditions/Considerations listed on page 5 of the RFP. Items with no comment are generally agreeable to ASM.

1. No comment.
2. We will agree to commercially reasonable efforts.
- ③ We will agree to District approval of advertising displays in its reasonable discretion and in accordance with established District policies which are provided in advance and as amended from time to time.
4. We will agree to a three or five year term.
5. We offer a different commission structure if this termination right is removed. Either party should have the right to terminate the agreement only in the case of breaches by the other party after written notice of breach has been provided and only if the breach is uncured within a reasonable period of time. See narrative in response to Requirement 4.

Jim Stankovic
Stamp of Direct Costs.
94
KD

6. We will agree if written consent to assignment shall not be unreasonably withheld, delayed or conditioned.
7. No comment.
8. No comment.
9. No comment.
10. These expenses will be deducted before commission is calculated. They are effectively shared expenses, shared on the same basis as the revenue. That is, when the commission is at the 25% level, ASM pays 25% of the expense.
11. We understand from this that the District will approve the use of the District property for corporate promotions. We would expect that such promotions would be subject to the same approval rights as described in #3 above.
12. We would expect to be able to confer such terms as "Official sportswear provider of the Westlake Chapparals," subject to the same approval rights as #3 and #11. We will seek such explicit statement in the agreement between the parties.
13. No comment.
14. No comment.
15. No comment.
16. We are willing to negotiate mutually agreeable and reciprocal indemnification language.

Requirement 8: Additional Firm Information

Action Sports Media is totally focused on collegiate athletics. We have become an industry leader in terms of number of venues represented, range of services provided, and regional strength. We have a strong regional presence in Texas, and have long-term marketing relationships with the University of Texas and Texas A&M University.

Our sales force is active across the country, and is located in each region in which we have marketing relationships as well as the major metropolitan markets of New York and Chicago.

The scope of this Request for Proposal is limited to venue marketing, but ASM has extensive capabilities in radio and television production, development of content and features for venue video displays, game day production, and all aspects of marketing collegiate athletics to the corporate community. We have engaged in venue naming rights marketing and consulting in addition to selling signage and video content in venues, and are the radio rights holder at the University of Washington.

We believe that commercial and sponsorship sales revenues for high school and collegiate athletics programs can be maximized through a "one-stop shopping" strategy. We have teamed up with our colleagues at Sporting News Radio to produce and market University of Washington Husky athletics radio broadcasts. We hope to expand our marketing relationships with many of our partner institutions into multimedia marketing, maximizing revenue generation for those athletics programs.

The following pages contain a partial list of ASM sponsors listed by school.

Alabama

Academy Sports & Outdoor
 Advance Auto Parts
 Alabama Pain Care
 Alabama Power
 Charter Communications
 Winn-Dixie
 Mayfield Dairy
 Pillateri's
 RL Ziegler Company
 Alabama Orthopaedic
 Big Oak Ranch
 Cingular Wireless
 O'Charley's
 Talladega Super Speedway
 Verizon Wireless

Iowa

Alliant Energy
 Coca-Cola
 MBNA
 McLeod USA
 Pizza Hut
 Scheels Sporting Goods
 Aegon USA
 American Agrisurance
 Berthel Fisher
 Carlos O'Kelly's
 Dodge
 Eastern Iowa Airport
 Econofoods
 EMC Insurance
 Gazette Communications
 Grinnell Mutual Reinsurance
 Iowa Book Store
 KGAN-TV
 Learfield
 Mid-American Energy
 Outback Steakhouse
 Skeffington's
 State Farm
 UI Credit Union
 UI Health Care
 US Cellular
 Wellmark Blue Cross
 Wells Fargo
 Swiss Valley

Kansas State

Commerce Bank
 Coors Brewing Company
 Kansas Farm Bureau
 Pepsi
 UMB Financial Corporation
 Preferred Health Systems

Mississippi State

Bryan Foods
 Mississippi Power
 NE Mississippi Coca-Cola
 Frazer-Davidson
 Ford
 Cellular South
 Shelter Mutual Insurance
 Trustmark Bank

Oklahoma State

Ford
 Bank of Wichita
 Daily Oklahoman
 Great Plains Coca-Cola
 OG&E
 Phillips 66
 SBC
 Stillwater National Bank
 Oklahoma Beef Council
 Oklahoma Farm Bureau
 Sonic

Ole Miss

Cellular South
 Shelter Mutual Insurance
 Trustmark Bank
 Frazer-Davidson
 Ford

Oregon State

Pacific Office Automation
 Papa John's
 US Bank
 City of Eugene Airport
 Dari-Mart
 Lifewise
 NW Dodge
 OFIC
 GI Joe's

Purdue

Marsh Supermarkets
 Verizon
 Follett's Purdue Bookstores
 Franciscan Communities
 Hooter's Restaurant
 Insight Communications
 Mike Raisor Ford
 PEFCU
 Purdue Club of Chicago
 Purdue Engineering
 Productions Office
 Purdue Music Organization
 Remax of Indiana
 State Farm
 The Wooden Tradition
 Golden Corporation

South Carolina

BellSouth Fast Access DSL
 Boral Bricks
 Domino's Pizza
 SC Net
 Verizon Wireless
 Coca-Cola
 BI LO

Tennessee

First Tennessee Bank
 UT Medical Center
 Verizon Wireless
 Citadel Broadcasting
 Advance Auto Parts
 BI LO

Texas

Academy Sports & Outdoor
 AIM Funds
 Austin American-Statesman
 Austin Coca-Cola
 HEB Grocery
 KXAN-TV
 Sonic
 Taco Bell
 Tivoli
 UFCU
 Austin Energy
 Longhorns LTD
 Outback Steakhouse
 South Point Nissan
 SBC
 BMC
 BP
 Dodge
 UPS
 Verizon
 True Value
 Dell

Texas A&M

Academy Sports & Outdoor
 BMC
 BP
 Dodge
 UPS
 Verizon
 True Value
 Academy Sports & Outdoor
 Association of Former
 Students
 City of College Station
 ESPN, Inc.
 Gallery Furniture

Vanderbilt

Bell South
 Dell
 Kroger
 Pepsi
 SunTrust Bank
 Cone Oil
 Logan's Roadhouse
 Papa John's

Washington

Bank of America
 Dodge
 Drugstore.com
 Go2Net
 KING 5-TV
 Pepsi
 Starbucks
 Trendwest
 UW Physicians
 Verizon
 Hebrew National
 Les Schwab
 Progressive Insurance
 Sony/Ericsson Mobile
 Phones
 Seattle Times
 Washington State Lottery
 Shell Oil
 Arby's
 WTBS
 Overlake Hospital
 State Farm Insurance

Washington State

Coca-Cola
 Les Schwab
 Sonoco
 The Bank of Whitman
 Gritman Medical Center
 Holiday Inn Express
 NW Dodge
 Verizon
 Seattle Times
 Washington State Lottery

Shell

97
K13



**EANES
INDEPENDENT
SCHOOL
DISTRICT**

Jeffrey W. Weaver, Ph.D.
Superintendent

Robert N. Jocius
*Assistant Superintendent
for Business Affairs*
rjocius@eanes.k12.tx.us

June 27, 2002

TO: Interested Advertising Firms

RE: Request for Proposal for Advertising Services

The Eanes Independent School District ("District") is seeking proposals from firms for turn-key marketing, advertising and promotional services.

The District owns and operates a state-of-the art sport and field complex and related facilities where it participates and or hosts a variety of University Interscholastic League (UIL) and non-league events, which includes co-curricular (e.g., marching band) and extracurricular (e.g., athletics, cheerleading, Hyline dance team) activities held throughout the year. Annual attendance for athletic events, alone, is expected to reach nearly 200,000. The ability of the District to draw a substantial number of participants is due to its outstanding athletic and co/extracurricular related tradition.

The District, in connection with the educational operations, desires to increase its revenue through the licensing, leasing and renting of the exterior space on its integrated scoring, video/sound, messaging center equipment located at the Westlake High School sports and field complex, and possibly limited rights to other advertising, marketing and promotional venues.

Formalized as an independent school District in 1969, the Eanes ISD consists of ten schools: six elementary schools (grades K-5), two middle schools (grades 6-8), one ninth grade school, and one high school (grades 10-12) that serve approximately 7,200 students. The District is located in central Travis County just a stone's throw from the downtown Austin, Texas area, which offers a variety of interests such as museums, outdoor recreation, cultural arts, sports and music opportunities. Eanes patrons are employed in many of the area's predominant industries such as government, information processing, microelectronics, research and development, publishing and higher education. The District's economy is based primarily upon its high quality residential communities. The District's boundaries encompass 31.2 square miles and include parts of Austin, as well as the municipalities of Rollingwood and West Lake Hills. The 1990 census for these two communities was less than 4,000 residents. The Eanes ISD is a bedroom community with an estimated population of 55,000 residents. Residential and multi-family properties comprise nearly 70 percent of the 2.6 billion dollar tax base.

The District desires to receive proposals from interested firms who will package a turn-key program. Responses must adhere to the General Questionnaire, attached.

The procedure for selection will be as follows:

- (a) Submit 10 proposals. Please adhere to the format of the *General Questionnaire*, attached.

Business Department

601 Camp Craft Rd.
Austin, TX 78746-6512
Phone: (512) 329-3605
Fax: (512) 329-3630

www.eanes.k12.tx.us

(b) Address proposal to:

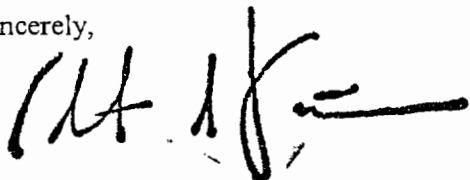
Robert N. Jocius
Assistant Superintendent for Business Affairs
Eanes Independent School District
601 Camp Craft Road
Austin, Texas 78746

Proposals are due no later than July 22, 2002, 2:00 p.m., local time. Please mark the face of the envelope "RFP Advertising Services."

- (c) Representatives of the firms are not to contact individual trustees, as doing so may result in a firm's disqualification for consideration.
- (d) The District reserves the right to accept or reject, any or all proposals, and to award the proposal to the firm that best meets the needs and interest of the District.

If you have questions regarding the procedure, expectations of the District and/or General Questionnaire, please contact me.

Sincerely,



Robert N. Jocius
Assistant Superintendent for Business Affairs

Attachment

jb/rnj

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KB



**EANES
INDEPENDENT
SCHOOL
DISTRICT**

**Eanes Independent School District
601 Camp Craft Road
Austin, Texas 78746**

Competitive Sealed Proposal

Ref. No. 06-046-2002

Scoreboard Advertising

Bids accepted until July 22, 2002, 2:00 p.m.

**Robert N. Jocius
Assistant Superintendent of Business Affairs**

**Location: Department of Business Affairs
S. Don Rogers Building
601 Camp Craft Road
Austin, Texas 78746**

**Contact: Robert N. Jocius
512-329-3605
rjocius@eanes.k12.tx.us**

Business Department

601 Camp Craft Rd.
Austin, TX 78746-6512
Phone: (512) 329-3605
Fax: (512) 329-3630

www.eanes.k12.tx.us

EANES INDEPENDENT SCHOOL DISTRICT
GENERAL QUESTIONNAIRE

Please provide the following information in the order requested:

1. General Firm Information

- a) Name, address, legal structure and date founded.
- b) Locations, number of staff, locations of all offices in U.S.
- c) Insurance carrier, types of coverage (workers comp, commercial auto, general liability, with stated limits and dates of renewal).

2. Firm Personnel

- a) Identify by name key officers/partners, including expertise and years in business.
- b) Comment on your support staff, number of, type position, and location(s) served.
- c) If selected, identify who would be the District's contact person(s) at the firm, what state/city will this person be assigned.

3. Expertise of Firm

- a) List all clients and properties that firm markets. Include a contact person for each with phone number and position.
- b) Provide a summary (no longer than one page) of specific matters handled by your firm similar to those that have been requested in this proposal. Identify who handled those matters. Also, provide additional specific information you feel demonstrates the firm's expertise in the areas of service requested by the District.

4. Marketing/Advertising/Promotion Program

The District is interested in no less than a three-year agreement. Identify the specific program your firm would recommend to the district in each of three years, beginning August 2002. Each year must stand on its own and be delineated in a manner that will provide the District a level of detail sufficient in which to evaluate each year's plan. A breakdown of the prospective operations, including estimated volume on which revenues are determined is required for each venue, as well as the specific financial arrangements (e.g., guaranteed rights fee, straight commission, escalating commission, commission with a guaranteed minimum, or some other combination) that you propose. A layout of the Westlake Chaparral Stadium scoreboard is attached on page 9.

5. Other Costs/Expenses

Identify any other costs, other than commission fees, that the District would be obligated to pay.

6. Services of Firm

Are there services requested by the District, or services that you anticipate being needed, that cannot be met by your firm? If so, explain how you would handle those situations.

7. Audited Financial Statements

Please provide one complete copy of your latest audited annual financial report (such copy will be reviewed internally, confidentially, and returned within 30 days from the date this proposal is due).

8. Additional Firm Information

If desired, please provide (no more than one page) any additional information which relates to your firm's unique qualifications to provide marketing, advertising and promotion services to the District.

OTHER CONDITIONS/CONSIDERATIONS

Some key conditions or considerations that will be made part of the written agreement include, but are not limited to, the following:

1. Payment of commissions and report of sales will be required thirty (30) days following the end of the each calendar quarter, properly signed, and submitted to the District's Assistant Superintendent for Business Affairs. As a minimum, the report will include:
 - a. Name, address, telephone number of each advertiser licensing space on District property;
 - b. Total amount paid to firm for the license contract;
 - c. Period of time (giving beginning date and ending date) for which space is licensed;
 - d. Dollar amount to which the commission is being applied.
2. Advertising obligations of the firm, which will include best efforts based on a performance plan agreed to by the District and firm.
3. The District will have the right in its sole and absolute discretion to refuse to approve each and every advertising display which is to be displayed on any District property.
4. The term of this agreement will be no less three year, commencing on August 1, 2002.
5. The District will have the right to terminate this agreement at the end of each fiscal year without cause by providing firm with 30 days prior written notice.
6. Assignment may occur only upon written consent of the District.
7. Governing law is the State of Texas, County of Travis.
8. The three-year agreement will not automatically renew unless both parties mutually agree in writing.
9. Firm shall not be and shall not represent itself as an agent of the District in selling, licensing or otherwise granting rights to the use of the District property for approved advertising displays to its clients. Firm shall remain at all times an independent contractor while performing under the terms of the agreement.
10. Firm will be responsible, and share bear full expense, for restoring any advertisements that peel, tear, wrinkle, fade, discolor or are otherwise in need of repair.
11. The District shall not be made a party to any client agreement between firm and its clients pertaining to use of the District property for approved advertising, marketing, or promotions, and District shall have no contractual relationship with any firm client.
12. Firm will have no license or other right to market the District's name or logo unless expressly stated in the agreement.
13. Firm shall be responsible for a turn-key service.
14. Firm shall be responsible for any damage to District's property caused by firm.

15. Firm shall provide proof of insurances before agreement is executed by both parties.
16. The firm will be required to protect, defend, indemnify and hold district harmless from and against any and all claims, loss, demands, damages, actions, suits, liability, costs and expenses including but not limited to reasonable attorney's fees for the defense thereof, arising from the performance of this agreement, any advertising contracts entered into by firm for advertising space which is the subject of this licensing agreement or the content or display of advertisements on the district vehicles, including but not limited to claims based on patent, copyright, or trademark infringement or disparagement, unfair competition, Lanham Act violations, unfair trade practices, deceptive trade practices, deceptive and misleading advertising and defamation. District includes without limitation, the Eanes independent school district, its board of trustees in their individual and official capacities, its employees, servants, agents, and representatives.

FELONY CONVICTION NOTICE

Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owners or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction had been reviewed by me and the following information furnished is true to the best of my knowledge.

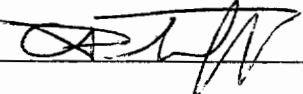
Vendor's name: Action Sports Media Inc.

Authorized company official's name: (please print) COLIN PORTNUFF

A. My firm is a publicly held corporation: therefore, this reporting requirement is not applicable.

Signature of company official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of company official:  7-17-02

C. My firm is owned by the following individual(s) who has/have been convicted of a felony:

Name of felon(s): _____

Details of conviction (explain in a separate cover letter)

Name of Company: _____

Signature of company official: _____

Printed Name and position: _____

NON-COLLUSION CLAUSE

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, or terms and conditions of bid, have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

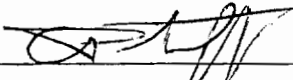
Vendor: ACTION SPORTS MEDIA INC.

Street address: 910 NE MARTIN LUTHER KING JR ^{BLVD.} City, State, Zip: PORTLAND OR 97232

Phone: (503) 963-3808 Fax: (503) 736-5131

Proposer:

Company name: ACTION SPORTS MEDIA INC.

Signature:  Date: 7-19-02

Printed name: COLIN PORTNUFF

Position: DIRECTOR OF CORPORATE DEVELOPMENT

Eanes Independent School District

Memo

To: Jess Butler, Ph.D., Interim Superintendent of Schools
From: Robert N. Jocius
Assistant Superintendent for Business Affairs
Date: July 31, 2002
Re: Recommendation to Award Media Consulting Services, RFP #06.046.2002

Recommendation

Based on the comparative proposals, the general requirements and documentation, we recommend award of the proposal for media consulting services to Action Media Sports (ASM) for no less than a three year contract and authority to EISD administration to negotiate and execute an appropriate agreement acceptable to the EISD Board of Trustees.

Historical Perspective

None

Overview of Scope of Services

Scope of marketing services will be focused on four primary bases, which include the following formulated marketing plan: 1) expanding ASM's existing sponsorship relations at the University of Texas and Texas A&M to reach a highly desirable demographic population in Eanes ISD and surrounding area; 2) securing revenue producing scoreboard sponsorships from ASM's prospect lists of local, regional and national companies; 3) mine the alumni base for individuals in positions of influence in companies that may be interested in sponsoring Westlake athletics, and; 4) proactively present Westlake athletics to the rest of ASM's national sales force and enlist their support in expanding current multi-school sponsorship agreements to include Westlake athletics.

Selection Procedure and Summary of RFP Results

Advertisements were placed in the Austin American Statesman on June 30 and July 6, 2002. In addition, the following vendors were contacted:

- 1. Action Sports Media*
- 2. James Jolly*
- 3. Daktronics, Inc. Sports Media
- 4. GSD&M
- 5. McGarrah Jessee

*** Respondents**

Each proposal was evaluated in terms of the individual or firm's capacity to provide the needed skills to achieve the district goals. ASM has in place the skilled marketers, relationships and networks, and marketing channels across the nation that makes this firm the best choice for the district.

Economic Benefits and Financial Arrangement

Gross revenue forecast:

- First year: \$75,000 to \$100,000
- Second year: \$100,000 to \$130,000
- Third year: \$130,000

Commissions paid in each year:

For the first \$100,000 of AGR*: 25% of AGR
For the next \$100,000 of AGR: 20% of AGR
For all additional AGR: 15% of AGR

In each year example: Assume advertising revenue equals \$200,000 per year for three years. First \$200,000 would result in commissions of \$45K each year for a total of \$135 over three years, or an effective commission rate of 22.5%.

Commissions paid over the entire term:

For the first \$100,000 of AGR*: 25% of AGR
For the next \$100,000 of AGR: 20% of AGR
For all additional AGR: 15% of AGR

Over the entire term example: Assume advertising revenue equals \$200,000 per year for three years. First \$200,000 would result in commissions of \$45K, and \$60K thereafter for a total of \$105K over the three year term, or an effective commission rate of 17.5%.

*AGR means the Adjusted Gross Revenue (Gross revenue received less direct cost of fulfillment of sponsorship agreements).

Other Pertinent Information

This is a new concept that is being introduced, which offers three major opportunities for the district. The first is the learning benefit to students. Westlake High School has an opportunity to improve its existing curriculum in the area of media technology offerings. The operation of the integrated scoring, video/sound, messaging center equipment located at the Westlake High School sports complex can be incorporated into the district's curriculum and operated by our students under the guidance of a skilled teacher. Second, the marketing services can bring local, state and national awareness and recognition to the district name and reputation. Third, the efforts derived from the marketing services will help to generate needed funds to offset the tax dollars recaptured from the state. Revenue generated from this endeavor is not subject to recapture.



**EANES
INDEPENDENT
SCHOOL
DISTRICT**

Jeffrey W. Weaver, Ph.D.
Superintendent

Robert N. Jocius
*Assistant Superintendent
for Business Affairs
schoolchap@msn.com*

June 27, 2002

TO: All Interested Firms

RE: Request for Proposal for Media Consulting Services

The Eanes Independent School District ("District") is seeking proposals from firms for turn-key marketing, sponsorship and promotional services.

The District owns and operates a 10,000 seat sports complex and related facilities where it participates and/or hosts a variety of University Interscholastic League (UIL) and non-league events, which include co-curricular (e.g., marching band) and extracurricular (e.g., athletics, cheerleading, dance team) activities held throughout the year. Annual attendance for athletic events, alone, is expected to reach nearly 200,000. The ability of the District to draw a substantial number of spectators is due to its outstanding athletic and co/extracurricular related tradition. The district is the recipient of the 2002 Texas Lone Star Cup awarded annually to the best overall athletic and academic program in Texas.

The District, in connection with its educational operations, desires to generate revenue through the licensing, leasing and/or renting of the exterior space on its integrated scoring, video/sound, messaging center equipment located at the Westlake High School sports complex, and possibly limited sponsorship, marketing and promotional rights at other district venues.

Formalized as an independent school District in 1969, the Eanes ISD consists of ten schools: six elementary schools (grades K-5), two middle schools (grades 6-8), one ninth grade school, and one high school (grades 10-12) that serve approximately 7,200 students. The District is located in central Travis County immediately west of Austin, Texas.

The area, which offers a variety of interests such as museums, outdoor recreation, cultural arts, sports and music opportunities, ranks in the 99th percentile in median income and average income in households with children. Eanes patrons are employed in many of the area's predominant industries such as government, information processing, microelectronics, research and development, publishing and higher education. The District's economy is based primarily upon its high quality residential communities. The District's boundaries encompass 31.2 square miles and include parts of the City of Austin, as well as the municipalities of Rollingwood and West Lake Hills. The Eanes ISD has an estimated population of 55,000. Residential and multi-family properties comprise nearly 70 percent of the 6.2 billion dollar tax base.

Responses to this request for proposals must conform to the General Questionnaire, attached.

The procedure for selection will be as follows:

- (a) Submit 10 proposals. Please adhere to the format of the *General Questionnaire*, attached.

Business Department

601 Camp Craft Rd.
Austin, TX 78746-6512
Phone: (512) 329-3605
Fax: (512) 329-3630

www.eanes.k12.tx.us

(b) Address proposal to:

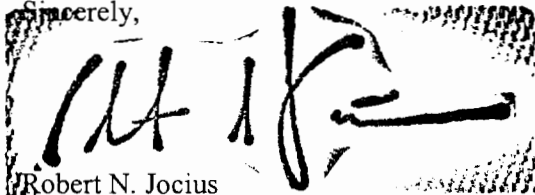
Robert N. Jocius
Assistant Superintendent for Business Affairs
Eanes Independent School District
601 Camp Craft Road
Austin, Texas 78746

Proposals are due no later than July 22, 2002, 2:00 p.m., local time. Please mark the face of the envelope "RFP Media Consulting Services."

- (c) Representatives of the firms are not to contact individual Eanes ISD trustees, as doing so may result in a firm's disqualification for consideration.
- (d) The District reserves the right to accept or reject, any or all proposals, and to award the proposal to the firm that best meets the needs and interest of the District.

If you have questions regarding the procedure, the expectations of the District and/or the General Questionnaire, please contact me.

Sincerely,



Robert N. Jocius
Assistant Superintendent for Business Affairs

Attachment

RNJ/jlb

EANES INDEPENDENT SCHOOL DISTRICT
GENERAL QUESTIONNAIRE

Please provide the following information in the order requested:

1. General Information

- a) Name, address, legal structure and date founded of responding firm ("Firm").
- b) Locations, number of staff, locations of all offices in U.S.
- c) Insurance carrier, types of coverage (workers comp, commercial auto, general liability, with stated limits and dates of renewal).

2. Firm Personnel

- a) Identify by name key officers/partners, including expertise and years in business.
- b) Comment on your support staff, number of, type position, and location(s) served.
- c) If selected, identify who would be the District's contact person(s) at the Firm, what state/city will this person be located.

3. Expertise of Firm

- a) Provide a representative list clients and properties that Firm represents or markets. Include a contact person for each with phone number and position.
- b) Provide a summary (no longer than one page) of specific matters handled by your Firm similar to those that have been requested in this proposal. Identify who handled those matters. Also, provide additional specific information you feel demonstrates the Firm's expertise in the areas of service requested by the District.

4. Marketing/Sponsorship/Promotion Program

The District is interested in no less than a three-year agreement. Identify the specific program your Firm would recommend to the district in each of three years, beginning August 2002. Each year must stand on its own and be delineated in a manner that will provide the District a level of detail sufficient with which to evaluate each year's plan. A breakdown of the prospective operations, including estimated volume on which revenues are determined is required, as well as the specific financial arrangements (e.g., guaranteed rights fee, straight commission, escalating commission, commission with a guaranteed minimum, or some other combination) that you propose. A layout of the Westlake Chaparral Stadium scoreboard is attached on page 9.

5. Other Costs/Expenses

Identify any other costs, other than commission fees, that the District would be obligated to pay.

6. Services of Firm

Are there services requested by the District, or services that you anticipate being needed, that cannot be met by your Firm? If so, explain how you would handle those situations.

7. Audited Financial Statements

Please provide one complete copy of your latest audited annual financial report (such copy will be reviewed internally, confidentially, and returned within 30 days from the date this proposal is due).

8. Additional Firm Information

If desired, please provide (no more than one page) any additional information which relates to your Firm's unique qualifications to provide marketing, sponsorship and promotion services to the District.

OTHER CONDITIONS/CONSIDERATIONS

Some key conditions or considerations that will be made part of the written agreement include, but are not limited to, the following:

1. Payment of commissions and report of sales will be required thirty (30) days following the end of the each calendar quarter, properly signed, and submitted to the District's Assistant Superintendent for Business Affairs. As a minimum, the report will include:
 - a. Name, address, telephone number of each entity licensing space on District property;
 - b. Total amount paid to Firm for the license contract;
 - c. Period of time (giving beginning date and ending date) for which space is licensed;
 - d. Dollar amount to which the commission is being applied.
2. Obligations of the Firm will include a best efforts basis pursuant to a performance plan agreed to by the District and Firm.
3. The District will have the right, in its sole and absolute discretion, to refuse to approve each and every sponsorship display which is to be displayed on any District property.
4. The term of this agreement will be no less three years, commencing on August 1, 2002.
5. The District will have the right to terminate this agreement at the end of each fiscal year without cause by providing Firm with 30 days prior written notice.
6. Assignment may occur only upon written consent of the District.
7. Governing law is the State of Texas, County of Travis.
8. The three-year agreement will not automatically renew unless both parties mutually agree in writing.
9. Firm shall not be, and shall not represent itself as, an agent of the District in selling, licensing or otherwise granting rights to the use of the District property for approved sponsorship displays to its clients. Firm shall remain at all times an independent contractor while performing under the terms of the agreement.
10. Firm shall be responsible, and shall bear full expense, for restoring any displays that peel, tear, wrinkle, fade, discolor or are otherwise in need of repair.
11. The District shall not be made a party to any client agreement between Firm and its clients pertaining to use of the District property for approved sponsorship, marketing, or promotions, and District shall have no contractual relationship with any client of the Firm
12. Firm will have no license or other right to market the District's name or logo unless expressly stated in the agreement.
13. Firm shall be responsible for a turn-key service.
14. Firm shall be responsible for any damage to District's property caused by Firm.

15. Firm shall provide proof of insurance before agreement is executed by both parties.
16. Firm will be required to protect, defend, indemnify and hold district harmless from and against any and all claims, loss, demands, damages, actions, suits, liability, costs and expenses including but not limited to reasonable attorney's fees for the defense thereof, arising from the performance of this agreement, any advertising contracts entered into by Firm for advertising space which is the subject of this licensing agreement or the content or display of advertisements on the district vehicles, including but not limited to claims based on patent, copyright, or trademark infringement or disparagement, unfair competition, Lanham Act violations, unfair trade practices, deceptive trade practices, deceptive and misleading advertising and defamation. District includes without limitation, the Eanes independent school district, its board of trustees in their individual and official capacities, its employees, servants, agents, and representatives.

FELONY CONVICTION NOTICE

Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owners or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the Firm named below, certify that the information concerning notification of felony conviction had been reviewed by me and the following information furnished is true to the best of my knowledge.

Firm's name: _____

Authorized official's name: (please print) _____

A. This Firm is a publicly held corporation: therefore, this reporting requirement is not applicable.

Signature of official: _____

B. This Firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of official: _____

C. This Firm is owned by the following individual(s) who has/have been convicted of a felony:

Name of felon(s): _____

Details of conviction (explain in a separate cover letter)

Name of Firm: _____

Signature of official: _____

Printed Name and position: _____

NON-COLLUSION CLAUSE

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, or terms and conditions of bid, have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Firm: _____

Street address: _____ City, State, Zip: _____

Phone: (____) _____ Fax: (____) _____

Signature: _____ Date: _____

Printed name: _____

Position: _____

(INSERT DATA PACKAGE)