



American Heritage Bank Highway 97 Rivalry | Sapulpa vs. Sand Springs

Letter of Agreement

This document serves as a letter of mutual agreement and understanding among three entities: American Heritage Bank (AHB), Sapulpa Public Schools (SAPULPA), and Sand Springs Public Schools (SAND SPRINGS). AHB shall be the exclusive title/presenting sponsor of the regular season Sapulpa High School versus Sand Springs High School football contest ("Game") for the 2026 season ("Exclusive Title Sponsorship"). AHB shall have, in its sole discretion, the option to renew its Exclusive Title Sponsorship on or before July 1, 2026.

As remuneration for the Exclusive Title Sponsorship, AHB shall make the following contribution during the 2026 season:

1) Contribution: AHB will contribute five thousand dollars (\$5,000) to SAPULPA and five thousand dollars (\$5,000) to SAND SPRINGS. These contributions will be made in accordance with "Conditions and Terms" described in paragraph 5 (five) below.

Conditions and Terms:

1) For the 2026 contest, both schools agree to hold the annual regular Game on Friday, September 4, 2026.

2) SAPULPA will be the designated home team in 2026. Game management duties will be assumed by the designated home team school and its game management staff.

3) AHB will adhere to the obligations of its Exclusive Title Sponsorship and will be held harmless for any injury or property damage incurred in, or associated with the Game and all associated activities, contests and events to the extent permitted by Oklahoma law.

4) Conditions and terms pertaining to Exclusive Title Sponsorship:

a) AHB will create and promote the Game under the promotion name of the "American Heritage Bank Highway 97 Rivalry", as approved by both schools. AHB reserves the right to include its name and logo in the promotion title: Example: "The Highway 97 Rivalry presented by American Heritage Bank."

b) AHB will display interior and exterior sponsorship promotional signage and advertising elements at mutually agreed upon locations, which may include, but are not be limited to, all or some of the elementary schools, middle schools, and high schools associated with each of the two (2) school systems. Such signage may be erected no more than three (3) weeks prior to the Game. Promotional signage and advertising





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elements may include, but are not limited to, trophies, t-shirts, banners, postcards, or print ads. AHB may conduct mass media advertising, direct mail, merchandising, public relations and promotions to aid in marketing its brand name, products, services and its Exclusive Title Sponsorship in a manner that is deemed tasteful and consistent with good business and community citizenship.

c) AHB will display interior and exterior promotional signage and advertising at any and all of its Sapulpa and Sand Springs area banking center locations.

d) AHB can/will display promotional signage and advertising at the Game, both inside and outside of the stadium.

e) AHB will design and produce a traveling trophy. The traveling trophy will be presented to the winning team at midfield following the conclusion of the Game. The winning team is encouraged to display the trophy in its school's trophy case until two (2) weeks prior to the subsequent year's contest when the trophy will be placed on display at a SAPULPA or SAND SPRINGS AHB retail office.

f) SAPULPA and SAND SPRINGS athletic booster clubs may sell "single game" sponsorships as normally conducted for all regular season home games.

g) The home team is entitled to sell Upper Tier and lower Tier sponsorships.

h) The home team game management will allow and facilitate public address announcements and presentation of awards on the field in conjunction with AHB and its sponsorship.

i) The home team game management will allow, encourage and facilitate public address reference to the promotional title of the Game as described in paragraph III.5.a above. The home team game management will allow, encourage and facilitate the public address announcement of AHB's sponsorship of the Game and the resulting AHB donations (Contribution #1) plus other AHB presentations.

k) SAPULPA and SAND SPRINGS will actively support and encourage student and parent participation in attending the Game.

1) All three parties will arrange to have key members present for a live media briefing announcing the sponsorship and its details on a date soon to be determined following execution of this letter of agreement.





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5. Conditions and terms pertaining to Contribution #1:

- a) AHB will contribute five thousand dollars (\$5,000) to SAPULPA and five thousand dollars (\$5,000) to SAND SPRINGS.
- b) AHB will make the donation directly to each school's athletic department and the funds will be distributed or allocated at each school's athletic department discretion.
- c) AHB will make the donation payments by check no later than thirty (30) days following the date of the Game.

6. Force Majeure

The parties agree that events beyond the control of the parties, including, but not limited to war, terrorist attacks, famine, earthquakes, floods, strikes, fire, disease, epidemics, pandemics and government action ("Force Majeure") will not give rise to a right of termination, but the obligations of the parties to perform under this Agreement will be suspended (except as provided below) and the parties will each use best efforts to commence performance as soon as they are able to do so, and will diligently work to eliminate the condition of Force Majeure. Notwithstanding the foregoing, AHB may, in its sole discretion, elect to terminate this Agreement and be relieved of all obligations hereunder if there's more than a thirty (30) day delay in the Game being held on the date set forth in Article III(1) above.

7. Counterparts; Facsimile Execution:

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(SIGNATURE PAGE FOLLOWS)





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2026 American Heritage Bank Highway 97 Agreement

The following authorized members of each entity hereby mutually agree to the conditions, terms and general intent of this event sponsorship:

American Heritage Bank

 Date: 7-10-26
INSERT NAME & TITLE

INSERT NAME & TITLE Date: _____

Sapulpa Public Schools

Michael Rose, Athletic Director Date: _____

Sapulpa Public Schools School Board President Date: _____

Sand Springs Public Schools

Rod Sitton, Athletic Director Date: _____

Sand Springs Public Schools School Board President Date: _____

