



This Team Agreement (this "Agreement") is entered into between adidas America, Inc., an Oregon corporation ("adidas"), and Stanley Boyd HS ("School"), effective as of the first day of the Term (as defined below). The parties agree as follows:

1. **Term.** This Agreement starts on **1/1/2018 and ends 6/30/2023**, and shall automatically renew for one year each time unless adidas or School terminates according to this Agreement. This is a binding agreement. This agreement includes but is not limited to all sports and their participants:
2. **adidas Products.** During the Term, adidas will provide School with merchandise listed below, during each School Year (defined as July 1 through June 30) of the Term. Promotional Merchandise" means orders from the adidas Team Sales Catalog. Unused promotional merchandise amounts, as of 5:00 PM EST June 30, are forfeited by School. As a result, promotional merchandise cannot be carried from one School Year to the next. For each School Year, during the Term, adidas shall provide the following types and values of Promotional Merchandise:
3. **Products Included:** Team adidas Footwear, Apparel, Equipment and Accessories

Promotional Products provided in exchange for exclusive product purchases as outlined above:

- a. In each year of this agreement, **Stanley Boyd HS** will receive:
  - \$3,500 of adidas merchandise at retail price upon signing of agreement
  - \$2,500 of adidas merchandise at retail price July 1, 2019
  - \$2,500 of adidas merchandise at retail price July 1, 2020
  - \$2,500 of adidas merchandise at retail price July 1, 2021
  - \$2,500 of adidas merchandise at retail price July 1, 2022
- b. **Stanley Boyd HS will receive 10% rebate in promo dollars for every dollar spent on adidas product.**
- c. Promotional merchandise allocation is the sole responsibility of the Program.
- d. Unused promotional merchandise amounts, as of 5:00 pm on 6/30 each year of this Agreement, are forfeited. As a result, promotional merchandise cannot be carried from one school year to the next.

Pricing:

- e. During the term of this Agreement, The School will be eligible to purchase adidas at the following discounts:
 

i. adidas Footwear	35% off retail price
ii. adidas Apparel + Accessories	40% off retail price
iii. adidas Uniforms (Stock + adiCustom)	40% off retail price
iv. adidas miTeam	35% off retail price

4. **Exclusive Use.** During the Term, School shall ensure that each Team (including all students, staff, coaches, and athletic administrative staff, which are individually defined as "Participant") exclusively uses and wears adidas Products whenever engaged in any sporting event and any other athletic activities, including games and practice sessions, being photographed or filmed by motion picture or video tape, posting to social media, and conducting or participating in camps or clinics.
5. **Rights of First Refusal.** School shall not enter into an endorsement or similar agreement with a third party without first giving adidas an opportunity to enter into an agreement with School for such rights on the third party terms and conditions, measured solely in terms which are material, measurable and matchable ("Third Party Terms"). School shall notify adidas of the Third Party Terms it receives for any Third Party Deal. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have 30 days from its receipt of the Third Party Terms to match such Third Party Terms. If adidas matches the Third Party Terms, then School shall enter into a new agreement with adidas consistent with the Third Party Terms.
6. **Miscellaneous.**
  - **Confidentiality.** Subject to applicable state public records law, the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party.

- **Compliance with Law.** Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.
  - **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
  - **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.
  - **Assignment.** School may not assign, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without adidas's prior written consent.
  - **Construction.** The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement.
  - **School/adidas Relationship.** Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership or joint venture relationship between the parties.
  - **Entire Agreement.** This Agreement, together with the terms and conditions of the adidas Team Sales catalog and of the account or credit application completed in connection with execution of this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.
  - **Warranties.** adidas shall not be liable for any injury or damage suffered by School or its students from wearing or using adidas Products, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**
  - **Representations and Warranties.** Each party represents and warrants that such party (i) is not party to any agreement, contract or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.
7. **Termination.** adidas may, in its sole discretion, reduce the amount of Promotional Merchandise if the School fails to wear adidas Products as required or spats. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including Sections 5 and 6 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

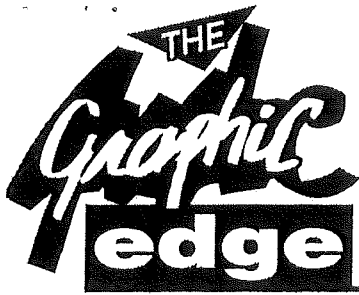
adidas America, Inc.

STANLEY BOYD HIGH SCHOOL

\_\_\_\_\_  
Kendall Whitley  
Sales Director

\_\_\_\_\_  
Dan O'Donnell  
Sales Rep

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## Custom Screen Printing & Embroidery

September 20, 2017

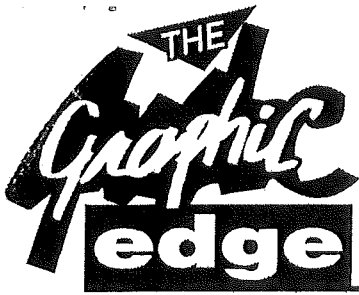
Upon signing of the Under Armour or adidas School Athletic Agreement, Stanley Boyd HS becomes eligible for The Graphic Edge Premier Account Program. The Graphic Edge part of this agreement includes the following:

- Decoration costs for the blank Under Armour or adidas product purchased during the agreement period
- The Graphic Edge Premier Account Incentive – A 5% rebate in the form of Under Armour or adidas free goods at the respective brands retail price
- Decoration of the free goods
- Special T-Shirt Pricing
- Team Store Opportunities

### **The Graphic Edge Proposal for decoration costs for Under Armour or adidas product purchased during this agreement is as follows:**

- \$6.00 per garment for left chest size embroidery per location.
- **Screen Print. For screen print decoration less than 12 pieces, refer to our t-shirt grid for additional print location prices.**
  - 12 Pieces: \$2.50 for the first color + \$1.25 for each additional ink color per location.
  - 24 Pieces: \$2.25 for the first color + \$1.00 for each additional ink color per location.
  - 36 Pieces: \$2.00 for the first color + \$.50 for each additional ink color per location.
  - 72 Pieces: \$1.75 for the first color + \$.40 for each additional ink color per location.
  - 144 Pieces: \$1.50 for the first color + \$.30 for each additional ink color per location.
  - Screen Print Numbers:
    - \$2.50 for 1 color numbers per location.
    - \$4.00 for 2 color numbers per location.
- Tackle Twill/Appliqué – Quote based on design
- Custom/Sublimated Uniforms - Quote
- There are never any set-up fees for screen print or embroidery.

Although we do not anticipate any price changes during the duration of this agreement, prices could be subject to change with 30 days' notice.

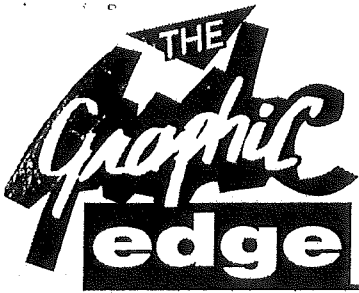


Custom Screen Printing & Embroidery

**The Graphic Edge Premier School Incentive:**

Annual Rebate-A 5% rebate (in the form of a credit memo) will be issued, every quarter, within 30 days after the close of each quarter for the duration of the agreement. This credit will be used for Under Armour or adidas product at the respective brand's retail price. Rebates will be earned on the following:

- All purchases of non-Under Armour or adidas product. This does not include any closeouts, special pricing orders, hard goods, shipping, handling, royalties, bid items or sales tax.
- This includes all areas of the school including Booster Club, Book Store orders, and team shoes not purchased by the school
- Only one credit memo will be issued. This credit memo will be sent to the designated official that will control the use of the credit memo.
- Credit memos expire 6 months after issue date
- All orders that will be using the free goods, must be designated at the time of the order to qualify. All prices will be at Under Armour or adidas retail prices. Reasonable decoration will be at no charge. Licensee products are not eligible for free goods. This includes but not limited, inflatables, sport specific bags, custom headwear, eyewear and some hard goods.
- **Decoration of Free Goods:**
  - Free goods received under either agreement will be decorated for free with reasonable decoration. This includes:
    - Left chest size embroidery-minimum 6 pieces per order
    - Screen Print design in one location-minimum 12 pieces per order
- **Special T-Shirt Pricing:**
  - \$.50 off our current grid prices for all purchases of 24 pieces and up. This includes Gildan 8000 and Gildan 2000 short sleeve tees and Gildan 2400 long sleeve tees.



Custom Screen Printing & Embroidery

• **Team Stores:**

Our online team stores are offered to every program or club within the school district

- Choose your 6-8 garments from our in-house inventory
- Our artists create your design or you choose from our robust design library
- Sell products at your cost OR make it a fundraiser for your school programs
  - You control the costs! You'll always have what our price, per garment, would be to you and you choose what you want to make as a fundraiser profit per item
- Special 40% off Under Armour or adidas retail pricing will apply to those garments chosen to be put on stores, with the embroidery or 12 pc screen print price shown above
- Orders will be individually packaged and labeled
- Profit check will be sent to coach or school 4-6 weeks after all product has shipped
- School will earn 10% UA or adidas Rebates on brand products sold on team store and 5% on non-branded product sold on team stores

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Stanley Boyd HS

\_\_\_\_\_  
Date

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John Reglein, The Graphic Edge

\_\_\_\_\_  
Date