

TEAM AGREEMENT

THIS AGREEMENT is made and entered into by and between adidas America, Inc. ("adidas") and GALLATIN CO ("School").

In consideration of the mutual promises, covenants and agreements expressed herein and for other good and valuable consideration, the receipt and adequacy of which the parties hereto acknowledge, adidas and School have agreed as follows:

1. **Term:** Beginning July 1, 2013 and ending JUNE 30, 2016
2. For purposes of this Agreement, the terms below shall have the following definitions: "Sports" is defined as [list sports]. "adidas Products" is defined as adidas footwear, apparel, uniforms, accessories, and equipment for the Sports. "School Year" is defined as July to JUNE each year of this Agreement.
3. **License:** School hereby grants to adidas the right and license to use School's name and trademarks in the United States, its territories and possessions and United States military bases worldwide, in connection with the development, promotion, marketing, advertising, and sale of adidas Products. This license shall be exclusive as to adidas products and shall include the right to use School's name, nickname, initials, photograph, likeness, image or facsimile image, video or film portrayals and any other means of expressing School's use of adidas Products in connection with, but not limited to, television and radio advertisements, print advertisements, advertisements on any public or private on-line service or the Internet, catalogs, posters, billboards, building murals, video or audio promotional productions, promotional or marketing appearances, and hang tags and other in-store displays.
4. **Promotional Products Included:** \$ 7,000 YEAR 1 \$5,000 EACH YEAR AFTER at retail value annually. Unused promotional merchandise amounts, as of 5:00 p.m. on the last day of school in the School Year are forfeited by School. As a result, promotional merchandise allotments cannot be carried from one School Year to the next. TOTAL \$17,000
5. **adidas Products for School's Use:** During the Term, adidas shall supply School, free of charge, the adidas Promotional Products listed in Section 4 for School's use and not for resale. Any promotional merchandise allocation (provided in the sole discretion of adidas) is the sole responsibility of the School.
6. **Bonus Compensation (merchandise):**
7. **Use of adidas Products:** Exclusive staff use of adidas Products when engaged in athletic related activities.
8. **Disclaimer of Warranty:** adidas shall not be liable to School for any injury or damage suffered by School from wearing or using adidas Products, except such injury or damage resulting from the gross negligence or willful misconduct of adidas. School SPECIFICALLY WAIVES, ONLY AS AGAINST ADIDAS, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Right of Suspension or Reduction:** If adidas believes that School has breached this Agreement, adidas may (in its discretion) suspend or reduce the dollar amount or type of Bonus Compensation or Promotional Products available to School.

10. **Marketing Elements:** In exchange for the terms and conditions listed herein, School will provide adidas with the following during each year of the Agreement:

11. **Right of First Refusal and Right of First Dealing:**

11.1 Beginning sixty (60) days before the end of the Contract Term, School shall meet with adidas to negotiate in good faith the renewal of this Agreement ("First Dealing Period"). Said First Dealing Period shall extend to the expiration of this Agreement. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms during the First Dealing Period. School shall not (nor shall School permit School's agents, attorneys, accountants, representatives or employees to) engage in discussions or negotiations with any third party regarding School's wearing, sponsoring, promoting, advertising or endorsing, or providing consulting or similar services with respect to, any Products after the Contract Period ("Endorsements/Services") at any time during the Term.

11.2 Following the termination of this Agreement, School agrees to refrain from entering 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 in writing* of the Third Party Terms School receives for said endorsement or any similar agreement. adidas shall have thirty (30) days from its receipt of such advice to match such Third Party Terms. If adidas matches said Third Party Terms then School must enter into said agreement with adidas.

*Evidence of such an offer must be on Third Party letterhead and a copy thereof supplied to adidas.

12. **Entire Agreement:** This Agreement constitutes the entire understanding between School and adidas with respect to the subject matter herein and cannot be altered or modified except by an agreement in writing, signed by adidas and School. All previous Agreements between School and adidas relating to the subject matter herein shall have no further force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

adidas America, Inc.

By:

ATHLETIC DIRECTOR:

By:

Click Here and Type, Sales Representative

Click Here and Type

Address:

Click Here and Type

Fax: Click Here and Type

By:

Click Here and Type, Team Sales Manager