

**FLOYD COUNTY BOARD OF EDUCATION**  
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Linda C. Gearheart, Board Chair - District 1  
William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member- District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

## FLOYD COUNTY BOARD OF EDUCATION ISSUE PAPER

Date: April 22, 2021

Action Item: Consider/Approve User agreement between Betsy Layne High School and BSN Sports.

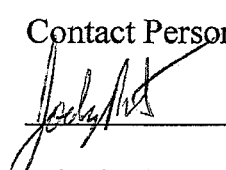
Background/History: BSN will sell merchandise with Betsy Layne High School's name, nickname, logos, mascots, artwork, and designs. Betsy Layne High School will receive 10% BSN SPORTS credit for payment.

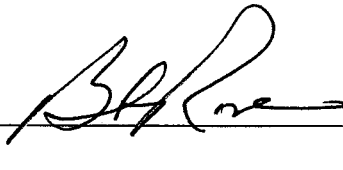
Applicable Statue or Regulation: BOE Policy 01.11 General Powers and duties of the board.

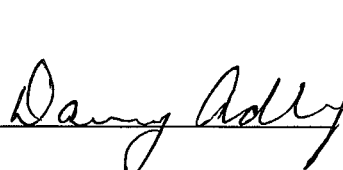
Fiscal/Budgetary Impact: There is no cost to Betsy Layne High School or to the district. Betsy Layne High School will receive 10% BSN credit on sales.

Recommended Action: Approve as presented.

Contact Person(s):

  
Principal

  
Director

  
Superintendent

Date:

4-22-21

# User Agreement

\_\_\_\_\_ is granting permission to BSN SPORTS to use its school names, nicknames, logos, mascots, and other artwork, designs, and trademarks<sup>[1]</sup> within the Sideline Store program. To approve the User Agreement, please reply back with, "I accept the User Agreement." If you do not agree to give BSN SPORTS permission to use your school logos, please reply "NO" to this email.

## Terms and Conditions of the Sideline Store Program

- You will be paid a rebate credit on Net Sales\*. Rebates are earned at 10 percent in the form of a BSN SPORTS credit.
  - \* Net Sales means revenues to BSN SPORTS from products sold, less credits for returns processed during the same period, less sales, use, or excise taxes collected on the sale, less itemized charges for shipping, handling, and the like, and less all applicable royalties paid by BSN SPORTS for such item under other agreements with the school/third party license management companies.
- You will receive a rebate credit statement twice per year reflecting the amount of credit available on your BSN SPORTS account.
  - Payment (1) One: Closing date: June 30 – Payment mid-July
  - Payment (2) Two: Closing date: December 31 – Payment mid-January

However, if an account balance is outside of its terms (past due amounts), rebate credits will first be applied to the outstanding balance. Any remaining credit(s) will be available to the institution.

- During the term of this User Agreement, BSN SPORTS will maintain and operate the exclusive and only 24/7/365 online sales platform ("Sideline Store") selling institution-branded merchandise.
- User Agreement will remain in force until terminated.
- Termination: either party may terminate this User Agreement for convenience by providing 90 days written notice to the other party. If the Institution terminates for convenience, the Institution will not be eligible to receive any credits unpaid at the time of termination.
- You will be assigned a Sales Specialist to partner with you and help manage your store's. Your Sales Specialist will be your primary point of contact for questions / concerns related to your Sideline Store.
- Sideline Store Activation Call: We will need to set up an Activation Call\* within 15 business days of the launch of your store.
  - \*Activation Call will confirm the following items: location of shop button on your website, identify main point of contact for the Sideline Store within your school, set Grand Opening promo launch date, as well as introduce your Sales Specialist at BSN SPORTS and answer any additional questions you might have about the program.
- Grand Opening promotion: To get the most out of your Sideline Store, we have put together a custom Grand Opening promotion for your students, fans, and alumni to enjoy. The length of this promotion is 30 days from mutually agreed upon start date.

**Institutions Monthly Commitments: By accepting this agreement you are agreeing to the following:**

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<sup>[1]</sup> You represent and warrant that you own all rights in and to your school names, nicknames, logos, and other artwork, designs, and trademarks to be used within the Sideline Store program, and that none of them infringe or otherwise violate any third party right. You will indemnify, defend, and hold harmless BSN Sports and its related companies from and against any and all claims, liabilities, demands, causes of action, and costs arising out of or in connection with the breach of any such representation and/or warranty.

- Promoting your institution's Sideline Store on all social media platforms this institution is affiliated with. At least one posting per month on each platform is required. Monthly email communication to the institution's email data base, including but not limited to: alumni, current students and their families, faculty and board members. Maintaining an active BSN SPORTS Sideline Store shop button linking your Sideline Store to the institution's home page on their official website and/or official athletics website.
- Institution will not be eligible to receive credits from BSN SPORTS unless a shop button directly linked to the Sideline store is located on your institution's home page on their official website and/or official athletics website.

<sup>[1]</sup> You represent and warrant that you own all rights in and to your school names, nicknames, logos, and other artwork, designs, and trademarks to be used within the Sideline Store program, and that none of them infringe or otherwise violate any third party right. You will indemnify, defend, and hold harmless BSN SPORTS and its related companies from and against any and all claims, liabilities, demands, causes of action, and costs arising out of or in connection with the breach of any such representation and/or warranty.