



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

am

TO: Dr. Jesse Bacon, Superintendent *JB*

FROM: Rachelle Bramlage-Schomburg, Director of Secondary Education *RBS*

DATE: April 14, 2021

RE: Bullitt East High School Athletics

with the Bullitt County Board of Education for
Please see the attached contract between Bullitt East High School and H + W Sport Shop, Inc. as equipment and apparel supplier for their athletic programs. This contract will begin July 1, 2021 and conclude June 30, 2022 and has been reviewed by Buckman, Farris, and Mills Law.

Please approve the contract between Bullitt East High School and H + W Sport Shop, Inc.

JB
4.14.21

Bullitt East High School

College. Career.



Tradition. Unrivaled.

11450 Highway 44 East - Mt. Washington, KY - 502-869-6400 - Fax 502-538-8368

MEMORANDUM

April 13, 2021

Bullitt County Board of Education
1040 Hwy 44E
Shepherdsville, KY 40165

Dear Board of Education,

Bullitt East High School is seeking approval to enter into a schoolwide contract with H+W/Dukes Sporting Goods as equipment and apparel supplier for our athletic programs. This contract is two-fold in that it binds us to use H+W/Dukes for purchases and that our teams will use adidas for uniforms, equipment, and hard goods.

Thank you,

Kenny Hughes
Athletic Director

Attachments

Principal:
Chris Mason

Assistant Principals:
Kari Stewart Tim Ridley Nate Fulghum



<http://ww2.bullittschools.org/behs>

Equal Education and Employment Institution

H + W Sport Shop, Inc.

SCHOOL TEAM DEALER AGREEMENT

THIS AGREEMENT is made and entered into by and between H + W Sport Shop, Inc. ("H + W") and the **Bullitt County Board of Education for** Bullitt East High School, Mt. Washington, KY ("School").

H + W and School have agreed as follows:

- 1. Term:** Beginning July 1, 2021 and ending June 30, 2022
2. For purposes of this Agreement, the terms below shall have the following definitions: "adidas Products" is defined as adidas footwear, apparel, uniforms, accessories, and equipment for the School. "School Year" is defined as July 1st to June 30th, each year of this Agreement.
- 3. H + W Is Official School Supplier:** H + W is the sole supplier of adidas products to school. H + W will supply School adidas products at no less than 30% off Footwear and hardgoods, and no less than 30-35% off apparel plus any additional embellishment. H + W is the sole supplier of athletic apparel, footwear, hardgoods, etc. of School. (Ex. School shall purchase from H+W Sports all adidas uniforms, practice gear, shoes, hardgoods including, game and practice balls, helmets, shoulder pads, etc.)
4. **License:** School hereby grants to H + W the right and license to use School's name and trademarks in the United States, in connection with the development, promotion, marketing, advertising, and sale of H + W and adidas Products, subject to School's prior approval.
5. **Promotional Products from H&W to School Included (each year):**

\$13,000 in adidas product (per adidas agreement)

\$2,000 Early Signing Bonus (If signed before April 1, 2021-Year 1)

\$4,000 in additional Promo (provided through H+W Sports)

1-Large Sublimated Backdrop & 1-Sublimated Table Drape with Bullitt East, Adidas, and H+W Sports logos (\$1500.00 value).

Bonus Comp: If Bullitt East Schools spend \$130,000 in a school year, they will receive back 10% of their total spend OVER the \$130,000.

*****All Promotional \$Money is in RETAIL dollars from adidas**

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.



6. **H + W Products for School's Use:** During the Term, Embroidery on Promo products will cost \$8.00 per location. (For left chest size embroidery)
7. **Use of H + W Products:** Exclusive Coaching staff use of H + W Products when engaged in athletic related activities at no cost to School . Adidas is the official brand for School per adidas agreement.
8. **Disclaimer of Warranty: H + W** shall not be liable to School for any injury or damage suffered by School from wearing or using adidas Products. School SPECIFICALLY WAIVES, AGAINST H + W AND/OR ADIDAS, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **Right of Suspension or Reduction:** If H + W believes that School has breached this Agreement, they may (in its discretion) suspend or reduce the dollar amount or type of Bonus Compensation or Promotional Products available to School after giving School written notice of breach and 30 days to cure same.
10. **Entire Agreement:** This Agreement constitutes the entire understanding between School and H + W with respect to the subject matter herein and cannot be altered or modified except by an agreement in writing, signed by H+W and School..

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

H + W Sport Shop, Inc.
Campbellsville, KY

By: Rick Wilson

Bullitt County Board of Education for
BULLITT EAST High School
Mt. Washington, KY

By: Jesse Bacon

Team Sales Leader

By: Shaun Hord

Superintendent

By: Kenny Hughes

Owner

Address:
120 East Main Street
Campbellsville, KY 42718

BEHS Athletic Director

Address:
11450 KY-44
Mt. Washington, KY 40047





This Team Agreement (this “Agreement”) is entered into between adidas America, Inc., an Oregon corporation (“adidas”), and [Bullitt County Board of Education for Bullitt East High School] (“School”), Mt. Washington, KY of effective as of the first day of the Term (as defined below). The parties agree as follows:

1. **Term.** This Agreement starts on July 1, 2021 and ends June 30, 2022, and shall be renewable for one year at a time upon approval by the Bullitt County Board of Education, unless adidas or School terminates according to this Agreement. This is a binding agreement. This agreement includes but is not limited to the following sports and their participants: ALL.
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, as of 5:00 PM EST 6/30, 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
4. **Promotional Products** provided to School in exchange for exclusive product purchases as outlined above:
 - a. In each full school year of this Agreement, the School will receive:
\$13,000 back at retail in adidas promotional products performance for Athletics on all adidas purchases.
 - b. Promotional merchandise allocation is the sole responsibility of the Program.
 - c. Unused promotional merchandise, 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.
5. **Bonus compensation:**
 - a. Any Team that wins a State Championship will receive \$1,000 in promotional product at retail value.
 - b. If school spends over \$130,000 in adidas products in a school year (7/1-6/30), school will receive a 10% back at retail in adidas promotional products on amount over \$130,000.
6. **Pricing:**
 - a. During the term of this Agreement, The School will be eligible to purchase adidas at the following discounts:

i. adidas Footwear + Accessories	+ Mi-Team Apparel	30% off retail price
ii. adidas Apparel		40% off retail price
iii. adidas Hardgoods		30% off retail price
7. **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 competition events, being photographed or filmed by motion picture or video tape, posting to social media, and conducting or participating in camps or clinics, unless, upon inquiry to adidas representative, adidas does not carry a specific product required or sought by School.
8. **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. This shall not include Third Party merchants who place advertisements in or around sports arenas in consideration of school or team donations.

9. **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
- **Mutual indemnification.** Each party agrees to indemnify and hold harmless the other party together with their successors, assigns, directors, officers and employees from and against any claim, loss, damages, costs or expenses, including reasonable attorney fees, arising out of or related, directly or indirectly, to this Agreement or the products referred to herein, except for those claims arising from the negligence, act or omission of the other party.
- **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Kentucky; jurisdiction and venue shall lie in the Kentucky courts, County of Bullitt.

10. **Termination.** adidas may, in its sole discretion, reduce the amount of Promotional Merchandise if the School fails to wear adidas Products as required herein. 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.

BULLITT COUNTY BOARD OF
EDUCATION for BULLITT EAST HIGH
SCHOOL

Name: Greg Beckwith
Title: adidas East Regional Manager

Name: Jesse Bacon
Title: Superintendent

KENNY HUGHES, ATHLETIC DIRECTOR

Name: Jim Watkins

11450 KY-44
Mt. Washington, KY 40047

Title: adidas Team Services Rep



Nutt, Betsy <betsy.nutt@bullitt.kyschools.us>

BEHS contracts with H&W and adidas

1 message

Hughes, Kenneth <kenneth.hughes@bullitt.kyschools.us>
To: "Nutt, Betsy" <betsy.nutt@bullitt.kyschools.us>

Mon, May 3, 2021 at 9:17 AM

Betsy,

My contacts at H&W have said the changes that Mr. Farris made to the contracts are what we should use in our agreement with them and adidas. I'm attaching those contracts to be placed on the board agenda for approval.


Let me know if there is anything else I need to do.

Thanks,

Kenny Hughes

Athletic Director, Bullitt East High School
Mount Washington, KY
502-869-6420

2 attachments

 **H+Wschool Agreement (Bullitt East HS).Adidas.egf.pdf**
118K

 **Bullitt East HS KY Agreement.egf.docx.pdf**
83K