

UA HIGHLIGHT ATHLETIC AGREEMENT



AGREEMENT COVER PAGE

HOLMES HIGH SCHOOL

Covington KY 41014

SCHOOL KEY INFO

Name of School: **HOLMES HIGH SCHOOL**

Total HS Students: **900**

Street Address: **2500 Madison Ave**

Football (Y/N): **Y**

City, State Zip: **Covington KY 41014**

Primary Contact Name: **Ken Ellis**

Girls Sports: **8**

Primary Contact Title: **Athletic Director**

Boys Sports: **8**

Primary Contact Email: **ken.ellis@covington.kyschools.us**

Mascot: **Bulldogs**

School Colors: **Red** **White**

DEALER KEY INFO

EGELSTON-MAYNARD

Dealer: **SPORTS**

Start Date: **7/1/2021**

End Date: **6/30/2026**

Term (Years): **4**

Inline Apparel Discount: **35**

Inline Footwear Discount: **30**

Uniform Discount: **30**

Inline Accessory Discount: **35**



UA HIGHLIGHT ATHLETIC AGREEMENT

ATHLETIC AGREEMENT ("Agreement") AMONG:

UNDER ARMOUR, HOLMES HIGH SCHOOL, AND EGELSTON-MAYNARD SPORTS

CUSTOMER Obligations to UNDER ARMOUR and its Authorized Servicing Team Dealer ("Team Dealer")

- The term of this Agreement commences on 7/1/2021 and ends on 6/30/2025 ("Term") for a term of 4 years.
- During the Term, HOLMES HIGH SCHOOL shall exclusively purchase UNDER ARMOUR products for its athletic teams, coaches, staff and fans. (collectively, "Teams") from the Team Dealer set forth below.
- All Teams shall exclusively wear and use head-to-toe Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with the third year that Customer provides UNDER ARMOUR products to the teams. Customer shall use best efforts to exclusively use UNDER ARMOUR headwear and inflatables for the teams. In the event Teams require products that UNDER ARMOUR does not produce, Customer will secure such products from brands other than Nike, Adidas, Reebok, Russell, New Balance and Puma.
- HOLMES HIGH SCHOOL shall place orders with Team Dealers for custom and stock uniforms by:
 - (i) February 1 for Fall Sports
 - (ii) May 31 for Winter Sports
 - (iii) November 15 for Spring Sports
- UNDER ARMOUR and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each HOLMES HIGH SCHOOL team upon UNDER ARMOUR request. Aside from UNDER ARMOUR and Team Dealer, no other manufacturer, distributor, marketer or seller of athletic goods shall have the right to place signage at Customer's team's facilities.
- All Customer activities will be given access to UNDER ARMOUR products when applicable, via webstore or traditional format.
- HOLMES HIGH SCHOOL hereby grants to UNDER ARMOUR the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team's games subject to applicable NCAA, NFHS, or applicable high school or governing body rules. (collectively, "Rules").

UNDER ARMOUR and EGELSTON-MAYNARD SPORTS Obligations to HOLMES HIGH SCHOOL

UNDER ARMOUR shall provide HOLMES HIGH SCHOOL with a product allotment valued at UNDER ARMOUR's then-current retail pricing as follows below. Such free products shall be fulfilled after all products for all Teams have been shipped in each year. (Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear, eyewear, etc.) cannot be purchased with the promotional product credit. Only 7 digit numeric catalog item numbers are eligible for promo).

- **Year One Product Allowance:** School will receive a promotional allotment valued at \$2,500.00. This allotment is valued at then current Under Armour retail pricing on select team gear
- **Purchase Incentive Rebate:** During the duration of this agreement Under Armour commits to providing the partner school with a standard rebate percentage for all UA purchases on the schedule outlined below:
 - 10% Rebate for all UA purchases from \$1-\$100,000 (at invoiced Team Price)
 - 12% Rebate for all UA Purchases from \$100,000-\$150,000 (at invoiced Team Price)
 - 15% Rebate for all UA Purchases from \$150,000+ (at invoiced Team Price)
 - These rebate incentives are for promotional product allotment based on total purchases of Under Armour Team Product from the servicing Team Dealer.
- Team Dealers shall maintain appropriate levels of UNDER ARMOUR inventory to satisfy Customer's requirement on a timely basis; and provide sales data as requested.
- Team Dealer shall set-up/manage either traditional player pack/fanwear order forms or webstore for any & all affiliated Customer activities' accounts. (Including but not limited to activities, organizations and clubs' parents, students, alumni, faculty, staff, etc.)
- UNDER ARMOUR reserves the right to review this Agreement with Team Dealer on an annual basis and in the event UNDER ARMOUR determines, in its sole but reasonable discretion, that the then-current circumstances are materially different from the information supplied by Customer on its prospect form (e.g., actual annual purchases of UNDER ARMOUR products are significantly lower than originally anticipated, etc.), UNDER ARMOUR may either (1) modify the terms of this Agreement via an amendment signed by the parties; or (2) terminate this Agreement by providing Customer and Team Dealer with thirty (30) days prior written notice.
- **Termination.** UNDER ARMOUR or Customer may terminate this agreement in the event of a material breach of any term or condition of this Agreement by the other party and failure by the breaching party to cure the breach within ten (10) days following receipt of notice from the non-breaching party. In addition, Under Armour may change a Team Dealer upon thirty (30) days written notice to Team Dealer(s) and Customer. Further, UNDER ARMOUR shall have the right to terminate this Agreement if: (a) a Team is required to wear and/or use athletic products that are not supplied by Under Armour; or (b) Team members or Customer staff commit any act or are involved in any occurrence which in the sole but reasonable discretion of Under Armour reflects unfavorably upon Under Armour or its products.
- **Right of First Negotiation; Matching Right.** During the Term, Customer shall meet exclusively with UNDER ARMOUR to negotiate in good faith the terms of a renewal of this Agreement, and shall not engage in meetings or negotiations with any third party regarding Product supply, sponsorship, endorsement, or promotion with respect to Products. Notwithstanding the foregoing, the parties shall not be obligated to enter into a renewal of this Agreement if they cannot mutually agree, upon the terms of such renewal, subject to UNDER ARMOUR's matching rights set forth herein. Further, for a period of one hundred eighty (180) days after the expiration of the Term ("Matching Period"), UNDER ARMOUR shall have the right to match any third party offer the Customer receives with respect to Products



UA HIGHLIGHT ATHLETIC AGREEMENT

of such third party that Customer intends to accept ("Third Party Offer"). If Customer receives a Third Party Offer during the Matching Period, then Customer shall submit to UNDER ARMOUR the material terms contained in the Third Party Offer ("Third Party Terms"), in an unredacted writing from such third party on its letterhead and signed by such third party. UNDER ARMOUR shall have thirty (30) days from the date it receives the Third Party Terms to notify Customer whether UNDER ARMOUR will renew this Agreement on terms at least equal to the material, measurable, and matchable Third Party Terms. If UNDER ARMOUR notifies Customer that it will renew the Agreement on such Third Party Terms, then Customer and UNDER ARMOUR shall renew this Agreement on such Third Party Terms. Customer shall inform all third parties of its requirements under this provision, and this provision will survive the expiration or termination of this Agreement during the Matching Period.

- **Wear Testing.** Subject to the Rules, Customer shall ensure that Teams make themselves reasonably available to UNDER ARMOUR with respect to wear testing UNDER ARMOUR products in development. Teams shall report to UNDER ARMOUR on the UNDER ARMOUR products tested, and such reports shall address fit, design, wear characteristics, function, materials and construction techniques. The actual UNDER ARMOUR products in development and any information regarding such UNDER ARMOUR products is confidential. UNDER ARMOUR is the owner of all right, title, and interest in and to any and all rights in and to all intellectual property rights in connection with such UNDER ARMOUR products. Customer and Teams hereby assign and convey to UNDER ARMOUR all such intellectual property.
- **Miscellaneous.** Maryland law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this agreement. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this agreement.

HOLMES HIGH SCHOOL

UNDER ARMOUR, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

By signing below, Team Dealer agrees that Customer will purchase Under Armour products from the Team Dealer at its discounts of:

- 35% off of UNDER ARMOUR retail price for apparel (does not include decoration costs).
- 35 % off of UNDER ARMOUR retail price for accessories (does not include decoration costs).
- 30 % off of UNDER ARMOUR retail price for Uniforms & Uniform Decoration.
- 30% off of UNDER ARMOUR retail price on all team footwear.

EGELSTON-MAYNARD SPORTS

Signature

Printed Name

Title

EGELSTON-MAYNARD SPORTS

525 Madison Ave. Covington, Ky 41011 (859) 581-6648

EGELSTON-MAYNARD SPORTS BUSINESS BENEFITS

- **ORDERS DELIVERED AT NO CHARGE**
- **NO CHARGE ARTWORK PREPARATION FOR SCREEN PRINTING**
 - **NO CHARGE DIGITIZING FOR EMBROIDERY DESIGNS**
- **PROVIDED LARGER DISCOUNTS THAN ON ORIGINAL ADIDAS AGREEMENT**
- **SERVICE - ABILITY TO PROVIDE SAME DAY DELIVERY IF REQUIRED**
- **ACCESSIBILITY - ALWAYS AVAILABLE TO MEET WITH COACHES FACE TO FACE - BEFORE - DURING SCHOOL - AFTER SCHOOL TO MAKE PRODUCT PRESENTATIONS AND PROVIDE INFORMATION**
- **NO CHARGE ON SIZING SAMPLES - MEET WITH TEAMS TO MEASURE FOOTWEAR**
- **ONE STOP SHOPPING - IN STORE SERVICES - ENGRAVING - SCREEN PRINTING - EMBROIDERY - DECORATION**
- **MEMBER OF THE LARGEST TEAM SPORTS BUYING GROUP IN THE NATION - ALLOWS FOR MAXIMUM BUYING POWER AND ACCESS TO EXTENSIVE PRODUCT AVAILABILITY**
- **PARTICIPATION IN ADVERTISING WITH SPORTS PROGRAMS - HALL OF FAME CEREMONY - GOLF OUTING**
- **BEEN SERVICING THE NEEDS OF STUDENT/ATHLETES IN NORTHERN KENTUCKY SINCE 1945**