



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent *JTB*

FROM: Dr. Rachele Bramlage-Schomburg, Director of Secondary Education *RBS*

RE: Bullitt East High School 2024-2025 Agreement with Adidas

DATE: May 7, 2024

Please see the attached agreement between Bullitt East High School and Adidas and H&W Dukes for the 2024-2025 school year.

This contact has been reviewed by Dinsmore & Shohl LLP. Please approve this contract at the May Board Meeting.

JW
5.8.24

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



**Bullitt
East**
High School

NATE FULGHUM, PRINCIPAL
ANGELA BINKLEY, ASSISTANT PRINCIPAL
MIKE BRANGERS, ASSISTANT PRINCIPAL
ONDREA SMALLWOOD, ASSISTANT PRINCIPAL

Memorandum

May 1, 2024

Re: Bullitt East agreement with adidas for 24-25 school year

Bullitt East seeks approval from the Board of Education to enter into an agreement with adidas and H&W/Dukes for the 2024-25 school year. The agreement is attached to this document.

Thank you,

Nate Fulghum
Principal

Kenny Hughes
Athletic Director

H+W Dukes Sports

SCHOOL TEAM DEALER AGREEMENT

THIS AGREEMENT is made and entered into by and between H+W Sport Shop, Inc. ("H+W Dukes") and Bullitt County Public Schools (Bullitt East High School), Mt. Washington, KY ("School").

H+W Dukes and School have agreed as follows:

1. **Term:** Beginning July 1, 2024 and ending June 30, 2025, automatically renewing each year upon board approval through June 30, 2027.
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 Dukes Is Official School Supplier:** H+W Dukes is the sole supplier of adidas products to school. H+W Dukes will supply School adidas products at no less than 25% off Footwear and hardgoods, and no less than 25-30% off apparel plus any additional embellishment. H+W Dukes 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 Dukes 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 Dukes and adidas Products, subject to schools prior approval.
5. **Promotional Products Included (each year):**

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

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

Any Team that wins State Championship will receive \$1,000 in promotional product at Retail 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. (For ex. \$150K spend = additional \$2K promo, in which can be Adidas and/or H+W Dukes promo dollars)

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

Unused promotional merchandise amounts, provided by H+W, 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.

Adidas promotional money will be distributed as described in Adidas agreement

6. **H+W Dukes Products for School's Use:** During the Term, Embroidery on Promo products will cost \$15.00 per location for purposes of using promotional money at retail value. (For left chest size embroidery)
7. **Use of H+W Dukes Products:** Exclusive Coaching staff use of H+W



Dukes Products when engaged in athletic related activities with no cost to school when obtained with Adidas/H+W Dukes promotional funds. Adidas is the official brand for School per adidas agreement.

8. **Disclaimer of Warranty: H+W Dukes** 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 Dukes AND/OR ADIDAS, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **Right of Promotional Money Suspension, Reduction, and/or Termination:** If agreement is terminated or H+W Dukes believes that School has breached this Agreement, they may (in its discretion) suspend, reduce, or terminate any current and/or future dollar amount or type of Bonus Compensation or Promotional Products available to School.
10. **Entire Agreement:** This Agreement constitutes the entire understanding between School and H+W Dukes 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. School will not be held financially responsible for failure to meet \$100,000 threshold.
11. **Termination.** This Agreement may be terminated by either party without cause by giving thirty (30) days' written notice over termination to the other party. As of the date of notice to terminate, all pending orders shall be completed, but no new orders shall be accepted by H+W thereafter. **IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the date first above written.

H+W Dukes Sport Shop, Inc.
Campbellsville, KY

By: Aaron Hutchinson

Team Sales Leader

By: Rick Wilson

Team Sales Leader

By: Shaun Hord

Owner

Address:
120 East Main Street
Campbellsville, KY 42718

BULLITT EAST High School
Mt. Washington, KY

By: Jesse Bacon

Superintendent

By: Nate Fulghum

Principal

By: Kenny Hughes

Athletic Director

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

