

## H+W Dukes

### SCHOOL TEAM DEALER AGREEMENT

THIS AGREEMENT is made and entered into by and between H+W Dukes Sport Shop, Inc. ("H+W Dukes") and Marion County High and Middle School, Lebanon, KY ("School").

H+W Dukes and School have agreed as follows:

- 1. Term:** Beginning July 1, 2024 will be a 1-year agreement that automatically renews each year, ending June 30, 2034.
2. For purposes of this Agreement, the terms below shall have the following definitions: "Products" is defined as 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 all athletic products and apparel to School. Athletic programs include all, but not limited to those programs, listed under the athletic department. H+W Dukes will supply School Adidas products at approximately 25% off Footwear and hardgoods, and approximately 30% off apparel plus any additional embellishment. Discount structure is based off of in stock items. Custom uniforms have their own discount structure. Since this is a multi-branded agreement, discounts vary between brands. H+W Dukes is the sole supplier of all athletic apparel, footwear, hardgoods, online stores, etc. of School. (Ex. School shall purchase from H+W Dukes Sports all H+W Dukes and/or Adidas uniforms, practice gear, shoes, hardgoods, equipment, wind screens, including, but not limited to 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 Products. This license shall be exclusive as to H+W Dukes products and shall include the right to use School's name, nickname, initials, photograph, likeness, image or facsimile image, video or film portrayals.
- 5. Promotional Products Included with each years renewal (each year):**

***Years 1-10: \$13,000 in adidas promotional dollars per year***

***Years 1-10: \$2,500 in Cash (Check) from H+W Dukes for Naming Rights(TBD) per year.***

***Year 1: \$5,000 Signing/Branding Bonus***

***Bonus Compensation Years 2-10: 10% of Total Money Spent from the previous school year over \$150K. School spends \$200K, the next school year will be rewarded \$5K additional promotional dollars. This will include all money that is in the name of the school, including online stores.***

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



6. **H+W Dukes Products for School's Use:** During the Term, Embroidery on Promo products will be a TEAM cost \$10.00 per location (For left chest size embroidery). For the same embroidery, a RETAIL cost of \$15.00 per location will be deducted from Promotional account.
7. **Use of H+W Dukes Products:** Exclusive Coaching staff use of H+W Dukes Products when engaged in athletic related activities.
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 Products. School SPECIFICALLY WAIVES, AGAINST H+W Dukes AND/OR , 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 Dukes and School. This agreement is Non-transferable.

**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: Shaun Hord

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Owner

By: Rick Wilson

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Sales Team Leader

Address:  
120 East Main Street  
Campbellsville, KY 42718

**MARION COUNTY SCHOOL DISTRICT**  
**Lebanon, KY**

By: Chris Brady

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Superintendent

By: Michael Holt

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Athletic Director

By: Robby Peterson

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Principal

Address:  
735 East Main Street  
Lebanon, KY 40033