



Kentucky High School Athletic Association
2280 Executive Drive ° Lexington, KY 40505 www.khsaa.org ° (859)299-5472 (859)293-5999 (fax)

October 1, 2009

Mr. Dick Honig
Honig's Whistle Stop
PO Box 1711
Ann Arbor, MI 48106

Dear Dick:

Enclosed please find the 2009-2010 & 2010-2011 KHSAA/Honig's Whistle Stop agreement. This agreement still includes an annual review of the royalty and commission structure by April 15th of each contract year. There are no changes from last year. Please review the contents of the agreement and give me a call if you have any questions.

I look forward to extending our relationship.

Sincerely,

A handwritten signature in black ink, which appears to read "Brigie L. DeVries". The signature is written in a cursive style.

Brigie L. DeVries
Commissioner

BD:dk

Enclosure

xc: Assistant Commissioner Julian Tackett
Assistant Commissioner Butch Cope
Administrative Assistant Phyllis Sallee



2009-2010 HONIG'S WHISTLE STOP

OCT 19 2009

AGREEMENT

A. EVENTS COVERED BY AGREEMENT:

1. Honig's Whistle Stop has the first option to cover rules clinics in all sports sponsored by the KHSAA and will be the exclusive vendor at those sites. Please note: Occasionally there are a few exempt sites that prohibit sale of items by outside vendors. (At this time, to our knowledge, there are not exempt sites.)
2. Sale of official's supplies in KHSAA merchandise shop upon request.
3. Sale of official's apparel and items with the KHSAA embroidered logo at this time are the items listed in C,2 below.

B. LENGTH OF AGREEMENT:

1. Basic term will be two (2) years for the 2009-10 & 2010-11 school years with both parties agreeing to review the commission and/or royalty structure at the end of the second year. (By April 15, 2011)
2. KHSAA shall retain the right to cancel this agreement due to gross failure of Dick Honig and Honig's Whistle Stop to fulfill the terms of this agreement. The cancellation period is in place with a 90 day written notice.

C. ROYALTY PAID TO KHSAA:

1. KHSAA will receive a royalty fee of \$750 for the sale of official's supplies at all KHSAA sponsored sports rules clinics. Payment is due in two \$375 (three hundred seventy five dollar) installments due on October 1 and December 1 of each school year.
2. KHSAA will receive a 10% royalty fee quarterly on all items purchased through Honig's by KHSAA officials. These items include, but are not limited to the following:
 - a. Embroidered Hat - #K03 & #K02L
 - b. Embroidered Jacket - Baseball & Softball - #K18N
 - c. Embroidered Jacket - Basketball - #K19
 - d. Embroidered Shirt - Baseball - #HMLS
 - e. Ball Bag - #K40
 - f. Embroidered Shirt-Volleyball #S1 (Men's) or #S2 (Women's)

3. The KHSAA will receive \$3.00 per KHSAA logo patch sold. The settlement on patch sales is due on December 1 and May 1 of each contract year.


D. HONIG'S WHISTLE STOP RESPONSIBILITIES - GENERAL:

1. Provide all official's supplies and merchandise for designated KHSAA clinics.
2. Assign Honig's Staff Bill Hosney, John Meyers and others to adequately cover KHSAA sponsored rules clinics for coaches and officials.
3. Provide labor, props, displays, etc. for all events and/or locations.
4. Provide a selected group of official's supplies for sale in the KHSAA sports shop at the KHSAA office building, upon request.
5. Furnish documentation of compliance with Kentucky law with regard to the collection and reimbursement of state sales tax.
6. Provide KHSAA with a Honig's Whistle Stop certificate of insurance for on site set-up with a face value liability insurance policy of at least \$1,000,000.00 (one million dollars) by July 1 of each contract year.
7. Aggressively promote the events and sale of official's merchandise so as to maximize the profits to the KHSAA.
8. Provide all artwork and product for any specialty items utilizing the KHSAA logo and/or any other registered mark. KHSAA will have the right to review and approve the quality of all the products offered under this agreement. Honig's Whistle Stop will provide samples if requested not less than three weeks prior to the first clinic unless prior approval has been granted.
9. Provide an advance schedule of KHSAA clinics to be covered and make special arrangements for locations when Honig's staff are unable to be in attendance.


E. KHSAA RESPONSIBILITIES - GENERAL:

1. Communicate the existence of "Officially Licensed Supplier" to all the schools and officials within the organization.

2. Enforce the exclusive nature of this agreement should unauthorized product or people appear in the market.
3. Grants to Honig's Whistle Stop the right to produce, market and/or sell official's merchandise before, during and after the KHSAA sponsored clinics, including catalog sales.
4. Assist Honig's Whistle Stop in the promotion of the event merchandise and officials apparel by including "official's merchandise" information to all KHSAA registered officials in regular communiqués to officials.
5. Include Honig's on KHSAA website where appropriate.



Mr. Dick Honig, President
Honig's Whistle Stop



Brigid J. DeVries, Commissioner
Kentucky High School Athletic Association

10-12-09

Date:

October 1, 2009

Date: