

## Uniform Sponsorship Agreement

The purpose of this document is to set forth in writing the terms and conditions of the agreement (hereinafter referred to as "AGREEMENT") reached between **ALLEN SPORTSWEAR INC.** located at **2100 N ALAFAYA TRAIL, SUITE 500, ORLANDO, FL 32826**, (hereinafter referred to as "SPONSOR") and **SCHOOL NAME** located at **SCHOOL ADDRESS** (hereinafter referred to as "TEAM"). By you responding to this offer, you have accepted the sponsorship terms and conditions as set forth below and your agreement is complete and active.

**Your sponsorship requirements are as follows.**

**I. Effective Date.** The EFFECTIVE DATE of this AGREEMENT is June 1, 2012.

**II. Agreement Period.** This AGREEMENT shall last one year from the EFFECTIVE DATE (hereinafter referred to as "TERM").

**III. Renewal.** SPONSOR and TEAM agree that this AGREEMENT shall have automatic renewal for a period of one year from the end of the TERM if TEAM wins the Florida State Championship within their school classification.

**IV. Agreement Coverage.** Per TEAM and where relevant, the following will be covered by the AGREEMENT (collectively hereinafter referred to as "UNIFORMS"):

<p><b>BASEBALL</b></p> <p><b>a.</b> Up to 30 Sets of Home and Away Baseball Uniforms</p> <p><b>b.</b> Up to 8 Coaching Polos</p> <p><b>c.</b> 2 SPONSOR branded banners</p> <p><b>d.</b> 20% Discount on all Allen Sportswear orders for the duration of the TERM.</p>	<p><b>SOFTBALL</b></p> <p><b>a.</b> Up to 30 Sets of Home and Away Softball Uniforms</p> <p><b>b.</b> Up to 8 Coaching Polos</p> <p><b>c.</b> 2 SPONSOR branded banners</p> <p><b>d.</b> 20% Discount on all Allen Sportswear orders for the duration of the TERM.</p>
<p><b>BASKETBALL</b></p> <p><b>a.</b> Up to 15 Sets of Home and Away Basketball Uniforms</p> <p><b>b.</b> Up to 15 Shooter Shirts</p> <p><b>b.</b> Up to 6 Coaching Polos</p> <p><b>c.</b> 2 SPONSOR branded banners</p> <p><b>d.</b> 20% Discount on all Allen Sportswear orders for the duration of the TERM.</p>	<p><b>FOOTBALL</b></p> <p><b>a.</b> Up to 50 Sets of Home and Away Football Uniforms</p> <p><b>b.</b> Up to 10 Coaching Polos</p> <p><b>c.</b> 2 SPONSOR branded banners</p> <p><b>d.</b> 20% Discount on all Allen Sportswear orders for the duration of the TERM.</p>

- a. Unless prohibited by the FHSAA or other governing body, all UNIFORMS will display SPONSOR's registered trademark, "The Allen A" at SPONSOR's discretion.
- b. Unless prohibited by the FHSAA or other governing body, all UNIFORMS will include player names on the upper back of the jersey.

**V. Team Requirement.** In consideration for receipt of the UNIFORMS from SPONSOR, TEAM commits and agrees to the following:

- a. Video and Photo Documentation of the AGREEMENT:**
  - i. Participation in the Contract Signing (photo and video)

ii. Practices and Games

1. TEAM agrees to assist SPONSOR, when present, in securing a location to take video and/or photos at practices and games.
2. TEAM agrees that at SPONSOR's request, they shall provide video documentation of certain games.
  - iii. TEAM agrees to provide testimonials about the UNIFORMS to SPONSOR
  - iv. TEAM agrees to provide a formal team photo of the TEAM's players in the UNIFORMS.
  - v. At SPONSOR's request, TEAM agrees to provide time as well as their best efforts to attend any professional photo and/or video-shoots SPONSOR arranges and TEAM shall not receive compensation for attendance at any of these said events.
3. TEAM agrees to communicate to the parents or legal guardians of the individual athletes, if athlete is a minor, or to the individual athletes, if the athlete is an adult, of the TEAM, that there will be no additional compensation provided for any of SPONSOR's requests contained in the AGREEMENT.
4. TEAM assumes all responsibility in assuring that SPONSOR's requests conform with any FHSAA guidelines.
  - vi. All rights in and to the video and photo documentation provided for in this Section V (the "VIDEO AND PHOTO DOCUMENTATION") shall be the sole and exclusive property of SPONSOR.
  - vii. SPONSOR shall have the right and permission to use the VIDEO AND PHOTO DOCUMENTATION on Facebook, Twitter, YouTube and other social networking or online websites, SPONSOR's official company website, as well as other promotional materials for present and future "Dress the Champions" campaigns, without further compensation to TEAM.
  - viii. It shall be TEAM's sole and exclusive responsibility to provide and attain releases from individuals for the use of image and likeness related to the VIDEO AND PHOTO DOCUMENTATION (the "RELEASES").
5. For the purposes stated above, TEAM shall use the release attached hereto as Exhibit "A".
6. TEAM agrees to indemnify and hold harmless SPONSOR and its representatives, agents, affiliates and assigns (collectively, the "Indemnified Persons") for, and will pay to the Indemnified Persons the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising, directly or indirectly, from or in connection with the RELEASES and any use of the VIDEO AND PHOTO DOCUMENTATION.

**b. At-Game Presence and Facilitation**

- i. TEAM agrees to facilitate unobstructed display of SPONSOR branded banners at every home game, neutral site, tournament and when possible at away games.
- ii. TEAM agrees to announce SPONSOR's name at all home games, neutral sites, and tournaments.
- iii. TEAM agrees to acknowledge SPONSOR in all media interviews when possible.
- iv. All SPONSOR products and uniforms have the SPONSOR's logo (hereinafter referred to as "ALLEN A") on them. TEAM agrees to display SPONSOR's ALLEN A on all UNIFORMS. It is TEAM's responsibility to make SPONSOR aware if this is not allowed to display the ALLEN A due to district restrictions.

**c. Internet and Social network Contact and Dialogue**

- i. TEAM will require subscription of its coaching staff and athletic director/s to SPONSOR's Facebook page, Twitter and YouTube accounts.
- ii. TEAM will encourage students and TEAM athletes to subscribe to SPONSOR's Facebook page, Twitter and YouTube accounts.
- iii. TEAM will provide SPONSOR with full contact information of TEAM's Athletic Director/s and coaching staff.
- iv. TEAM agrees to participate in the online consumer surveys and occasional scheduled one-to-one interviews to be conducted by SPONSOR among coaches/ athletic directors relating to SPONSOR's product category.
- v. TEAM agrees to acknowledge SPONSOR in their official school website and provide a place for SPONSOR's logo and link to SPONSOR's website.

- vi. TEAM agrees to provide a place on their athletics website for SPONSOR's logo and link to website.
- vii. TEAM agrees to mention SPONSOR as their official UNIFORMS sponsor on TEAM's athletics website.
- viii. SPONSOR must appear on all of TEAM's sponsor lists as the official "Uniform provider of [TEAM]".

**d. In-School Acknowledgement**

- i. TEAM agrees to run stories/articles about their AGREEMENT with SPONSOR in school or team publications.

**e. Community Service**

- i. TEAM agrees to hold or attend one community service related event during the TERM of the AGREEMENT. Furthermore, TEAM will make SPONSOR aware of said event so that it can be documented by SPONSOR and SPONSOR can participate.

**VI. Definition of Certain Terms.** The following terms have the following meanings when used herein:

**a.** "ATHLETIC PRODUCT" shall mean any products or services similar to those designed and sold by SPONSOR.

**b.** "ENDORSED PRODUCT" shall mean all ATHLETIC PRODUCTS designed and sold by SPONSOR.

**VII. Contract Territory.** AGREEMENT is effective in the United States of America.

**VIII. Exclusivity.** TEAM agrees that it shall not wear or endorse any ATHLETIC PRODUCT other than the ENDORSED PRODUCT during the AGREEMENT.

**IX. Use and Endorsement of ENDORSED PRODUCT.** TEAM agrees that it shall exclusively use the ENDORSED PRODUCT in competing for sports events during the TERM of the AGREEMENT. During the TERM of the AGREEMENT, TEAM shall exclusively promote and recommend the ENDORSED PRODUCT to other teams and to the public.

**X. Indemnification.**

**a.** Indemnification by TEAM. TEAM shall hold SPONSOR harmless from any liability or expense (including legal fees and costs) arising from any injury or damage to the TEAM or its athletes and from any injury caused to others by the TEAM or its athletes, during competition or training. This shall include, without limitation, any liability or expense arising out of or based upon SPONSOR's alleged negligence or strict product liability, except when resulting from the willful negligence or misconduct of SPONSOR.

**b.** Indemnification by SPONSOR. SPONSOR shall hold TEAM harmless from any liability or expense (including legal fees and costs) made by third parties against TEAM with respect to claims arising from the manufacture, sale and/or use of SPONSOR products, except when resulting from the willful negligence or misconduct of TEAM.

**XI. Employer/Employee Relationship.** SPONSOR agrees that TEAM'S relationship with SPONSOR shall be that of an independent contractor and nothing contained in this AGREEMENT shall be construed as establishing an employer/employee relationship between SPONSOR and TEAM or any TEAM.

**XII. Confidentiality.** All parties, including but not limited to TEAM and SPONSOR, agree to keep all terms of this AGREEMENT, especially financial arrangements, strictly confidential.

**XIII. Termination.** SPONSOR has the right to terminate this Agreement at any time for any reason with or without cause, including unsportsmanlike conduct by athletes and employees of the TEAM or a breach of any term of this AGREEMENT.

**XIV. Authorized Party.** By signing this AGREEMENT, TEAM representative agrees that he/she is an Authorized Party ("AUTHORIZED PARTY") with all legal rights and privileges to enter into this AGREEMENT on behalf of TEAM. SPONSOR assumes no responsibility for TEAM's inability to provide an AUTHORIZED PARTY.

**XV. Entire Agreement.** This AGREEMENT constitutes the entire understanding between SPONSOR, and aforementioned TEAM. Upon its execution, this AGREEMENT cannot be altered or modified except by an agreement in writing signed by both parties, and shall supersede all prior negotiations, understandings and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without further legal effect.

**XVI. Governing Law, Venue, Jurisdiction.** This AGREEMENT and the rights of the parties hereunder shall be governed by, interpreted and enforced in accordance with the laws of the State of Florida without regard to the principles of conflicts-of-law. Exclusive and agreed upon venue, to the extent permitted by law, for any action or proceeding arising out of or relating to this Agreement shall be in Orange County, Florida. Each party consents to the jurisdiction of the state courts of the State of Florida located in Orange County, Florida. In addition, each party, to the extent permitted by applicable law, waives any right to assert the doctrine of *forum non-conveniens* or to object to the venue to the extent any proceeding is brought in connection with this Agreement.