



This Team Agreement (“Agreement”) is entered into between adidas America, Inc., an Oregon corporation (“adidas”), and GREGORY PORTLAND ISD (“Customer”), effective as of the first day of the Term (as defined below). The parties agree as follows:

1. **Term and Covered Teams.** This Agreement starts on **3/1/2025** and ends **6/30/2030** (the “Term”) and shall automatically renew for one year each year thereafter unless adidas or Customer terminates the Agreement pursuant to section 8 below. This Agreement includes the following sports, teams, and their participants: **ALL VARSITY SPORTS SUPPORTED BY GREGORY PORTLAND ISD** (the “Teams” and “Team Participants”).
2. **adidas Products.** During the Term, Customer agrees to purchase adidas footwear, apparel, accessories, uniforms, headwear, and equipment (“adidas Products”) from an authorized adidas Team Dealer and/or an authorized third-party licensee such as Agron or Saranac (an “adidas Licensee”) for Team Participants’ use in accordance with the adidas Team Program. Customer shall be eligible to purchase adidas Products at the following discounts:

Product	Discount
adidas Footwear	Up to 35% off MSRP
adidas Apparel and Accessories	Up to 40% off MSRP
adidas Uniforms (stock + adiCustom)	Up to 40% off MSRP
adidas Locker Room Apparel	Up to 35% off MSRP
adidas Locker Room Headwear	Up to 25% off MSRP
Agron	Up to 40% off MSRP
Saranac	Up to 40% off MSRP

3. **Exclusive Use.** During the Term, Customer ensures that, to the extent Customer or any other individual or entity acting on Customer’s behalf (including any individual or entity providing financial support to the Teams) provides the Teams (including Team Participants) with footwear, apparel, and/or accessories for use in competition or any other Team events or activities, each Team (including Team Participants) shall exclusively use and wear adidas Products whenever engaged in such competition, events, or activities. Customer shall not permit any Team Participant or any other person to “spat,” obstruct, or alter adidas’s logos and marks in any way.
4. **License.** Customer hereby grants to adidas the exclusive, royalty-free right and license, during the Term and at all times thereafter to the extent necessary for adidas’ lawful business purposes, to use Customer’s name and trademarks worldwide in connection with the development, promotion, marketing, advertising and sale of adidas Products. Customer shall not knowingly grant any comparable right to any other person or entity during the Term if the other person or entity is engaged in any business competitive with adidas.
5. **Minimum Annual Spend.** ~~For each School Year during the term, Customer shall maintain a minimum purchase volume of \$100,000 measured in actual amounts paid by Customer.~~
6. **Promotional Merchandise.** For each School Year during the Term, adidas shall provide Customer with Promotional Merchandise at no cost to Customer in the amounts set forth below.

6.1. “**Promotional Merchandise**” is defined adidas Products available from the adidas Team Sales Catalog, excluding products sold directly by adidas Licensees. Amounts of Promotional Merchandise for each School Year are divided equally into two six-month periods, the first from July 1 to December 31, and the second from January 1 to June 30. Any unused amounts of Promotion Merchandise from either of these six-month periods expire on the last day of the six-month period (i.e., on December 31 and June 30), and cannot be carried over to the next six-month period and/or School Year. Ensuring that amounts of Promotional Merchandise are used and determining how such amounts are allocated among Teams is the sole responsibility of Customer. All

Promotional Merchandise ships free via ground and Customer cannot apply any shipping upgrades. Returns and/or exchanges of Promotional Merchandise are not permitted.

6.2. For each School Year during the Term, adidas shall provide Promotional Merchandise to Customer as follows:

Allocation	Amount
7/1/25- 12/31/25 Signing Bonus	\$28,000 at MSRP
ANNUAL PROMO TIMELINE	\$75,000 at MSRP

6.3. In addition to the Promotional Merchandise set forth above, Game One will provide \$25,000 in Adidas promotional product valued at MSRP. This can be used toward the purchase of uniforms in year one.

7. **Other Proposals and Rights of First Refusal and First Dealing.** Customer may not enter into any agreement with a third party that is similar to this Agreement and that is intended to take effect during the Term. During the Term, Customer also shall not enter into any similar agreement with a third party taking effect after the Term without first giving adidas an opportunity to enter into a new agreement with Customer for such rights on the same terms and conditions as those offered by the Third Party, measured solely in terms which are material, measurable and matchable ("Third Party Terms"). Customer shall notify adidas of any Third Party Terms it receives during the Term. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have 30 days from its receipt of any Third Party Terms to match such Third Party Terms. If adidas matches the Third Party Terms, then Customer shall enter into a new agreement with adidas consistent with the Third Party Terms.
8. **Termination.** This Agreement is binding during the Term. Either party may terminate this Agreement, effective at the end of the Term (i.e., at the end of the initial Term or the end of any one-year extension thereof), by providing written notice no less than 30 days before the expiration of the Term. adidas may, in its sole discretion, terminate this Agreement and/or reduce the amounts of Promotional Merchandise set forth in section 5 above if the Teams or Team Participants fails to use adidas Products as required or if Customer fails to meet its annual target purchase requirement. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including section 6 above, shall survive the expiration or termination of this Agreement.
9. **Miscellaneous.**
- 9.1. **Confidentiality.** (Subject to applicable state public records law), the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party.
- 9.2. **Compliance with Law.** Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.
- 9.3. **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.
- 9.4. **Assignment.** Customer may not assign, sell, or transfer this Agreement or any of its rights, interests, or obligations under this Agreement without adidas's prior written consent.
- 9.5. **Severability and Construction.** If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement.
- 9.6. **Customer/adidas Relationship.** Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership, or joint venture relationship between the parties.
- 9.7. **Entire Agreement.** This Agreement, together with the terms and conditions of the adidas Team Sales catalog and of any account or credit application completed in connection with execution of this Agreement, all of which

are incorporated into this Agreement by reference, constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.

9.8. Limitation of Liability. adidas shall not be liable for any injury or damage suffered by Customer or any Team Participants from wearing or using adidas Products, and Customer expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ADIDAS WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES. ADIDAS'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES. ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY CUSTOMER PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.**

9.9. Representations and Warranties. Each party represents and warrants that it is not party to any agreement, contract, or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement, and that it has the due and proper authority to enter into and perform its obligations under this Agreement.

IN WITNESS WHEREOF, the undersigned hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

adidas America, Inc.

GREGORY PORTLAND ISD

Name:

Name:

Title:

Title:

Date:

Date:

Name:

Name:

Title:

Title:

Date:

Date: