



Re: Team Sales/Product Supply for Athletic Program

NIKE is pleased to have reached agreement with Pendleton High School with regard to the purchase and supply of NIKE product for use by the district high schools and its interscholastic programs.

We have agreed as follows:

The duration of this agreement is from June 1, 2016 to July 31, 2021.

1. On orders of NIKE Product, the school will be entitled to the following discounts (off suggested retail pricing): 40% for footwear and equipment, and 45% for blank apparel. (Custom uniform pricing varies by order date and factory but will be in the 15 to 35% range.) School is to pay freight charges. This same pricing structure is available to purchases made by the individual athletes, the bookstore, and other organizations associated with the school including youth organizations. Orders shall be submitted according to NIKE's ordering deadlines.
2. All purchases will be made through Eastbay Team Sales.
3. This agreement covers high school varsity teams. Sports included in this agreement include Football, Boys and Girls Soccer, Volleyball, Boys and Girls Basketball, Baseball, Softball, Boys and Girls Track & Cross Country, Boys and Girls tennis.
4. Nike uniforms will be purchased during the normal buying cycle for each sport. All programs are expected to be in Nike uniforms by year three of the agreement.
5. Each Agreement Year, the Athletic Director at the high school will receive a \$15,000 retail product rebate. This rebate is for use at the discretion of the Athletic Director and must be used during the school year. Funds do not carry over from year to year.
6. The school shall require the players and staff of the program to wear and/or use exclusively NIKE Products during, games and other official program activities associated with the school's team (exhibitions, photo sessions, etc.). Non branded apparel may be worn for practice sessions. Any product purchased by an individual student is exempt from this agreement. Any exceptions to this must be requested and cleared by the Athletics Director and Nike. Nike is to be given the opportunity to resolve any issue. OSAA ball adoptions are excepted.
7. The term "Products" as used in this agreement means (i) all athletic and athletically inspired or derived footwear, authentic competition apparel consisting of uniforms, warmups, practice wear, sideline/on-field apparel, similar apparel and gloves, all other apparel articles of an athletic nature including but not limited to polo shirts, golf shirts, tank-tops, T-shirts, sweat suits, separates, base-layer apparel, undergarments and other body coverings, and accessories of an athletic nature, including but not limited to headwear (e.g., skull caps), headbands, wristbands, bags, socks, chinstraps and gloves, that the

players or staff wear or use or may be reasonably expected to wear or use while participating in their respective sport.

8. The school acknowledges that "polishing-out", "spatting" or otherwise taping, so as to cover or obscure any portion of any NIKE trademark, the NIKE Products worn by the players or staff as required under this agreement is inconsistent with the purpose of the agreement.

9.. Should Nike or the school fail to live up to any portion of the agreement and fail to correct that within 60 days notice, the agreement may be cancelled by the other party.

10. At NIKE's request, the school shall negotiate with NIKE in good faith with respect to the terms of a renewal of this Agreement. For a period of 120 days prior to the ending of the agreement, Nike will have the exclusive right to negotiate with the representatives and it's representatives.

11. The school represents that: neither the school nor any Staff member is party to any agreement or understanding that would prevent or limit the performance of any obligations.

AGREED:

By: \_\_\_\_\_

Title:

Date:

Nike Inc.

By: \_\_\_\_\_

Title:

Date: