

BSN SPORTS REWARD PROGRAM FOR

Harlem High School

BSN SPORTS ("BSN") is pleased to offer **Harlem High School (Athletic Program)** the **BSN SPORTS REWARDS PROGRAM** for the purchase and supply of athletic apparel and equipment for use by the school and its interscholastic programs.

BSN SPORTS Product Pricing: The school shall be able to purchase products at the following discounts:

-Under Armour InlineTeam Apparel/Stock Uniforms

-Under Armour Uniform Discount

-Under Armour Inline Team Footwear

-Under Armour Inline Accessories

-BSN Products

-BSN Catalog Branded Products

35% off Retail Price

35% off Retail Price

35% off Retail Price

35% off Retail Price 15% off Catalog Price

10% off Catalog Price

Custom apparel, decorated apparel and footwear from any other manufacturers offered by BSN SPORTS will be at team discount pricing.

Decoration charges are **not** included in the above discounts.

Products sold to the Cheerleading coach will not be included in Spending level totals,

BSN SPORTS Products are identified in our catalog with a black star icon next to the product code.

BSN SPORTS catalog branded products are products distributed by BSN from a manufacturer such as Wilson, Spalding, Rawlings, etc.

My Team Shop: BSN SPORTS' online player pay site is required to be offered to all varsity programs. All other programs including club sports and organizations will be encouraged to participate. All MTS sales including club and organizations will count towards rebate goals.

Shipping: The Athletic Program will pay freight charges on all orders.

Product Rebate: Subject to the terms below, at the end of each school year of this agreement, the Athletic Program will receive a Product Rebate including selected products

BASKETBAL VOLLEYBALL SPORTS MED **SCOREBOARDS** BENCHESABLEACHE COACHING **AQUATICS**



from BSN. The Product Rebate will be selected from a list of products provided by BSN and subject to availability at the time of order. Product Rebates are available after the requirements below are met and must be utilized during each school budget year.

Product Rebates will be redeemed in May and June. A Product Rebate balance does not carry over from year to year. Rebates only apply to orders placed under the terms and conditions of this agreement-including pricing and are for all non-Under Armour purchases only (UA rebates on brand purchases are on separate agreement).

Annual Spending Level

Annual Rebate Amount:

\$75,000+

8% of annual spend in Under Armour or other branded apparel or BSN equipment at catalog price.

Annual Rebate Amount:

6% of annual spend in Under Armour or other branded

apparel or BSN equipment at catalog price.

\$40,000 - \$59,999

\$60,000 - \$74,999

Annual Rebate Amount:

4% of annual spend in Under Armour or other branded

apparel or BSN equipment at catalog price.

*Additional Incentives:

- > Access to SURGE a BSN SPORTS exclusive girls' sports program. The SURGE program gives girls sports teams coaches and staff a playbook and tools to support and empower female athletes. Girls sports team coaches and staff have FREE access to:
 - A password protected online SURGE site (surge.<u>varsityuniversity.</u>org) with resources (webinars, curriculum, professional development, articles) to build athlete confidence, support mental health, develop leadership skills, and inspire female athletes to stay in the game while powering them towards future success.
 - BSN SPORTS exclusive access to girls' sports products, offers and designs.
 - Exclusive access to SURGE branding opportunities and logo usage.
 - Brand and partner giveaways and access to other girls' sports organizations and events.

The maximum annual product rebate will be the amount above, inclusive of any manufacturer incentives.

Any decoration or customization to rebate product is paid for by the Athletic Program.

BASKETBALI SPORTS MED SCOREBOARDS BENCHES&BLEACHE COACHING **AQUATICS**



Terms and Conditions: All purchases will be made through BSN SPORTS. Only products purchased through BSN will be eligible for the Product Rebate.

The School and Athletic Program must be current on all payment obligations to BSN to be eligible for the Product Rebate.

Term: The duration of this agreement is five (5) years from **July 1**, **2025 to June 30**, **2030**("Term").

Acknowledged and Agreed to:

Harlem High School

BSN SPORTS

Reed Allison, Athletic Director

Vice President

SPORTS MED **SCOREBOARDS AQUATICS**

UA HIGHLIGHT ATHLETIC AGREEMENT



AGREEMENT COVER PAGE

HARLEM HIGH SCHOOL ("School"), BSN SPORTS ("Dealer"), & UNDER ARMOUR

SCHOOL KEY INFO

Harlem High School Customer Name: Street Address: 1 Huskie Circle

Machesney Park, IL 6115 City, State Zip:

Reed Allison Primary Contact Name: **Athletic Director** Primary Contact Title:

Reed.allison@harlem122.org Primary Contact Email:

> Mascot: Huskies School Colors: Black/Orange

> > **DEALER KEY INFO**

Dealer: BSN Sports

End Date: 6.30.2030 7.1.2025 Start Date:

Term (Years): 5

35% Inline Footwear Discount: Inline Apparel Discount: 35% Inline Accessory Discount: 35% Uniform Discount: 35%

SPEND ESTIMATES

Customer's Estimated Annual

\$100,000 **Purchase of Rebate Products** in Year 1:

12% Year 1 Rebate:

\$20,000 **Total Year 1 Signing Bonus:**

SIGNING BONUS BREAKDOWN:

-Inline Signing Bonus: \$7,500

-Marketing/Branding Signing Bonus: \$3,500

-Uniform Transition Support: (2) Buy One Get One Free Armourfuse Team Uniform Coupons. Not valid on football. Must be redeemed in Year 1 of the partnership. Each Coupon valued (approx.) at \$4,500.

UA HIGHLIGHT ATHLETIC AGREEMENT



ATHLETIC AGREEMENT ("AGREEMENT") AMONG:

UNDER ARMOUR, CUSTOMER, AND TEAM DEALER

CUSTOMER Obligations to UNDER ARMOUR and its Authorized Servicing Team Dealer ("Team Dealer")

- The term of this Agreement commences on July 1, 2025 and ends on June 30, 2030 ("Term").
- During the Term, CUSTOMER shall purchase Under Armour apparel, footwear, and accessories ("Products," and Products bearing Under Armour marks, "Under Armour Products") for CUSTOMER's athletic teams ("Teams") from the Team Dealer set forth below.
- All Teams shall exclusively wear and use Under Armour Products head-to-toe, including without limitation footwear, socks, uniforms, and headwear, with the understanding that CUSTOMER may phase in the use of Under Armour Products so long as all Teams are fully exclusive at the start of the third year of the Term.
- CUSTOMER shall place orders with Team Dealer for Under Armour Products by:
 - o (i) January 15 for Fall Sports uniforms
 - o (ii) May 31 for Winter Sports uniforms
 - o (iii) November 15 for Spring Sports uniforms
 - O Stock apparel (excluding uniforms), footwear, and accessories can be ordered at any time.
- All CUSTOMER activities will be given access to Under Armour when applicable, via the Webstore (as defined below).
- CUSTOMER hereby grants to Under Armour the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of Team games subject to applicable NCAA, NFHS, or applicable high school or governing body rules (collectively, "Rules").

UNDER ARMOUR and TEAM DEALER Obligations to CUSTOMER

- Under Armour shall provide CUSTOMER a Signing Bonus of \$7,500 in product allotment at MSRP Value to be used in Year 1 of the agreement
- Under Armour shall provide CUSTOMER a one-time Branding Package valued at \$3,500 to be used on mutually approved co-branded materials
- Under Armour shall provide CUSTOMER with (2) Buy One Get One Free Armourfuse Team Uniform Coupons. Not valid for football. Must be redeemed in Year 1 of the partnership.
- Under Armour shall provide CUSTOMER with a product rebate based on the amount of Under Armour Purchases inclusive of uniforms, in-line, and other licensed Products (collectively, "Rebate Products") purchased by CUSTOMER from Team Dealer as follows:

Total Rebate Products Purchased	Product Rebate
\$1 - \$40,000	7%
\$40,001 - \$80,000	10%
\$80,001 - \$125,000	12%
\$125,001+	15%

For purposes of clarity, CUSTOMER's Product Rebate will be: (1) determined by the amount of Rebate Products CUSTOMER purchases in the immediately preceding year; (2) provided on a biannual basis (7/15 and 1/15) in the applicable year; and (3) provided by Under Armour as Under Armour Products valued at retail pricing. By way of example, if CUSTOMER purchases \$90,000 worth of Rebate Products from Team Dealer in the first year, the Product Rebate for the next year will be twelve percent (12%). As such, CUSTOMER will receive a Product Rebate of 12% based on the total amount of Rebate Products CUSTOMER purchases in a quarter in the next year, so with respect to the aforementioned example, if in the 6 months of the next Contract Year, CUSTOMER purchases \$7,000 worth of Rebate Products, CUSTOMER will receive a Product Rebate of \$840 for those 6 months. Unused quarterly Product Rebate amounts will expire within sixty (60) days. In the first year of the Term, CUSTOMER's Product Rebate will be based on CUSTOMER's estimated annual purchase of Rebate Products and will be determined by CUSTOMER, Team Dealer, and Under Armour. Notwithstanding anything contained herein to the contrary, Under Armour reserves the right to modify, update, or amend the Product Rebate program in its sole discretion by providing CUSTOMER and Team Dealer with at least sixty (60) days prior written notice.

- Team Dealer shall establish, operate, and manage a webstore for any and all affiliated CUSTOMER activities accounts (including but not limited to activities, organizations and clubs' parents, students, alumni, faculty, staff, etc.) ("Webstore"). Team Dealer will use good faith efforts to exclusively sell Under Armour Products on the Webstore, and will prominently feature Under Armour Products over any third party Products sold on the Webstore.
- Team Dealer shall maintain appropriate levels of Under Armour Products to satisfy CUSTOMER's requirement on a timely basis.
- Team Dealer shall provide sales data to Under Armour quarterly on a QBR worksheet (or as requested).

UA HIGHLIGHT ATHLETIC AGREEMENT



This Agreement shall be reviewed yearly by Under Armour and Team Dealer to ensure no major conditions of the Agreement have changed.

Termination. A party may terminate this agreement in the event of a material breach of any term or condition of this agreement by any other party and failure by the breaching party to cure the breach within ten (10) days following receipt of notice from the non-breaching party. In addition, Under Armour may change a Team Dealer upon thirty (30) days written notice to Team Dealer(s) and CUSTOMER. Further, Under Armour shall have the right to terminate this agreement if: (a) a Team is required to wear and/or use Products that are not supplied by Under Armour; or (b) CUSTOMER coaches, staff, or Team members commit any act or are involved in any occurrence which in the sole but reasonable discretion of Under Armour reflects unfavorably upon Under Armour or its Products.

Miscellaneous. Maryland law shall govern this Agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this Agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this Agreement. CUSTOMER shall not assign its rights or obligations under this Agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealer, and CUSTOMER shall be that of independent contractors. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this Agreement.

CUSTOMER	UNDER ARMOUR, INC.
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
 By signing below, Team Dealer agrees to offer CUSTOMER the feet 35% off of UNDER ARMOUR retail price of TEAM DEALER 	or apparel (does not include decoration costs). or accessories (does not include decoration costs). or Uniforms & Uniform Decoration.
TEAN DEALER	
Signature	
Printed Name	
Title	

Date