

BSN SPORTS REWARD PROGRAM

FOR

WILDE LAKE HIGH SCHOOL

BSN SPORTS is pleased to offer **Wilde Lake High School** ("Customer") the **BSN SPORTS REWARDS PROGRAM** for the purchase and supply of athletic apparel and equipment.

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

- Nike Team Apparel/Stock Uniforms [REDACTED] % off Retail Price
- Nike Footwear [REDACTED] % off Retail Price
- BSN SPORTS Products [REDACTED] % off Catalog Price
- BSN SPORTS Catalog Branded Products [REDACTED] % off Catalog Price

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 SPORTS from a manufacturer such as Wilson, Spalding, Rawlings, etc.

All Custom Uniforms and Footwear will be priced separately. Custom apparel, decorated apparel and footwear from any other manufacturers offered by BSN SPORTS will be at the then-current team discount pricing.

Decoration charges are not included in the above discounts.

Sales through the following channels will not be included in Spending Level Totals for purposes of calculating the Product Rebates: products sold to the Cheerleading coach, through Fan Cloth, BSN SPORTS Sideline Stores. Fan Cloth is a fundraising partner of BSN SPORTS and this BSN Rewards Program does not prevent the Customer from using Fan Cloth.

My Team Shop: BSN SPORTS' online player pay site is required to be used by all varsity programs. Other programs including club sports, intramurals and other organizations will be encouraged to participate. My Team Shop products will be priced at [REDACTED] % off Catalog/Retail Price. My Team Shop sales will be included in the Spending Level Totals.

Shipping: Customer will pay freight charges on all orders.

Product Rebate: Subject to the terms below, Customer will receive a Product Rebate selected from a list of products, inclusive of applicable freight charges, provided by BSN SPORTS subject to availability at the time of order. Product Rebates may not be used to reduce outstanding balances. Product Rebates are available after the requirements below are met.

Product Rebates must be redeemed in the final two months of the Agreement Year (as defined below). Unused Product Rebate amounts, as of 5PM CST on the last day of each Agreement Year, are forfeited by the Customer. As a result, Product Rebate amounts cannot be carried from one Agreement Year to the next. Rebates only apply to orders placed under the terms and conditions of this BSN Rewards Program (including pricing).

Annual Spending Level

[Redacted]

Annual Rebate Amount:

[Redacted] of annual spend in Nike apparel or BSN SPORTS equipment at catalog price.

[Redacted]

Annual Rebate Amount:

[Redacted] of annual spend in Nike or BSN SPORTS equipment at catalog price.

[Redacted]

Annual Rebate Amount:

[Redacted] of annual spend in Nike or BSN SPORTS equipment at catalog price.

[Redacted]

Annual Rebate Amount:

[Redacted] of annual spend in Nike, or BSN SPORTS equipment at catalog price.

Maximum annual Product Rebate will be the amount above, inclusive of any manufacturer incentives. Orders with discounts greater than stated above will be excluded. Any decoration or customization to rebate product is paid for by the Customer.

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

All of Customer's accounts payable owing to BSN SPORTS must be paid within the payment terms provided by BSN SPORTS to receive Product Rebate.

Term: The initial term of this BSN Rewards Program shall be for five (5) years (the "Initial Term") commencing on the date this BSN Rewards Program is signed by an authorized officer of both parties and ending on June 30, 2025 (end of the fifth full school year). At the expiration of the Initial Term, this BSN Rewards Program will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless a party provides the other party with written notice of its intent not to renew this BSN Rewards Program at least ninety (90) days prior to the expiration of the then current Term. The initial year's annual spend will be from the date of signing until the end of the 2020-2021 school year.

Acknowledged and Agreed to:

Wilde Lake High School

[Signature] 5/14/20
Ath. Director Date

BSN SPORTS

Vice President Date

**NIKE/Wilde Lake High School
ASD Agreement**

This athletic agreement confirms the relationship between **Nike and Wilde Lake High School**.

Length of Agreement: 5 Years - 2020/2021, 2021/2022, 2022/2023, 2023/2024, 2024/2025 (June 1st- April 24th)

Terms of Agreement:

If at the end of the fifth Year, **Wilde Lake** is presented with an offer from another company, **Wilde Lake** shall allow Nike the right to match that other company's offer.

During the terms of this agreement, **Wilde Lake** agrees to:


- Endorse and wear only Nike (no competitive brands) uniforms, game day and practice apparel, athletic footwear and when applicable equipment and only purchase through the authorized Nike Team Dealer, BSN Sports.
- Require **Wilde Lake** teams and staff to wear Nike Game Day and practice Apparel, Team Uniforms and Athletic Footwear. Nike has the right to terminate agreement if **Wilde Lake** team and/or staff do not wear Nike Uniforms, Game Day and practice Apparel and Athletic Footwear.
- Complete confidentiality of this agreement is expected throughout the length of this contract.

During the term of this athletic agreement **Nike** agrees to:

- Provide [REDACTED] (Nike product allotment) per year at retail value in stock apparel,
- Unused product allotment does not carry over from year to year (June 1st – April 24th)
- The School and Athletic Program must be current on all payment obligations to the Nike Authorized Team Dealer, BSN SPORTS, to be eligible for the Product Rebate.

Acknowledged and Agreed to:

Wilde Lake High School


Ath. Director, Kareem Penn

5/14/20
Date

BSN SPORTS

Vice President

Date