



## AGREEMENT COVER PAGE

# MARRIOTTS RIDGE HIGH SCHOOL

Marriottsville, MD 21104

## SCHOOL KEY INFO

Name of School:	<b>MARRIOTTS RIDGE HIGH SCHOOL</b>	Total HS Students:	<b>1472</b>
Street Address:	<b>12100 Woodford Dr</b>	Football (Y/N):	<b>Yq</b>
City, State Zip:	<b>Marriottsville, MD 21104</b>		

Primary Contact Name:	Chris Reagle		<b>736</b>
Primary Contact Title:	<b>Athletics and Activities Manager</b>	Boys Sports:	<b>736</b>
Primary Contact Email:	Christopher_reagle@hcpss.org		

Mascot: **Mustangs**

School Colors: **Navy**      **Silver**

## DEALER KEY INFO

Dealer:	<b>BSN</b>		
Start Date:	<b>7/1/21</b>	End Date:	<b>6/30/25</b>
Term (Years):	<b>5</b>		
Inline Apparel Discount:	■	Inline Footwear Discount:	■
Uniform Discount:	■	Inline Accessory Discount:	■

# UA HIGHLIGHT ATHLETIC AGREEMENT



## ATHLETIC AGREEMENT (“Agreement”) AMONG:

### UNDER ARMOUR, MARRIOTTS RIDGE HIGH SCHOOL, AND BSN

#### CUSTOMER Obligations to UNDER ARMOUR and its Authorized Servicing Team Dealer (“Team Dealer”)

- The term of this Agreement commences on 7/1/21 and ends on 6/30/25 (“Term”) for a term of 5 Years.
- During the Term, MARRIOTTS RIDGE HIGH SCHOOL shall exclusively purchase **UNDER ARMOUR** products for its athletic teams, coaches, staff and fans. (collectively, “Teams”) from the Team Dealer set forth below.
- All Teams shall exclusively wear and use head-to-toe Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with the third year that Customer provides **UNDER ARMOUR** products to the teams. Customer shall use best efforts to exclusively use **UNDER ARMOUR** headwear and inflatables for the teams. In the event Teams require products that **UNDER ARMOUR** does not produce, Customer will secure such products from brands other than Nike, Adidas, Reebok, Russell, New Balance and Puma.
- MARRIOTTS RIDGE HIGH SCHOOL shall place orders with Team Dealers for **custom and stock uniforms** by:
  - (i) **February 1 for Fall Sports**
  - (ii) **May 31 for Winter Sports**
  - (iii) **November 15 for Spring Sports**
- **UNDER ARMOUR** and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each MARRIOTTS RIDGE HIGH SCHOOL team upon **UNDER ARMOUR** request. Aside from **UNDER ARMOUR** and Team Dealer, no other manufacturer, distributor, marketer or seller of athletic goods shall have the right to place signage at Customer’s team’s facilities.
- All Customer activities will be given access to **UNDER ARMOUR** products when applicable, via webstore or traditional format.
- MARRIOTTS RIDGE HIGH SCHOOL hereby grants to **UNDER ARMOUR** the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team’s games subject to applicable NCAA, NFHS, or applicable high school or governing body rules. (collectively, “Rules”).

#### UNDER ARMOUR and BSN Obligations to MARRIOTTS RIDGE HIGH SCHOOL

**UNDER ARMOUR** shall provide MARRIOTTS RIDGE HIGH SCHOOL with a product allotment valued at **UNDER ARMOUR**’s then-current retail pricing as follows below. Such free products shall be fulfilled after all products for all Teams have been shipped in each year. (Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear, eyewear, etc.) cannot be purchased with the promotional product credit. Only 7 digit numeric catalog item numbers are eligible for promo)

- Under Armour shall provide School with a product allotment valued at Under Armour’s then-current retail pricing as follows: (i) \$ [REDACTED] in the first year. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide School with [REDACTED]% of free coaches products valued at Under Armour’s then-current retail pricing based on School’s total purchases of Under Armour products through Team Dealer. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide team t-shirts free of charge to all members of a county championship Team.
- Under Armour shall provide team warm-up jacket free of charge to all members of a state championship Team.
- Under Armour will provide a \$ [REDACTED] merchandise allotment in each year of this agreement for cobranded marketing materials and the opportunity to purchase additional co-branded materials at a deeply reduced rate as part of our Highlight School Co-Branded Program
- Team Dealers shall maintain appropriate levels of Under Armour inventory to satisfy School’s requirement on a timely basis.
- Team Dealers shall maintain appropriate levels of **UNDER ARMOUR** inventory to satisfy Customer’s requirement on a timely basis; and provide sales data as requested.
- Team Dealer shall set-up/manage either traditional player pack/fanwear order forms or webstore for any & all affiliated Customer activities’ accounts. (Including but not limited to activities, organizations and clubs’ parents, students, alumni, faculty, staff, etc.)
- **UNDER ARMOUR** reserves the right to review this Agreement with Team Dealer on an annual basis and in the event **UNDER ARMOUR** determines, in its sole but reasonable discretion, that the then-current circumstances are materially different from the information supplied by Customer on its prospect form (e.g., actual annual purchases of **UNDER ARMOUR** products are significantly lower than originally anticipated, etc.), **UNDER ARMOUR** may either (1) modify the terms of this Agreement via an amendment signed by the parties; or (2) terminate this Agreement by providing Customer and Team Dealer with thirty (30) days prior written notice.
- **Termination.** **UNDER ARMOUR** or Customer may terminate this agreement in the event of a material breach of any term or condition of this Agreement by the 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 athletic products that are not supplied by Under Armour; or (b) Team members or Customer staff 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.
- **Right of First Negotiation; Matching Right.** During the Term, Customer shall meet exclusively with **UNDER ARMOUR** to negotiate in good faith the terms of a renewal of this Agreement, and shall not engage in meetings or negotiations with any third party regarding Product supply, sponsorship, endorsement, or promotion with respect to Products. Notwithstanding the foregoing, the parties shall not be obligated to enter into a renewal of this Agreement if they cannot mutually agree, upon the terms of such renewal, subject to **UNDER ARMOUR**’s matching rights set forth herein. Further, for a period of one hundred eighty (180) days after the

# UA HIGHLIGHT ATHLETIC AGREEMENT



expiration of the Term ("Matching Period"), **UNDER ARMOUR** shall have the right to match any third party offer the Customer receives with respect to Products of such third party that Customer intends to accept ("Third Party Offer"). If Customer receives a Third Party Offer during the Matching Period, then Customer shall submit to **UNDER ARMOUR** the material terms contained in the Third Party Offer ("Third Party Terms"), in an unredacted writing from such third party on its letterhead and signed by such third party. **UNDER ARMOUR** shall have thirty (30) days from the date it receives the Third Party Terms to notify Customer whether **UNDER ARMOUR** will renew this Agreement on terms at least equal to the material, measurable, and matchable Third Party Terms. If **UNDER ARMOUR** notifies Customer that it will renew the Agreement on such Third Party Terms, then Customer and **UNDER ARMOUR** shall renew this Agreement on such Third Party Terms. Customer shall inform all third parties of its requirements under this provision, and this provision will survive the expiration or termination of this Agreement during the Matching Period.

- **Wear Testing.** Subject to the Rules, Customer shall ensure that Teams make themselves reasonably available to **UNDER ARMOUR** with respect to wear testing **UNDER ARMOUR** products in development. Teams shall report to **UNDER ARMOUR** on the **UNDER ARMOUR** products tested, and such reports shall address fit, design, wear characteristics, function, materials and construction techniques. The actual **UNDER ARMOUR** products in development and any information regarding such **UNDER ARMOUR** products is confidential. **UNDER ARMOUR** is the owner of all right, title, and interest in and to any and all rights in and to all intellectual property rights in connection with such **UNDER ARMOUR** products. Customer and Teams hereby assign and convey to **UNDER ARMOUR** all such intellectual property.
- **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. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School 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.

**MARRIOTTS RIDGE HIGH SCHOOL**

**UNDER ARMOUR, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By signing below, Team Dealer agrees that Customer will purchase Under Armour products from the Team Dealer at its discounts of:

- ☐ % off of **UNDER ARMOUR** retail price for apparel (does not include decoration costs).
- ☐ % off of **UNDER ARMOUR** retail price for accessories (does not include decoration costs).
- ☐ % off of **UNDER ARMOUR** retail price for Uniforms & Uniform Decoration.
- ☐ % off of **UNDER ARMOUR** retail price on all team footwear.

**BSN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# UA HIGHLIGHT ATHLETIC AGREEMENT



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Date



## AGREEMENT COVER PAGE

# GLENELG HIGH SCHOOL

Glenelg, MD 21737

## SCHOOL KEY INFO

Name of School: **GLENELG HIGH SCHOOL**

Total HS Students: **2000**

Street Address: **14025 Burntwoods Rd**

Football (Y/N): **Y**

City, State Zip: **Glenelg, MD 21737**

Primary Contact Name: **Daniel Sageman**

Girls Sports: **1000**

Primary Contact Title: **Athletics and Activities Manager**

Boys Sports: **1000**

Primary Contact Email: **Daniel\_Sageman@hcpss.org**

Mascot: **Gladiators**

School Colors: **Red**                      **Grey**

## DEALER KEY INFO

Dealer: **BSN**

Start Date: **7/1/21**

End Date: **6/30/21**

Term (Years): **5**

Inline Apparel Discount: ☐

Inline Footwear Discount: ☐

Uniform Discount: ☐

Inline Accessory Discount: ☐

# UA HIGHLIGHT ATHLETIC AGREEMENT



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### UNDER ARMOUR, GLENELG HIGH SCHOOL, AND BSN

#### CUSTOMER Obligations to UNDER ARMOUR and its Authorized Servicing Team Dealer (“Team Dealer”)

- The term of this Agreement commences on 7/1/21 and ends on 6/30/21 (“Term”) for a term of 5 Years.
- During the Term, GLENELG HIGH SCHOOL shall exclusively purchase **UNDER ARMOUR** products for its athletic teams, coaches, staff and fans. (collectively, “Teams”) from the Team Dealer set forth below.
- All Teams shall exclusively wear and use head-to-toe Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with the third year that Customer provides **UNDER ARMOUR** products to the teams. Customer shall use best efforts to exclusively use **UNDER ARMOUR** headwear and inflatables for the teams. In the event Teams require products that **UNDER ARMOUR** does not produce, Customer will secure such products from brands other than Nike, Adidas, Reebok, Russell, New Balance and Puma.
- GLENELG HIGH SCHOOL shall place orders with Team Dealers for **custom and stock uniforms** by:
  - (i) **February 1 for Fall Sports**
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- **UNDER ARMOUR** and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each GLENELG HIGH SCHOOL team upon **UNDER ARMOUR** request. Aside from **UNDER ARMOUR** and Team Dealer, no other manufacturer, distributor, marketer or seller of athletic goods shall have the right to place signage at Customer’s team’s facilities.
- All Customer activities will be given access to **UNDER ARMOUR** products when applicable, via webstore or traditional format.
- GLENELG HIGH SCHOOL hereby grants to **UNDER ARMOUR** the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team’s games subject to applicable NCAA, NFHS, or applicable high school or governing body rules. (collectively, “Rules”).

#### UNDER ARMOUR and BSN Obligations to GLENELG HIGH SCHOOL

**UNDER ARMOUR** shall provide GLENELG HIGH SCHOOL with a product allotment valued at **UNDER ARMOUR**’s then-current retail pricing as follows below. Such free products shall be fulfilled after all products for all Teams have been shipped in each year. (Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear, eyewear, etc.) cannot be purchased with the promotional product credit. Only 7 digit numeric catalog item numbers are eligible for promo)

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# UA HIGHLIGHT ATHLETIC AGREEMENT



expiration of the Term ("Matching Period"), **UNDER ARMOUR** shall have the right to match any third party offer the Customer receives with respect to Products of such third party that Customer intends to accept ("Third Party Offer"). If Customer receives a Third Party Offer during the Matching Period, then Customer shall submit to **UNDER ARMOUR** the material terms contained in the Third Party Offer ("Third Party Terms"), in an unredacted writing from such third party on its letterhead and signed by such third party. **UNDER ARMOUR** shall have thirty (30) days from the date it receives the Third Party Terms to notify Customer whether **UNDER ARMOUR** will renew this Agreement on terms at least equal to the material, measurable, and matchable Third Party Terms. If **UNDER ARMOUR** notifies Customer that it will renew the Agreement on such Third Party Terms, then Customer and **UNDER ARMOUR** shall renew this Agreement on such Third Party Terms. Customer shall inform all third parties of its requirements under this provision, and this provision will survive the expiration or termination of this Agreement during the Matching Period.

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- **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. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School 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.

**GLENELG HIGH SCHOOL**

**UNDER ARMOUR, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By signing below, Team Dealer agrees that Customer will purchase Under Armour products from the Team Dealer at its discounts of:

- ☐ % off of **UNDER ARMOUR** retail price for apparel (does not include decoration costs).
- ☐ % off of **UNDER ARMOUR** retail price for accessories (does not include decoration costs).
- ☐ % off of **UNDER ARMOUR** retail price for Uniforms & Uniform Decoration.
- ☐ % off of **UNDER ARMOUR** retail price on all team footwear.

**BSN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# UA HIGHLIGHT ATHLETIC AGREEMENT



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Date



2017-395  
OK



**HIGHLIGHT SCHOOL ATHLETIC AGREEMENT**  
**AMONG UNDER ARMOUR, BSN, AND MT HEBRON HIGH SCHOOL ("SCHOOL")**

School: Mt Hebron High School  
9440 Old Frederick Rd, Ellicott City, MD 21042  
Principal: Andrew Cockley [Andrew\\_Cockley@hcpss.org](mailto:Andrew_Cockley@hcpss.org)  
Athletic Director: Jeannie Prevosto, [Regina\\_Prevosto@hcpss.org](mailto:Regina_Prevosto@hcpss.org)  
Colors: Black and Gold  
Mascot: Vikings

**School's Obligations to Under Armour and its Authorized Servicing Team Dealers ("Team Dealers"):**

- The term of this agreement commences on July 1, 2017 and ends on June 30, 2021 ("Term").
- During the Term, School shall purchase Under Armour products for School's athletic teams ("Teams") from the Team Dealer(s) set forth below.
- Any product provided by the school shall exclusively be Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with year 3. School shall use best efforts to exclusively use Under Armour's inflatables for School teams. Further, students and faculty will have the opportunity to purchase UA product at the same discounted rate that is provided to the school.
- School shall place orders with Team Dealers for custom and stock uniforms by: (i) January 15 for fall sports; (ii) May 31 for winter sports; and (iii) November 15 for spring sports. Stock apparel (excluding uniforms), footwear, and accessories can be ordered at any time.
- Under Armour and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each School team. Aside from Under Armour and Team Dealer(s), no other manufacturer, distributor, marketer or seller of athletic apparel, accessories or footwear shall have the right to place signage at School's teams' facilities.
- School hereby grants to Under Armour the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of the School's team games subject to applicable NCAA, NFHS, HCPSS (Howard County Public School System) or applicable high school rules.

**Under Armour's and Team Dealers' Obligations to School**

- Under Armour shall provide School with a product allotment valued at Under Armour's then-current retail pricing as follows: (i) \$[REDACTED] in the first year. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide School with [REDACTED]% of free coaches products valued at Under Armour's then-current retail pricing based on School's total purchases of Under Armour products through Team Dealer. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide team t-shirts free of charge to all members of a county championship Team.
- Under Armour shall provide team warm-up jacket free of charge to all members of a state championship Team.
- Team Dealers shall maintain appropriate levels of Under Armour inventory to satisfy School's requirement on a timely basis.

**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 School. Further, Under Armour shall have the right to terminate this agreement if: (a) the Team is required to wear and/or use products that are not supplied by Under Armour; or (b) School 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. School may terminate by giving 90 days prior notice if HCPSS determines that this agreement violates HCPSS policy.

**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. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School 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.

SCHOOL

Signature

UNDER ARMOUR, INC.

Signature

Andrew Cockley  
Printed Name  
PRINCIPAL  
Title  
6/14/17  
Date

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

By signing below, Team Dealer agrees that School will purchase Under Armour products from the Team Dealer at its discounts of: ☐ % off Under Armour's retail price for apparel and accessories (does not include decoration costs), and ☐ % off Under Armour's retail price on all footwear.

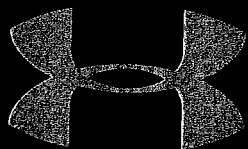
AUTHORIZED TEAM DEALER

\_\_\_\_\_  
Team Dealer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date



GARY POWERS  
TERRITORY SALES MANAGER

UNDER ARMOUR INC.  
1070 HULL ST  
BALTIMORE, MD 21240

cell 410.759.7368  
cell 410.748.2790  
cell 410.750.7369

[gpowers@underarmour.com](mailto:gpowers@underarmour.com)

1.888.4.UARMOUR  
[www.ua.com](http://www.ua.com)



## AGREEMENT COVER PAGE

# RIVER HILL HIGH SCHOOL

Clarksville, Maryland 21029

## SCHOOL KEY INFO

Name of School: **RIVER HILL HIGH SCHOOL**

Total HS Students: **1600**

Street Address: **12101 Route 108**

Football (Y/N): **Y**

City, State Zip: **Clarksville, Maryland 21029**

Primary Contact Name: **Brandon Lauer**

Girls Sports: **800**

Primary Contact Title: **Athletics and Activities Director**

Boys Sports: **800**

Primary Contact Email: **Brandon\_Lauer@hcpss.org**

Mascot: **Hawks**

School Colors: **Navy** **Gold**

## DEALER KEY INFO

Dealer: **BSN**

Start Date: **7/1/21**

End Date: **6/30/25**

Term (Years): **5**

Inline Apparel Discount: ☐

Inline Footwear Discount: ☐

Uniform Discount: ☐

Inline Accessory Discount: ☐

# UA HIGHLIGHT ATHLETIC AGREEMENT



## ATHLETIC AGREEMENT (“Agreement”) AMONG:

### UNDER ARMOUR, RIVER HILL HIGH SCHOOL, AND BSN

#### CUSTOMER Obligations to UNDER ARMOUR and its Authorized Servicing Team Dealer (“Team Dealer”)

- The term of this Agreement commences on 7/1/21 and ends on 6/30/25 (“Term”) for a term of 5 Years.
- During the Term, RIVER HILL HIGH SCHOOL shall exclusively purchase **UNDER ARMOUR** products for its athletic teams, coaches, staff and fans. (collectively, “Teams”) from the Team Dealer set forth below.
- All Teams shall exclusively wear and use head-to-toe Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with the third year that Customer provides **UNDER ARMOUR** products to the teams. Customer shall use best efforts to exclusively use **UNDER ARMOUR** headwear and inflatables for the teams. In the event Teams require products that **UNDER ARMOUR** does not produce, Customer will secure such products from brands other than Nike, Adidas, Reebok, Russell, New Balance and Puma.
- RIVER HILL HIGH SCHOOL shall place orders with Team Dealers for **custom and stock uniforms** by:
  - (i) **February 1 for Fall Sports**
  - (ii) **May 31 for Winter Sports**
  - (iii) **November 15 for Spring Sports**
- **UNDER ARMOUR** and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each RIVER HILL HIGH SCHOOL team upon **UNDER ARMOUR** request. Aside from **UNDER ARMOUR** and Team Dealer, no other manufacturer, distributor, marketer or seller of athletic goods shall have the right to place signage at Customer’s team’s facilities.
- All Customer activities will be given access to **UNDER ARMOUR** products when applicable, via webstore or traditional format.
- RIVER HILL HIGH SCHOOL hereby grants to **UNDER ARMOUR** the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team’s games subject to applicable NCAA, NFHS, or applicable high school or governing body rules. (collectively, “Rules”).

#### UNDER ARMOUR and BSN Obligations to RIVER HILL HIGH SCHOOL

**UNDER ARMOUR** shall provide RIVER HILL HIGH SCHOOL with a product allotment valued at **UNDER ARMOUR**’s then-current retail pricing as follows below. Such free products shall be fulfilled after all products for all Teams have been shipped in each year. (Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear, eyewear, etc.) cannot be purchased with the promotional product credit. Only 7 digit numeric catalog item numbers are eligible for promo)

- Under Armour shall provide School with a product allotment valued at Under Armour’s then-current retail pricing as follows: (i) [REDACTED] in the first year. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide School with [REDACTED]% of free coaches products valued at Under Armour’s then-current retail pricing based on School’s total purchases of Under Armour products through Team Dealer. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide team t-shirts free of charge to all members of a county championship Team.
- Under Armour shall provide team warm-up jacket free of charge to all members of a state championship Team.
- Under Armour will provide a \$[REDACTED] merchandise allotment in each year of this agreement for cobranded marketing materials and the opportunity to purchase additional co-branded materials at a deeply reduced rate as part of our Highlight School Co-Branded Program
- Team Dealers shall maintain appropriate levels of Under Armour inventory to satisfy School’s requirement on a timely basis.
- Team Dealers shall maintain appropriate levels of **UNDER ARMOUR** inventory to satisfy Customer’s requirement on a timely basis; and provide sales data as requested.
- Team Dealer shall set-up/manage either traditional player pack/fanwear order forms or webstore for any & all affiliated Customer activities’ accounts. (Including but not limited to activities, organizations and clubs’ parents, students, alumni, faculty, staff, etc.)
- **UNDER ARMOUR** reserves the right to review this Agreement with Team Dealer on an annual basis and in the event **UNDER ARMOUR** determines, in its sole but reasonable discretion, that the then-current circumstances are materially different from the information supplied by Customer on its prospect form (e.g., actual annual purchases of **UNDER ARMOUR** products are significantly lower than originally anticipated, etc.), **UNDER ARMOUR** may either (1) modify the terms of this Agreement via an amendment signed by the parties; or (2) terminate this Agreement by providing Customer and Team Dealer with thirty (30) days prior written notice.
- **Termination.** **UNDER ARMOUR** or Customer may terminate this agreement in the event of a material breach of any term or condition of this Agreement by the 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 athletic products that are not supplied by Under Armour; or (b) Team members or Customer staff 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.
- **Right of First Negotiation; Matching Right.** During the Term, Customer shall meet exclusively with **UNDER ARMOUR** to negotiate in good faith the terms of a renewal of this Agreement, and shall not engage in meetings or negotiations with any third party regarding Product supply, sponsorship, endorsement, or promotion with respect to Products. Notwithstanding the foregoing, the parties shall not be obligated to enter into a renewal of this Agreement if they cannot mutually agree, upon the terms of such renewal, subject to **UNDER ARMOUR**’s matching rights set forth herein. Further, for a period of one hundred eighty (180) days after the

# UA HIGHLIGHT ATHLETIC AGREEMENT



expiration of the Term ("Matching Period"), **UNDER ARMOUR** shall have the right to match any third party offer the Customer receives with respect to Products of such third party that Customer intends to accept ("Third Party Offer"). If Customer receives a Third Party Offer during the Matching Period, then Customer shall submit to **UNDER ARMOUR** the material terms contained in the Third Party Offer ("Third Party Terms"), in an unredacted writing from such third party on its letterhead and signed by such third party. **UNDER ARMOUR** shall have thirty (30) days from the date it receives the Third Party Terms to notify Customer whether **UNDER ARMOUR** will renew this Agreement on terms at least equal to the material, measurable, and matchable Third Party Terms. If **UNDER ARMOUR** notifies Customer that it will renew the Agreement on such Third Party Terms, then Customer and **UNDER ARMOUR** shall renew this Agreement on such Third Party Terms. Customer shall inform all third parties of its requirements under this provision, and this provision will survive the expiration or termination of this Agreement during the Matching Period.

- **Wear Testing.** Subject to the Rules, Customer shall ensure that Teams make themselves reasonably available to **UNDER ARMOUR** with respect to wear testing **UNDER ARMOUR** products in development. Teams shall report to **UNDER ARMOUR** on the **UNDER ARMOUR** products tested, and such reports shall address fit, design, wear characteristics, function, materials and construction techniques. The actual **UNDER ARMOUR** products in development and any information regarding such **UNDER ARMOUR** products is confidential. **UNDER ARMOUR** is the owner of all right, title, and interest in and to any and all rights in and to all intellectual property rights in connection with such **UNDER ARMOUR** products. Customer and Teams hereby assign and convey to **UNDER ARMOUR** all such intellectual property.
- **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. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School 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.

**RIVER HILL HIGH SCHOOL**

**UNDER ARMOUR, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By signing below, Team Dealer agrees that Customer will purchase Under Armour products from the Team Dealer at its discounts of:

- ☐ % off of **UNDER ARMOUR** retail price for apparel (does not include decoration costs).
- ☐ % off of **UNDER ARMOUR** retail price for accessories (does not include decoration costs).
- ☐ % off of **UNDER ARMOUR** retail price for Uniforms & Uniform Decoration.
- ☐ % off of **UNDER ARMOUR** retail price on all team footwear.

**BSN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

# UA HIGHLIGHT ATHLETIC AGREEMENT



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Date



**HIGHLIGHT SCHOOL ATHLETIC AGREEMENT**  
**AMONG UNDER ARMOUR, BSN, AND CENTENNIAL HIGH SCHOOL ("SCHOOL")**

School: Centennial High School  
Principal: Cynthia Dillon  
Athletic Director: Jeanne Prevosto  
jprevosto@hcpss.org  
Colors: Red, Blue, White  
Mascot: Eagles

**School's Obligations to Under Armour and its Authorized Servicing Team Dealers ("Team Dealers")**

- The term of this agreement commences on July 1, 2018 and ends on June 30, 2023 ("Term").
- During the Term, School shall purchase Under Armour products for School's athletic teams ("Teams") from the Team Dealer(s) set forth below.
- Any product provided by the school shall exclusively be Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with year 1. School shall use best efforts to exclusively use Under Armour's inflatables for School teams. Further, students and faculty will have the opportunity to purchase UA product at the same discounted rate that is provided to the school.
- School shall place orders with Team Dealers for custom and stock uniforms by: (i) January 15 for fall sports; (ii) May 31 for winter sports; and (iii) November 15 for spring sports. Stock apparel (excluding uniforms), footwear, and accessories can be ordered at any time.
- Under Armour and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each School team. Aside from Under Armour and Team Dealer(s), no other manufacturer, distributor, marketer or seller of athletic apparel, accessories or footwear shall have the right to place signage at School's teams' facilities.
- School hereby grants to Under Armour the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of the School's team games subject to applicable NCAA, NFHS, HCPSS (Howard County Public School System), or applicable high school rules.

**Under Armour's and Team Dealers' Obligations to School**

- Under Armour shall provide School with █% of free coaches products valued at Under Armour's then-current retail pricing based on School's total purchases of Under Armour products through Team Dealer. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide School with a product allotment in each year valued at Under Armour's then-current retail pricing as follows: (i) \$█ in the first year. Such allotment shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide team t-shirts free of charge to all members of a state championship Team.
- Under Armour shall provide a free warm-up set to the league/conference coach of the year.
- Team Dealers shall maintain appropriate levels of Under Armour inventory to satisfy School's requirement on a timely basis.

**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 School. Further, Under Armour shall have the right to terminate this agreement if: (a) the Team is required to wear and/or use products that are not supplied by Under Armour; or (b) School 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. Centennial High School may terminate by giving 90 days prior notice if the HCPSS determines that this agreement violates HCPSS policy.

**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. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School 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.

**SCHOOL**

**UNDER ARMOUR, INC.**



Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

By signing below, Team Dealer agrees that School will purchase Under Armour products from the Team Dealer at its discounts of:     % off Under Armour’s retail price for apparel and accessories (does not include decoration costs), and     % off Under Armour’s retail price on all footwear.

AUTHORIZED TEAM DEALER

Team Dealer Name

Signature

Printed Name / Title

Date

# UA HIGHLIGHT ATHLETIC AGREEMENT



## AGREEMENT COVER PAGE

### HAMMOND HIGH SCHOOL

Columbia, MD 21046

## SCHOOL KEY INFO

Name of School: **HAMMOND HIGH SCHOOL**

Total HS Students: **1300**

Street Address: **8800 Guilford Rd**

Football (Y/N): **Y**

City, State Zip: **Columbia, MD 21046**

Primary Contact Name: **Mike Lerner**

Girls Sports: **15**

Primary Contact Title: **Director of Athletics**

Boys Sports: **15**

Primary Contact Email: **Michael\_Lerner@hcpss.org**

Mascot: **Bears**

School Colors: **Maroon Gold**

## DEALER KEY INFO

Dealer: **BSN**

Start Date: **7/1/2020**

End Date: **6/30/2025**

Term (Years): **5**

Inline Apparel Discount: ☐

Inline Footwear Discount: ☐

Uniform Discount: ☐

Inline Accessory Discount: ☐

# UA HIGHLIGHT ATHLETIC AGREEMENT



## ATHLETIC AGREEMENT ("Agreement") AMONG:

### UNDER ARMOUR, HAMMOND HIGH SCHOOL, AND BSN

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

- The term of this Agreement commences on 7/1/2020 and ends on 6/30/2025 ("Term") for a term of 5 Years.
- During the Term, HAMMOND HIGH SCHOOL shall exclusively purchase UNDER ARMOUR products for its athletic teams, coaches, staff and fans. (collectively, "Teams") from the Team Dealer set forth below.
- All Teams shall exclusively wear and use head-to-toe Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with the third year that Customer provides UNDER ARMOUR products to the teams. Customer shall use best efforts to exclusively use UNDER ARMOUR headwear and inflatables for the teams. In the event Teams require products that UNDER ARMOUR does not produce, Customer will secure such products from brands other than Nike, Adidas, Reebok, Russell, New Balance and Puma.
- HAMMOND HIGH SCHOOL shall place orders with Team Dealers for custom and stock uniforms by:
  - (i) February 1 for Fall Sports
  - (ii) May 31 for Winter Sports
  - (iii) November 15 for Spring Sports
- UNDER ARMOUR and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each HAMMOND HIGH SCHOOL team upon UNDER ARMOUR request. Aside from UNDER ARMOUR and Team Dealer, no other manufacturer, distributor, marketer or seller of athletic goods shall have the right to place signage at Customer's team's facilities.
- All Customer activities will be given access to UNDER ARMOUR products when applicable, via webstore or traditional format.
- HAMMOND HIGH SCHOOL hereby grants to UNDER ARMOUR the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team's games subject to applicable NCAA, NFHS, or applicable high school or governing body rules. (collectively, "Rules").

#### UNDER ARMOUR and BSN Obligations to HAMMOND HIGH SCHOOL

UNDER ARMOUR shall provide HAMMOND HIGH SCHOOL with a product allotment valued at UNDER ARMOUR's then-current retail pricing as follows below. Such free products shall be fulfilled after all products for all Teams have been shipped in each year. (Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear, eyewear, etc.) cannot be purchased with the promotional product credit. Only 7 digit numeric catalog item numbers are eligible for promo).

- Under Armour shall provide School with a product allotment valued at Under Armour's then-current retail pricing as follows: (i) \$ [REDACTED] in the first year. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide School with [REDACTED] % of free coaches products valued at Under Armour's then-current retail pricing based on School's total purchases of Under Armour products through Team Dealer. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide team t-shirts free of charge to all members of a county championship Team.
- Under Armour shall provide team warm-up jacket free of charge to all members of a state championship Team.
- Under Armour will provide a \$ [REDACTED] merchandise allotment in each year of this agreement for cobranded marketing materials and the opportunity to purchase additional co-branded materials at a deeply reduced rate as part of our Highlight School Co-Branded Program
- Under Armour will allow logo use on website, scorecards, programs, letterhead, etc.
- Team Dealers shall maintain appropriate levels of UNDER ARMOUR inventory to satisfy Customer's requirement on a timely basis; and provide sales data as requested.
- Team Dealer shall set-up/manage either traditional player pack/fanwear order forms or webstore for any & all affiliated Customer activities' accounts. (Including but not limited to activities, organizations and clubs' parents, students, alumni, faculty, staff, etc.)
- UNDER ARMOUR reserves the right to review this Agreement with Team Dealer on an annual basis and in the event UNDER ARMOUR determines, in its sole but reasonable discretion, that the then-current circumstances are materially different from the information supplied by Customer on its prospect form (e.g., actual annual purchases of UNDER ARMOUR products are significantly lower than originally anticipated, etc.), UNDER ARMOUR may either (1) modify the terms of this Agreement via an amendment signed by the parties; or (2) terminate this Agreement by providing Customer and Team Dealer with thirty (30) days prior written notice.
- **Termination.** UNDER ARMOUR or Customer may terminate this agreement in the event of a material breach of any term or condition of this Agreement by the 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 athletic products that are not supplied by Under Armour; or (b) Team members or Customer staff 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.
- **Right of First Negotiation; Matching Right.** During the Term, Customer shall meet exclusively with UNDER ARMOUR to negotiate in good faith the terms of a renewal of this Agreement, and shall not engage in meetings or negotiations with any third party regarding Product supply, sponsorship, endorsement, or promotion with respect to Products. Notwithstanding the foregoing, the parties shall not be obligated to enter into a renewal of this Agreement if they cannot mutually agree, upon the terms of such renewal, subject to UNDER ARMOUR's matching rights set forth herein. Further, for a period of one hundred eighty (180) days after the expiration of the Term ("Matching Period"), UNDER ARMOUR shall have the right to match any third party offer the Customer receives with respect to Products of such third party that Customer intends to accept ("Third Party Offer"). If Customer receives a Third Party Offer during the Matching Period, then Customer shall submit to UNDER ARMOUR the material terms contained in the Third Party Offer ("Third Party Terms"), in an unredacted writing from such third party on its



# JA HIGHLIGHT ATHLETIC AGREEMENT

letterhead and signed by such third party. **UNDER ARMOUR** shall have thirty (30) days from the date it receives the Third Party Terms to notify Customer whether **UNDER ARMOUR** will renew this Agreement on terms at least equal to the material, measurable, and matchable Third Party Terms. If **UNDER ARMOUR** notifies Customer that it will renew the Agreement on such Third Party Terms, then Customer and **UNDER ARMOUR** shall renew this Agreement on such Third Party Terms. Customer shall inform all third parties of its requirements under this provision, and this provision will survive the expiration or termination of this Agreement during the Matching Period.

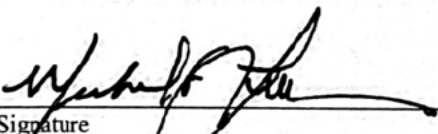
**Wear Testing.** Subject to the Rules, Customer shall ensure that Teams make themselves reasonably available to **UNDER ARMOUR** with respect to wear testing **UNDER ARMOUR** products in development. Teams shall report to **UNDER ARMOUR** on the **UNDER ARMOUR** products tested, and such reports shall address fit, design, wear characteristics, function, materials and construction techniques. The actual **UNDER ARMOUR** products in development and any information regarding such **UNDER ARMOUR** products is confidential. **UNDER ARMOUR** is the owner of all right, title, and interest in and to any and all rights in and to all intellectual property rights in connection with such **UNDER ARMOUR** products. Customer and Teams hereby assign and convey to **UNDER ARMOUR** all such intellectual property.

**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. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School 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.

**HAMMOND HIGH SCHOOL**

**UNDER ARMOUR, INC.**

  
Signature

\_\_\_\_\_  
Signature

**MICHAEL F. LERNER**  
Printed Name

\_\_\_\_\_  
Printed Name

**ATHLETIC & ACTIVITIES MANAGER**  
Title

\_\_\_\_\_  
Title

**8/1/20**  
Date

\_\_\_\_\_  
Date

By signing below, Team Dealer agrees that Customer will purchase Under Armour products from the Team Dealer at its discounts of:

- ☐ % off of **UNDER ARMOUR** retail price for apparel (does not include decoration costs).
- ☐ % off of **UNDER ARMOUR** retail price for accessories (does not include decoration costs).
- ☐ % off of **UNDER ARMOUR** retail price for Uniforms & Uniform Decoration.
- ☐ % off of **UNDER ARMOUR** retail price on all team footwear.

**BSN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date