7. TREASURER'S REPORT

D. Strongsville Athletic Booster Club Donation – Proceeds of the 2019 Car Raffle

Be it resolved upon the recommendation of the Treasurer that a donation in the amount of $22,056.00 be accepted from the Strongsville Athletic Booster Club from the proceeds of the 2019 Car Raffle.

Motion:	Second:	Roll Call:	Yes	No
		Michelle Bissell		
		Sherry Buckner-Sallee		
		Richard O. Micko		
		Seth Roberts		
		Laura Wolfe-Housum		

* E. Ticket Spicket, LLC Ticketing and Registration Platform and Sponsorship Agreement

Be it resolved upon the recommendation of the Treasurer that the Board enters into a contract with Ticket Spicket, LLC for ticketing services and on-line ticket management per the terms of the agreement found in Exhibit B.

Be it further resolved that Strongsville High School shall promote Ticket Spicket as the exclusive ticketing partner of Strongsville athletics and Ticket Spicket shall provide Strongsville athletics with sponsorship payments per the Sponsorship Agreement found in Exhibit B.

(Exhibit B)

F. Under Armour Athletic Agreement

Be it resolved upon the recommendation of the Treasurer that the Board renews an agreement with Under Armour whereas Strongsville High School shall exclusively purchase Under Armour products for its athletic teams, coaches, staff, and fans. Under Armour shall provide Strongsville High School with a product allotment valued at Under Armour's then-current retail pricing per the agreement found in Exhibit C. The term of this agreement commences on 7/1/2020 and ends on 6/30/2025 for a term of five (5) years.

(Exhibit C)

Motion:	Second:	Roll Call:	Yes	No
		Michelle Bissell		
		Sherry Buckner-Sallee		
		Richard O. Micko		
		Seth Roberts		
		Laura Wolfe-Housum		

BSN SPORTS™

CORPORATE SPONSORSHIP PROGRAM

BSN Sports, LLC, a Delaware limited liability company ("BSN") is pleased to offer STRONGSVILLE HIGH SCHOOL Athletic Department ("SHS") the **BSN SPORTS CORPORATE SPONSORSHIP PROGRAM** for the purchase and supply of UNDER ARMOUR apparel and footwear along with any and all other equipment & apparel offered for sale by BSN, for use by the school and its athletic programs.

Benefits:

1. **"Premier Pricing"** shall apply to all footwear, clothing and equipment purchased by STRONGSVILLE HIGH SCHOOL at the following rates:
    - 40% off retail price on all UNDER ARMOUR stock clothing
    - 30% off retail price on all UNDER ARMOUR stock footwear and equipment
    - 25% off retail price on all UNDER ARMOUR Custom uniforms purchased within the timeframe specified in the BSN Sports Uniform Schedule.
    - 25% off retail price on all UNDER ARMOUR DIGITAL uniforms purchased within the timeframe specific in the BSN Sports Uniform Schedule.
    - 15% off catalog price on all BSN proprietary products (as defined below) from BSN catalog (excludes closeout and sale items)
    - 10% off catalog price on all BSN branded products from BSN catalog.
        - BSN proprietary products are identified in our catalog with a black star icon next to the product code.
        - BSN catalog branded products are products distributed by BSN from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.

2. **BSN Sports Product / Apparel Rebate:** STRONGSVILLE HIGH SCHOOL shall receive the following in free 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 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 (including, without limitation, the Annual Spending Level with BSN as set forth below) and must be utilized within forty-five (45) days of the end of the School Year in which the rebate was earned. A Product Rebate balance does not carry over from School Year to School Year. STRONGSVILLE HIGH SCHOOL and its Athletic Program must be current on all payment obligations to BSN to be eligible for the Product Rebate.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS

BSN SPORTS™

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS

Annual Spending Level

- **$100,000+** — **Annual Rebate amount**

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

- **$75,000+** — **Annual Rebate amount**

  7% of annual spend in UA or other branded apparel or BSN equipment at retail catalog price.

- **$50,000+** — **Annual Rebate amount**

  6% of annual spend in UA or other branded apparel or BSN equipment at retail catalog price.

Terms and Conditions:

1. STRONGSVILLE HIGH SCHOOL will use BSN Sports as their preferred supplier for any and all of its athletic equipment and apparel needs. It is also agreed that STRONGSVILLE HIGH SCHOOL will adhere to the BSN Sports product planning calendar to help ensure availability and delivery in a timely manner. BSN Sports reserves the right of first refusal on all purchases of athletic equipment and apparel throughout the length of this signed agreement.
2. UNDER ARMOUR Apparel at Events. STRONGSVILLE HIGH SCHOOL coaching staff and athletes will only wear UNDER ARMOUR branded footwear and apparel at competitions whenever possible.
3. Purchase of UNDER ARMOUR & other Products. STRONGSVILLE HIGH SCHOOL shall notify its athletes that My Team Shop, which is operated and owned by BSN Sports, will serve as the online purchasing site for all additional UNDER ARMOUR products purchased directly by athletes, as well as their family and friends. STRONGSVILLE HIGH SCHOOL cannot guarantee that athletes and their family and friends will exclusively use the My Team Shop to purchase UNDER ARMOUR products.
4. STRONGSVILLE HIGH SCHOOL will promote this partnership through public announcements at events and signage (provided by BSN Sports) at football, basketball, baseball and any other sports venue. BSN Sports logos to appear on all STRONGSVILLE HIGH SCHOOL sport schedule cards, camp flyers, athletic posters, etc.
5. Payment Terms. STRONGSVILLE HIGH SCHOOL must be current on all payment obligations to BSN Sports to be eligible for all promotional products and rebates.

BSN SPORTS™

Payments will be made within thirty (30) days of purchases unless alternate payment arrangements have been made and agreed to in writing by both parties.

6. Additional Charges. Decoration charges (including charges for embroidery and screen printing) are extra, except in relation to UNDER ARMOUR Modified Custom uniforms.
7. Products sold to Cheerleading will not be included in spending level totals.
8. STRONGSVILLE HIGH SCHOOL is responsible for all freight/shipping charges of 18% on any LTL AND FTL FREIGHT TRUCKED shipments and 6% on all small parcel shipments, resulting from merchandise purchased and/or received under this Agreement. However, STRONGSVILLE HIGH SCHOOL shall not be responsible for freight/shipping charges in connection with the return of merchandise shipped incorrectly by the fault of BSN Sports.
9. Term of Agreement. The term of this Agreement shall be for (5) years, beginning on July 1, 2020, and continuing through June 30th, 2025.
10. Termination of Agreement. Either party may terminate this Agreement upon ninety (90) days written notice in advance of the desired termination date. Written notification must be supplied prior to separation and an opportunity for resolve must be given. Severability. Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.
11. Non-waiver. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
12. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
13. This Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.
15. Modification of Agreement. This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties.

This Agreement is made and entered into by and between the parties this 13 day of July 2020.

Signed: L K [illegible]

Treasurer/CFO
Athletic Director
STRONGSVILLE HIGH SCHOOL HIGH SCHOOL

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS

BSN SPORTS

Signed: Sam Crawford

Regional Sales Manager, BSN Sports, LLC
Sam Crawford

VP Sales 7/20/20

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS

UA HIGHLIGHT ATHLETIC AGREEMENT

AGREEMENT COVER PAGE

STRONGSVILLE HIGH SCHOOL
STRONGSVILLE, OH. 44149

SCHOOL KEY INFO

Name of School:	STRONGSVILLE HIGH SCHOOL	Total HS Students:	1995
Street Address:	20225 LUNN RD	Football (Y/N):	Y
City, State Zip:	STRONGSVILLE, OH. 44149		
Primary Contact Name:	DENNY ZIEGLER	Girls Sports:	10
Primary Contact Title:	ATHLETIC DIRECTOR	Boys Sports:	11
Primary Contact Email:	DZIEGLER@SCSMUSTANGS.ORG		
Mascot:	MUSTANGS		
School Colors:	FOREST GREEN WHITE		

DEALER KEY INFO

Dealer:	BSN SPORTS		
Start Date:	7/1/2020	End Date:	6/30/2025
Term (Years):	5		
Inline Apparel Discount:	40	Inline Footwear Discount:	30
Uniform Discount:	25	Inline Accessory Discount:	30

UA HIGHLIGHT ATHLETIC AGREEMENT

ATHLETIC AGREEMENT ("Agreement") AMONG:

UNDER ARMOUR, STRONGSVILLE HIGH SCHOOL, AND BSN SPORTS

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

- The term of this Agreement commences on 7/1/2020and ends on 6/30/2025("Term") for a term of 5Years.
- During the Term, STRONGSVILLE 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 that Nike, Adidas, Reebok, Russell, New Balance and Puma.
- STRONGSVILLE 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 STRONGSVILLE 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.
- STRONGSVILLE 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 SPORTS Obligations to STRONGSVILLE HIGH SCHOOL

UNDER ARMOUR shall provide STRONGSVILLE 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).

- $5000 EVERY YEAR
- 10% BACK ON ALL UA PURCHASES OVER $35000

- 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 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

UA HIGHLIGHT ATHLETIC AGREEMENT

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.

STRONGSVILLE HIGH SCHOOL

L K A

Signature

George K. Anagnostou

Printed Name

Treasurer/CFO

Title

7/13/2020

Date

UNDER ARMOUR, INC.

Brock Paalhar

Signature

Brock Paalhar

Printed Name

Sr. Regional Manager-Team Sports

Title

7.28.2020

Date

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

- 40% off of UNDER ARMOUR retail price for apparel (does not include decoration costs).
- 30 % off of UNDER ARMOUR retail price for accessories (does not include decoration costs).
- 25 % off of UNDER ARMOUR retail price for Uniforms & Uniform Decoration.
- 30% off of UNDER ARMOUR retail price on all team footwear.

BSN SPORTS

Sam Crawford

Signature

Sam Crawford

Printed Name

Regional Sales Manager

Title

7/21/2020

Date