

# UA HIGHLIGHT ATHLETIC AGREEMENT



## AGREEMENT COVER PAGE

### SCHOOL KEY INFO

*Customer Name:* **SUN VALLEY HIGH SCHOOL**  
*Street Address:* **2881 PANCOAST AVE**  
*City, State Zip:* **ASTON, PA 19014**

*Total Athletes:*  
*Primary Sport:*

*Primary Contact Name:* **PAT RAFFERTY**  
*Primary Contact Title:* **Athletic Director**  
*Primary Contact Email:* **prafferty@pdsd.org**

*Girls Sports:* 15  
*Boys Sports:* 15

*Mascot:* **VANGUARD**  
*School Colors:* **NAVY, VEGAS,**

### DEALER KEY INFO

*Dealer:* **BSN**  
*Start Date:* **1/1/2025**  
*Term (Years):* **5**  
*Inline Apparel Discount:* **40%**  
*Uniform Discount:* **40%**

*End Date:* **6/30/2030**

*Inline Footwear Discount:* **35%**  
*Inline Accessory Discount:* **40%**

### SPEND ESTIMATES

*Customer's Estimated Annual  
Purchase of Rebate Products  
in Year 1:*

\$50,000

*Year 1 Rebate:*

10%



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## 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 January 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:
  - (i) **January 15 for Fall Sports uniforms**
  - (ii) **May 31 for Winter Sports uniforms**
  - (iii) **November 15 for Spring Sports uniforms**
  - **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 Team. Aside from Under Armour and Team Dealer, no other manufacturer, distributor, marketer or seller of Products shall have the right to place signage at CUSTOMER’s facilities.
- All CUSTOMER activities will be given access to Under Armour when applicable, via the Team Shop (as defined below).

#### UNDER ARMOUR and TEAM DEALER Obligations to CUSTOMER

- Under Armour shall provide CUSTOMER with a product rebate based on the amount of Under Armour uniforms and Under Armour in-line 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 quarterly basis in the applicable year; and (3) provided by Under Armour as Under Armour Products valued at retail pricing, and (4) provided only if Customer is current with all payment obligations due to Dealer at the time the Rebate is requested. 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 first quarter of the next Contract Year, CUSTOMER purchases \$7,000 worth of Rebate Products, CUSTOMER will receive a Product Rebate of \$840 for such quarter. Unused quarterly Product Rebate amounts will expire within sixty (60) days of the end of the quarter in which the Rebate was earned. 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 and set forth on Page 1 hereof. 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.

- Under Armour shall provide a signing bonus allotment of \$2500 in the first year of the agreement. Allotment to be used for inline Under Armour Product with a 7-digit numeric style number
- Under Armour shall provide Tier-1 campus branding package worth \$3500 in the first year of the agreement.
- 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.) (“Team Shop”). Team Dealer will use good faith efforts to prominently feature Under Armour Products sold on the Team Shop, and will ensure that third party Products are not prominently featured.

**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



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Armour may change a Team Dealer at the request of the CUSTOMER upon thirty (30) days written notice to Team Dealer(s). Further, Under Armour shall have the right to terminate this agreement if: (a) a Team is required by applicable rules to wear and/or use Products that are not supplied by Under Armour (excluding circumstances where Under Armour does not create or carry the necessary Product for a Team (e.g., football helmets, swim caps, etc.)); 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.** This Agreement shall be governed by the laws of the State in which CUSTOMER is located, 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

Leon Armour  
Printed Name

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

Board President  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By signing below, Team Dealer agrees to offer CUSTOMER the following discounted pricing during the Term:

- 40 % off of **UNDER ARMOUR** retail price for apparel (does not include decoration costs).
- 40 % off of **UNDER ARMOUR** retail price for accessories (does not include decoration costs).
- 40 % off of **UNDER ARMOUR** retail price for Uniforms & Uniform Decoration.
- 35 % off of **UNDER ARMOUR** retail price on all Team footwear.

## TEAM DEALER

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date