



## SUMMARY & TERMS

### WHEATON PARK DISTRICT OFFICIAL SOUVENIR MERCHANDISING AGREEMENT

- WHEATON WINGS SPRING CLASSIC: MAY 19-21, 2017 -

#### FINE DESIGNS AGREES TO THE FOLLOWING:

1. **Commission Payment Structure:** Wheaton Park District is paid according to the following formula for the exclusive merchandising and novelty sales at Wheaton Park District's agreed upon events:
  - \$1,200 minimum or 28% of Gross Sales (whichever amount is higher) if event generates sales of \$15,000 or more.
  - \$1,200 minimum or 25% of Gross Sales (whichever amount is higher) if event generate sales of \$14,999 or less.
2. **Donated Apparel:** We will donate up to 80 Volunteer T-shirts at no cost to Wheaton Park District. Donated items will be any solid-colored short-sleeved tshirt with a full-size tournament logo on the front and an optional print on the back (STAFF, COACH, VOLUNTEER, etc). If additional shirts are needed they can be purchased for \$7 each.
3. **Commission Payment:** Fine Designs will mail the commission check to Wheaton Park District no later than 10 business days following the event to the address on file.
4. **Logo Design:** We will provide all event logos, slogans and other decals at no charge.
5. **Design Proof:** We will provide proof of the main logo to be used onsite with ample time for edits.
6. **Roster/Typesetting:** We will provide typesetting for a COMPLETE LIST OF TEAM AND COMPETITOR NAMES to be used on the back of shirts as a customization option for buyers.
7. **Inventory:** We will provide a minimum of Twelve (12) styles of garments for sale.
  - **Quantity:** We will have an adequate number of products on hand throughout the entire event so that everyone can benefit from the large selection of items and customization options.
  - **Quality of Production:** All our products are guaranteed not to crack, peel, or bleed for up to 2 years from purchase.
8. **Quality of Presentation:** We will provide an attractive Sales Kiosk that will draw spectator and participant attention with colorful displays and graphics. All displays will be subject to review and approval of Wheaton Park District.
9. **Professional Staff:** We will provide an adequate number of professionally trained sales staff onsite at each event for the agreed upon times.





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10. **Venue Coverage:** If multiple venues are utilized, Fine Designs commits to provide sales staff at all additionally agreed upon locations.
11. **Online Store (if mutually agreed):** We will assist Wheaton Park District with additional revenue sources by hosting an online store to sell official pre- and post-event merchandise as well as other apparel items mutually agreed upon.
  1. **Customization:** All online apparel is customizable, which will optimize sales. Go to: [Store.FineDesigns.com](http://Store.FineDesigns.com) to see the full functionality of the site.
  2. **Maintenance:** Fine Designs will handle all aspects of the online store, including design, hosting, e-commerce capabilities, order fulfillment, and customer service functions.
    - We will provide web banner advertisements as needed for e-mail blasts and website advertising.
    - We ship products directly to customers or have the option for coaches to pick up orders onsite at registration.
    - The online store will be available before and after each event so that everyone has a chance to purchase the event specific merchandise.
  3. **Online Sales Reports:** An itemized report including total sales received to-date, is to be sent the 30th of every month unless otherwise specified from the launch date of each store. The check for online sales totals will be sent 3 weeks following each event.

### Wheaton Park District AGREES TO THE FOLLOWING:

1. **Exclusive Souvenir Apparel:** Allow Fine Designs to have the exclusive selling rights on souvenir apparel.
2. **Named Official Event Merchandiser:** Name Fine Designs the "Official Event Merchandiser" of Wheaton Park District agreed events.
3. **Roster Provision:** Wheaton Park District will provide team and competitor names (if available) in excel format no later than four (4) days prior to the start of the event (for printing onto the back of apparel items).
4. **Logo Property:** All data produced as a result of this program shall remain the sole property of the Wheaton Park District.
5. **Provisions:** Wheaton Park District is to provide prime sales location (space accommodations are to be agreed upon by both parties).





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6. **Outside Vendors:** Wheaton Park District agrees to seek approval from Fine Designs for any other vendors to be allowed to sell any type of screenprinted apparel at any events covered. The sale of the Official Event logo merchandise is exclusively limited to Fine Designs. If Fine Designs grants approval, Fine Designs will have the first choice of sales location(s) at each venue.
7. **Revenue Sharing:** If revenue sharing is required, Fine Designs shall not be responsible for providing any additional percentage or vendor fees to any third party. Wheaton Park District will handle all responsibility and negotiations if revenue sharing is required.

Director of National Sales for Fine Designs, Inc., Katie Colvin, shall serve as booking/tracking agent.

I agree to commit the organization I represent for the term stated in agreement for the charges related to the support of services requested. I have read the instructions and stipulations on this form and agree to comply with them as conditions for use of FDI services. I understand that Fine Designs, Inc. has the exclusive right to sell event apparel at the event. If it is discovered that any company other than Fine Designs, Inc. is selling apparel with the event name and or the event logo, that company must be immediately expelled from the event and the host will forfeit any and all commissions due from Fine Designs.

Client represents that it is the owner of all trademarks, service marks, names, and/or logos (the intellectual property) submitted to Fine Design, or that it has received proper authorization or license to use the same from others and can provide written proof of such authorization to Fine Designs upon request. Client agrees to indemnify Fine Designs from any and all expenses, including legal fees and damages, arising out of the unauthorized use of another's intellectual property.

The sale of Official Event logo AND screenprinted apparel is exclusively limited to Fine Designs.





Both parties understand that this document is subject to revision if both parties mutually agree to modify it before or during the contract term. By signing this document, you are agreeing to all the terms and conditions of this proposal and would like to step into a partnership agreement with Fine Designs.

*Fine Designs Authorized Signature*

*Wheaton Park District Authorized Signature*

Katie Colvin  
Fine Designs | Senior Account Executive  
February 14, 2017  
815.276.3034

Mark Gartland

February 16, 2017



## Donna Siciliano

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**From:** Mark Gartland  
**Sent:** Thursday, February 23, 2017 10:47 AM  
**To:** Mike Benard; Donna Siciliano; Nicole Chesak  
**Subject:** Contract with Fine Designs  
**Attachments:** Fine Designs Contract 2017.pdf

Hello Mike and Donna –

I am sending over a contract for Mike's signature, with Fine Designs. They are the t-shirt vendor for the 2017 Wings Spring Classic. This is the same vendor and terms that we had last year.

Thank you,

Mark



Mark Gartland | Athletic Manager  
630.510.5016 | [wheatonparkdistrict.com](http://wheatonparkdistrict.com)  
*create.* discover. **play.**

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