

Company: Fine Designs Imprinted Sportswear, Inc.

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OFFICIAL EVENT MERCHANDISER

Date:

February 26, 2015

Prepared for:

Brad Keene

Wheaton Wings Soccer Club / Wheaton

Park District

Prepared by:

Katie Colvin

National Director of Sales & Development Fine Designs Imprinted Sportswear, Inc.

Description: On behalf of Fine Designs, Inc., I am proud to present the following proposal for consideration.

This strategic partnership would join our efforts in the creation of a comprehensive merchandising sales management program for the agreed event(s):

• Wheaton Wings Spring Classic ~ May 15-17, 2015



FINE DESIGNS INC AGREES TO THE FOLLOWING:

- 1. Pay WHEATON PARK DISTRICT a minimum guarantee of \$1,200 for the exclusive apparel sales for the aforementioned tournament(s). If there are less than 150 teams in attendance at said tournament, the minimum guarantee will be waived and commission will be paid based on the scale below (see 2.). In the event of said tournament(s) being cancelled either in its entirety of in part, due to weather or any other act of God or reason beyond Fine Designs control, the minimum guarantee will be waived and commission will be paid based on the scale below (see 2.).
- 2. Pay WHEATON PARK DISTRICT according to the following formula below for the exclusive apparel sales for the aforementioned tournament(s):
 - * 28% of Gross Sales if event generates sales of \$15,000 or more.
 - * 25% of Gross Sales if event generate sales of \$14,999 or less.
- 3. **Commission Payment:** Commission will be paid by check, which will be mailed 14-21 business days after the last day of the event.
- 4. Donated Items:
 - a. **Staff/Volunteer shirts** Donate up to 80 Event T-shirts at no cost to **WHEATON PARK DISTRICT**. Items will be yellow short-sleeved tshirts with a large tournament logo on the chest and an optional print on the back (STAFF, COACH, VOLUNTEER, etc). If additional shirts are needed they can be purchased for \$7 each.
 - b. **Coupons** Donate coupons good for \$3 off Fine Designs' merchandise to be passed out to and used only by the Wheaton Wings soccer program participants.
- 5. **Logo Design:** Provide all event logos, slogans and other decals at no charge, or use existing artwork.
- 6. Roster/Typesetting: Provide typesetting for COMPLETE LIST OF TEAM AND COMPETITOR NAMES to be used on the back of shirts as requested by clients.
- 7. Design Proof: Provide PROOF of ALL artwork to be used on-site with ample time for edits
- 8. Inventory: Provide no less than eight (8) styles of garments for sale.
- Quality of Production: Provide Sales Kiosk will be aesthetically pleasing and draw spectators and participant's attention with colorful displays and graphics. All displays will be subject to review and approval of WHEATON PARK DISTRICT.
- 10. **Professional Staff:** Provide and compensate professionally trained onsite salespeople at agreed upon times at each event site.

WHEATON PARK DISTRICT AGREES TO THE FOLLOWING:

- 1. **Exclusive Souvenir Merchandiser:** Fine Designs shall have exclusive selling rights on Souvenir apparel (i.e. onsite screen printing) and all other sport-specific screenprinted apparel.
- 2. Revenue Sharing: It is understood and agreed upon through this agreement that WHEATON PARK DISTRICT holds the exclusive authority to assign merchandise rights for its tournaments. Therefore, Fine Designs shall not be required to pay any percentage of sales to host facilities and/or other facility merchandise rights holders at any of WHEATON PARK DISTRICT tournament venues unless otherwise agreed. If revenue sharing is required, WHEATON PARK DISTRICT will handle negotiations and Fine Designs shall not be responsible for providing any additional percentage of sales to any other party.





WHEATON PARK DISTRICT AGREES TO THE FOLLOWING (CONTINUED):

- 3. **Logo Property:** All data produced as a result of this program shall remain the sole property of **WHEATON PARK DISTRICT**.
- 4. **Space Provision:** Provide prime locations for vendor booth (space accommodations to be agreed upon by both parties).

Katie Colvin, National Director of Sales & Development for Fine Designs, 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 <u>exclusive right</u> 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 forefeit 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.

Client agrees to seek Fine Designs written approval for any other vendors and/or suppliers to be allowed to sell ANY TYPE of apparel at any events covered as part of this partnership. Fine Designs will not unreasonably withhold its approval. The sale of Official Event logo apparel is exclusively limited to Fine Designs.

Both parties understand that this document is subject to revision if both parties mutually agree to modify during the contract term.

If you agree with all terms and conditions of this partnership, please sign and fax to (815)425-3000 or email to katie@finedesigns.com.

FINE DESIGNS IMPRINTED SPORTSWEAR AUTHORIZED SIGNATURE	WHEATON PARK DISTRICT AUTHORIZED SIGNATURE
name: Katie Colvin	name dul Bern
title: National Director of Sales & Development	title: Exactue Dealer
signature:	signature
date: 2.26.15	date: 3/9/15