

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 8/18/2021

Contract/Agreement Vendor: Midwest Sporting Goods/Adidas America, Inc

Name of Vendor		
<u>Scott Branan</u>		<u>918-237-2662</u>
Contact Person		Phone Number
<u>4906 S Memorial Dr</u>		
Address		
<u>Tulsa</u>	<u>OK</u>	<u>74145</u>
City	State	Zip
<u>sbranan24@gmail.com</u>		
Email address – if vendor wants the agreement returned via email		

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9 _____ And _____

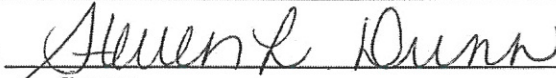
Vendor Registration _____

Person Submitting Contract/Agreement for Review: Steve Dunn Athletic Department
Name Site

Reason for Review: (New Agreement, Renewal...): Renewal Agreement

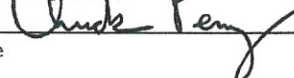
Audience/Group to benefit from Contract/Agreement: Athletics

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: 
Signature

Does this Contract/Agreement utilize technology? No Yes
 Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____
(Signature) Ben Stout, Chief Technology Officer

Leadership Team (formally Cabinet Member): 
Signature

Funding Source: Athletics
Description OCAS Coding

Process: PLEASE FOLLOW ALL STEPS

1. The Contract/Agreement is reviewed and approved by site Principal/ Director/Administrator
2. If Technology related, the Contract/Agreement is reviewed by Ben Stout, Chief Technology Officer
3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on _____"
Date of Board Meeting
5. Attach this form with Contract/Agreement and Board Memo
6. **The appropriate Leadership Team Member will review and submit to the Contract Committee**
7. Keep copy for your records

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



MEMORANDUM

To: Dr. Janet Vinson

From: Steve Dunn

Date: September 13, 2021

Re: Midwest Sporting Goods/Adidas America, Inc.: Consent Agenda

SUBJECT

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Midwest Sporting Goods/Adidas America, Inc. Midwest Sporting Goods/Adidas America, Inc. will be the exclusive provider to Broken Arrow Athletics Teams for ADIDAS footwear, apparel, equipment and accessories through normal Broken Arrow Public Schools purchasing procedures. S. Dunn

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

Midwest Sporting Goods/Adidas America, Inc. will provide the Broken Arrow athletic program with discounts and promotional products throughout the agreement.

FUNDING

Fund 11/Project 160

RECOMMENDATION

Approve



This Team Agreement (this "Agreement") is entered into between ADIDAS America, Inc., an Oregon corporation ("adidas"), and Broken Arrow High School ("School"), effective as of the first day of the Term (as defined below). The parties agree as follows:

1. **Term.** This Agreement starts on 4-10-2018 and ends 3-31-2023, and shall automatically renew for one year each time unless adidas or School terminates according to this Agreement. This is a binding agreement. This agreement includes but is not limited to the following sports and their participants: **ALL**

2. **adidas Products.** During the Term, ADIDAS will provide School with merchandise listed below, during each School Year (defined as **April 10 through March 31**) of the Term. Promotional Merchandise" means orders from the ADIDAS Team Sales Catalog. Unused promotional merchandise amounts, as of 5:00 PM EST **March 31**, are forfeited by School. As a result, promotional merchandise cannot be carried from one School Year to the next. For each School Year, during the Term, ADIDAS shall provide the following types and values of Promotional Merchandise:
 - a. During this Agreement, the School will receive:
 - 1) Athletic Director's Office will receive **\$210,000 through the course of this agreement (\$45,000/yr. for first two years...then \$40,000/yr. for final three years)**. in ADIDAS promotional product (excluding uniforms/practice gear/bags/socks) at ADIDAS retail price for each year of this agreement.
 - 2) Football program will receive **One set of 100 uniforms at no charge** in the first year of the agreement.
 - 3) ADIDAS will provide customized marketing tools featuring the Broken Arrow logo and the ADIDAS logo. These items will include banners/ media curtain/ table cloths.
 - 4) Each program that makes the State Tournament will receive **\$1000** in ADIDAS promotional product at ADIDAS retail price.
 - 5) Each program that wins a State Championship will receive **\$2500** in ADIDAS promotional product at ADIDAS retail price.
 - 6) Broken Arrow High School will be part of the "adidas E-Comm cash back program." Adidas will provide the district a coupon code to be given to all students, parents, staff, or general public so that purchases can be made directly from the adidas E-Comm website at 20% off MSRP and free shipping. Adidas will quarterly provide a 5% rebate in the form of a check or direct deposit to Broken Arrow High School based on all purchases on the E-Comm site.
 - b. Promotional merchandise allocation is the sole responsibility of the **Athletic Director's Office**.
 - c. There are no returns or exchanges on promotional/free product.
 - d. Unused promotional merchandise amounts, as of 5:00 pm on **3/31** each year of this Agreement, are forfeited. As a result, promotional merchandise cannot be carried from one school year to the next.
 - e. Purchase Orders are not required for all free product (free uniforms, promo product, etc.)

3. **Promotional Merchandise:**
 - a. During this Agreement, the School will receive:
 - 1) Athletic Director's Office will receive **\$210,000 through the course of this agreement (\$45,000/yr. for first two years...then \$40,000/yr. for final three years)**. in ADIDAS promotional product (excluding uniforms/practice gear/bags/socks) at ADIDAS retail price for each year of this agreement.
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 - c. There are no returns or exchanges on promotional/free product.
 - d. Unused promotional merchandise amounts, as of 5:00 pm on **3/31** each year of this Agreement, are forfeited. As a result, promotional merchandise cannot be carried from one school year to the next.
 - e. Purchase Orders are not required for all free product (free uniforms, promo product, etc.)

4. **Products Included:** Team ADIDAS Footwear, Apparel, Equipment and Accessories

5. **Pricing:**

During the term of this Agreement, The School will be eligible to purchase adidas at the following discounts:

i. adidas Stock Footwear	40% off ADIDAS Team Catalog MSRP
ii. adidas Apparel + Accessories	40% off ADIDAS Team Catalog MSRP
iii. Custom Uniforms	40% off ADIDAS Team Catalog MSRP

6. **Exclusive Use.** During the Term, School shall ensure that each Team (including all students, staff, coaches, and athletic administrative staff, which are individually defined as "Participant") exclusively uses and wears adidas Products whenever engaged in any sporting event and any other athletic activities, including games and practice sessions, being photographed or filmed by motion picture or video tape, posting to social media, and conducting or participating in camps or clinics. ADIDAS Team Uniforms need be purchased ONLY on school's normal, set uniform purchase rotation.
7. **Rights of First Refusal.** School shall not enter into an endorsement or similar agreement with a third party without first giving adidas an opportunity to enter into an agreement with School for such rights on the third party terms and conditions, measured solely in terms which are material, measurable and matchable ("Third Party Terms"). School shall notify adidas of the Third Party Terms it receives for any Third Party Deal. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have 30 days from its receipt of the Third Party Terms to match such Third Party Terms. If adidas matches the Third Party Terms, then School shall enter into a new agreement with adidas consistent with the Third Party Terms.
8. **Miscellaneous.**
- **Confidentiality.** Subject to applicable state public records law, the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party.
 - **Compliance with Law.** Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.
 - **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
 - **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.
 - **Assignment.** School may not assign, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without adidas's prior written consent.
 - **Construction.** The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement.
 - **School/adidas Relationship.** Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership or joint venture relationship between the parties.
 - **Entire Agreement.** This Agreement, together with the terms and conditions of the adidas Team Sales catalog and of the account or credit application completed in connection with execution of this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.
 - **Warranties.** adidas shall not be liable for any injury or damage suffered by School or its students from wearing or using adidas Products, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**
 - **Representations and Warranties.** Each party represents and warrants that such party (i) is not party to any agreement, contract or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.
9. **Termination.** adidas may, in its sole discretion, reduce the amount of Promotional Merchandise if the School fails to wear adidas Products as required or spats. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or

nature are intended to survive the expiration or termination of this Agreement, including Sections 5 and 6 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

adidas America, Inc.

BROKEN ARROW HIGH SCHOOL

Name:
Title:

Name
Title: