



CONFIDENTIAL: This agreement shall remain confidential between the parties. It is a draft proposal for discussion purposes only and no representations contained herein are binding on either party until a final document is executed by both parties and exchanged between them.

Sponsorship Agreement TYR Sport, Inc., Kachemak Swim Club

A. Term. This is a four (4) year Sponsorship Agreement (“Agreement”) between TYR Sport, Inc. and Kachemak Swim Club (“TEAM”) for the provision of aquatic apparel and equipment (“the Product”) to TEAM beginning at the signing of the agreement continuing through December 31, 2024. TYR reserves the first right of refusal for additional contracts.

B. Primary Performance Apparel & Equipment Sponsorship. TYR is the primary aquatic performance apparel and equipment sponsor for TEAM.

C. TYR Team Benefits.

1) Staff Outfitting – In year one (1) of the Agreement, TYR will provide the following package for TEAM staff outfitting*:

a. Head Coaches

- Four (4) TYR Polos
- One (1) TYR Jacket
- One (1) TYR Bag

b. Assistant Coaches

- Two (2) TYR Polos
- One (1) TYR Jacket or TYR Bag

*Specific coach styles provided shall be designated by TYR at its sole discretion. TYR will provide the above staff outfitting upon TEAM reaching \$2,500 in retail sales.

2) TYR Team Discount – On team orders annually, TYR will work with TEAM’s designated team dealer to ensure TEAM receives a 20% discount on select team products (warm-ups, parkas, backpacks and training equipment) ordered through the designated TYR dealer.

3) TEAM SUPPORT VOUCHER ALLOTMENT – TYR will provide TEAM with **\$1,000** in Value in Kind support in each year of the agreement. Vouchers can be redeemed at www.tyr.com and expire at the end of the contract year in which they are issued. Vouchers do not carry over beyond the contract year in which they are issued and any value not redeemed will be forfeited.*

**TYR will provide the above voucher annually upon the TEAM achieving of \$7,500 in retail sales. TEAM Retail sales will be confirmed with TYR and TEAM’s retailer. In Year One (1) of the agreement TYR will provide the above voucher upon TEAM Achieving \$5,000 in retail sales.*

4) Qualifier Benefits – TYR will ensure the following discounts and provide product packages for qualified athletes attending the corresponding competition on an annual basis subject to



certain styles. In order to receive the benefits, Coach or Team Administrator must submit qualifier names three (3) weeks in advance of the designated competition. Qualified athletes must compete in an individual event and must race in a TYR technical suit at the designated meet in order to receive any free product in the qualifier package. If a swimmer does not choose to wear TYR tech suit, swimmer will forfeit qualifier benefits*.

- a) Olympic Trials & USA Swimming Senior National qualifiers
 - One (1) free TYR tech suit plus 40% off any additional tech suits
 - One (1) free TYR warm-up set or parka as needed for first time qualifiers
 - One (1) free TYR backpack as needed for first time qualifiers
 - One (1) free TYR training suit
 - One (1) free TYR t-shirt

- b) USA Swimming Junior National, Futures Championship qualifiers
 - 30% off any TYR tech suit
 - One (1) free TYR apparel item (ex: hoodie, warm up jacket, training suit)
 - One (1) free TYR backpack as needed for first time qualifiers
 - One (1) free TYR t-shirt

- c) USA Swimming Sectionals qualifiers
 - 30% off TYR tech suit of choice

*Specific qualifier styles provided shall be designated by TYR at its sole discretion. If team retail sales drop below \$5,000 TYR reserve the right to refuse Qualifier Benefits.

D. Conditions. TEAM must agree to and abide to the following terms:

- 1) Select TYR products as designated team outfitting and equipment items for use by its aquatic programs; including but not limited to team warm-ups, team backpacks, technical suits, team suits, team training suits, training equipment and team caps ordered by TEAM's designated team dealer through TYR Custom House.

- 2) Use only TYR products when on deck at meets, traveling with domestic or international teams or at any news conferences. TEAM and Coaches, will ensure that only TYR brand products will be used as the official TEAM suit, cap, bag, warmup, parka and team apparel of the TEAM. TEAM and Coaches are required to use and wear only TYR products when competing and/or training under the aforementioned TEAM. TEAM or Coach shall not wear apparel bearing the name, mark or logo associated with any business or entity that is in competition with TYR or its products.

- 3) Designate and promote TYR as the primary swimwear, swim equipment, and team apparel sponsor of TEAM on promotional material, on the official team web site, social media, team banners, team newsletter, heat/finals sheets during hosted competitions, and all custom team t-shirts and apparel). TEAM shall visibly display a TYR logo with a URL link to www.tyr.com on their home page during the term of this agreement.

- 4) TEAM agrees to develop TEAM outfitting and required TEAM apparel/training equipment



policy. TEAM agrees to provide TYR with TEAM's list of required team apparel items and recommended training equipment by age group or swimming level group. TEAM's required team apparel items and recommended training equipment list shall be developed in conjunction with head coach or TEAM's designee and approved by TYR before any transmission to TEAM's members. TEAM's dealer shall be notified as to TEAM's required team apparel and suggested equipment to help ensure better inventory availability during registration period(s) or championship seasons

- 5) TEAM agrees to develop team ordering portal within 60 days of effective date of this Agreement). Before entering into an agreement or renewing an existing agreement with a third party to operate TEAM's online team store, TEAM shall discuss such plans with TYR.
- 6) Both TEAM and TYR agree that its designated TEAM order portal or TEAM store shall only show and offer for sale TYR branded products or non-conflicting products which shall be defined as those products that TYR does not make or offer for sale. TEAM shall;
 - a. designate only TYR products on TEAM's recommended team apparel and equipment list.
 - b. insure its designated Dealer shows and offers only TYR apparel and TYR equipment for sale on TEAM's designated team ordering portal or TEAM store unless said product is in a product category that TYR does not make or does not offer for sale.
 - c. allow TYR full access to view its official TEAM apparel/equipment list, TEAM store or TEAM online order portal.
 - d. provide TYR with access to TEAM's complete sales history through their dealer and shall advise their designated Dealer to provide the TEAM's purchasing information upon request from TYR.
 - e. TEAM agrees to share other information such as gender breakdown, age or size breakdown, purchasing history to aid TYR and Dealer in planning TEAM's future product needs.
- 7) TEAM is required to provide TYR with the ability to market no more than 4 times a year directly to the TEAM's membership. These messages are subject to TEAM approval and will serve to provide the team with updated information on new TYR products as well as discounts specific to TYR Teams.
- 8) TYR shall have sponsorship rights to any designated meets hosted by TEAM. Sponsorship rights shall include naming rights (as specified), exclusive swim product selling rights, specified signage/advertising, and agreed upon promotional rights (inclusion of TYR name/logo in heat/final sheets, sponsor announcements, meet registration/information website, etc.).
- 9) TYR Banners – TYR will provide two (2) TYR banners* to be placed at mutually agreeable locations on the pool deck(s) and in the facility.
**Note these are not custom team banners these are TYR branded banners.*
- 10) Allow TYR representatives access to the coaching staff and select athletes for testing and evaluation of TYR products. TYR will advise coaching staff in advance of any on-site visits.



- 11) Promotional Merchandise** – For any orders to be supplied by TYR, TEAM shall provide TYR with adequate lead-time for its product needs (including sizes) to ensure complete availability by TEAM’s need date.
- 12) Shipping Policy on Promotional Products** being provided to TEAM - If product is in-stock at time of order, TYR will pay for and ship by regular ground transport (via UPS or similar ground carrier) TEAM’s promotional product needs as long TEAM places order a minimum of twenty one (21) days in advance of TEAM’s required need date to a domestic destination. TEAM shall be responsible for paying all shipping and handling costs for any promotional order requiring airfreight or expedited handling that is placed twenty (20) or less days from need date. TEAM shall be responsible for paying all shipping costs/brokerage costs/customs duties for any order being shipped to an international location. Providing product is available, TYR cannot be held responsible for ensuring TEAM’s delivery date is met for any order placed less than twenty (21) days in advance of their requested delivery date.
- 13) Due to changes in styles or addition of new items**, the specification of type or style of swimsuits, jackets, polo shirts, bags or other apparel items being supplied shall be at TYR’s designation and discretion unless specifically referenced the Agreement as to style number. Generic product references (i.e. warmups, jackets, bags, etc.), referenced in the Agreement shall not include seasonal, limited edition or Elite Apparel lines.

E. Violation. If TEAM fails to meet the requirements of this Agreement, TYR has the right to:

- 1) Refuse Technical Suit discount pricing.
- 2) Refuse access to TYR Team Benefits.
- 3) Renegotiate or Terminate Agreement.

F. Termination. TYR reserves the right to terminate or renegotiate this Agreement upon any of the following:

- 1) If COACH is no longer the Head Coach for TEAM;
- 2) If Coach or member of coaching staff takes any action inconsistent with his/her recommendation and endorsement of TYR and/or its products, or discourages use of TYR products in any manner whatsoever;
- 3) If Coach or member of coaching staff is sanctioned by USA Swimming or FINA or charged with any crime or felonious act;
- 4) If the commercial value of TEAM’s endorsement is substantially impaired by coach’s commission of any act which shocks or offends the community (including indictment for any crime or admission to a substance abuse treatment program) or which ridicules public morals and decency;



5) If TEAM breaches any other material term of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from TYR of such breach, TYR has the right to renegotiate, terminate, or seek other remedies related to this agreement;

6) If TYR fails to fulfill requirements outlined in the agreement and fails to seek remedies related to this agreement within sixty (60) days following receipt of written notice from TEAM, TEAM has the right to terminate.

G. Validation. If the head coach or administrator named below is no longer the primary decision maker for the team, this contract will remain valid through the term of the agreement.

H. Representation: TEAM represents to TYR that it has the full and unencumbered right, power and authority to enter into this Agreement and to grant the rights to TYR described hereunder. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

I. Confidentiality: TEAM and TYR agree that terms and conditions of this Agreement shall remain confidential between the parties and shall not be disclosed to anybody else.

J. Governing Law: This Agreement shall be governed by and interpreted pursuant to the internal laws of the State of New York.

This agreement is binding only when executed by all parties and exchanged between them.

Date: _____

TYR: Michael Galindo, Team Management Director

Date: _____

TEAM: Caleb Miller, Head Coach

Date: _____

TEAM: Board President