NCAA -- License Agreement.

LICENSE AGREEMENT

AGREEMENT effective _____, 19_____, and executed on the _____ day of _____, 19_____, between THE NATIONAL COLLEGIATE ATHLETIC ASSOCIATION, 6201 College Boulevard, Overland Park, Kansas 66211 (hereinafter called "the NCAA"), and _____ (hereinafter called "LICENSEE").

WHEREAS, the NCAA is a voluntary unincorporated association of colleges and universities located throughout the United States; and

WHEREAS, the NCAA has its name, the letters "NCAA," its seal, logo, and the phrases "National Collegiate Championships," "The Final Four," "Women's Final Four," "College Sports USA," "NCA Action," "College World Series," "Women's College World Series," and "Stagg Bowl" registered or pending for registration before the United States Patent Office (hereinafter collectively referred to as "the NCAA name"); and

WHEREAS, LICENSEE is a corporation organized under the laws of _____ and engaged in the business of manufacturing, promoting, selling and distributing _____; and

WHEREAS, LICENSEE desires to use the NCAA name in connection with the manufacturing and marketing of _____; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and payments hereinafter set forth, the parties hereby agree as follows:

1. Grant of License. The NCAA hereby grants to LICENSEE the right to use the NCAA name in the manner and to the extent hereinafter set forth.

2. Term. The first "Contract Year" shall be the period of time beginning on _____, 19_____, and ending _____, 19_____, [on which date this Agreement shall terminate unless renewed by mutual written consent entered into annually on or before the anniversary date(s) hereof for not more than two (2) additional one-year terms. In the event such option to renew is exercised, then] the second "Contract Year" shall be the period of time beginning on _____, 19_____, and ending _____, 19_____, and the third "Contract Year" shall be the period of time beginning on _____, 19_____, and ending _____, 19_____.

3. Minimum Royalties. LICENSEE agrees to pay to the NCAA minimum royalties of _____ for the first three Contract Years, subject to the termination of this Agreement in accordance with paragraph 25, payable in installments of _____ on the signing of this Agreement, _____ on or before _____, 19_____and _____ on or before _____, 19_____.

4. Percentage Royalties. In further consideration of the rights herein granted to LICENSEE, LICENSEE agrees to pay the NCAA royalties equal to six and one-half percent (61/2%) of net sales (gross sales less returns, discounts, postage, documented uncollectibles, freight, insurance and any import duties) of its products listed hereinabove that bear the NCAA name.

5. Late Payment Charge. All royalties payable hereunder are subject to a late payment charge of one and one-half percent (11/2%) per month. Said charge will be added to any royalty not paid within a thirty (30) day grace period commencing on the payment date.

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6. Royalties Statement. The percentage royalties herein provided shall be payable to the NCAA, except to the extent offset each year by minimum royalties, on a calendar quarterly basis. Within thirty (30) days after the end of each calendar quarter, LICENSEE will calculate and present to the NCAA a statement setting forth the net sales of each approved product for the preceding period, the aggregate amounts expended for advertising, promotion and development, and the net amount of royalties due to the NCAA. Each such statement shall be signed by an officer of LICENSEE, and there shall be contemporaneous payment to the NCAA of the amount owing.

7. Financial Reports. Financial reports provided by LICENSEE to the NCAA shall list separately information about sales and receipts pursuant to this Agreement.

8. New Logos. LICENSEE may, from time to time, develop new logos or insignia bearing the NCAA name for use on products to be manufactured and sold by LICENSEE. Any such logos or insignia shall at all times be the property of the NCAA and shall remain subject to the terms and provisions of this Agreement, including approval by the NCAA before any such use of same.

9. Prior Approval of Products and Indemnification. LICENSEE agrees that it will use the NCAA name only in connection with the marketing of products listed hereinabove, all of which shall be manufactured by LICENSEE, or under LICENSEE's direction and control, the specific type, kind, design, style and quality of which shall have been approved in advance in writing by the NCAA. In rendering its approval, the NCAA will be governed by reasonable standards of style and quality. If any products marketed hereunder shall be of lesser quality than the samples submitted to the NCAA for the approval, LICENSEE shall, upon reasonable notice from the NCAA, withdraw said products from the market and replace them with conforming products without charge or setoff to the NCAA, and shall indemnify the NCAA against any charge, suit or claim brought by reason of the lesser quality of said products. Marketing by LICENSEE will be done in such a way as to preserve the integrity, character and dignity of the NCAA and advance its purpose of fostering higher education. LICENSEE shall provide the NCAA in advance with samples of all licensed products and related literature, labels, artwork, displays, and advertising and promotional materials, and none shall be used or thereafter changed without the advance written approval of the NCAA.

10. Time for Written Approval. LICENSEE agrees that in order to protect and preserve the character and purposes of the NCAA, it will not use or market any product using or bearing the NCAA name without the advance written approval of the NCAA. The NCAA agrees to provide LICENSEE with its written approval or rejection within twenty (20) days following receipt of each written request for approval submitted by LICENSEE for the use of the NCAA name.

11. Geographical Limitation. LICENSEE agrees that products using or bearing the NCAA name shall be marketed, sold and distributed only in the United States of America, its territories and possessions, and that LICENSEE will not export any such products, or sell same for export, outside of said areas.

12. Non-Exclusive Grant. LICENSEE understands that its rights hereunder shall not be exclusive and that the NCAA may, during the time this Agreement is in effect, authorize any other person, firm or corporation to use the NCAA name in the marketing in the United States, its territories and possessions, of products listed hereinabove.

13. Heat Transfer Methods. LICENSEE agrees it will not utilize heat transfer methods to apply the NCAA name to licensed products.

14. Label or Hang-Tag. LICENSEE shall affix a label, hang-tag or other denotation to every product sold hereunder, in a form approved by the NCAA, stating that the product is officially licensed by the NCAA.

15. Marketing Standards. LICENSEE acknowledges familiarity with the purposes and high standards of conduct adopted by the NCAA as set forth in its constitution, and agrees to observe same at all times in the promoting and selling of articles of merchandise bearing the NCAA name. In order to maintain the NCAA's identity with intercollegiate athletics, LICENSEE agrees that all literature, labels, artwork, displays, advertising and promotional materials and activities pertaining to articles of merchandise bearing the

NCAA name shall be separate and distinct from any similar materials used or activities engaged in by LICENSEE relating to professional athletics.

16. Marketing Effort. LICENSEE agrees to advertise, promote and develop each product approved for marketing hereunder in a manner customary in the trade for the marketing of new products. LICENSEE agrees to expend not less than three percent (3%) of gross sales during each Contract Year for such purposes. At the close of each Contract Year, LICENSEE shall render an accounting to the NCAA of all sums expended by it for advertising, promotion and development of products sold hereunder. LICENSEE's failure to advertise, promote and develop, as herein provided, any product approved for marketing hereunder, or LICENSEE's failure to make royalty payments when due during any Contract Year, shall entitle the NCAA to terminate this Agreement upon thirty (30) days' written notice.

17. Representations by the NCAA. The NCAA represents and warrants that it has and will have, throughout the initial term of this Agreement and any extension or renewal thereof, the right to use the NCAA name at least to the full extent of the rights granted under this Agreement to LICENSEE, and that the making of this Agreement by NCAA does not violate any agreements, rights or obligations existing between it and others.

18. Representations by Licensee. Without limitation upon other provisions of this Agreement, LICENSEE agrees that during the term of this Agreement:

(a) It will not attack the title of the NCAA in and to the NCAA name or any trademark or service mark pertaining thereto, nor will it attack the validity of the license granted hereunder.

(b) It will not knowingly harm, misuse or bring into disrepute the NCAA name.

(c) It will manufacture, sell, advertise, promote and distribute the licensed product in an ethical manner and in accordance with the terms and intent of this Agreement.

(d) It will not create any expenses chargeable to the NCAA without the prior written approval of the NCAA.

(e) It will not, without the NCAA's prior written consent, enter into any sublicense or agency agreement for the sale or distribution of the licensed product, but consent is not required for LICENSEE's suppliers, distributors or dealers who make any part of or distribute or sell the licensed products.

19. Indemnification by Licensee. LICENSEE agrees to indemnify fully and save harmless the NCAA, its officers, agents, employees of and from any and all claims, demands and causes of action, costs and expenses, including attorneys' fees, arising out of anything done or purported to have been done by LICENSEE, or any of its agents, under this Agreement. In the event that any such claims arise during the term of this Agreement, the NCAA shall endeavor to cooperate with LICENSEE in protecting LICENSEE's rights granted herein.

20. Resale and Distribution to Public. LICENSEE shall sell the licensed products to jobbers, wholesalers, or distributors for resale and distribution to the public through direct mail and to retail stores and merchants for resale and distribution directly to the public. In the event the LICENSEE sells or distributes the licensed product at a special price directly or indirectly to itself, including, without limitation by specification, any subsidiary related in any manner to LICENSEE, or any officers, employees, directors or major stockholders of LICENSEE or any subsidiary, it shall pay royalties with respect to such sales or distribution based upon the price generally charged the trade by LICENSEE.

21. No Assignment. The Agreement may not be assigned or transferred in whole or in part without the written consent of the NCAA, except that LICENSEE may assign the contract to any wholly owned subsidiary of LICENSEE and, in conjunction with an NCAA championship, may assign rights to an on-site

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silk-screen printer in accordance with the terms of the Notification heretofore provided to LICENSEE, which Notification is attached hereto as Exhibit "A" and incorporated herein by reference.

22. Disposition of Inventory. Upon termination hereof, all rights of LICENSEE to use the NCAA name shall forthwith terminate except as to approved uses thereof on merchandise then on hand as inventory, which may continue to be sold under the terms of this Agreement for a period of six (6) months thereafter, subject to the percentage royalty payments provided herein.

23. Records. LICENSEE shall keep complete and accurate records of all sales upon which royalties hereunder may accrue; and the books, records, and accounts of LICENSEE pertaining to its business relating to this Agreement may be inspected and copied by the NCAA or its agents at any time during normal business hours upon giving reasonable notice to LICENSEE.

24. Cost of Inspection. In the event that such inspection reveals a shortfall in the amount of royalty paid to the NCAA from what was actually owed, LICENSEE shall pay such discrepancy, plus interest, calculated at the rate of one and one-half percent (11/2%) per month. In the event that such discrepancy is in excess of five thousand U.S. dollars ($5,000.00), LICENSEE shall also reimburse the NCAA for the cost of such inspection including any attorneys' fees incurred in connection therewith.

25. Termination upon Breach. Without limitation upon the terms of Paragraph 16 hereof, if either the NCAA or LICENSEE shall fail to perform any of the terms or conditions of this Agreement, and such failure or breach shall not be cured within thirty (30) days after giving written notice thereof, the other party shall have the right to terminate this Agreement without prejudice to the right of compensation for losses and damage thereby sustained, or to any other remedies provided by law.

26. Controlling Law. This Agreement shall be considered to have been entered into in the State of Kansas, and shall be interpreted in accordance with the laws of that state.

27. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitrtion hearing shall be held in Kansas City, MO.

28. Insurance. LICENSEE will obtain and maintain, throughout the term of this Agreement, product liability insurance in the amount of $5,000,000 per occurrence for bodily injury and property damage. Said insurance will protect the named insureds against any claims, demands, or causes of action or damages, including costs and attorneys' fees, arising out of any alleged defects in the licensed products, or the use thereof. Said insurance will name the NCAA as an additional insured. Said insurance will not be cancellable until at least thirty (30) days after written notice of cancellation is given to the NCAA. LICENSEE shall furnish to the NCAA a certificate of such insurance demonstrating that the above-stated coverage is in effect.

29. Notices. Notices by a party under this Agreement shall be deemed given when the same shall have been mailed, provided the same is mailed registered or certified, return receipt requested, and the postage is prepaid, addressed to the other party at the address listed above, or to such other address as the party may have subsequently furnished in writing to the other for this purpose.

30. Entire Agreement. This document constitutes the entire agreement between the parties hereto. There are no warranties or representations save as are expressly set out herein.

31. Non-Waiver. The acquiescence by either party to the late or incomplete performance of any duty or obligation to be performed hereinunder by the other party, is not a waiver of the requirement of timely and complete performance of any and all duties or obligations arising subsequent thereto.

32. Copies to CEO's. Upon request by the chief executive officer of any active member institution that is directly affected hereby, the NCAA may provide a copy of this Agreement to such person.

33. Final Execution. This Agreement shall not be binding upon the NCAA unless and until it is duly executed by the Executive Director of the NCAA or his designee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

THE NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION
By_____
Title_____

_____
By_____
Title _____

Attest:

_____

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