

New York State Public High School Athletic Association, Inc.

Encl. #10.20

March 31, 2011

STAFF

Nina Van Erk, Executive Director
Robert E. Stulmaker, Assistant Director
Todd Nelson, Assistant Director
Joe Altieri, Director of Marketing & Media
Kathleen Higle, Treasurer

OFFICERS

Mark J. Ward, President
Eileen Troy, 1st Vice President
Stephen Broadwell, 2nd Vice President
Patrick Pizzarelli, Past President



February 10, 2011

Athletic Director
Horseheads High School
One Raider Lane
Horseheads, NY 14845

Dear Athletic Director,

This year the NFHS and its partner, the Licensing Resource Group (LRG), launched the NFHS Licensing Program. The NYSPHSAA was pleased to be a part of this program from the onset. The program was designed to create a new revenue stream for high schools generated from royalties collected on school identified merchandise sold at national and regional retailers. In its first year, this unprecedented program has been very successful.

We are very happy to present you with the enclosed check that represents your school's revenue from the NFHS Licensing Program. This is just the beginning. We are confident that the program has endless opportunities and will continue to generate revenue for all participating schools.

If you would like to participate in this program in the future and continue to receive royalties, please complete the attached royalty agreement and return it to:

LRG Prep, LLC
Attn: Tom Lagone
442 Century Lane, Suite 100
Holland, MI 49423

If you prefer to file this form electronically, please visit www.nfhslicensing.com/agreement to register online.

If you have any questions regarding the agreement, please feel free to contact Tom Lagone at tom@lrgprep.com for more information.

The Association and LRG are confident the program has growth potential and will continue to generate revenue for all participating schools.

Sincerely,

Nina Van Erk
Executive Director

sms
Enclosures

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is by and between _____ (the "School") and LRG Prep, LLC, of 442 Century Lane, Suite 100, Holland, Michigan 49423 ("LRG"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the School and LRG agree as follows:

1. Use of Marks. The School gives LRG the **non-exclusive** right and a license to use its Marks and to authorize the distribution and sale of merchandise by vendors approved by LRG. "Marks" shall mean the School's school name, nicknames, mascots, logos, designs and graphics. "Products" shall mean all merchandise utilizing the School's Marks. LRG may place a tag, label, imprint, or other appropriate mark designating the Products as associated with a merchandising program of the National Federation of State High School Associations and/or state high school association.
2. Payments. The School will be paid a minimum royalty of fifty percent (50%) on Revenues received by LRG from the sale of Products. Royalties will be paid to the School within sixty (60) days after the end of each school year. "Revenues" means royalty income resulting from the sale of Products during the term of this Agreement, which is paid to LRG by third-party licensees. "Revenues" shall not include deductions made for commissions, freight, uncollectible accounts, costs incurred in the manufacture, sale, advertisement, or distribution of the Products, or any indirect or overhead expense.
3. Booster Clubs. **Nothing in this Agreement shall prevent the School's bookstore, booster club, concessionaires, or similar entities from purchasing, selling, marketing or distributing Products.**
4. Termination. This Agreement is effective upon execution by the School and will remain in effect with a perpetual term unless and until terminated in accordance with the provisions herein. **The School may terminate this Agreement at any time by sending written notice to LRG.** Upon termination, LRG and its vendors may continue to sell the existing inventory of Products, and after sale of the existing inventory LRG shall stop using the School's Marks.
5. Use of Marks. LRG will use manufacturers and vendors to produce and distribute the Products in a manner that maintains the **integrity, character, and reputation of the School**. To serve as example only and without limitation, distribution channels for Products may include large retailers such as Walmart, drug stores such as Walgreens, sporting goods stores and online retailers. The School authorizes its Marks to be used for manufacture and distribution by LRG's vendors and in order to perform rights under this Agreement can be assigned or sublicensed by LRG.
6. Ownership. LRG is not obtaining any ownership of the Marks, and except as licensed to LRG by this Agreement, **all rights in the Marks will be retained by the School**. The School represents to LRG that it is the owner of all rights in the Marks, that it has the right to license the Marks to LRG.
7. Miscellaneous. This Agreement is the entire understanding between the School and LRG. This Agreement supersedes all previous understandings or agreements, oral or written, between the School and LRG, and cannot be modified except by a written agreement signed by the School and LRG. The signatory below has the authority to enter into this Agreement on behalf of School.

The following signature represent the parties have read this Agreement in its entirety and by their execution below, the parties have agreed to all the terms and conditions of this Agreement.

Horseheads
[School]*

LRG Prep, LLC

By: _____

By: _____

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Please return this signed agreement by mail, fax or email to:

LRG Prep, LLC
442 Century Lane, Suite 100
Holland, Michigan 49423

Fax: (616) 395-2517
Email: Agreement@LRGPrep.com

***If you represent more than one school please list them below:**

[School 2]

[School 3]

[School 4]

39666

NEW YORK STATE PUBLIC HIGH SCHOOL
KHIGLE@NYSPHSAA.ORG

Misc

2/4/11

39666

Horseheads Central High School

\$168.08

39666

**NEW YORK STATE PUBLIC HIGH SCHOOL
ATHLETIC ASSOCIATION, INC.**

8 AIRPORT PARK BLVD
LATHAM, NY 12110-6414
518-690-0771
KHIGLE@NYSPHSAA.ORG

HSBC BANK, USA
EAST SETAUKET OFFICE
EAST SETAUKET, NEW YORK 11733
1-108-210

DATE	AMOUNT
Feb 4, 2011	\$ 168.08

KATHLEEN HIGLE, CPA TREASURER



AUTHORIZED SIGNATURE

PAY
TO THE
ORDER
OF

One Hundred Sixty-Eight and 08/100 Dollars

Horseheads Central High School
401 Fletcher St
Attn: Athletic Director
Horseheads, NY 14845

Security features. Details on back.

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