



Sponsorship Agreement

TYR Sport, Inc., City of Commerce Aquatics

A. Term. This is a four year and 4 month (4 year & 4 Month) Sponsorship Agreement ("Agreement") between TYR Sport, Inc. City of Commerce Aquatics ("TEAM") for the provision of aquatic apparel and equipment ("the Product") to TEAM beginning Signing of the contract, and continuing through December 31st 2020 . 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 – TYR will provide TEAM staff outfitting for select coaches as needed. Staff outfitting is ordered through a TYR Sports Promotions Representative. Substitutions of equal valued coaching apparel will be accepted depending on availability. Staff outfitting is on an as needed bases.

a. Head Coach

- Two (2) TYR Polos
- One (1) TYR Jacket (Warm-up or Fleece)
- One (1) TYR Bag (Coaches Briefcase or Backpack)

b. Assistant Coaches

- Two (2) TYR Polos
- One (1) TYR Jacket (Warm-up or Fleece)

2) TYR FlexBucks: TEAM can qualify for TYR FlexBucks to be redeemed at www.tyr.com for purchase of TYR swimwear, apparel, accessories or training equipment. TYR FlexBucks will be issued in the form of a voucher once TEAM reaches Level 1 in retail sales volume through the designated team dealer.* FlexBucks Bonus amount will be 10% of retail sales volume measured in \$5,000 sales increments tracked annually (January 1st – December 31st).**

TEAM BONUS LEVEL	RETAIL SALES VOLUME	FLEXBUCKS BONUS
1	\$10,000	\$1,000
2	\$15,000	Additional \$500
3	\$20,000	Additional \$500



3) TYR Team Discount – On one (1) team order annually, TYR will provide a 20% discount on select team products (warm-ups, parkas, backpacks and training equipment) through the designated TYR dealer.

4) Qualifier Benefits – TYR will provide the following benefits for qualified athletes attending the corresponding competition on an annual basis. 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 a TYR technical suit in order to receive the benefits.

- a) Olympic Trials & USA Swimming Senior National qualifiers**
 - One (1) free TYR tech suit plus 40% off any additional suits needed
 - One (1) free TYR warm-up (jacket and pant) as needed for first time qualifiers
 - One (1) free TYR backpack as needed for first time qualifiers
 - One (1) free TYR t-shirt
- b) NCSA Juniors, Junior Nationals , & Futures Championship qualifiers**
 - 40% off TYR tech suit of choice
 - One (1) free TYR warm-up (jacket and pant) as needed for first time qualifiers
 - One (1) free TYR backpack as needed for first time qualifiers
 - One (1) free TYR t-shirt
- c) USA Swimming Sectionals**
 - 30% off TYR tech suit of choice
 - One (1) free TYR t-shirt
- d) Age Group Championship qualifiers**
 - 20% off TYR tech suit of choice on two team orders annually

E. 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, team caps and training equipment.



- 2)** Use only TYR products when on deck at meets, traveling with domestic or international teams or at any news conferences.
- 3)** Promote TYR as the primary sponsor of TEAM on promotional material (including but not limited to the official team web site, team banners, team newsletter, heat sheets during hosted competitions, and all custom team t-shirts and apparel).
- 4)** TYR Banners – TYR will provide two (2) TYR banners to be placed at mutually agreeable locations on the pool deck during meets and other team-hosted events if possible. *Please note these are not custom team banners these are TYR branded banners.*
- 5)** TEAM shall use its best efforts to ensure that, by no later than the conclusion of the second contract year, December 31st 2018 , at least ninety percent (90%) of the TEAM is outfitted in a TYR suit and at least fifty (50%) of the TEAM is outfitted in TYR warm-ups and bags.
- 6)** 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.
- 7)** 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
- 8)** Shipping Policy - 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.
- 9)** Designate TYR as the Primary Sponsor with naming rights and exclusive apparel sales through an approved TYR dealer to one mutually agreed upon meet annually hosted by TEAM.



F. 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.

G. Validation. If the head coach 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. Governing Law: This Agreement shall be governed by and interpreted pursuant to the internal laws of the State of California.

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

Date: _____

TYR: Brent Smith, Team Sales & Promotions Manager

Date: _____

City of Commerce