

PERSONAL AND CONFIDENTIAL

MARKETING AND ADVERTISING REPRESENTATION AGREEMENT

This Marketing and Advertising Agreement ("Agreement"), executed effective as of the date signed (the "Effective Date"), by Plum High School and between HOME TEAM MARKETING, LLC, ("HTM"), with offices located at 812 Huron Road, Cleveland, Ohio 44115, Attn: Peter Fitzpatrick and Plum High School located at 900 Elicker Rd., Pittsburgh, PA 15239

WHEREAS, Plum High School holds certain marketing rights in relation to Athletic Department, including print media (game programs), arena and stadium signage, public address announcements, promotions, on-site booth rights, access to the school or athletic website and other ancillary marketing rights.

WHEREAS, Plum High School engages HTM to become a marketing representative to sell and market these marketing rights (with the provision that Plum High School has the right to approve all types of advertising being provided by HTM). Also, with the provision that HTM agrees not to solicit local based companies (for sponsorship).

NOW, THEREFORE, in accordance with these recitals and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Appointment. Subject to the terms hereof, Plum High School hereby appoints HTM as a marketing representative to sell and market the above marketing rights and to seek and negotiate sponsor agreements for the marketing rights as set forth above.
2. Limitations of HTM Rights. Plum High School has the right to notify HTM of any sponsors it does not want to affiliate with at any time. HTM will not seek any sponsors that produce or promote products that are illegal for persons under age 18 (i.e. tobacco, alcohol, etc.) HTM will not seek any beverage category agreements that may conflict with Plum High School's agreement with a beverage company (in most cases, Pepsi or Coca-Cola).
3. Term. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of three (3) years. Thereafter, this Agreement shall automatically renew for successive three (3) year terms (each "Renewal Term"; the Initial Term and Renewal Terms are collectively the "Term") unless written notice is received by either party within thirty (30) days prior to the completion of each term; or until terminated by either party as hereinafter provided. The effective date of such termination shall be the "Termination Date."
4. Collection of Revenue. HTM shall invoice and collect all revenue related to its sale of the Plum High School marketing rights with respect to the rights granted by Plum High School under Section 1 of this Agreement. With regard to Gross Revenue, its collection and the subsequent distribution of Net Revenue (as outlined herein below), HTM agrees to work cooperatively to establish and maintain sound internal control measures acceptable to both parties that will serve to safeguard the assets in question and generate accounting records that are accurate and complete.
5. Revenue Split. HTM agrees to remit to Plum High School a royalty equal to fifty percent (50%) of the Net Revenue collected and received by HTM (the "Revenue Split") in regards to the Plum High School marketing rights. HTM shall retain the remaining fifty percent (50%) of Net Revenue. For purposes of this Agreement, "Net Revenue" shall be defined as Gross Revenue received by HTM with respect to the Plum High School marketing rights under Section 1 of this Agreement, less the costs of producing any sponsorship elements (i.e. signs, printed inserts). In most cases, HTM will endeavor to charge an additional cost to sponsors

to cover such "production fees." All such "production fees" will be paid directly to HTM to serve as reimbursement for production expenses incurred by HTM. HTM will provide clear documentation on "production fees."

6. Cooperation. It is the intent of this Agreement that the parties will cooperate fully with each other in order to achieve the mutual objective of generating revenue for Plum High School through use of promotions, marketing and advertising. Both parties shall use their mutual best efforts to obtain any necessary approvals, permits or licenses necessary to carry out the purposes of this Agreement. Plum High School shall represent HTM as its agent with respect to the rights granted herein (non-local) and shall refer to HTM all inquiries with respect thereto.

7. Restrictions on Representations. Plum High School and HTM mutually agree that HTM may provide, does provide, and will continue to provide in the future the same or similar services to those provided under this Agreement to other schools and may engage in other related or similar businesses and ventures without limitation. Such representation shall not constitute a conflict of interest of HTM's duties to Plum High School hereunder nor shall it give rise to any claim of any kind against HTM. HTM will act exclusively as a national sales representative with respect to the rights mentioned above granted within this agreement. **Plum High School retains its own rights in respect to all local fundraising through these rights.** "National Exclusivity" is defined as the ability to sell Plum High School's offerings in conjunction with at least one other school's similar offerings. By entering an agreement with HTM, school understands that it will not sign an agreement with any other company that desires to sell advertising at Plum High School as part of a larger "network" of schools for any of the rights included in this agreement. This includes companies that offer rotational scoreboards, scoring tables or systems for both indoor and outdoor facilities.

8. Termination. The term of this Agreement is subject to early termination by either party upon the occurrence of any of the following circumstances:

- (a) The filing by or against either party in any forum or jurisdiction of any petition, voluntary or involuntary, for relief in bankruptcy for either adjudication of bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or an action for receivership of any nature or for an assignment for the benefit of such party's creditors;
- (b) The dissolution of either party for any reason, where such party shall not continue, without interruption, its business affairs;
- (c) The occurrence of any material default under this Agreement by either party that such defaulting party fails to commence to cure within thirty (30) days after receipt of written notice, that specifies the default, and thereafter fails to diligently proceed to cure; or
- (d) By mutual agreement.

9. Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party to this Agreement be obligated or liable to the other party with respect to (i) any indirect, incidental or consequential damages or for lost profits, lost revenues or damage to goodwill or reputation, or (ii) any claim arising from the solely intentional or negligent act of the party seeking indemnification.

10. Relationship of Parties. This Agreement does not create an employer-employee relationship, a partnership or joint venture between the parties.

11. Notice. Any and all notices required or permitted to be given under this Agreement, shall be sufficient if furnished in writing and sent by certified mail, return receipt requested, to the recipient's address shown above, unless written notice of a change in such address shall have been properly given in accordance

with this provision. Notices shall be deemed delivered upon deposit of such notice in a regularly maintained receptacle for the United States Mail.

12. Binding Effect and Assignability. All covenants and agreements contained in this Agreement by or on behalf of the parties, shall bind and inure to the benefit of their respective successors and assigns; provided, however, that this Agreement or any rights granted hereunder may not be assigned, voluntarily or involuntarily, by either party without the prior written consent of the other party.

13. Section Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not form a part to be used in any manner to construe any claims or clauses of this Agreement.

14. Entire Agreement: Modification. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No modification of this Agreement shall be valid unless in writing signed by Plum High School and HTM.

15. Partial Enforceability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, including facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17. Authority. Each party hereto represents and warrants to the other that the individual signing this document below has the fully authority to bind any entity for which said individual is signing to the terms and conditions hereof and that this Agreement and the performance of the covenants and agreements hereof are fully authorized and performable by and binding upon said entity.

18. Law Governing. This Agreement shall be deemed to have been made and shall be governed by, construed and enforced in accordance with the laws of the State of Pennsylvania without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

Plum High School

HOME TEAM MARKETING LLC

Date: _____

Date: _____

Signature: _____

Signature: _____

Name (print): _____

Name (print): _____

Title: _____

Title: _____

* All information in the Agreement is confidential and not intended for distribution outside your organization. All concepts within this Agreement remain the property of HTM®. All rights reserved.