

Contract Number CCSU18 22

**AGREEMENT**  
**BETWEEN**  
**Central Connecticut State University**  
**AND**  
**Billings Sports, Inc**

This Agreement ( Contract ) is entered into by and between Central Connecticut State University a constituent unit of the State of Connecticut System of Higher Education with an address of 1615 Stanley Street New Britain Connecticut 06053 (hereinafter the Institution ) and Billings Sports Inc (hereinafter the Contractor ) with a principal place of business at 706 East Main Street Menden Connecticut 06450 to provide Institution s Athletic teams with Nike Footwear Apparel Uniforms and Accessories and identify CCSU s Athletic Department as a Nike University pursuant to an award made to Contractor (RFP# 2017 13)

**I GENERAL**

1 Institution shall

- a Require all CCSU Athletic Teams to exclusively wear Nike Footwear Apparel Uniforms and Accessories during all competitions and public athletic appearances
- b Require all CCSU Athletic Teams to not wear or use any non Nike products on game day or during travel unless otherwise agreed upon in writing by the parties Specific CCSU teams will have the opportunity to wear non Nike Footwear upon mutual agreement of the parties Review and agreement of teams that will be allowed to wear non Nike Footwear shall be determined on an annual basis
- c Require all Athletic Department coaches to exclusively use Nike Products during games and public athletic appearances
- d Require that all Athletic Department staff members to not use or wear any products that are competitors to Nike during games and public athletic appearances
- e Purchase all Nike Products through Billings Sports except for items l i f and l i g below
- f Reserve the right to outfit the Women s swimming team with championship and tech swim suits purchased directly through Nike Swimming during the duration of the contract
- g Reserve the right to purchase and outfit the Men s and Women s Golf teams directly through Nike Golf during the duration of the contract
- h Not be required to purchase all new Nike uniforms in the first year of the contract When scheduled to purchase uniforms for their respective athletic teams CCSU agrees that those uniforms will be Nike uniforms and purchased from the Vendor
- i Pay all shipping costs associated with the purchase of Nike Products unless merchandise is delivered via Contractor s company van

2 Contractor shall

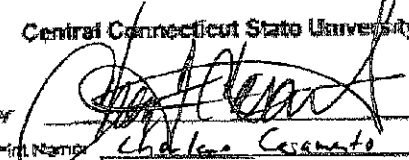
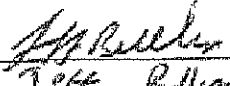
- a Provide CCSU Athletics with Nike Footwear Apparel Uniforms and Accessories with the following pricing discounts
  - i 45% off retail for Nike items apparel stock uniforms stock headwear practice wear apparel related accessories and equipment
  - ii 45% off retail for footwear
  - iii 45% off retail for modified and custom uniforms
- b Provide access to the Nike Employee store located in Greenland New Hampshire to CCSU s Athletic Director Athletic Administrators and Coaches
- c Provide during each year of the Contract the a corporate sponsorship to the Institution in the amount of Three Thousand Dollars (\$3 000 00) payable in two (2) equal payment of One Thousand Five Hundred Dollars (\$1 500 00) in September and March
- d Provide the following product consideration

- v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
- vi. Unauthorized use of Institution vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University key;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform, and
- xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards. Contractor will require its employees to comply with the standards listed in Professional Standards and 22 (a) above. The Institution may at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1 (1) or 1 2(a) above or in violation of any law or standards adopted by the Institution from time to time, as required to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

**V ACCEPTANCE OF AGREEMENT**

IN WITNESS WHEREOF the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Central Connecticut State University	Billings Sports, Inc
By 	By 
Print Name <u>Charles Casarato</u>	Print Name <u>Jeff Bellinger</u>
Title <u>CEO</u>	Title <u>owner</u>
Date <u>8/1/2017</u>	Date <u>7/26/17</u>

**By the Connecticut Attorney General:**

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General in counsel from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated December 30, 2015. Therefore, no signature is required below.