



Board of Directors Meeting – Agenda Item

Date of BOD Meeting: 9/23-9/24 Submitted by: FHSAA Staff BOD Committee Ind.

For which Committee: Finance Governance Operations

Item is for: Action Discussion Information only

For General Business Meeting Item is: Action Discussion Information only

Data Source: _____ (i.e. FHSAA Bylaw/Policy, Fla. Statute, etc.)

Topic:

Paragon Marketing Group has once again asked for permission for up to two boys and two girls basketball teams, from Florida if they qualify, to have their school's basketball season lengthened and any other necessary waivers in order to participate in a nationally televised tournament April 4-6, 2019.

Detailed Information (brief statement--background, observations, data, etc.):

See Attachment - 2 attachments: a copy of the proposed contract with the FHSAA and a copy of the individual school proposed contracts to be issued to participating schools.

Provide attachment(s) as applicable

Executive Director Recommendation:

The Executive Director recommends approval.

Rationale & Impact:

This event has been a great educational and athletic experience for those member schools who have participated over the past eight years. The event receives praise from our coaches, athletic directors, and school administrators. This nationally televised event brings a great deal of attention and excitement to high school interscholastic athletics.

Alternative to Recommendation:

Printed Name of Individual/Committee Submitting Item
William Adams
Printed Name of FHSAA Staff Member Presenting Item

Signature
William Adams
Signature

Florida High School Athletic Association
11111 South 13th Avenue, Plant City, Florida 34686
www.fhsaa.org



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 5420 Old Orchard Road
 Skokie, IL 60077
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 www.paragonmarketing.biz

May 24, 2019

Mr. George Tomy
 Executive Director
 Florida High School Athletic Association, Inc.
 1801 NW 80th Boulevard
 Gainesville, FL 32606

Mr. Tomy:

The following will serve as an Agreement (“Agreement”) between Paragon Marketing Group L.L.C. (“PMG”) and the Florida High School Athletic Association, Inc. (“FHSAA”) for the FHSAA to provide an exemption for member schools to participate in the 2019 GEICO Basketball Nationals tournament (“GEICO Nationals”). The GEICO Nationals will serve as a postseason high school tournament for both boys and girls teams and will be held April 4-6, 2019.

1. Dates

The GEICO Nationals will take place April 4-6, 2019 (Thursday, Friday and Saturday). Boys’ teams will arrive at the host city on Wednesday, April 3 and depart the host city on Saturday, April 6, 2019. Girls’ teams will arrive at the host city on Thursday, April 4 and depart on Saturday, April 6, 2019.

2. Format

Boys: Eight (8) team single elimination tournament with the Quarterfinals on April 4, Semifinals on April 5 and Championship on April 6, 2019.

Girls: Four (4) team single elimination tournament with the Semifinals on April 5 and the Championship on April 6, 2019. Please note that PMG retains the right to alter the girl’s format to a one game challenge Event.

3. Television

The GEICO Nationals will be televised live across the ESPN networks (“Telecast”). Exact time-periods are to be finalized, but television coverage will be as follows:

Tournament Round	Day/Date	Coverage*	Time-Period EST*
Boys Quarter-Finals (4 Games)	April 4, 2019	ESPNU	12PM, 2PM, 4PM, 6PM
Boys Semi-Finals (2 Games)	April 5, 2019	ESPN2	3:00PM, 5:00PM
Boys Championship (1 Game)	April 6, 2019	ESPN	12PM
Girls Semi-Finals (2 Games)	April 5, 2019	ESPNU	11:00AM, 1:00PM
Girls Championship (1 Game)	April 6, 2019	ESPN2	10AM

*Network Coverage and Time-periods are subject to change per ESPN.

4. Host City and Venue

The 2019 GEICO Basketball Nationals will be held in the New York, New York. The game will be played at Christ the King High School in Middle Village, New York.

5. Participating Team Requirements

Only high school basketball teams whose rosters consist of legitimate high school players will be eligible to participate in the GEICO Nationals. Teams with post-graduates, 5th year seniors, or players who do not meet the NFHS age standards will not be eligible to participate.

Participating teams will be required to provide the following warranty:

- A. It has the full power and authority to participate in the GEICO Nationals.
- B. It has all rights necessary to its grant of rights to PMG in this Agreement.
- C. The making and/or performance of this Agreement does not violate any agreement the participating team has with any third party.
- D. The rights PMG has acquired from the participating team and its legal and proper use of those rights pursuant to this Agreement do not and will not infringe on or violate the rights of any third party.
- E. It will do nothing to interfere with or impair any of PMG's rights in this Agreement.
- F. If required, it has received all necessary grant of rights and permissions from its respective governing body (Conference, League, District, Association) to participate in the GEICO Nationals.
- G. Its boys and girls varsity basketball rosters for the 2018/19 season will consist of legitimate 4-year high school players and will not include post-graduates, 5th year seniors or players who do not meet the NFHS age standards.
- H. Its boys and girls varsity basketball rosters for the 2019 GEICO Basketball Nationals will not include any players that transfer to the school after December 31, 2018 with the exception of transfers due to legitimate relocation of parents and family/custody.

6. Grant of Rights

The FHSAA hereby grants its member institutions the right to participate in the GEICO Nationals as described herein and warrants that member school participation will not violate any by-laws or rules of the FHSAA, or that such bylaws or rules have been waived. In addition, the FHSAA grants PMG the right to approach its member schools regarding their participation in the GEICO Nationals.

7. FHSAA Approval and Rights Fees

In-exchange for approving member schools the right, at their discretion, to participate in the 2019 GEICO Basketball Nationals, PMG will pay the FHSAA the following rights fees:

- \$2,500 for allowing member schools to participate.
- Additional \$7,500 if one or more member school is selected and participates in the GEICO Nationals.

We fully realize that even with FHSAA approval, it is at the discretion of each individual member school to determine if they would like their teams to participate. However, if the member school elects to participate in the GEICO Nationals it will enter into an Agreement in the form attached hereto as "Example Draft".

8. PMG Guarantees

PMG guarantees that if it invites one (1) or more qualified FHSAA member boys' school to participate it will also invite a minimum of one (1) qualified FHSAA member girls' school to participate.

9. School Compensation, Travel, Meals and Accommodations

If an FHSAA member boys or girls team(s) participates in the GEICO Nationals, then that school will receive the following compensation:

- \$10,000 merchandise account with Nike

In addition, PMG will organize and schedule team travel and logistics and cover all travel-related expenses for a party of up to twenty (20) people. The travel party is defined as players, coaches, trainer, and school administrators.

The participating school(s) will be responsible for any damages related to hotel rooms caused by its travel party or any of their guests. The participating school(s) assumes all risk and responsibility for any personal property and/or equipment brought on the trip that may be damaged, lost, stolen or left behind after the Event, and will hold PMG and FHSAA harmless from any such loss or damage.

10. Selection Process

When regular and postseason high school basketball play has been completed across the nation the boys and girls teams that are eligible to participate in the GEICO Nationals will be chosen by an ESPN High School selection committee. Part of the selection process will include team rankings in the USA Today Rankings or another nationally known High School rankings system. If the top ranked FHSAA member school is chosen, its participation in the GEICO Nationals must be approved by the FHSAA. If it is not approved by the FHSAA, then the next ranked team that is approved by the FHSAA might be selected to receive an invitation to participate based upon the ESPN High School selection committee. If, at this time, an FHSAA member boys and/or girls team(s) who has signed a written agreement to participate is selected, then that team is obligated to participate in the GEICO Nationals.

11. ESPN Production Requirements

The participating FHSAA school(s) will be required to provide the following materials and information to ESPN's production team at least ten (10) days prior to the GEICO Nationals:

- A. Player headshot photographs that follow the guidelines provided by ESPN unless an objection is raised by an individual student athlete or his/her parents.
- B. Information gathering lists that outline the High School's history and other pertinent information that ESPN's production team requires for the broadcast.
- C. Team Roster with positions.
- D. Coaches' questionnaire to be filled out by the Head Coach and top Assistant Coaches.
- E. Player questionnaires to be filled out by all players unless an objection to do so is raised by an individual student-athlete or his/her parents.

12. Telecast and GEICO Nationals Copyright and Ownership

PMG owns all rights, title and interest in the GEICO Nationals and Telecast in all media whether now known or hereafter devised, through the universe in perpetuity including without limitation, television, on-line webcasts, motion picture films, newspapers and magazines and in all forms including without limitation, for advertising, publicity or promotional purposes. The FHSAA recognizes that PMG will fully transfer all rights, titles and interest in the Telecast to ESPN and that PMG will exclusively retain all GEICO Nationals and Telecast sponsorship and commercial advertising revenue as well as GEICO Nationals ticket sales revenue.

As a result, it is understood that ESPN will have the exclusive, perpetual right to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "distribute") the GEICO Nationals and its/their constituent elements and any other material pertaining to the GEICO Nationals in ESPN's possession and control throughout the universe, by all means and media now known or subsequently developed, on a live and/or delayed basis, without limitation as to the number of uses. ESPN also has the right to make reproductions of the Telecast and its/their constituent elements and to use, exhibit and deal with those reproductions in any manner or media whatsoever, including but not limited to the right to incorporate the Telecast and/or its/their constituent elements into other works for commercial profit.

ESPN requires such telecast copyright and ownership rights as described above so it is free and clear to re-broadcast the content and/or use portions of the content via its media channels without having to secure additional licenses or permissions primarily for the following purposes: game re-airings, game highlights in news and college sports shows and player high school highlights for those individuals who may go on to participate in college and/or professional basketball.

13. Insurance and Indemnification

PMG agrees to indemnify and hold the FHSAA harmless from any and all liabilities, obligations, losses, claims, lawsuits, damages, injuries, costs and expenses arising out of or in connection with any willful misconduct, or gross negligence, or negligence on the part of PMG, its employees, representatives, or agents in connection with its performance of its obligations to the FHSAA under this Agreement.

FHSAA agrees to indemnify and hold PMG harmless from any and all liabilities, obligations, losses, claims, lawsuits, damages, injuries, costs and expenses arising out of or in connection with any act or omission, willful misconduct, or gross negligence, or negligence on the part of FHSAA, its employees, representatives, or agents. It is clearly understood that neither the participating FHSAA member schools, nor its students or representatives are agents of FHSAA and FHSAA will not be liable for any act or statement of such school or their agents.

PMG will secure general liability insurance for the GEICO Nationals having a limit of at least \$1,000,000 for injuries to any one person and a limit of at least \$2,000,000 for injuries to any number of persons arising out of the same accident as well as property damage insurance having a limit of at least \$1,000,000. If either its boys and/or girls team(s) participate in the GEICO Nationals, the FHSAA will be listed as an additional insured and PMG will provide the FHSAA with a certificate of insurance.

Each FHSAA member school selected will secure and maintain General Liability and Athletic Participant Liability insurance and will name PMG and ESPN as additional insureds.

14. Force Majeure

If the staging or the Telecast of the GEICO Nationals should be prevented or canceled due to any act of God, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather, failure of technical, production or television equipment, or for any other reason beyond the control of PMG, or the FHSAA, then neither PMG nor the FHSAA shall be obligated in any manner to the other with respect to the GEICO Nationals or Telecast or Rights Fees, but all other rights PMG may have in this Agreement shall remain in effect and shall not be affected in any manner. If, however, the GEICO Nationals should be postponed or delayed, then PMG shall have the right to elect to Telecast the GEICO Nationals on its rescheduled date in accordance with all of the terms hereof or to not Telecast the rescheduled GEICO Nationals, in which case PMG shall not be obligated in any manner to the FHSAA therefor.

15. Warranty

The FHSAA represents and warrants to PMG that:

- a. It has the full power and authority to make and perform this Agreement.
- b. It has all rights necessary to its grant of rights to PMG in this Agreement.
- c. The making and/or performance of this Agreement does not violate any agreement with any third party.
- d. The rights PMG has acquired and its exploitation of those rights pursuant to this Agreement do not and will not infringe on or violate the rights of any third party.
- e. It will do nothing to interfere with or impair any of PMG's rights in this Agreement.
- f. Its member schools have represented to the FHSAA that their boys and girls varsity basketball rosters for the 2018/19 season will consist of legitimate 4-year high school players and will not include post-graduates, 5th year seniors or players who do not meet the NFHS age standards.

PMG represents and warrants to the FHSAA that it has the right to enter into this Agreement and perform all of its obligations pursuant to this Agreement.

16. Camera/Documentary Crews

The participating FHSAA school(s) must notify PMG of any commercial camera/documentary crews following said FHSAA boys and/or girls varsity basketball team(s) upon receiving this Agreement. Said FHSAA school(s) will provide PMG with the contact information of such commercial camera/documentary crews within thirty (30) days of the GEICO Nationals.

17. Confidentiality

All financial terms and conditions of this Agreement will remain confidential between PMG and the FHSAA and will not be disclosed to any third party unless Florida State Law requires release of such information. In addition, the FHSAA will not publicly or privately disclose or discuss any details about the GEICO Nationals or ESPN telecasts until after a formal press release has been written and sent to the media by PMG.

Please note that the 2019 GEICO Basketball Nationals will formally be considered finalized only once PMG has received written agreement from a minimum of eight (8) boys participating

institutions and/or leagues and/or state associations and a minimum of four (4) girls participating institutions and/or independent leagues and/or state associations.

If the terms of this Agreement are acceptable, please have an authorized representative of the FHSAA indicate its acceptance by signing below and returning a copy to my attention. This document will serve as a final and binding Agreement between the parties.

Very truly yours,
Paragon Marketing Group, LLC

By: Rashid Ghazi, Partner

Accepted and agreed by an authorized representative of the FHSAA who represents and warrants that he has the full right, power and authority to enter into this Agreement and to perform the obligations granted to PMG under this Agreement:

Mr. George Tomyn _____

Signature

Title

Date



Paragon Marketing Group, LLC
 5420 Old Orchard Road
 Skokie, IL 60077
 P 847.676.6550 F 847.676.6551
 www.paragonmarketing.biz

Date

Addressee
 Title
 Full School Name
 Street Address
 City, State, Zip Code

The following will serve as an Agreement (“Agreement”) between Paragon Marketing Group L.L.C. (“PMG”) and School Name (“SCHOOL ABBREVIATION”) of City, Florida in regards to “SCHOOL ABBREVIATION” boys’ varsity basketball team participating, if selected, in the 2019 GEICO Basketball Nationals Tournament (“GEICO Nationals”). The GEICO Nationals will serve as a postseason high school basketball tournament for both boys and girls teams and will be held April 4-6, 2019 in New York City, New York (“Event”).

1. Dates

The GEICO Nationals will take place April 4-6, 2019 (Thursday, Friday and Saturday). Boys’ teams will arrive at the host city on Wednesday, April 3 and depart the host city on Saturday, April 6, 2019. Girls’ teams will arrive at the host city on Thursday, April 4 and depart on Saturday, April 6, 2019.

2. Format

Boys: Eight (8) team single elimination tournament with the Quarterfinals on April 4, Semifinals on April 5 and Championship on April 6, 2019.

Girls: Four (4) team single elimination tournament with the Semifinals on April 5 and the Championship on April 6, 2019.

3. Television

The GEICO Nationals will be televised live across the ESPN networks (“Telecast”). Exact time-periods are to be finalized, but television coverage will be as follows:

Tournament Round	Day/Date	Coverage*	Time-Period EST*
Boys Quarter-Finals (4 Games)	April 4, 2019	ESPNU	12PM, 2PM, 4PM, 6PM
Boys Semi-Finals (2 Games)	April 5, 2019	ESPN2	3:00PM, 5:00PM
Boys Championship (1 Game)	April 6, 2019	ESPN	12PM
Girls Semi-Finals (2 Games)	April 5, 2019	ESPNU	11:00AM, 1:00PM
Girls Championship (1 Game)	April 6, 2019	ESPN2	10AM

*Network Coverage and Time-periods are subject to change per ESPN.

4. Host City and Venue

The 2019 GEICO Nationals will be held in the New York, New York. The game will be played at Christ the King High School in Middle Village, New York.

5. Compensation, Travel, Meals and Accommodations

If the boys' varsity basketball team is selected and participates in the GEICO Nationals, then School Name will receive the following compensation:

- \$10,000 merchandise account with Nike;

If the "SCHOOL ABBREVIATION" boys' team participates in the GEICO Nationals, then PMG will manage and pay for all of "SCHOOL ABBREVIATION"'s travel, meals and accommodations to and from the GEICO Nationals for a traveling party of up to twenty (20) people. Travel Party is defined as players, coaches, school administrators and/or the spouse and/or the children of the head coach ("Travel Party"). "SCHOOL ABBREVIATION" will be fully responsible for any and all damages caused by any member of its Travel Party during the event to the host hotel, airline, ground transportation, and Event venue. "SCHOOL ABBREVIATION" assumes all risk and responsibility for any personal property and/or equipment brought into the accommodations that may be damaged, lost, stolen or left at the accommodations after the Event, and will hold PMG harmless from any such loss or damage.

6. Selection Process

When regular and postseason high school basketball play has been completed across the nation the boys and girls teams that are eligible to participate in the GEICO Nationals will be chosen by an ESPN High School selection committee. Part of the selection process will include team rankings in the USA Today Super 25 Rankings. If the top ranked FHSAA member school is chosen, its participation in the GEICO Nationals must be approved by the FHSAA. If it is not approved by the FHSAA, then the next ranked team that is approved by the FHSAA might be selected to receive an invitation to participate based upon the ESPN High School selection committee. If, at this time, an FHSAA member boys' team who has signed a written agreement to participate is selected, then that team is obligated to participate in the GEICO Nationals.

7. Grant of Rights

"SCHOOL ABBREVIATION" hereby grants PMG:

A. Telecast Rights

The exclusive right to feature the "SCHOOL ABBREVIATION" boys' varsity basketball team in the Event Telecast on a live and/or tape delayed basis in any and all forms of media and to use the "SCHOOL ABBREVIATION" trademarks, logos and other identifying features to be provided to PMG ("School Name marks"), for the purpose of the Event, Telecast and all marketing, promotional and advertising activities related to the Event and Telecast. "SCHOOL ABBREVIATION" hereby recognizes that PMG will own the exclusive worldwide media rights including but not limited to Telecast and internet in perpetuity to the Event. "SCHOOL ABBREVIATION" recognizes that PMG will transfer said rights to ESPN and that ESPN will be the sole owner of the Telecast, its copyright and all its constituent elements. "SCHOOL ABBREVIATION" also guarantees that it has secured appropriate rights for PMG to use the "SCHOOL ABBREVIATION" trademarks, logos and other identifying features to be provided to PMG for the purposes of the Event and Telecast.

As a result, it is understood that ESPN will have the exclusive, perpetual right to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "distribute") the Event and its/their constituent elements and any other material pertaining to the Event in ESPN's possession and control throughout the universe, by all means and media now known or

subsequently developed, on a live and/or delayed basis, without limitation as to the number of uses. ESPN also has the right to make reproductions of the Telecast and its/their constituent elements and to use, exhibit and deal with those reproductions in any manner or media whatsoever, including but not limited to the right to incorporate the Telecast and/or its/their constituent elements into other works for commercial profit. However, "SCHOOL ABBREVIATION" has right of prior approval to:

- i. Any and all uses of the "SCHOOL ABBREVIATION" trademarks in connection with promotion and marketing of the Event and Telecast as controlled by PMG.
- ii. Notwithstanding the foregoing, "SCHOOL ABBREVIATION" recognizes that ESPN will promote the Telecast and may do so at its discretion without formal approval from "SCHOOL ABBREVIATION" as long as the promotion is done in a manner that is consistent with industry-standard guidelines used for how the network promotes telecasts of high school and college basketball games.

B. Sponsorship and Sideline Rights

"SCHOOL ABBREVIATION" agrees and recognizes that PMG exclusively owns and controls in-venue sponsorship rights, including but not limited to:

- i. Exclusive right to display sideline, baseline and in-venue signage for national and local sponsors of the Event. "SCHOOL ABBREVIATION" agrees not to display camera and non-camera visible in-venue signage.
- ii. Exclusive control of sideline beverages and the right to provide water, isotonic and/or supplement sports drinks and nutritional beverages and shakes, coolers, cups, squeeze bottles and bench towels to each team.

8. ESPN Production Requirements

"SCHOOL ABBREVIATION" will provide the following materials and information to ESPN's production team at least ten (10) days prior to the Event:

- A. Player headshot photographs that follow the guidelines provided by ESPN unless an objection is raised by an individual student-athlete and his/her parents.
- B. Information gathering lists that outline the High School's history and other pertinent information that ESPN's production team requires for the broadcast.
- C. Team Roster with positions.
- D. Coaches' questionnaire to be filled out by the Head Coach and top Assistant Coaches.
- E. Player questionnaires to be filled out by all players unless an objection to do so is raised by an individual or his/her parents. Nothing in this questionnaire shall seek any information, including but not limited to grade point average, class schedule or medical information that is confidential and exempt pursuant to 1002.22, Fl. Stats. 1002.221, Fl. Stats., 20 U.S.C. 1232g, and 34 C.F.R. 99.01, *et seq*

9. Telecast and GEICO Nationals Copyright and Ownership

PMG owns all rights, title and interest in the GEICO Nationals and Telecast in all media whether now known or hereafter devised, through the universe in perpetuity including without limitation, television, on-line webcasts, motion picture films, newspapers and magazines and in all forms including without limitation, for advertising, publicity or promotional purposes. "SCHOOL ABBREVIATION" recognizes

that PMG will fully transfer all rights, titles and interest in the Telecast to ESPN and that PMG will exclusively retain all GEICO Nationals and Telecast sponsorship and commercial advertising revenue as well as GEICO Nationals ticket sales revenue.

ESPN requires such telecast copyright and ownership rights as described above so it is free and clear to re-broadcast the content and/or use portions of the content via its media channels without having to secure additional licenses or permissions primarily for the following purposes: game re-airings, game highlights in news and college sports shows and player high school highlights for those individuals who may go on to participate in college and/or professional basketball.

10. Indemnification and Insurance

PMG agrees to indemnify and hold "SCHOOL ABBREVIATION" harmless from any and all liabilities, obligations, losses, claims, lawsuits, damages, injuries, costs and expenses arising out of or in connection with any willful misconduct or gross negligence, or negligence on the part of PMG, its employees, representatives, or agents in connection with its performance of its obligations to "SCHOOL ABBREVIATION" under this Agreement.

"SCHOOL ABBREVIATION" agrees to indemnify and hold PMG and the FHSAA harmless from any and all liabilities, obligations, losses, claims, lawsuits, damages, injuries, costs and expenses arising out of or in connection with any act or omission, willful misconduct, or gross negligence, or negligence on the part of "SCHOOL ABBREVIATION" its employees, representatives, or agents. It is clearly understood that neither the participating FHSAA member schools, nor its students or representatives are agents of FHSAA and FHSAA will not be liable for any act or statement of such school or their agents.

PMG will secure general liability insurance for the GEICO Nationals having a limit of at least \$1,000,000 for injuries to any one person and a limit of at least \$2,000,000 for injuries to any number of persons arising out of the same accident as well as property damage insurance having a limit of at least \$1,000,000. If either its boys and/or girls team(s) participate in the GEICO Nationals, "SCHOOL ABBREVIATION" will be listed as an additional insured and PMG will provide "SCHOOL ABBREVIATION" with a certificate of insurance.

"SCHOOL ABBREVIATION" will secure and maintain General Liability and Athletic Participant Liability insurance and will name PMG and ESPN as additional insureds.

11. Camera/Documentary Crews

"SCHOOL ABBREVIATION" must notify PMG of any commercial camera/documentary crews following said FHSAA varsity basketball team upon receiving this Agreement. "SCHOOL ABBREVIATION" will provide PMG with the contact information of such commercial camera/documentary crews within thirty (30) days of the GEICO Nationals.

12. Force Majeure

If the staging or the Telecast of the GEICO Nationals should be prevented or canceled due to any act of God, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather, failure of technical, production or television equipment, or for any other reason beyond the control of PMG or "SCHOOL ABBREVIATION" then neither PMG nor "SCHOOL ABBREVIATION" shall be obligated in any manner to the other with respect to the GEICO Nationals or Telecast, but all other rights PMG may have in this Agreement shall remain in effect and shall not be affected in any manner. If, however, the GEICO Nationals should be postponed or delayed, then PMG

shall have the right to elect to Telecast the GEICO Nationals on its rescheduled date in accordance with all of the terms hereof or to not Telecast the rescheduled GEICO Nationals, in which case PMG shall not be obligated in any manner to "SCHOOL ABBREVIATION" therefore.

13. Warranty

"SCHOOL ABBREVIATION" represents and warrants to PMG that:

- A. It has the full power and authority to participate in the GEICO Nationals.
- B. It has all rights necessary to its grant of rights to PMG in this Agreement.
- C. The making and/or performance of this Agreement does not violate any agreement the participating team has with any third party.
- D. The rights PMG has acquired from the participating team and its legal and proper use of those rights pursuant to this Agreement do not and will not infringe on or violate the rights of any third party.
- E. It will do nothing to interfere with or impair any of PMG's rights in this Agreement.
- F. If required, it has received all necessary grant of rights and permissions from its respective governing body (Conference, League, District, Association) to participate in the GEICO Nationals.
- G. Its boys' and/or girls' varsity basketball rosters for the 2018-2019 season will consist of legitimate 4-year high school players and will not include post-graduates, 5th year seniors or players who do not meet the NFHS age standards.
- H. Its boys' and/or girls' varsity basketball rosters for the 2019 GEICO Nationals will not include any players that transfer to the school after December 31, 2018 with the exception of transfers due to legitimate relocation of parents and family/custody.

14. Confidentiality

All financial terms and conditions of this Agreement will remain confidential between PMG and "SCHOOL ABBREVIATION" and will not be disclosed to any third party unless applicable law requires release of such information. In addition, "SCHOOL ABBREVIATION" will not publicly or privately disclose or discuss any details about the GEICO Nationals or ESPN telecasts until after a formal press release has been written and sent to the media by PMG.

We appreciate your efforts and look forward to School Name participating in what should be an outstanding tournament. In the meantime, please feel free to call with any questions or comments.

If the terms of this Agreement are acceptable, please have an authorized representative of "SCHOOL ABBREVIATION" indicate its acceptance by signing on the following page and returning a copy to my attention. This document will serve as a final and binding Agreement between the parties.

Very truly yours,
Paragon Marketing Group, LLC

By: Rashid Ghazi, Partner

Accepted and agreed by an authorized representative of "SCHOOL ABBREVIATION" who represents and warrants that he/she has the full right, power and authority to enter into this Agreement and to perform the obligations granted to PMG under this Agreement:

Name (Printed)

Signature

Title

Date

Accepted and agreed upon by an authorized representative of the FHSAA who represents and warrants that he has the full right, power and authority to enter into this Agreement and to perform the obligations granted to PMG under this Agreement:

Mr. George Tomyn

Signature

Title

Date