

NFL FLAG Football 2005 Terms & Conditions

When signed below by your organization, the terms and conditions of this form will constitute the agreement between your organization and NFL Properties LLC ("NFLP") with respect to the staging of an NFL FLAG football league. Send NFL FLAG registration forms, NFL FLAG equipment order form, team schedules, and payment in full together to the address listed on the NFL FLAG Football website. All equipment will take at least 2-3 weeks to arrive.

Responsibilities of Your Organization and NFLP. Your organization agrees to organize and stage a community-based NFL FLAG football league (a "League") for boys and girls ages 6-14 years old. NFLP will provide the equipment, rules, and uniforms. Your organization will provide the local program expertise and management. Your organization will decide how much each participant will pay to cover costs (we suggest it not exceed \$75.00). Out of your league registration fee, a \$15 fee for each participant is payable to NFLP. For each participant, your League will receive an NFL FLAG jersey, an NFL FLAG flag belt with two flags, and a Certificate of Excellence (copy provided online). For each team in your League, you will receive two footballs. Your organization will use its best efforts to promote the League and enroll participants. NFLP recommends running a fall program beginning in September and a spring program beginning in March or April. The length of the season and amount of games each team play is discretionary. NFLP encourages you to participate in both seasons, but you may choose to stage a League in the spring or fall only. Your organization is responsible for securing a park or playground in your area in which to play games. Except as otherwise noted above, your organization will be responsible for all aspects of promoting, organizing, and staging its League and all costs associated with these activities. Your organization agrees to send to NFLP at the address noted on the website all names, addresses, and other demographic information of participants and coaches of the Leagues collected by your organization (through the NFL FLAG Registration Form, Online Database and/or the FLAG participant pre-formatted spreadsheet all to be found on the website).

Liability/Indemnification/Insurance. Neither NFLP, NFL Ventures LP, the National Football League and its member professional football clubs ("Member Clubs"), nor their respective officers, directors, shareholders, employees, sponsors or agents (collectively the "NFL Parties") will be liable for any injury of any kind, sustained by any league participant, spectator, or any other individual by reason of the negligence of your organization or any other third party. It is further understood that your organization will indemnify and hold harmless the "NFL Parties" above from and against any and all liability, damage, loss, cost, or expense (including, without limitation, attorneys' fees and disbursements, and any damages or charges imposed for the violation of any law or ordinance) arising out of or in connection with the participation of your organization or its employees, servants, or agents in the leagues, or any breach of these terms and conditions by your organization. Your organization agrees to obtain and/or maintain a general commercial liability insurance policy with coverage of no less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury and advertising injury, and to name those listed above as additional insured. In addition such policies shall be endorsed specifically to state that it is primary and non-contributory. NFLP will provide each league participant with the following insurance coverage at no additional cost to your organization: \$10,000 Accidental Death & Dismemberment; \$25,000 Accidental Medical Expense Benefit; \$3,000 Dental. League will ensure that such policies will list the NFL Parties as additional insureds; and will provide that they cannot be cancelled without at least thirty (30) days prior written notice to NFLP.

Intellectual Property Ownership. This agreement grants no rights to your organization to make any uses of the trademarks of the NFL and its Member Clubs (the "NFL Marks") including,

but not limited to, the NFL FLAG football league name and logo, the terms "National Football League", "NFL", the names, logos, symbols, helmet designs, uniform designs, except as specifically contemplated by this agreement or any use of NFLP's sponsors, trademarks and logos. NFLP owns all proprietary rights in and to the leagues including, without limitation, any trademarks and copyrights therein, and any and all ancillary, subsidiary, and derivative rights thereto. Any intellectual property produced by your organization in connection with the league will be considered a "work made for hire" for NFLP specifically ordered or commissioned by NFLP with NFLP being deemed the sole author of all such results and proceeds. Any items produced hereunder must be pre-approved in writing by NFLP prior to being distributed. To the extent that title to any such work may not by operation of law vest in NFLP or such work is not considered a "work made for hire," all rights, title, and interest will be deemed irrevocably assigned to NFLP. As between your organization and NFLP, all rights in and to the trademarks, copyrights, and other intellectual property rights of the NFL and its Member Professional Football Clubs ("Member Clubs") will be the sole and exclusive property of NFLP. Your organization may seek funding for its league from individuals or corporations, provided that such funding is approved in advance in writing by NFLP. Your organization may not allow any other organization to use any NFL Marks for any purpose whatsoever, without the prior written approval of NFLP.

Other Terms and Conditions. Either party will have the right to terminate this agreement upon written notice to the other if the other fails to perform any of its obligations under this agreement and fails to cure such failure within thirty (30) days of receipt of the aforementioned written notice. Nothing herein will be construed as creating a partnership, a joint venture, or an agency relationship between NFLP and your organization. Neither party will have the power to obligate or bind the other in any manner whatsoever. NFLP in no way endorses or certifies your organization. The parties to this agreement will send all notices and statements required under this agreement to the respective addresses of the parties set forth above unless notification of a change of address is given in writing. Your organization will direct all notices to NFLP to the Manager/Coordinator of Youth Development with a copy to the General Counsel. All notices required under this agreement must be in writing, may be sent by registered or certified mail, or a private overnight delivery service generally accepted in the industry that provides evidence of delivery, and will be deemed to have been given at the time they are sent. This agreement and any dispute arising under it will be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles. All disputes pertaining to this agreement will be decided by a state or federal court located in the City of New York, and your organization consents to personal jurisdiction in such courts. Neither party to this agreement can waive or modify any provision of this agreement unless such waiver or modification is in writing signed by both parties. Either party's prior forbearance of any requirement of this agreement will not prevent it from subsequently requiring full and complete compliance with such requirement or from exercising its rights under this agreement. Your organization may not assign, sublicense, transfer, or otherwise encumber any of its rights under this agreement to its affiliates or any third party without NFLP's prior written consent. These terms and conditions constitute the entire agreement and understanding between the parties with respect to their subject matter and cancel, terminate, and supersede any prior or contemporaneous agreement or understanding, whether oral or written, on this subject between your organization and NFLP.