



MainGate Inc

7900 Rockville Road • Indianapolis, IN 46214 • Ph. (317) 243-2000

Policy Concerning Submission of Ideas and Other Materials by Prospective Vendors/Licensees

Agreement

In accordance with the policy of MAINGATE concerning creative material submissions by prospective licensees, I am submitting to you certain creative material summarized on Page 2 of the following agreement (“You” refers to MAINGATE; “I” refers to the person or entity making the submission):

1. You agree to have the appropriate employee having the duty of evaluating creative material of the type now being submitted by me to review my submission. I agree that you may use my submission or one or more of its features or components for any purpose you deem appropriate and regardless of whether you agree to grant me a license. If you use it, and provided that, in your opinion, it is original, creative and valuable, you agree to pay me as total compensation such sum of money as we may subsequently agree upon in writing. Alternatively, you may grant me a license, on terms and conditions to be mutually agreed upon, to use the trademark, logo, or other identifying feature of MAINGATE in connection with a product or service based on the submission (an “MAINGATE License”). If we do not reach agreement with respect to the terms of an MAINGATE License and we are unable to agree upon the amount of compensation you will pay, then I agree to accept as full consideration for all rights of any kind an amount to be determined by you in good faith; but in no event to exceed the sum of (I) \$1,000 if the submission is used for either a promotion or product or (II) \$2,000 if the submission is used for both a promotion and a product. I agree that I can suffer no damages in excess of this amount from your use of my creative material or for any other claim with respect to it.
2. I declare that all of the important features of my submission are summarized on Page 2 of this form and that I have disclosed no other features to you. I warrant that the submission is my original and that no one else to my knowledge has any right to it. I believe my submission and its features to be unique and creative. However, I recognize that other persons including your own

employees may have submitted to you or to others or made public, or may in the future originate and submit, or make public, similar or identical creative material which you may have the right to use, and I understand that I will not be entitled to any compensation because of your use of similar or identical creative material.

3. All disputes relating to my submission shall be governed by Indiana law. Any controversy arising as to whether you used my submission, or relating to this agreement, will be conclusively determined by arbitration, as provided by Indiana law and the regulations of the American Arbitration Association and our arbitrator will be a person experienced in the marketing of sports-related creative properties mutually selected by us; if we cannot agree, we will accept as arbitrator any person designated by the President of the Association of the Bar of the City of Indianapolis who will agree to arbitrate the controversy, in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be controlled by the terms of this agreement and no award may exceed the appropriate amount specified in Paragraph 1. Judgement upon the award may be entered in any court having jurisdiction. I agree that any action against you may be brought within six months after your first use of my material.
4. I have retained a copy of my submission to you and release you from liability for loss or damage to the submission.
5. This agreement constitutes our entire understanding. Any modification or waiver must be in writing, signed by both of us. The invalidity of any provisions is not to affect the remaining provisions. This agreement applies equally to any other submission, which I may provide to you, unless agreed in writing to the contrary at the time of submission.
6. No termination of this agreement and no acts with respect to the submission (such as your returning it to me) will be deemed to affect our respective rights under Paragraphs 1 and 3 (including those as to amount of compensation, agreement to arbitrate and time for bringing action) and all rights will survive any termination or acts.

Company Name: _____

Signature: _____

Date: _____

Name of Signatory (please print): _____

Address: _____

Product Details

We will need the following information in order to include your product in our review process. Please fill out form completely. Thank you!

Company Name: _____

Contact Name: _____

E-mail: _____

Phone: _____

Describe your business/organization: _____

Website Address: _____

How long has your company been in business? _____

Do you hold a license for your branded product? _____

If yes, please list license: _____

Description of Product: _____

Cost structure of product:

Quantity	Cost	MSRP

Anticipated production turn-around time? _____

Once the review cycle is complete, we will contact you if we feel your product will fit into one of our merchandise lines. Please attach quality photos of your product or send physical samples if you feel it is a better representation. If you submit a physical sample, please send it to (NOTE: Submitted samples will not be returned):

Product Submission
 C/O MainGate
 7900 Rockville Road
 Indianapolis, IN 46214

Thank you for your interest in MainGate.