



Team Purchasing Agreement TYR Sport, Inc., University of New Mexico

A. Term. This is a Purchasing Agreement ("Agreement") between TYR Sport, Inc. and University of New Mexico S&D Team ("TEAM") for the provision of aquatic apparel and equipment ("the Product") to University of New Mexico S&D Team beginning at the signing of the agreement continuing through 05/31/2027.

B. Primary Performance Apparel & Equipment Sponsorship. TYR is the primary aquatic performance apparel and equipment sponsor for TEAM.

C. TYR Team Benefits.

Discount –

- Team will receive **40% off MSRP on all bulk purchases including decoration (over 25 Pieces)**
- Team will receive a code to give them **25% off TYR.COM**

● **Team Bonuses**

- i. Team will receive **\$5,000.00 value in kind annually with the stipulation that the average purchased per swimmer is \$200.00 or greater.**
- ii. **Additional \$2,500.00 value in kind if team reaches \$25,000.00 in annual spend.**
- iii. **Free Parka for every team member in first year of agreement**

D. Coaches Benefits-

- **Coach Receives \$500.00 per virtual talk while representing TYR.** TYR will ask for no more than (4) of these such talks per contract year.
- **Coach Receives \$1,500.00 per in person talk.** TYR will be responsible for all travel and reasonable expenses incurred for all Personal Appearances attended by Coach at the request of TYR and TYR will make every effort to work with Coach's Schedule.

E. Bonus incentives- COACH is responsible for invoicing TYR after bonuses are



achieved. TYR will pay within thirty(30) of received invoice. In order to receive payment, TEAM must be wearing exclusively TYR swimwear during the NCAA Championships.

i. **Team Championships:** TYR will pay bonuses to COACH for the following achievements at the NCAA Championships.

● First Place	\$15,000.00
● Second Place	\$12,000.00
● Third Place	\$9,000.00
● Fourth Place	\$6,000.00
● Fifth Place	\$5,000.00
● Sixth Place	\$4,000.00
● 7 th -8 th Place	\$3,000.00
● 9 th -10 th Place	\$2,000.00
● 11 th - 15 th Place	\$1,000.00
● NCAA Individual Event champion	\$1,000.00
● NCAA Relay Champion	\$1,000.00

ii. **Coaching Honors:** TYR will pay a bonus package for COACH being honored with the following accolades, TEAM must be wearing exclusively TYR swimwear during the NCAA Championships:

● USA Head Olympic Coach	\$8,000.00
● USA Olympic Coaching Staff	\$4,000.00
● USA World Championship Head Coach	\$2,500.00
● USA Pan Pac/AM Team Head Coach	\$1,500.00
● USA National Team Coaching Staff	\$1,000.00
● International Head Olympic/WC Coach	\$1,500.00
● International Head Pan Pac/AM Coach	\$1,000.00
● NCAA Coach of the Year	\$2,500.00

iii. **Individual Athlete Honors:** TYR will pay a bonus to COACH if athlete is wearing exclusively TYR swimsuits during qualification and competition, makes and competes on the following teams and wears TYR technical suits and caps in competition. TYR will pay the single highest bonus earned in the below categories per qualifying athlete each year (i.e. if COACH has 6 athletes names to the Senior National Team and 2 of those are named to the Olympic Team, TYR will pay bonuses for 2 Olympic Team members and 4 Senior National Members).

● USA Olympic Team Member	\$2,500.00
● USA World Championship Team Member	\$2,000.00



- USA Pan Pac/AM Team Member \$1,500.00
- USA Senior National Team Member \$1,000.00
- USA Junior National Team Member \$500.00
- International Federation Olympic/WC Team Member \$250.00
- World University Games Team Member \$250.00

- **Qualifier Benefits** – TYR will ensure the following discounts and provide product packages for qualified athletes attending the corresponding competition on an annual basis subject to certain styles. In order to receive the benefits, Coach or Team Administrator must submit qualifier names three (3) weeks in advance of the designated competition. Qualified athletes must compete in an individual event and must race in a TYR technical suit at the designated meet in order to receive any free product in the qualifier package. If a swimmer does not choose to wear a TYR tech suit, the swimmer will forfeit qualifier benefits.

-Olympic Trials, NCAA Qualifier & USA Swimming Senior

National qualifiers

- **One (1) free TYR tech suit plus 50% off any additional tech suits**
 - **One (1) Free Hoodie or Warm Up**
 - **One (1) Free Backpack**
 - **One (1) free practice suit**
 - **One (1) free t-shirt**

F. Conditions. TEAM must agree to and abide to the following terms not to interfere with Nike Agreement that UNM has in place:

- 1) Select TYR products as designated team wet side outfitting and equipment items for use by its aquatic programs; including but not limited to technical suits, team suits, team training suits, training equipment and team caps ordered by TEAM's designated team dealer through TYR Custom House.
- 2) TEAM and Coaches, will ensure that only TYR brand products will be used as the official TEAM suit, cap, parka. TEAM or Coach shall not wear apparel bearing the name, mark or logo associated with any business or entity that is in competition with TYR or its products.
- 3) TEAM agrees to, and agrees to ensure coaches agree to promoting TYR within their local high school, recreational and summer league markets.
- 4) TEAM agrees to develop TEAM outfitting and required TEAM apparel/training equipment policy. TEAM agrees to provide TYR with TEAM's list of required team apparel items and recommended training equipment by age group or swimming level group. TEAM's required team apparel items and



recommended training equipment list shall be developed in conjunction with head coach or TEAM's designee and approved by TYR before any transmission to TEAM's members.

- 5) TEAM is required to provide TYR with the ability to market no more than 4 times a year directly to the TEAM's membership. These messages are subject to TEAM approval and will serve to provide the team with updated information on new TYR products as well as discounts specific to TYR Teams.
- 6) TYR shall have sponsorship rights to any designated meets hosted by TEAM. Sponsorship rights shall include naming rights (as specified), exclusive swim product selling rights, specified signage/advertising, and agreed upon promotional rights (inclusion of TYR name/logo in heat/final sheets, sponsor announcements, meet registration/information website, etc.). This excludes any Conference or NCAA sanctioned events hosted by team during the duration of this agreement.
- 7) Right of First Refusal - TYR reserves the right to be notified of any bona fide offer for sponsorship or the purchase of aquatic apparel and equipment to the TEAM during the term of this agreement. TYR reserves the right to extend the terms of this agreement under the same terms and conditions offered by the third party. TYR reserves the right of first refusal on any contracts up until 15 days prior to the contract expiration date listed under A. Term.
- 8) TYR Banners – TYR will provide two (2) TYR banners* to be placed at mutually agreeable locations on the pool deck(s) and in the facility.
**Note these are not custom team banners these are TYR branded banners.*
- 9) Allow TYR representatives access to the coaching staff and select athletes for testing and evaluation of TYR products. TYR will advise coaching staff in advance of any on-site visits.
- 10) Promotional Merchandise – For any orders to be supplied by TYR, TEAM shall provide TYR with adequate lead-time for its product needs (including sizes) to ensure complete availability by TEAM's need date.
- 11) Shipping Policy on Promotional Products being provided to TEAM - If product is in-stock at time of order, TYR will pay for and ship by regular ground transport (via UPS or similar ground carrier) TEAM's promotional product needs as long TEAM places order a minimum of twenty one (21) days in advance of TEAM's required need date to a domestic destination. TEAM shall be responsible for paying all shipping and handling costs for any promotional order requiring airfreight or expedited handling that is placed twenty (20) or



less days from need date. TEAM shall be responsible for paying all shipping costs/brokerage costs/customs duties for any order being shipped to an international location. Providing product is available, TYR cannot be held responsible for ensuring TEAM's delivery date is met for any order placed less than twenty (21) days in advance of their requested delivery date.

12) Due to changes in styles or addition of new items, the specification of type or style of swimsuits, jackets, polo shirts, bags or other apparel items being supplied shall be at TYR's designation and discretion unless specifically referenced the Agreement as to style number. Generic product references (i.e. warmups, jackets, bags, etc.), referenced in the Agreement shall not include seasonal, limited edition or Elite Apparel lines.

G. Violation. If TEAM fails to meet the requirements of this Agreement, TYR has the right to:

- 1) Refuse Technical Suit discount pricing.
- 2) Refuse access to TYR Team Benefits.
- 3) Renegotiate or Terminate Agreement.

H. Termination. TYR reserves the right to terminate or renegotiate this Agreement upon any of the following:

- 1) If Coach or member of coaching staff takes any action inconsistent with his/her recommendation and endorsement of TYR and/or its products, or discourages use of TYR products in any manner whatsoever;
- 2) If Coach or member of coaching staff is sanctioned by USA Swimming or FINA or charged with any crime or felonious act;
- 3) If the commercial value of TEAM's endorsement is substantially impaired by coach's commission of any act which shocks or offends the community (including indictment for any crime or admission to a substance abuse treatment program) or which ridicules public morals and decency;
- 4) If TEAM breaches any other material term of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from TYR of such breach, TYR has the right to renegotiate, terminate, or seek other remedies related to this agreement;
- 5) If either party is unable to perform any obligation hereunder by reason of any event beyond such party's reasonable control, including but not limited to fire, flood,



epidemic, pandemic, quarantine, act of God or public enemy, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within either party's control, such party shall be excused from performance and may terminate or renegotiate this Agreement upon written notice to the other party.

6) If TYR fails to fulfill requirements outlined in the agreement and fails to seek remedies related to this agreement within sixty (60) days following receipt of written notice from TEAM, TEAM has the right to terminate.

I. Validation. If the head coach or administrator named below is no longer the primary decision maker for the team, this contract will remain valid through the term of the agreement. If Primary decision makers change during course of the agreement UNM has the ability to renegotiate or terminate agreement as well.

J. Representation: TEAM represents to TYR that it has the full and unencumbered right, power and authority to enter into this Agreement and to grant the rights to TYR described hereunder. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

K. Governing Law: This Agreement shall be governed by and interpreted pursuant to the internal laws of the State of New Mexico. This agreement is binding only when executed by all parties and exchanged between them.

Date: 7/14/2023 DocuSigned by: Michael Galindo
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TYR: Michael Galindo, Team Management Director

Date: 7/13/2023 DocuSigned by: Naya Higashijima
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TEAM: Head Coach

Date: 7/14/2023 DocuSigned by: Brett Sletten
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TEAM: Athletic Department Representative