

## **Name, Image & Likeness Endorsement Agreement**

This Endorsement Agreement ("Agreement") is made effective as of September, 2021, by and between Mid Major Place, LLC and \_\_\_\_\_ (hereafter referred to as "**Athlete**").

WHEREAS, Mid Major Place, LLC is duly organized, validly existing, and in good standing under the laws of the State of Maryland.

WHEREAS, **Athlete**, is a well-known Collegiate Athlete whose endorsement and services have commercial value to Mid Major Place, LLC.

WHEREAS, Mid Major Place is desirous to obtain the right to use the name, likeness, and endorsement of **Athlete**, in concordance with Maryland State law and NCAA Name, Image and Likeness policy, in connection with the advertisement and promotion of the product of Mid Major Place, LLC.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Athlete** and Mid Major Place, LLC, agree as follows:

**APPOINTMENT.** Mid Major Place, LLC would like **Athlete's** assistance in offering/selling products. Mid Major Place hereby appoints **Athlete** as representative on a non-exclusive, non-employee basis to endorse the products to Target Audience. To protect all parties from legal, eligibility-related or fiduciary concerns, no NCAA Trademarks shall not be used in any Mid Major Place-**Athlete** collaboration.

**TERM.** This Agreement will automatically terminate one year from the signing date.

**SERVICES.** In connection with the appointment, **Athlete** agrees to do the following:

I. That **Athlete** hereby authorizes and grants to Mid Major Place the right, license and interest to use the Endorsement in respect of the marketing, promotion, advertising and sale of the products including his name, likeness and image under the guidance and allowances of the [NCAA's NLI policy](#).

**CONFIDENTIALITY.** Each party agrees that it will not disclose to any third party or use any Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

**COMPENSATION.** The compensation agreement between Mid Major Place, LLC and **Athlete** shall be detailed in the "Athlete Compensation Plan" document that **Athlete** and Mid Major Place LLC, shall sign prior to the signing of this document.

**CONTRACTOR.** Athlete will be classified as an independent contractor, and not an employee of Mid Major Place, LLC.

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll. All works created by Mid Major Place, LLC, will remain the property of Mid Major Place, LLC, and may not be used without permission from Mid Major , LLC. Any works created by Athlete will remain the property of **Athlete**.

**INDEMNITY.** Mid Major Place LLC, will release, defend, hold harmless, and indemnify **Athlete** against all claims, losses, liabilities, judgment, and settlements arising from or relating to the endorsement of the Services, the Services, or this Agreement.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Ohio.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**SIGNATORIES.** This Agreement shall be signed on behalf of Mid Major Place, LLC by Ricky Goings and on behalf of Athlete by \_\_\_\_\_ and effective as of the date first above written.

**ASSIGNMENT.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date shown above.

SERVICE RECIPIENT:

N/A

By:

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SERVICE PROVIDER:

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*Ricky Goings*

By: *Ricky Goings*

Date:

2021-09-25

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