



America's Home for College Sports

Presents this
2006-09
Marketing
Support
Proposal For:





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In defining an Agreement, the parties agree as follows:

1. **Relationship** The relationship between UFS and ISP Sports shall be that of corporate sponsor and sponsored, and in no way will interfere with University's other existing corporate sponsorships.
2. **Grant of License to Use Intellectual Property and Member Lists** ISP Sports grants to UFS the right to use the intellectual property, defined as logos, names and descriptions during the term of this agreement for the purpose of soliciting, originating and marketing Consolidation Loans pursuant to this Agreement. UFS will not sell or transfer any member lists to a third party. All items must be pre-approved by ISP Sports and/or the university prior to production. ISP shall not, during the term of the Agreement, transfer or additionally grant the use of the same properties (Logo, Website Representation) or member lists to another entity or entities for the purpose of consolidating students. ✓
3. **UFS Commitment** University Financial Services will provide the following services under this Agreement, entirely at UFS's cost:
 - a. UFS will provide a Federal Student Loan Consolidation Program
 - b. All students and Athletic Department Support Group members will be eligible for an interest rate reduction benefit program
 - c. UFS will absorb all costs for marketing UFS programs as determined by UFS
 - d. All material dispersed through the Program, and mentioned in Section 4 below, including hand-outs, mailers, posters, flyers, advertisements and/or give-away items will be coded with both a dedicated and specific toll-free number and a dedicated and specific web address for University only. This ensures proper tracking of consolidation efforts can be attributed to the University. Web address and Toll-free number to be determined.
 - e. UFS Financial Specialists will be available 6 days a week to assist those seeking loan consolidations.
 - f. Online loan consolidation will be available.
 - g. Spanish speaking representatives will be available.



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4. ISP's Commitment : will be responsible for the following, for the Sponsorship investment defined in Section 5 below:
- a. Opportunity to add UFS marketing materials in mutually agreed upon database mail-outs the Athletic Department undertakes as well as securing graduating senior mailing lists for the benefit of promoting future sports schedules and the UFS Loan Consolidation Program.
 - b. Permission to use University Athletic logo, mascot and name on any UFS marketing materials. Logos and artwork to be provided upon request by UFS. **ALL MATERIALS MUST HAVE ISP/UNIVERSITY APPROVAL PRIOR TO PRODUCTION.**
 - c. Online loan consolidation will be made available to all students and Athletic Department Support Groups by UFS, via links added to the University Athletics web site. These links will go directly to the aforementioned dedicated website provided by UFS and adorned with University's colors and logos.
 - d. Official billing of UFS as "Official Student Loan Consolidation Provider of University OR XXX ISP RADIO NETWORK". Some schools may require UFS to be recognized as "Preferred Provider," and not use "Official" status. ISP will provide this list upon signing.
 - e. ISP will make best efforts to introduce or assist UFS in meeting University groups to gain permission to place marketing material throughout campus, including bookstores, student unions, and/or other meeting places the athletic department might suggest.
 - f. Permission to set up one or more table-top displays to showcase benefits and dispense marketing materials at up to two (2) home football games and two (2) home men's basketball games, as mutually agreed upon.
 - g. ISP will assist in the coordination of promotional distributions.
5. University Financial Services will pay ISP Sports the following:
- 2006-2007 - **\$255,000** (\$35,000 per Tier 1 school, \$25,000 per Tier 2 school guaranteed cash sponsorship). Guarantee fee will be billed as per schedule on page 6.
 - UFS will also pay a \$75 commission on properly submitted applications per school after Tier 1 schools exceed 466 applications and Tier 2 schools exceed 333.
 - UFS will submit quarterly reports to ISP designee updating on application status.
 - Any applicable commissions will be paid at this time.
 - 2007-2008 - **\$300,000** (\$40,000 per Tier 1 school, \$30,000 per Tier 2 school)
 - Commission thresholds- Tier 1 =533, Tier 2= 400
 - 2008-2009 - **\$345,000** (\$45,000 per Tier 1 school, \$35,000 per Tier 2 school)
 - Commission thresholds- Tier 1 = 600, Tier 2= 466



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5. Term The term of this Agreement shall be for a period of three (3) years. UFS may extend the agreement for two (2) additional years with similar year-to-year increases as shown in the first three years (\$5,000 increase by Tier), as mutually agreed upon with ISP Sports. If there exists a material breach by either party, the non-breaching party may terminate this Agreement by providing 90 days prior written notice to the breaching party of intent to terminate, providing the notice specifies the material breach. Either party may terminate this Agreement upon notice to the other party if a governmental authority having jurisdiction over the party requires termination of the Agreement, or if there is material change in the Higher Education Act or regulations governing the Federal Family Education Loan Program to the extent that it is prohibitive for either party to financially meet their responsibilities or commitments under this Agreement.

- a. UFS may add additional ISP schools as they come into new contract with ISP, and the pricing structure would stay consistent by Tier as listed earlier, with Federal Direct Lending schools "Tier 1". ✓
- b. ISP will inform UFS of additional schools that meet UFS requirement, already under contract with ISP. UFS can add additional schools at their discretion as they accept the UFS program requirements. ✓

6. Notices Any notices, requests, demands or other communications between the parties will be in writing and considered given when received, whether sent by facsimile, delivered by hand, certified or registered mail, etc.





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Total Annual Guaranteed NET Cost to Sponsor:

- Year One (2006-07): \$255,000
- Year Two (2007-08): \$300,000
- Year Three (2008-09): \$345,000

•Breakout by school:	06-07	07-08	08-09
•UAB	\$35,000	\$40,000	\$45,000
•Georgia State	\$35,000	\$40,000	\$45,000
•Ohio Univ.	\$35,000	\$40,000	\$45,000
•UCF	\$25,000	\$30,000	\$35,000
•ECU	\$25,000	\$30,000	\$35,000
•UCLA	\$25,000	\$30,000	\$35,000
•Pittsburgh	\$25,000	\$30,000	\$35,000
•Tulane	\$25,000	\$30,000	\$35,000
•TCU	\$25,000	\$30,000	\$35,000



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1. This proposal is effective through August 1, 2006, or until described inventory is sold.
2. The term of this agreement shall be from August 1 2006, through June 30, 2009. Neither party shall have rights defined in this agreement after contract expiration.
3. Payment terms
CASH:

<u>Year One (2006-2007)</u>	<u>Year Two (2007-2008)</u>	<u>Year Three (2008-2009)</u>
\$42,500 ...billed on August 1	\$50,000 ...billed on August 1	\$57,500 ...billed on August 1
\$42,500 ...billed on October 1	\$50,000 ...billed on October 1	\$57,500 ...billed on October 1
\$42,500 ...billed on December 1	\$50,000 ...billed on December 1	\$57,500 ...billed on December 1
\$42,500 ...billed on January 1	\$50,000 ...billed on January 1	\$57,500 ...billed on January 1
\$42,500 ...billed on February 1	\$50,000 ...billed on February 1	\$57,500 ...billed on February 1
\$42,500 ...billed on April 1	\$50,000 ...billed on April 1	\$57,500 ...billed on April 1

BILLING TERMS: Net due upon receipt of invoice. Late payment(s) are subject to interest charges of 1.5% per month (18% APR).

5. As used herein, Sponsor includes any successor in interest thereto.
6. This agreement is governed by the laws of the state of North Carolina.
7. This agreement will automatically terminate at any such time that ISP no longer maintains the advertising rights defined herein.

ACCEPTED AND AGREED:

UNIVERSITY FINANCIAL SERVICES
 420 Park Place Blvd., Suite 100
 Clearwater, FL 33759
 ATTN: University Development Coordinator

Phone:
 Fax:
 By:
 Chris Gurney
 CEO

Date: 7.26.06
 Email: CGURNEY@UFDANS.COM

International Sports Properties, Inc.
 140 Club Oaks Court
 Winston-Salem, NC 27104

Phone: (336) 768-3400
 Fax: (336) 768-7681
 By:
 Dan Barrett
 Vice President

Date: 7/27/06