

# TEAM PARTNERSHIP PROGRAM

arena is committed to delivering the world's best performance swim apparel and equipment to the world's best swim clubs, coaches, and athletes. The arena Team Partnership Program is specifically tailored to your USA Swimming Team and provides best-in-class program benefits and incentives to maximize the return on your club's investment.

**1/01/2026- 12/31/2030**



## TEAM PARTNERSHIP INCENTIVES

### TEAM VIK

- \$15,000 Value-in-Kind (MSRP) based on arena sales with dealer from previous year 2025\*
- \$1,000 Value-in-Kind (MSRP) in 2025-2026 DIVING PROGRAM
- 25% Value-in-Kind (MSRP) Royalty on all team, meet, and event sales annually of qualified arena merchandise (after inaugural year). For example, \$60,000 spending in year one, equals \$ 15,000 VIK for year 2

### COACH OUTFITTING

#### Head Coach

- \$400 Value-in-Kind (MSRP) annually to be used at coach's discretion.

#### Assistant Coaches

- \$200 Value-in-Kind (MSRP) annually to be used at coach's discretion.

### ARENA TEAM DISCOUNT

- arena will work with team's authorized retailer to provide a 20% discount off MSRP on select team products annually (suit, team apparel, team bags, and training equipment)

### ADDITIONAL TEAM INCENTIVES

- (3) Custom Made Heavy Duty 4' x 6' Vinyl Team Banner
- 4 year Contract Term
- \$250 Value-in-Kind (MSRP) Team Recruitment Incentive
- arena Meet Benefit Package (see page 3 of agreement)



## TEAM PARTNERSHIP INCENTIVES

**MEET BENEFITS** \*\*\* arena will support two competitions each calendar year per athlete.

Nationals	Junior Nationals	Pro Swim	Futures	Sectionals
Free Suit of choice	Free Suit of choice		40% off arena racing	35% off arena racing
\$400 VIK/swimmer	\$300 VIK/swimmer	\$150 VIK/swimmer	\$250 VIK/swimmer	\$100 VIK/swimmer

NCSA Juniors	Y Nats/ISCA Senior Cup	Age Group Champs	Entire Team
40% off arena racing	35% off arena racing	25% off arena racing	15% off ST NEXT
\$250 VIK/swimmer	\$100 VIK/swimmer	20% off ST NEXT	

### DIVING BENEFITS

Nationals	Zones	Regionals	Entire Team
Free Suit of Choice	30% off suit of choice	30% off suit of choice	25% off Team Suit
\$200 VIK/diver	\$100 VIK/diver	\$50 VIK/diver	

*\*Athlete must attend the competition to receive the listed benefits. All discounts are off MSRP pricing.*

*\*\*All race suits provided must be worn throughout the competition.*

*\*\*\*Rush charges for items needing expedited shipping will incur an additional deduction in VIK. Meet benefit selections must be submitted to arena a minimum of 4 weeks prior to corresponding competition.*

### EXCELLENCE ACHIEVEMENT

If team achieves or retains club excellence status, the team will receive a VIK bonus as specified below. The team has one year to use the VIK from the date USA Swimming awards achievement.

Gold Medal Club	\$1,000
Silver Medal Club	\$750
Bronze Medal Club	\$500



## TEAM PARTNERSHIP INCENTIVES

### VIK BONUS OPPORTUNITIES

If team achieves any of the accomplishments below, team will receive the VIK bonus specified. The coach or team representative is responsible for communication bonuses to their TML

Meet	Team Finish (per gender)			Individual			Relay		
	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
<b>Nationals</b>	\$2,000	\$1,500	\$1,000	\$1,500	\$750	\$500			
<b>Juniors</b>	\$1,500	\$1,000	\$500	\$500	\$250	\$150	\$250	\$150	\$50
<b>Pro Swim/AAU</b>				\$250	\$125	\$50			
<b>Futures/NCSA</b>	\$1,000	\$500	\$250	\$250	\$125	\$50	\$200		
<b>Sectionals/ YNATS</b>	\$500	\$250	\$100	\$100					



## TEAM PARTNERSHIP COMMITMENTS

### PRODUCT EXPECTATIONS

**Team Outfitting:** All outfitting for athletes and coaches will consist exclusively of arena products, unless arena does not carry a comparable product. This includes, but is not limited to: team suits, racing suits, warm-ups, backpacks/bags, and any other on deck apparel for outfitting purposes.

**Team Suit:** The team will designate an arena suit as their Team Suit. No product made by any other company, including sublimated or custom suits, may be used as a Team Suit. Any customization on swimwear must be on arena suits ONLY. No other brand may have team logo customization.

**Warm-up and Backpack Requirement:** *Requirement applies to all relevant training groups.*

60% of the team will own an arena warm-up and backpack by the first anniversary of the contract.

75% of the team will own an arena warm-up and backpack by the second anniversary of the contract.

**Exclusive Purchasing:** All products purchased by the team, including training equipment (kickboards, pull buoys, paddles, etc.) will be arena products, unless arena does not carry a comparable product.

**Average Annual Purchase:** The team must purchase one arena suit per athlete per season. This is an average, not an individual requirement, and includes all suits produced by arena.

**Racing Suit Exception:** arena will work with each swimmer to find the best fitting racing suit for the individual. **\*\*Swimmers who choose to wear a non-arena racing suit in competition are not eligible for any future meet benefits listed.**

### PROMOTION OF ARENA PARTNERSHIP

**arena Logo: Printed Materials and Communications:** The partnership between \_\_\_\_\_\* and arena will be highlighted by including the arena logo on newsletters, meet programs, heat sheets, and other communications with supporters and the public.

**Team Website:** The current branded arena logo will be prominently displayed on the home page of the team's website.

**Team Retailer:** The team can have a link to their team retailer, or that retailer's team store, on their website.

**Team Banner:** If the team takes advantage of the banner benefit, they will hang their arena banner at all competitions they attend, unless prevented by meet rules. A banner with an arena logo must be hung at each team facility during all team events (including practices).

**Vending at Meets:** If the team has a vendor at a team-hosted event, the retailer will:

- Display arena logos only at their booth. No other company's logos will be visible anywhere in the vendor area.
- Have a **minimum of 70%** arena product at the event. No other branded products may be displayed in the booth, but they can be available for sale. **No other brand may be set up as a vendor at the meet venue.**
- Have 100% arena racing suits at the event. No tech suits from any other company may be brought to the event.



# TERMS AND CONDITIONS

## GENERAL TERMS

- This agreement shall remain confidential between arena and the team and will not be disclosed with any other party.
- Agreement is valid up to 45 days from initial submission to team.
- Value-in-Kind (VIK) does not roll-over and must be used by end of each agreement year.
- All team outfitting must be purchased from an authorized arena retailer.
- Teams are asked to tag @arenausa to Social Media platforms. Anything tagged with @arenausa can be used by the arena social media team. Should the opportunity for an arena photo shoot with a partnered team arise, arena will work directly with the team on details for the event.
- arena reserves the right to modify or terminate the partnership program if minimum partnership program requirements above are not met.

## ACCEPTANCE

I certify that I have read, understand, and hereby accept the terms and conditions of this partnership agreement.

## HEAD COACH

---

Signature

Print Name

Date

## BOARD MEMBER

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Signature

Print Name

Date

REFERRAL \_\_\_\_\_

arena SIGNATURE \_\_\_\_\_

## TEAM PARTNERSHIP PROFILE

As a committed team partner, arena requires some basic information in order to provide industry leading support to YOUR athletes! Please fill out all the fields below:

ARENA REP: Kelly Pash

ARENA REP EMAIL: k.pash@arenasport.com

TEAM NAME: Iron Horse Aquatics

TEAM REPRESENTATIVE: Matt Franks

*Please print name.*

TEAM WEBSITE: \_\_\_\_\_

HEAD COACH NAME: Matt Franks MOBILE #: 469-633-6176

HEAD COACH EMAIL: franksma@friscoisd.org

**TEAM SHIPPING  
ADDRESS:**

No PO boxes please

Street

City

State

Zip

TEAM OWNERSHIP: \_\_\_\_\_ CALL LETTERS (USAS ONLY): \_\_\_\_\_

AGREEMENT START DATE: 1/01/2026 AGREEMENT END DATE: 12/31/2030

If "OTHER" please note your club affiliation here: \_\_\_\_\_

LSC / Conference: \_\_\_\_\_ Team Excellence (USAs Only): \_\_\_\_\_

# OF REGISTERED ATHLETES: 250 # OF COACHES: 10 # OF HOSTED MEETS: \_\_\_\_\_

**TEAM OUTFITTING:**

Team Suit: \_\_\_\_\_ Color: \_\_\_\_\_

Team Bag: \_\_\_\_\_ Color: \_\_\_\_\_

Team Warm Up: \_\_\_\_\_ Color: \_\_\_\_\_

TEAM COLORS: \_\_\_\_\_

TEAM RETAILER: Xtreme Swim



**THIS TEAM MEMORANDUM OF UNDERSTANDING** (this “Agreement”) is made and entered into as of February 1, 2026 (the “Effective Date”) by and between **Arena North America, Inc.**, an Oregon corporation (“Arena”) and **Frisco ISD d/b/a Iron Horse Aquatics** (“Iron Horse”). Arena and Iron Horse are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Arena designs, markets, sells and distributes premium competitive swimwear and related accessories through multiple distribution channels (collectively, the “Arena Products”); and

WHEREAS, Arena desires to collaborate with Iron Horse to promote Iron Horse’s swim programs, provide products (equipment, racing, training, and apparel) to Iron Horse’s athletes, along with other tangible benefits, and promote the Arena brand and Arena Products across a number of social media platforms and marketing channels, subject to the terms and conditions set forth herein.

NOW THEREFORE, the Parties agree as follows:

1. **Incentives**. Arena agrees to provide Iron Horse with the following:

**Value in Kind:**

- Team Value-in-Kind (Money for Arena Product): \$15,000 per year (MSRP) based on Arena sales with dealer from prior year.
- Diving Program: \$1,000 for 2025-2026.
- 25% Value-in-Kind (MSRP) royalty on all team, meet and event sales annually of qualified Arena merchandise (after inaugural year). For illustration only, \$60,000 spending in Year One equates to \$15,000 Value-in Kind for Year 2.

**Coach Outfitting:**

- \$400 Value-In-Kind (MSRP) annually to be used at the head coach’s discretion.
- \$200 Value-In-Kind (MSRP) annually for any assistant coach and used at their discretion.

**Team Discount:**

- Arena will work with Iron Horse’s authorized retailer (Xtreme Swim) to secure a 20% discount off MSRP for select Arena team products annually (suits, team apparel, team bags and training equipment).

**Additional Team Incentives:**

- 3 Custom Made Heavy Duty 4’ x 6’ Vinyl Team Banner per year
- 1-year agreement term
- \$250 Value-in-Kind (MSRP) Team Recruitment Incentive

- Meet Benefit Package (see below)

**MEET BENEFITS** \*\*\* arena will support two competitions each calendar year per athlete.

Nationals	Junior Nationals	Pro Swim	Futures	Sectionals
Free Suit of choice	Free Suit of choice		40% off arena racing	35% off arena racing
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**DIVING BENEFITS** \*\*\* arena will support two competitions each calendar year per athlete.

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Free Suit of Choice	30% off suit of choice	30% off suit of choice	25% off Team Suit
\$200 VIK/diver	\$100 VIK/diver	\$50 VIK/diver	

- Athlete must attend the competition to receive the listed benefits. All discounts are off MSRP pricing.
- All race suits provided must be worn throughout the competition
- Diving Benefits exclude any Tech Suits

**(a) EXCELLENCE ACHIEVEMENT**

If Iron Horse achieves or retains club excellence status, the team will receive a VIK bonus as specified below. The team has one year to use the VIK from the date USA Swimming awards any achievement.

Gold Medal Club	\$1,000
Silver Medal Club	\$750
Bronze Medal Club	\$500

**(b) VIK BONUS OPPORTUNITIES**

If Iron Horse achieves any of the accomplishments below, team will receive the VIK bonus specified. The coach or team representative is responsible for communication bonuses to their TML (Team Marketing Liaison).

Meet	Team Finish (per gender)			Individual			Relay		
	1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
Nationals	\$2,000	\$1,500	\$1,000	\$1,500	\$750	\$500			
Juniors	\$1,500	\$1,000	\$500	\$500	\$250	\$150	\$250	\$150	\$50
Pro Swim/AAU				\$250	\$125	\$50			
Futures/NCSA	\$1,000	\$500	\$250	\$250	\$125	\$50	\$200		
Sectionals/ YNATS	\$500	\$250	\$100	\$100					

2. **Iron Horse's Product Obligations.** Iron Horse agrees to the following Arena Product obligations:

- **Team Outfitting:** All outfitting for Iron Horse athletes and coaches will consist exclusively of Arena Products, unless Arena does not carry a comparable product. This includes, but is not limited to: team suits, racing suits, warm-ups, backpacks/bags and any other on-deck apparel for outfitting purposes.
- **Team Suit:** Iron Horse will designate an Arena suit as their Team Suit. No product made by any other company, including sublimated or custom suits, may be used as a Team Suit. Any customization on swimwear must be on Arena suits ONLY. No other brand may have team logo customization.
- **Warm Up and Backpack Requirement:** 60% of the Iron Horse team members will own an Arena warm-up and backpack by the first anniversary of the Agreement. This percentage increases to 75% by the second anniversary of the Agreement and beyond.
- **Exclusive Purchasing:** All products purchased by Iron Horse, including training equipment (kickboards, pull buoys, paddles, etc.) will be Arena products, unless Arena does not carry a comparable product.
- **Average Annual Purchase:** Iron Horse must purchase one Arena suit per athlete per season. This is an average, not an individual requirement, and includes all suits produced by Arena.
- **Racing Suit Exclusion:** Arena will work with each athlete to find the best fitting racing suit for the individual. Any athlete who elects to wear a non-Arena racing suit in competition shall not be eligible for any future meet benefits provided in this Agreement.

3. **Iron Horse's Promotional Obligations.** Iron Horse agrees to the following promotional obligations:

- **Arena Logo, Printed Materials and Communications:** The Agreement between the parties shall be highlighted by including the Arena logo on newsletters, meet programs, heat sheets and other communications with supporters and the public.
- **Team Website:** The current branded Arena logo will be prominently displayed on the home page of the Iron Horse website.
- **Team Retailer:** Iron Horse may have a link to the team retailer, or retailer's team store, on its website.
- **Team Banner:** If Iron Horse takes advantage of the banner benefit above, the banner shall be hung at competitions attended by Iron Horse athletes, unless prevented by meet rules. A banner with an Arena logo must be hung at each team facility during all team events (including practices).

4. **Competing Products.** Subject to Iron Horse's obligations in Section 2 above, Iron Horse agrees that during the term of this Agreement, as partial consideration for the Value-In-Kind, discounts and Arena Product, Iron Horse will not: (i) promote or market via any social media platform or any press outlet any product that competes with Arena; (ii) enter into any agreements, arrangements or transaction similar to this Agreement with any competitors to the extent related

to swimwear; or (iii) make any commitments that interfere with Iron Horse's ability to perform Iron Horse's duties under this Agreement.

5. **Expenses.** No travel or lodging, expenses incurred by Iron Horse will be paid by Arena unless otherwise approved by Arena.

6. **Iron Horse Representations and Warranties.** Iron Horse hereby represents and warrants that:

(c) Iron Horse's execution and performance of this Agreement does not constitute a breach or violation of any other agreement, obligation or understanding with any third party; and

(d) Iron Horse is not bound by any agreement or any other existing or previous business relationship which conflicts with, or may conflict with, the performance of Iron Horse's obligations hereunder or prevent the full performance of Iron Horse's duties and obligations hereunder.

(e) Iron Horse will comply with all applicable local and state laws and regulations related to student athletes and/or academic institutions, including but not limited to any state regulations governing Name, Image and Likeness of Iron Horse athletes, coaches and administrative personnel.

7. **Term and Termination.**

(a) The term of this Agreement is for a period of one (1) year and may be extended upon mutual agreement of the parties.

(b) Either Party may terminate the Agreement due to the breach of any material term, representation, warranty, covenant or condition of this Agreement, provided, however, that if the breach is capable of being cured, the breaching Party must fail to cure that breach to the reasonable satisfaction of the non-breaching Party within ten (10) days of written notice from the non-breaching Party setting forth the specific nature of such breach.

(c)

(d) Upon expiration or termination of this Agreement, (i) Arena shall pay Iron Horse all payments that are due and owing as of date of such expiration or termination; and (ii) other than the payment specified in (i), Arena shall have no obligation to make any other payments to Iron Horse.

8. **Independent Contractor Relationship.** Iron Horse's relationship with Arena is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employee relationship. Iron Horse is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed

with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Iron Horse is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Iron Horse's compensation will be subject to withholding by Arena for the payment of any social security, federal, state or any other employee payroll taxes. Arena will regularly report amounts paid to Iron Horse by filing Form 1099 MISC with the Internal Revenue Service as required by law and/or make such other reports as deemed necessary or appropriate by Arena under applicable laws.

9. **Jurisdiction; Dispute Resolution.** This Agreement and any claim or dispute arising out of or related to this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws in effect in the State of Texas, without giving effect to its conflicts of law principles. Each Party waives, to the fullest extent permitted by law, any right to trial by jury in any action, suit, claim or proceeding brought to enforce, defend, or interpret any rights or remedies arising hereunder, relating to or in connection with this Agreement.

10. **Entire Agreement.** This Agreement represents the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, negotiations, representations, understandings, and correspondence. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the Parties to this Agreement.

11. **Binding Effect; Assignment.** This Agreement is binding upon and inures to the benefit of the Parties, their respective heirs, executors, administrators, successors and assigns. Iron Horse may assign this Agreement without the prior written consent of the other Party.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*(signatures on next page)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**ARENA NORTH AMERICA, INC.**

**FRISCO ISD D/B/A IRON HORSE  
AQUATICS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title