



NFL PLAYERS

PROSPECTIVE LICENSEE INFORMATION FORM

CONFIDENTIAL

Instructions/General Information

Before submitting this information request to NFL PLAYERS, please review everything carefully for completeness. **All questions must be answered** (if an item does not apply, write "N/A"). Failure to respond to any item will preclude further consideration of your company's licensing request.

THE INFORMATION REQUESTED BY NFL PLAYERS HEREIN DOES NOT CONSTITUTE AN OFFER TO CONTRACT OR A SOLICITATION BY NFL PLAYERS TO CONTRACT.

You acknowledge that NFL PLAYERS regularly receives numerous licensing suggestions and that other parties, including our own employees, may have submitted to us or to others, or made public, or may in the future submit to us, licensing ideas similar or identical to product suggestions being made by you and that NFL PLAYERS may license such similar or identical products and that you will not be entitled to any compensation deriving therefrom. If you believe the licensing suggestion to be proposed herein is completely unique and original to you, and no one else to your knowledge has any right in it, NFL PLAYERS will only consider your proposal upon your execution of NFL PLAYERS "Submission of Ideas" agreement (attached hereto) and upon terms stated therein.

1. *BIOGRAPHICAL INFORMATION:*

Name of Business:
Legal Name and Form of Corporation:
Employer ID Number:
Address:
Telephone / FAX:
E-Mail Address:
Company's Website Address:
Name & Title of Principal Contact:



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2. **BUSINESS OWNERSHIP INFORMATION:**

Principal Owner(s) - complete name, title & business address:

Principal Management / Officers of the Company:

- President:
- Vice President:
- Sales Director:
- Marketing/Advertising Director:
- Chief Financial Officer:

State in Which Business is Registered:

Employer ID #:

3. **FINANCIAL INFORMATION & CREDIT REFERENCES**

Bank References:

- Name:
- Branch & Address:
- Account Number:
- Bank Contact:
- Telephone Number:

Credit References (please include complete name, address and contact information):

- Reference #1
- Reference #2



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4. **PRODUCT INFORMATION** *(please include product samples with your submission)*

*Description of Products you seek a license for:

- Product #1:
- Product #2:
- Product #3:

Estimated WHOLESALE price per unit:

- Product #1:
- Product #2:
- Product #3:

Estimated RETAIL price per unit:

- Product #1:
- Product #2:
- Product #3:

5. **MANUFACTURING INFORMATION**

Will the products be manufactured?

United States [] Canada [] Mexico [] United Kingdom [] Other [] Multiple [] (Please specify)

Does your company currently manufacture and sell the item in question?

- Yes [] No []

Please list **name, address, contact and phone #** for each plant used in manufacturing of the product(s):

Company #1:

Company #2:

Company #3:

Trade or brand names of any other products sold by your company:



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6. SALES AND DISTRIBUTION INFORMATION

Company's sale volume for most recent year:
Company's sale volume for previous year:
Distribution capability: <ul style="list-style-type: none"> • <input type="checkbox"/> National / <input type="checkbox"/> Regional / <input type="checkbox"/> International • Total Number of States []
Sales force: <ul style="list-style-type: none"> • <input type="checkbox"/> Own sales force? / Total Number of Salesmen [] • <input type="checkbox"/> Reps, Jobbers / Total Number [] • <input type="checkbox"/> Agents / Total Number [] • TOTAL Number of Field Sales Force []

Current Distribution:

<i>Retail Channel</i>	<i>Product(s) Sold</i>	<i>% of Sales Volume</i>	<i>Leading Accounts</i>
Mass			
Sporting Goods			
Specialty Retail			
Department Stores			
Warehouse			
Drug / Grocery			
Distributors			
Catalog			
Online			
Discount Stores / Liquidation			
Other (please specify)			



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Estimate of annual wholesale dollar volume of items you wish to manufacture under this license in **YEAR 1:**

- Product #1 = \$
- Product #2 = \$
- Product #3 = \$

Estimate of annual wholesale dollar volume of items you wish to manufacture under this license in **YEAR 2:**

- Product #1 = \$
- Product #2 = \$
- Product #3 = \$

If you currently manufacture a similar type of item, what was the wholesale dollar volume for most recent year?

To which accounts would you plan to sell the Licensed Product(s) you are proposing in this application?

- | | |
|----------------|----------------|
| • Account #1 : | • Account #4 : |
| • Account #2 : | • Account #5 : |
| • Account #3 : | • Account #6 : |

List **name, address, contact and phone #** for three (3) trade references the company currently does business with:

Contact #1 :

Contact #2 :

Contact #3 :



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7. **MARKETING INFORMATION:**

Do you plan to conduct any advertising or promotion to support the product?

- Yes No

If yes, what type of Advertising specifically:

- Consumer Advertising / Trade Advertising / Cooperative Advertising
- In-Store Materials & Displays / Sales/Trade Incentives / Other (specify)

What amount of advertising, promotion and merchandising funds do you plan to spend in support of this new licensed product for the first year, should you receive a license?

- Total Estimated Dollars = \$

What is the target date for the development of initial marketing materials?

What is the target date for the development of the product?

What is the target date for product to be presented to buyers?

Does your firm use an advertising agency?

- Yes - If Yes, please list contact details below No
- Name:
- Address:
- Key Contact:
- Phone:

Does your company have product design and artwork capability?

- Yes No

Who is responsible for the design of your product and marketing materials?

- Company Art Department / Free Lance / Agency

Does your company have a formal quality control program?

- Yes – If yes, please describe below No
- Quality Control Process:



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8. LICENSING INFORMATION:

Does your company currently manufacture any other products under licensing Contracts?

- Yes [] No []

Licensor / Property	Product Rights	Years Under License	Licensor Contact Information
1.			
2.			
3.			
4.			
5.			
6.			

9. PRIOR COMPANY PERFORMANCE:

Has the Company, its predecessor in interests, or any of its principals ever been the subject of any bankruptcy, insolvency, or receivership proceeding?

- No []
- Yes [] - If yes, explain each instance:

Has the Company, its predecessor in interests, or any of its principals ever been the subject of any proceeding or action arising out of trademark, copyright or patent infringements, or product liability?

- No []
- Yes [] - If yes, explain each instance:

Has the Company, its predecessor in interests, or any of its principals ever been the subject of any proceedings before the Federal Trade Commission?

- No []
- Yes [] - If yes, explain each instance:



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10. COLLATERAL MATERIALS:

Please include with this form any or all of the following information you can provide. The more information submitted, the faster NFL PLAYERS can make a decision on your application:

- Annual Report
- Sales Catalog
- Letters of commendation from retailers for product quality/service
- Newspaper or magazine articles about your company
- Marketing plan for proposed product
- Any other materials which may help us evaluate your company.

RETURN THIS APPLICATION, THE CONSENT TO BACKGROUND CHECK FORM, AND (IF APPLICABLE) THE

SUBMISSION OF IDEAS AGREEMENT TO:

NFL PLAYERS

ATTN: Nicole Pozzi

1133 20th Street, NW

Washington, DC 20036



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CONSENT TO BACKGROUND CHECK

Authority and Consent to Release Information Including Consumer Reports and Consumer Investigative Reports
Under the Federal Fair Credit Reporting Act

(1) Screening Questionnaire for Identification Purposes:

Last Name:	First Name:	Middle Name:
Address:	City/State:	Zip:
Social Security #	Date of Birth:	
Driver's License #	State of Issue:	

(2) Authorization and General Release:

I hereby authorize NFL PLAYERS and all of its agents to request and receive any information and records concerning me, including, but not limited to, consumer credit, criminal record history, driving, employment, military, civil, regulatory, educational data, and reports from any individuals, corporations, partnerships, associations, institutions, schools, governmental agencies, and departments, courts, law enforcement, and licensing agencies, consumer reporting agencies, and other entities, including my present and previous employers.

I further release and discharge NFL PLAYERS, all of its agents and all of its subsidiaries and affiliates, and every employee or agent of any of them, and all individuals and personal, business, private, or public entities of any kind, from any and all claims and liability arising out of any request(s) for, or receipt of, information or records pursuant to this authorization, or arising out of any compliance, with such request(s). I also authorize the procurement of an investigative consumer report and understand that it may involve personal interviews with sources such as friends, neighbors, and associates and may contain information about my character, general reputation, personal characteristics, and mode of living, whichever applicable. I understand that I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. I acknowledge that I have voluntarily provided the above information for qualification as a NFL PLAYERS licensee, and I have carefully read and understand this authorization.

I have been given a stand-alone, consumer notification that a report will be requested and used for the purpose of evaluating me for qualification as a NFL PLAYERS licensee. The following is my true and complete legal name, and all the above information is true and correct to the best of my knowledge.

Signed: _____ Date: _____



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POLICY CONCERNING SUBMISSION OF IDEAS AND OTHER MATERIALS BY PROSPECTIVE LICENSEES:

We appreciate your interest in becoming a licensee of NFL PLAYERS and your suggestion for a potential new product, promotion or program (the "creative material"). However, we receive many suggestions concerning creative material which may have been made previously by our own staff or by others. Likewise, we might begin using creative material similar to yours which we received concurrently with or after the date of your submission. It has therefore become necessary for us to adopt the policy of refusing to consider any unsolicited creative material unless the person submitting it has signed the attached agreement. Kindly, do not submit to us any creative material which you deem to have a value in excess of the limits in Paragraph 1 of the Agreement. There are two copies of this agreement; please sign in the space provided, return one copy to us with your application and keep one copy for your records.

AGREEMENT

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

1. You agree to cause your 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 provide 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 name, image or likeness or other identifying feature of NFL players in connection with a product or service based on the submission. If we do not reach agreement with respect to the terms of an NFL PLAYERS 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) \$2,000 if the submission is used for either a promotion or product or (ii) \$3,000 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 original with me 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 other similar or identical creative material.
3. All disputes relating to my submission shall be governed by New York 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 New York 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 the New York 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. Judgment upon the award may be entered in any court having jurisdiction. I agree that any action against you must be brought within six months after your first use of my material.



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4. I have retained a copy of the 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 provision 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. I acknowledge receipt of a Prospective Licensee Information Form.

Company Name:
Name of Signatory (Please Print):
Signature:
Date:
Address:

Summary of Submission: