

COCOA HIGH SCHOOL

Washington DC trip Itinerary

Friday Aug 30

7:00 PM Leave Cocoa on bus

Saturday Aug 31

8:30 AM Arrive Washington DC

9:00 AM Breakfast

9:30 National Mall Walking

- * Washington Monument

- * Jefferson Memorial

- * White House

- * Lincoln Memorial

- * Vietnam Veteran's Memorial

- * World War II Memorial

- * Reflecting Pool

12:30 PM Lunch

1:30 Check in Hotel

3:30 Walk thru practice at Gonzaga HS

5:30 Study Hall

6:30 Dinner

10:00 In Rooms

11:00 Lights out

Sunday Sep. 1

8:00 Breakfast

9:00 Team Meeting

10:30 Leave for University of Maryland

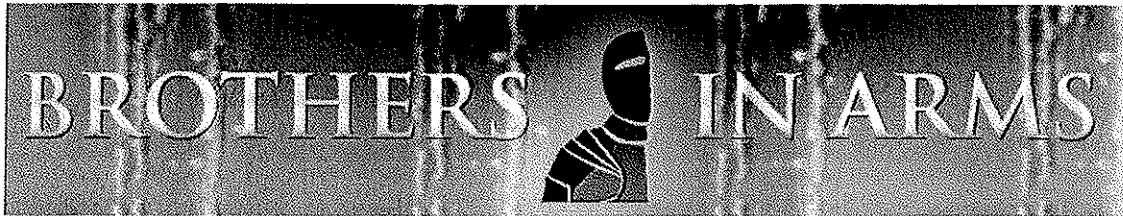
1:00 Game

5:00 Post game meal

7:00 Leave Maryland

Monday Sep. 2

9:00 AM Arrive back to Cocoa



2013 BROTHERS IN ARMS HIGH SCHOOL FOOTBALL CLASSIC AGREEMENT

This is an agreement (hereinafter "Agreement") between Cocoa High School, Cocoa, Fl (hereinafter "Cocoa"), Gonzaga College High School, Washington, DC (hereinafter "Gonzaga"), and Brothers In Arms LLC (hereinafter "BIA"). By accepting this agreement Cocoa agrees that it will play Gonzaga in a high school football game presented by BIA in the 2013 Brothers In Arms High School Football Classic. The Brothers In Arms Classic raises awareness and funds for the Brothers In Arms Foundation. The Foundation's mission is to create and finance educational and professional opportunities for military families and community servants where the need is significant. This Agreement sets forth the consent of Cocoa, Gonzaga, and BIA (collectively hereinafter "the Parties") to each of the numbered paragraphs below.

1. Services Rendered by BIA:

- 1.1. BIA will provide Cocoa with information intended by the parties to be used by Cocoa to participate in a high school football game against Gonzaga during the 2013-14 school year.
- 1.2. The game will be played on Sunday, September 1, 2013 at Byrd Stadium at the University of Maryland, College Park, MD.
- 1.3. The information and services provided by BIA will include the school name, team name, head coach, and contact information for an opponent; event agenda, and promotion and management of the event.
- 1.4. This team was identified and proposed by BIA based upon its intellectual property and proprietary information over which it has sole rights, including but not limited to its knowledge and experience, industry contacts, business records, and client relationships.
- 1.5. BIA will act as a liaison between Cocoa and Gonzaga if/when needed.
- 1.6. BIA will attempt to provide teams with information on buses, hotel, BIA partners, meals, attractions, local and Classic events, and discounts. Cocoa can choose to take advantage of any deals, rates, or discounts that have been offered by BIA partners or sponsors.
- 1.7. BIA will secure hotel rates for cheerleaders, parents, and fans. Schools, teams, parents, and fans will be responsible for reserving and securing any and all rooms and will be solely responsible for the entire cost of any hotel stay and expenses if they choose to use any BIA partner hotels.
- 1.8. BIA will provide teams with a complete event agenda by Wednesday, May 1, 2013.
- 1.9. Cocoa authorizes BIA and Brothers In Arms to promote and market the game.



TERMS

2. Cocoa, Gonzaga & BIA:

- 2.1. Cocoa agrees that its high school varsity football team will participate in a game against the Gonzaga high school Varsity football team that has been mutually agreed upon by the Parties.
- 2.2. Cocoa and Gonzaga agree that their teams and athletes will comply with all applicable state association/National Federation of State High School Association (NFHS) rules and regulations during the game and Classic.
- 2.3. Cocoa and Gonzaga both affirm that all of their athletes participating in the game and Classic will have satisfied all applicable eligibility requirements, including but not limited to age, residency, medical clearance, and academics. This will include that they will not use steroids (unless medically prescribed for/due to a specific illness or condition), illegal drugs, alcohol, or tobacco. Cocoa and Gonzaga both understand that participation of ineligible players will result in individual, team, and/or school sanctions, including forfeits of games.
- 2.4. All teams shall supply their own medical staff to support the needs of its team, student athletes, coaches, and fans, including but not limited to an athletic trainer(s) and team doctor(s). Teams shall have a written emergency plan in place and on hand at the Classic and at the Game. The plan should include the following information for each participating athlete: emergency contact, allergies, medical history, eligibility, medical clearance, and hospital preference. BIA will be responsible and will pay for and provide Emergency Medical Technician {EMT} service at the game.
- 2.5. Cocoa agrees to provide to BIA with a proof of a General Liability Insurance Policy.
- 2.6. BIA will be responsible for all varsity game related expenses, including all necessary direct and approved operational costs, and fees. "Game related expenses" means expenses directly incurred to host the game (e.g., officials for the game, equipment for the game, lighting, stadium fees, emergency medical technician {EMT} and security personnel), and not incidental expenses which may arise but are not directly part of the game. Cocoa is only responsible for expenses beyond the game related expenses as specifically set out herein.
- 2.7. BIA may provide Cocoa with up to, but not to exceed, three thousand (3000) tickets for pre-sale, if requested. Cocoa will give BIA thirty (30) days advanced notice of any pre-sale ticket request. The total revenue from the ticket sales and the unsold tickets will be due to BIA no later than Thursday, September 5, 2013. Cocoa agrees to pay the revenue for any missing tickets.
- 2.8. BIA will provide ice and water for all teams for the game, and walk through, if requested.
- 2.9. All teams will supply their opponent with three (3) full-length game films, **in an agreed upon format**, from the 2012 - 13 football season. All teams will be required to exchange game film, by an agreed upon method, no later than Wednesday, April 3, 2013. A minimum of two (2) different games that occurred after November 1, 2012, will be required. Teams can agree to share more than the required three (3) game films.



Cocoa & BIA:

- 2.10. Cocoa will designate school representatives to be present and ensure proper sportsmanship of their students and fans in the stands at the Classic events and games. BIA will provide Cocoa with twenty-five (25) game day passes that are intended for the use of their staff and administration.
- 2.11. Cocoa shall bear responsibility for its own expenses associated with its participation in the Classic, including but not limited to travel, lodging, equipment, food, training tape and supplies, etc., except as provided in section 2.12 below.
- 2.12. In consideration of Cocoa's participation BIA will secure, reserve, and pay for one (1) charter bus for roundtrip travel from Cocoa, Florida to College Park, Maryland. The charter bus will also be used for local travel within the state of Maryland.
- 2.13. BIA will also secure, reserve, and pay for seventeen (17) hotel rooms in a BIA selected hotel for Cocoa. The hotel rooms will be secured for a period one (1) night stay.
- 2.14. BIA will provide teams with an official schedule of games by Wednesday, April 17, 2013. This will include designation of home teams, game dates, times, and location(s).
- 2.15. BIA will comply with all state association/National Federation of State High School Association (NFHS) rules and regulations for sanctioning the event, Classic, and game.



3. **Confidentiality/Non-disclosure:** To the maximum extent permissible under applicable law(s) the Parties agree that neither will disclose confidential or propriety information of the other without the express written approval of the other.
 - 3.1. All teams agree that they will not disclose to any individual, organization, or party outside of their state association, employees and/or designated agents necessary to presentation and management of the Game, any information communicated or provided to them by BIA whether in written, electronic, draft, or verbal form, concerning this Agreement and/or any team identified and proposed by BIA under this Agreement which does not participate in the event, without the prior written consent of BIA, to the maximum extent permitted by the law.
4. **Non-Competition:** To the maximum extent permissible under applicable law(s) the teams agree that they will not attempt to avoid their obligation to BIA under this Agreement by presenting any team identified or proposed by BIA in a match-up against the opponent proposed by BIA in a different Event or game during the 2013-14 school calendar year, unless the teams are released from this provision by and with the written consent of BIA.
5. **Good faith:** Cocoa agrees to negotiate in good faith the terms of the Game and the Classic. All teams agree to actively and in good faith promote the Classic event and the Game.
6. **Damages to BIA:** Cocoa agrees that in the event it unilaterally terminates the contract or the game without cause or written approval by BIA, it will pay BIA damages in the amount of \$10,000.00, payable to BIA and due within thirty (30) days of the breach of contract, unless such termination occurs in accordance with section 9, below.
7. **Television, Internet, Radio, Promotions, and Sponsorship:** BIA and Brothers in Arms will exclusively control all local, regional, and national media rights as well as any Internet Live Streaming for the Classic and the Game. BIA and the schools/teams participating in the Classic will work together on all related matters, such as event promotion, securing sponsorships, and communications with the media. Teams agree to actively and in good faith promote the Classic event and the Game. BIA will comply with all state and school rules that apply to the media.
8. **Force Majeure:** If the staging of the Game or the Classic event or the participation of either party should be prevented or canceled due to any act of nature, inevitable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather, or for any other reason beyond the control of one or both of the Parties, neither Party shall be obligated in any manner to the other or to BIA under this Agreement with respect to the Game or, if the entire Classic event is canceled, with respect to the Classic, EXCEPT THAT teams shall continue to be bound by the Non-Disclosure and Non-Competition provisions.



9. **Term:** This Agreement shall continue in effect for one (1) year from the date of its execution, with the option to extend or renew for an additional term/year(s) exercisable upon mutual agreement of/by both Parties.
10. **Governing Law and Severability:** This "agreement" shall be governed by and construed under the laws of the State of Florida. The parties agree that if any term of this Agreement is held to be invalid or unenforceable to any extent in any context, the remainder of this Agreement and the application of such term, condition, or provision to other extents and/or in other contexts shall not be affected and shall continue in full force.
11. **Dispute Resolution:** The parties agree to negotiate in good faith to resolve any dispute that may arise concerning the terms of this Agreement. In the event the parties are not able to resolve such a dispute through good faith negotiation, the parties agree that the sole venue for judicial resolution of such dispute shall be in the appropriate Florida court.
12. **Counterparts:** This Agreement may be signed in counterparts. A faxed, scanned or email copy of the original executed Agreement shall have the same force and effect as the original.
13. **Final Agreement:** This document will serve as a final and binding agreement between the Parties. Any modification to this Agreement must be agreed upon by all Parties and contained in a written form signed by both schools. Please sign and return this document by Friday, March 15, 2013.



This is an agreement between Cocoa High School, Cocoa, Fl, Gonzaga College High School, Washington, DC, and Brothers In Arms LLC (hereinafter "BIA"). By accepting this agreement Cocoa agrees that it will play Gonzaga in a high school football game presented by BIA in the 2013 Brothers In Arms High School Football Classic. The Brothers In Arms Classic raises awareness and funds for the Brothers In Arms Foundation. The Foundation's mission is to create and finance educational and professional opportunities for military families and community servants where the need is significant. This Agreement sets forth the consent of Cocoa, Gonzaga, and BIA to each of the numbered paragraphs below.

SIGNATURE PAGE: *Please sign, scan, and email to Brian Hercules by Friday, March 15, 2013*

Accepted and Agreed by Cocoa Administrator

Signature: _____
School: _____
Printed Name: _____
Printed Title: _____
Date: _____

Accepted and Agreed by Cocoa Administrator

Signature: _____
School: _____
Printed Name: _____
Printed Title: _____
Date: _____

Accepted and Agreed by Eric Beach (BIA)

Signature: _____
School: _____
Printed Name: _____
Printed Title: _____
Date: _____

Accepted and Agreed by Gonzaga Administrator (s)

Signature: _____
School: _____
Printed Name: _____
Printed Title: _____
Date: _____

Cc: Eric Beach
Chairman
Brothers In Arms Classic
ebeach@frontlinestrat.com

PLEASE SIGN, SCAN and EMAIL TO: brian@brothersinarmsclassic.com