



2011 PRCA Rodeo Sponsorship

Professional Rodeo Cowboys Association 101 Pro Rodeo Drive • Colorado Springs, Colorado 80919 • (719)593-8840

*A complete application includes; the approval fee, sponsorship agreement, committee dues, tax ID number, along with all info requiring signatures of the Stock Contractor and Committee Contact.

RODEO INFORMATION:

(City and State)

(County)

(Name of Rodeo)

(Date of Rodeo)

NAME OF THE COMMITTEE SPONSORSHIP

CONTACT: (the individual responsible with whom the PRCA Sponsorship National Office should correspond concerning the Rodeo Sponsorship)

Name: _____

Mailing Address: _____

City/State/Zip: _____

Daytime Phone: _____

Cell Phone: _____

Email: _____

Fax: _____

PRCA National Sponsorships

Committee acknowledges that the PRCA or PRCAP shall have the right to secure and designate national corporate sponsors for the PRCA and its activities. Committee agrees to cooperate in good faith with the PRCA in fulfilling certain sponsorship rights granted to official PRCA National Sponsors and licensees with regard to PRCA-sanctioned events, including the above Rodeo, as hereinafter provided. Committee shall have the right to secure and designate for the above Rodeo, local and national sponsors not in competition with PRCA National Sponsors. Additionally, Committee shall have the right to secure and designate national corporate sponsors for the above Rodeo, even if in competition with certain PRCA National Sponsors, in accordance with the following understandings.

Exclusive sponsors are those that have exclusive contracts with the PRCA or PRCAP for sponsorship of the PRCA or PRCAP pursuant to which the PRCA and/or PRCAP have agreed that ***no other commercial enterprise selling products or services in competition with the product/service category of the exclusive sponsor will be designated by the PRCA or a PRCA Rodeo Committee as a sponsor of the PRCA or PRCAP-approved rodeo nor will any such competitor's signage be displayed in the rodeo arena, including any area visible from the arena seats, or immediately adjacent to the seating area.***

To summarize: Under no circumstances may you enlist the support of a sponsor that sells Western clothing (jeans and shirts), tobacco products (cigarettes, cigars, chewing tobacco, snuff or herbal leaf, root, or other vegetable-derived substitutes labeled as chew or snuff), or boots and footwear even if Wrangler, U.S. Smokeless Tobacco Co., and/or Justin respectively decline to sponsor your rodeo.

Types of PRCA National Sponsors

The PRCA and PRCAP presently have the following categories of National Sponsorships:

EXCLUSIVE SPONSOR — The PRCA and PRCAP currently have exclusive national sponsorship agreements with **Wrangler Jeans and Shirts** (Western apparel), and **Justin Brands** (boots and footwear).

FIRST RIGHT OF REFUSAL SPONSOR — The PRCA and PRCAP currently have first right of refusal sponsorship agreements with the **MillerCoors Brewing Co.** (malt beverages), **Dodge Truck** (automobiles and trucks), **AT&T Wireless** (wireless provider), **Montana Silversmiths** (western belt buckles) and **Pendleton Whisky** (spirit). First refusal (right to match) sponsors are those that have sponsorship contracts with the PRCA or PRCAP pursuant to which the PRCA and/or

PRCAP have agreed that *no other commercial enterprise, selling products or services in competition with the product/service category of the first refusal sponsor, will be designated by a PRCA Rodeo Committee as a sponsor of the PRCA-approved rodeo nor will any such competitor's signage be displayed in the rodeo arena, including any area visible from the arena seat, or immediately adjacent to the seating area, without the first refusal sponsor being offered the right of sponsorship in the subject product/service category on the same terms and conditions as those proposed for the competing sponsor.* If, after being offered the sponsorship opportunity, the first refusal sponsor declines to participate in the rodeo or elects not to meet the sponsorship terms proposed for the competing sponsor, Committee may then contract with the competing sponsor on the same terms as those proposed.

Committee MUST offer these companies the right of first refusal every year in which the Committee requests PRCA approval of the above rodeo.

To summarize: Any sponsorship deal with a beer, auto company, wireless provider, or western belt buckles will not be allowed until MillerCoors, Dodge, AT&T Wireless or Montana Silversmiths have been allowed 30 days to match the offer. The offer must be communicated to the PRCA sponsor on company letterhead by fax or mail, with a copy to PRCA Properties. A list of contact information for each sponsor is also attached.

SPONSOR IN OPPOSITION TO THE PRCA OR EXISTING PRCA NATIONAL SPONSOR — Under no circumstances shall Committee enter into a sponsorship with any person/company(ies)/etc. who will use or intend to use the sponsorship in any way (i) to oppose, demean or criticize the PRCA or the use of any product or service which is manufactured or distributed by a PRCA National Sponsor (including but not limited to Exclusive Sponsors and First Refusal Sponsors); or (ii) to oppose, demean or criticize National Sponsors. No committee shall accept payments from any party to deny any PRCA national sponsor from any sponsor brand exposure at the PRCA rodeo listed above.

ADDITIONAL SPONSORS — PRCA Properties reserves the right to add additional sponsors to any of the above categories at any time following the execution of this Agreement. In the event that an additional National Sponsor is added, Properties shall so inform Committee in a timely manner. Properties will work with Committee to resolve any issues related to existing committee contracts.

OFFICIAL LICENSED PRODUCT SALES — PRCA Properties has acquired several official licensees in an effort to promote PRCA ProRodeo and the individual rodeos. These licensees have been selected by their ability to provide the highest quality products and ability to service rodeo of all sizes. These PRCA licensees welcome the opportunity to work with your committee.

GUIDELINES — In order to sell any product with the official PRCA logos, these products must be produced or approved through a license agreement by PRCA Properties. Should the committee have interest in selling licensed PRCA products at the rodeo listed above, the committee must make arrangements with PRCA Properties or the licensee. The licensee also may have the capability of customizing apparel for each specific rodeo.

Montana Silversmiths is the official buckle company of the PRCA. As a corporate partner with the PRCA, Montana Silversmiths is also a "First Right of Refusal" sponsor. Any belt buckles that feature the PRCA logo that are sold or awarded by the committee must be produced by Montana Silversmiths.

Committee Obligations

Committee agrees to abide by the exclusivity provisions granted from time to time by PRCAP to its exclusive sponsors and to comply with the first refusal (right to match) options granted from time to time to its other national sponsors. If permanent signage at the rodeo site conflicts with any PRCA National Sponsor, then Committee should promptly inform the PRCA in writing of such conflict and cooperate with the PRCA to preserve the goodwill and integrity of its National Sponsor relationships. In complying with the first refusal options granted to national sponsors, Committee agrees to communicate in writing the first refusal (right to match) options to the appropriate PRCA National Sponsors as soon as reasonably practicable and in all events at least 90 days prior to the start of the above Rodeo.

Committee agrees to communicate in writing the first refusal (right to match) options to the appropriate PRCA National Sponsors as soon as reasonably practicable and in all events at least 90 days prior to the start of the above Rodeo. Committee shall be relieved of its obligations with regard to first refusal (right to match) options in the event the sponsor (to whom the first refusal option is offered) fails to respond within 30 days following receipt of the Committee's written proposal. Under no circumstances shall Committee enter into a sponsorship with any person/Co.(s)/etc. who will use or intends to use the sponsorship in any way (i) to oppose, demean or criticize the PRCA or the use of any product or service which is manufactured or distributed by a PRCA National Sponsor (including but not limited to Exclusive Sponsors and First Refusal); or (ii) to oppose, demean or criticize National Sponsors. Committee agrees that any stock contractor, rodeo producer or promoter and other persons hired or contracted by Committee in connection with the production of the above Rodeo shall comply with Committee's obligations under this Agreement. Failure to meet these contractual obligations may constitute a violation of Bylaw 10.3.1 of the PRCA Bylaws.

prior year's PRCA sponsor, Committee (or the competitor sponsor) must provide benefits and bonuses to event purses, contestants, stock contractors, and contract personnel at the above Rodeo at least equal to the PRCA Sponsor Benefits (defined below) that would have been provided in connection with the Rodeo by such PRCA sponsor if Committee had not used the competitor sponsor in preference to such PRCA sponsor. For purposes of this paragraph, "PRCA Sponsor Benefits" shall mean the added purse money, bonuses, awards and other financial considerations and benefits provided to event prize money, contestants, stock contractors, and contract personnel by the first refusal sponsor in question under such PRCA sponsor's program in effect during the current PRCA rodeo season in which the above Rodeo is held. Such PRCA Sponsor Benefits include, but are not limited to, the Dodge Truck bonus monies, etc. Committee shall be obligated to provide such equivalent benefits only for the first year in which the competitor sponsor is used in preference to the PRCA first refusal sponsor; Committee shall not be obligated to continue the PRCA Sponsor Benefits following the first year of such competitor sponsor's relationship with Committee. Notwithstanding the foregoing, Committee shall have no obligation to provide the PRCA Sponsor Benefits at the above Rodeo under circumstances where the PRCA first refusal sponsor declines to continue its sponsorship relationship with Committee for the above Rodeo after having been afforded the opportunity by Committee to renew the sponsorship on the terms and conditions in effect for the current year under such sponsor's national sponsorship agreement with the PRCA. In all events, however, Committee must comply with the first refusal options of PRCA national sponsors prior to using a competitor sponsor in the product/service categories of PRCA national sponsors whether or not Committee is obligated to provide the PRCA Sponsor Benefits at the above Rodeo (i.e., whether or not the PRCA first refusal sponsor is willing to renew its prior year's sponsorship agreement.

Continuation of PRCA Sponsor Benefits

Committee may use a competitor sponsor of a PRCA first refusal sponsor if such PRCA sponsor fails to match the offer made by the competitor sponsor for sponsorship of the above Rodeo, and provided that Committee complies with all other applicable requirements. However, in the event that Committee used a PRCA first refusal sponsor in the year immediately preceding the above Rodeo and decides to use a competitor sponsor at the above Rodeo in the product/service category of the

Rodeo Committee: _____
(Formal Name of Rodeo Committee Entity)

By: _____
(Signature of Authorized Representative)

Title: _____
(Capacity on Behalf of Rodeo Committee)

PRCA Card No.: _____

Please keep a copy for your records.