



2008 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 RODEO COMMITTEE CONTACT:

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

(Signature required on 6th page): _____

Mailing address: _____

City/State/Zip: _____

Daytime phone number: _____

Cell phone number: _____

E-mail address: _____

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.

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), an U.S. Smokeless Tobacco Co. (all tobacco products and herbal, leaf or other vegetive substitutes labeled as chew or snuff.)

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 PRCA-approved rodeo nor will any such competitor's signage be displayed in the rodeo arena.***

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

FIRST RIGHT OF REFUSAL SPONSOR — The PRCA and PRCAP currently have first right of refusal sponsorship agreements with the **Coors Brewing Co.** (malt beverages), **Dodge Truck** (automobiles and trucks), **Justin Brands** (boots and footwear) and **Cingular Wireless (The New AT&T)** (wireless provider.) 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 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, western boot company or wireless provider will not be allowed until Coors, Justin Boots, Dodge or Cingular Wireless (The New AT&T) have been allowed 30 days to match the offer. The offer must be communicated to Coors, Justin Boots, Dodge or Cingular Wireless (The New AT&T) at their headquarters (Coors – Denver, Colo.; Justin – Ft. Worth, Texas; Dodge – Ottumwa, Iowa; and Cingular - Atlanta, GA) by fax or mail, with a copy to the PRCA Properties.

FIRST CONSIDERATION SPONSOR — The PRCA and PRCAP currently have first consideration sponsorship relationships with Montana Silversmiths (western belt buckles).

First consideration sponsors are those that have sponsorship relationships with the PRCA or PRCAP pursuant to which the PRCA and/or PRCAP have agreed that first consideration should be given to such sponsors by PRCA Rodeo Committees before any other commercial enterprise selling products or services in competition with the products/services of the first consideration sponsor will be designated as a sponsor of a PRCA-approved rodeo, or before the competing sponsor will be allowed to display signage in the rodeo arena. Committee is not obligated to use first consideration sponsors or to offer them sponsorship rights on the same terms and conditions as those offered to competitors. Nonetheless, the PRCA encourages Committee to consider offering and negotiating sponsorship rights to first consideration sponsors before approaching or contracting with competing sponsors for sponsorship in the product/service category of the first consideration sponsor.

To summarize: The PRCA would respectfully ask that you contact Montana Silversmiths before starting conversations with their competitors. However, you are not obligated to do so. Notwithstanding to the above, no retail or Awards Buckles, are allowed to utilize the PRCA marks without specific approval from PRCA Properties.

SPONSOR IN OPPOSITION TO THE PRCA OR EXISTING PRCA NATIONAL SPONSOR — Under no circumstances shall Committee enter into a sponsorship with any person/Co.(s)/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, First Refusal, and First Consideration 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.

OFFICIAL LICENSED PRODUCT SALES — PRCA Properties Inc. has acquired several official licensees in an effort to promote PRCA proroдео 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, Inc. Apparel (t-shirt,

ball caps, etc.) will be through Main Gate. Should the committee have interest in selling licensed PRCA products at the rodeo listed above, the committee must make arrangements with the licensee. The licensee also has 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 Consideration 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 and first consideration rights 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 first refusal options and first consideration rights granted to national sponsors, Committee agrees to communicate in writing the first refusal (right to match) options and first consideration proposals 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 and first consideration rights in the event the sponsor (to whom the first refusal option is offered or the first consideration proposal is made) 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, First Refusal, and First Consideration Sponsors); 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.

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. Committee may use a competitor sponsor of a PRCA first consideration sponsor after first giving due consideration to such PRCA sponsor for sponsorship of the above Rodeo. However, in the event that Committee used a PRCA first refusal or first consideration 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 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 or first consideration 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 or first consideration 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 or first consideration 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 and first consideration rights 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 or first consideration sponsor is willing to renew its prior year's sponsor-

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

By : _____ Date: _____
(Signature of Authorized Representative)

Title : _____
(Capacity on Behalf of Rodeo Committee)

PRCA Card No. : _____

Please keep a copy for your records.

