

From: "Elcano, Sara" <Sara.Elcano@oregonstate.edu>

To: "Blaylock, Brent" <brent.blaylock@oregonstate.edu>, "Bruns, Jacqueline Michelle" <Jacque.Bruns@oregonstate.edu>, "Barnes, Scott" <Scott.Barnes@oregonstate.edu>, "Escobar, Aaron" <aaron.escobar@osufoundation.org>

Subject: RE: Blueprint Sports partnership contract draft

Date: Tue, 24 Jun 2025 22:42:58 +0000

Importance: Normal

Attachments: SE_BPSE_Oregon_State_SERVICES_AGREEMENT_copy.docx

Inline-Images: image001.jpg

My comments are all pretty obvious and consistent of either noting inventory we don't have or potential conflict with the MMR agreement ([REDACTED]).

From: Blaylock, Brent <brent.blaylock@oregonstate.edu>

Sent: Monday, June 2, 2025 1:52 PM

To: Elcano, Sara <Sara.Elcano@oregonstate.edu>; Bruns, Jacqueline Michelle <Jacque.Bruns@oregonstate.edu>; Barnes, Scott <Scott.Barnes@oregonstate.edu>; Escobar, Aaron <aaron.escobar@osufoundation.org>

Subject: FW: Blueprint Sports partnership contract draft

Please review the attached proposed agreement with Blueprint and the pro forma and let me know if you have any thoughts or revisions. They accommodated the request to move to a three-year agreement and revised compensation structure. The items in Section 3 will need to be addressed as we either can't/won't be able to provide some of those items.

If possible, please give this a look at your earliest availability as we race to get the agreement signed and people hired for a 7/1 transition.

Thanks,

Brent



BRENT BLAYLOCK
EXECUTIVE DEPUTY ATHLETIC DIRECTOR
/ CHIEF OPERATING OFFICER
541-737-3969
137 Gill Coliseum
Corvallis, OR 97331

#1744.1

SERVICES AGREEMENT

This Services Agreement ("Agreement") is dated _____, 2025, by and between Blueprint Sports and Entertainment, LLC ("BPSE"), d/b/a Blueprint Sports Agency, and the Oregon State University Athletics, an instrumentality of the State of Oregon ("University"). BPSE and the University will be referred to individually as a "Party" or collectively as the "Parties."

1. **Services.** BPSE provides will provide services and consulting for revenue generation, consulting and management of University student-athletes' (each a "Student-Athlete" or collectively, "Student-Athletes") name, image and likeness ("NIL") services, including through the use of BPSE's proprietary software, online platform and digital wallets (collectively, the "Platform") (with the Platform, the "Services") to the University in furtherance of the purposes of the University's intercollegiate athletic programs as agreed upon by the Parties ("Programs"). The Services will include marketing, generation of new revenue and leads, sponsorships, fundraising, Student-Athlete recruiting and contract negotiations, roster strategy and consulting, industry updates, coaching concierge services, and NIL budget management, coordination and administration (including Student-Athlete payments and tax reporting) in accordance with BPSE's ordinary course of business. BPSE will provide a three-person dedicated staff of such personnel as reasonably selected by BPSE, at BPSE's sole cost and expense, to assist the University in the performance of the Services. The University will provide such reasonable office accommodations in the athletic department rent-free for such personnel.

2. **Consideration.** In consideration of the Services and the use of the Platform, University agrees to pay BPSE the following (collectively, "Fees"):

a. **Annual Services Fee:** \$250,000 per year (or part thereof) during the Term, payable for the first Contract Year (as hereinafter defined) upon execution of this Agreement. For each subsequent year (or portion thereafter), the Annual Service Fee will be payable at the anniversary date of this Agreement, with annual increases of 3% per year, beginning in the term's second year. Any amounts unpaid within 10 days after its due date will bear interest at 1% per month. Any short year will be prorated.

b. **BPSE Obligations.** BPSE will generate at least \$750,000 of BPSE Fundraising (as hereinafter defined) each Contract Year ("Fundraising Target"). The Fundraising Target will increase by 3% for each Contract Year.

c. **"Fundraising Bonuses:"** Any short period will be prorated.

i. For all amounts processed, collected, donated, granted, paid, substantially negotiated, or for which BPSE is the procuring cause ("BPSE Fundraising"), BPSE will retain 75% of such BPSE Fundraising more than \$750,000 up to \$1,150,000. Any amounts of BPSE Fundraising above \$1,150,001 will be divided equally between the University and BPSE.

d. **Contract Administration Fee.** BPSE will be paid an administration fee of 1.25% for any University NIL revenue (including BPSE Fundraising) for amounts administered, processed, and/or paid by BPSE, to University student-athletes, including through the Platform. BPSE will invoice the University for any amounts not withheld or otherwise paid, which invoice will be payable within 30 days.

e. **Reports and Late Fee.** The Annual Services Fee, Contract Administration Fee, the Fundraising Bonuses, the Contract Administration Fee and any other amounts payable under this Agreement (collectively "Fees") and not paid by its respective due date will bear interest at the rate of 1% per month until paid in full.

f. BPSE will provide University monthly reports and calculation of BPSE Fundraising in such form and substance as reasonably determined by BPSE in

accordance with BPSE' normal and ordinary practices. Reports will be provided for each month by the last day of the subsequent month.

- g. If the University fails to pay any Fees as provided herein, BPSE may, at its option and in its reasonable discretion, suspend, reduce, limit, or terminate any Services and/or this Agreement.

3. Obligations of the University. For each Contract Year, the University will provide BPSE the following:

- a. The University will include BPSE in at least two quarterly emails to University sponsors, donors, and supporters, in such form and content as BPSE reasonably requests.
- b. At least eight football, four men's basketball, and eight baseball adjacent Club Level (or comparable) season tickets.
- c. At least eight sideline passes for each home men's football game, four all-access passes to each University home game for every University sport (pre-, regular, and post-season, whether or not the University is designated as the "home team").
- d. At least four suite-level passes for each men's football and men's basketball game (pre-, regular, and post-season, whether or not the University is designated as the "home team").
- e. At least four parking passes for each men's football game and two parking passes for men's basketball and baseball games (pre-, regular, and post-season, whether or not the University is designated as the "home team").
- f. At least four road (non-home) men's football and men's basketball teams travel or charter seats, hotel accommodations (single occupancy), and team or other reasonable ground transportation, for one road game per season, as designated by BPSE, upon at least 30 days prior written notice.
- g. At least one minimum 15-minute podcast interview with the head football coach and head men's basketball coach, and non-exclusive distribution through primary University media channels during the conference regular season.
- h. Year-round access (during regular hours of operation) to provide paid tours of Reser Stadium and related facilities for up to 10 guests and sponsorship and/or sales tours to prospective sponsors, donors, and/or other revenue sources, upon such terms and conditions as reasonably requested by the University.
- i. At least two bye or away game weekend fan photo events at Reser Stadium at such times and dates as reasonably requested by BPSE upon at least 10 days prior written notice.
- j. Any outdoor activities pursuant to this Section 3 may be postponed by BPSE in BPSE's reasonable discretion, considering weather conditions and response.
- k. The ability to license or sell to sponsors, donors and other third party revenue sources field and/or court (practice or game) and uniform logos, patches (practice or game), subject to the reasonable approval of University, which approval will not be unreasonably withheld conditioned or delayed.
- l. The ability to license and/or rent the University athletic facilities for non-athletic events, such as concerts, upon such terms and conditions as reasonably agreed upon by the University.

Commented [ES1]: There is minimal potential for this to be an issue with BSP as email is included in the MMR agreement. I should be able to manage the concerns, if they come up, but just worth noting.
Elcano, Sara
2025-06-24 15:31:00

Commented [ES2]: I would very much prefer to give more football than to give up 8 bb seasons. If we have to do 8, I propose 4 reserved and 4 GA.
Elcano, Sara
2025-06-24 15:33:00

Commented [ES3]: Doesn't exist. If we have unsold second row courtside, we could make those available but won't know that until closer to the start of the season.
Elcano, Sara
2025-06-24 15:35:00

Commented [ES4]: As of now, doesn't exist.
Elcano, Sara
2025-06-24 15:36:00

Commented [ES5]: This doesn't mention tickets but should they be requested, a reminder that we would likely be paying for all of these.
Elcano, Sara
2025-06-24 15:36:00

Commented [ES6]: Podcasts are included in the MMR agreement. GC would have to respond on the risk of including this.
Elcano, Sara
2025-06-24 15:37:00

Commented [ES7]: MMR agreement again
Elcano, Sara
2025-06-24 15:39:00

Commented [ES8]: We will have to make sure they don't put up sponsor signage during these events as that would cross into the MMR agreement
Elcano, Sara
2025-06-24 15:40:00

4. Insurance. BPSE will maintain insurance policies with such companies and limits, including any insurance required by law, as BPSE determines in its reasonable discretion, including, however, Commercial General Commercial Liability and Bodily Injury and Property Damage.

5. Term. The Term of this Agreement will be three years ("Term"), beginning July 1, 2025 ("Effective Date"). Either Party may terminate this Agreement upon at least 60 days prior written notice, provided, however, that if the University terminates this Agreement prior to the expiration of the Term, University agrees to pay BPSE an early termination fee equal to the then-current Annual Management Fee, prorated for the year of termination plus the remaining Annual Management Fee for the remainder of the Term. Notwithstanding the foregoing, if BPSE has failed to distribute to the University, in arrears, for the preceding Contract Year, at least \$250,000, including 30% of BPSE Fundraising pursuant to Section 2(c) (as reasonably determined by BPSE in the ordinary course of business), within 30 days after the end of such Contract Year, either Party may terminate this Agreement within 30 days after the applicable payment date.

Notwithstanding the foregoing, this Agreement may be terminated, upon written notice for any of the following:

- a. Either Party may terminate this Agreement upon at least 30 days prior written notice if in such Party's reasonable discretion, the NCAA or any other governing body which has legislative or administrative control over the University or collegiate athletics ("Governing Bodies") enacts a law, rule, regulation, statute, or other form or any other document that would render this Agreement as non-conforming with the NCAA or any other governing body;
- b. By the aggrieved Party upon at least 10 days prior written notice if the other Party acts in a manner that injures the reputation, name, image, and likeness of the other Party, in the reasonable opinion of the terminating Party; or
- c. By the non-breaching Party immediately if the other Party materially breaches this Agreement and such breach is not cured within 30 days after notice thereof from the non-breaching Party.
- d. By the University upon at least 30 days prior written notice if the BPSE CEO, as of the Effective Date, is no longer engaged by BPSE prior to the expiration of the Term.

6. Indemnification. The University agrees to protect, indemnify and hold harmless BPSE and its members, managers, officers, directors, employees, agents and other representatives, and successors and assigns, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including attorneys' fees and costs, arising out of, or in any way connected with, any breach of this Agreement, the provision of any copyrighted or other intellectual property protected materials, or any actions or omissions of the University or any violation of any applicable rules, regulations, laws, or pronouncements of any Governing Bodies. BPSE agrees to protect, indemnify and hold harmless the University and its employees, employees, agents and other representatives, and their respective successors and assigns, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including attorneys' fees and costs, arising out of, or in any way connected with, any breach of this Agreement, any actions or omissions of BPSE or any claim or action related to or arising from the operation of BPSE' business.

7. Notice. Any notice provided in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested), or sent by reputable overnight courier service (charges prepaid) or confirmed electronic transmission, to the Parties at the addresses below indicated (or as otherwise designated by the University or BPSE):

BPSE: 1120 N Town Center Dr, Ste 160
Las Vegas, NV 89144

Email: rob@blueprintsports.com

With a copy to: Steven Pacitti, Esq.
4435 S. Eastern Avenue
Las Vegas, NV 89119
Email: spacitti@gdallashorton.com

University: Oregon State University
Address: _____

Email: _____@_____

With a Copy to: _____
Address: _____

Email: _____@_____

8. Confidential Information. The term "Confidential Information" includes, but is not limited to, all proprietary information owned by the Parties and not generally known or knowable, to the public and which the disclosing Party would reasonable expect to be kept confidential, that is communicated orally, written, printed, electronically or any other form or medium, or which was learned, discovered, developed, conceived, originated, or prepared by either of the Parties in the scope and course of their relationship, relating directly or indirectly to recruiting strategies, information or contacts, business or fundraising strategies, processes, technical data, trade secrets, know-how, advice, consultations, proprietary information, client, donor or sponsorship lists, assets, business operations, specifications, designs, plans, drawings, computer programs, software, data, prototypes or other strategic, business and/or technical information belonging to the Parties, operational methods, economic and business analyses, models, strategies, and projections, promotion methods, and other proprietary information relating to the businesses or programs of the Parties and any and all other concepts, as such Confidential Information pertains personally to principals or additional information that has independent economic value.

- a. Non-Disclosure. The Parties agree that they shall have the obligation to:
 - i. hold the Confidential Information in the strictest of confidence;
 - ii. not use the Confidential Information for any personal gain or to the detriment of the other party;
 - iii. take all steps necessary to protect the Confidential Information from disclosure and implement internal procedures to guard against such disclosure;
 - iv. not disclose the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions, or other facts with respect to the transaction; and
 - v. not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of a breach by any of the Parties and their confidentiality obligations hereunder.
- b. Survival. This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Parties, its employees, agents, representatives, successors, heirs, and assigns.

c. Exceptions to Confidential Information. The Parties shall not be restricted from disclosing or using Confidential Information that:

- i. was freely available in the public domain at the time it was communicated between the Parties;
- ii. was subject to public inspection in accordance with law;
- iii. subsequently came to the public domain through no fault of the Parties;
- iv. is in either BPSE's or the University's possession free of any obligation of confidence at the time it was communicated;
- v. is independently developed by either BPSE, the University, or its representatives without reference to any information communicated to or by the other Party;
- vi. is provided by either BPSE or the University in response to a valid order by a court or other governmental body, as otherwise required by law; or
- vii. is approved for release by written authorization of an officer or representative of BPSE or the University.

d. Use or Disclosure of Confidential Information. The Parties shall only use Confidential Information as directed and not for its own purposes or the purposes of any other party. Neither BPSE nor the University shall disclose the Confidential Information received under this Agreement to persons within their organization only if such persons are on a "need to know" basis. The Parties shall advise each person to whom disclosure is permitted that such information is confidential and proprietary property may not be disclosed to others or used for their own purpose. This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Parties, including but not limited to their employees, agents, representatives, successors, heirs, and assigns.

e. Notice of Disclosure. If either of the Parties receive a request or is required (by deposition, interrogatory, request for documents, subpoena, public information request, civil investigative demand, or similar process) to disclose all or any part of the Confidential Information, the Parties agree, if legally permissible, to (a) promptly notify the other party of the existence, terms, and circumstances surrounding such request or requirement, (b) consult with the other party on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the other party in seeking a protective order or another appropriate remedy; provided, however, that the disclosing party shall not be required to take any action in violation of applicable laws. If such protective order or other remedy is not obtained or that one of the Parties waives compliance with the provisions hereof, the disclosing party shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the disclosing party not permitted by this Agreement.

f. Term. With respect to Confidential Information, this Agreement will remain in effect for the duration of the Agreement plus two years.

g. Return of Confidential Information. Upon request from any of the Parties or upon the termination of negotiations and evaluations, both Parties will promptly deliver all originals and copies of all documents, records, software programs, media, and other materials containing any Confidential Information. Both Parties shall also return to each other files and other personal property belonging to one another. Neither BPSE nor the University shall be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records, or materials whatsoever of the Confidential Information.

9. Non-circumvention. Neither Party will (without the prior written consent of the other Party), directly or indirectly: (i) initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any third party(ies), including any employee or contractor of the other Party, for any work, project, product or equipment, whatsoever in competition with the other Party; or (ii) otherwise seek to by-pass, compete, avoid or

circumvent the other from any business opportunity that is related to or arising from the Services.

10. Exclusivity. This Agreement is an exclusive agreement between the University and BPSE. The University agrees not to enter another agreement that interferes with the performance of the Services. The University agrees to (i) use diligent efforts to cooperate with BPSE to make University athletic department staff available to BPSE as reasonably requested by BPSE for the provision of the Services; and (ii) provide University logos, trademarks, guides, and marketing and promotional materials available to BPSE for the provision of the Services, as reasonably requested by BPSE, provided, however, that the use of any such trademarks will be subject to the University's approval in each instance; provided, however, that any approval not granted or denied within five business days after request therefor, will be deemed approved. Nothing contained in this section will constitute or imply the use of any intellectual property of any third party other than the University and University Student-Athletes.

10. Miscellaneous. This Agreement will be governed by the laws of Oregon. The undersigned represent and warrant that they have authority to sign on behalf of the respective party. The failure of any party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions. Any waiver of such rights must be set forth in writing. If any provision of this Agreement shall be declared illegal, invalid, void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby. This Agreement may not be assigned by either party without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement constitutes the entire understanding of the parties and can be amended only in writing.

BLUEPRINT SPORTS AND ENTERTAINMENT, LLC:

By: _____
Its: _____

OREGON STATE UNIVERSITY ATHLETICS:

By: _____
Its: _____