



TO: Prospective Licensee
FROM: WNBA Enterprises, LLC. ("Enterprises")

RE: **PROSPECTIVE WNBA LICENSE APPLICATION**

As requested, attached please find an WNBA Enterprises, LLC. ("Enterprises") prospective WNBA license application. We appreciate your interest in licensing with the WNBA. **NOTE: Enterprises reviews each application submitted, however, we receive far more applications for licenses than we are able to grant. Enterprises retains the right to approve or deny any license application in its sole discretion.**

You should be aware that, as standard license terms, Enterprises may require, among other things, payment of the following: (i) a royalty on the net sales of each licensed article sold and/or a license fee in consideration for the rights granted by Enterprises; (ii) an annual minimum guarantee; and/or (iii) a merchandise credit to Enterprises for the licensed articles (all of the above in amounts to be determined by Enterprises). Moreover, as a prerequisite to Enterprises consideration of a new licensee, the applicant must have an established means of distribution and a sufficient direct sales force (or number of sales representatives) to actively promote the sale of the licensed articles throughout the authorized territory.

If possible, you should submit samples of the items for which you are seeking a license. The samples do not have to be WNBA oriented, but should be of the exact style for which you are requesting a license. No sample or product will be reviewed unless a completed and executed Submission of Ideas Agreement (attached) has been received. We will make every effort to return all samples.

Please be advised that Enterprises has the exclusive right to license for commercial purposes the use of the names, symbols, emblems, designs, logo identifications and uniforms of the WNBA and its member teams.

Only fully completed applications will be evaluated. Failure to provide any of the information requested in the application will preclude Enterprises consideration. Please allow a minimum of six weeks from receipt of your completed application for our review. Thereafter, a written response to your application will be sent.

We look forward to receiving your completed application.

***You must have Adobe Acrobat Reader to view and print the document. You can download it for free from Adobe: <http://www.adobe.com/products/acrobat/readstep2.html>**



WNBA ENTERPRISES, LLC.

100 Plaza Drive • Secaucus, NJ 07094

Frequently Asked Questions

Q: Is there a fee to apply for a license?

A: There is no fee to apply for a license.

Q: What are the minimum guarantees?

A: Annual guarantees vary greatly - in determining minimum guarantees, Enterprises considers many factors including but not limited to: wholesale pricing, projected sales and distribution and financial soundness of the company. Enterprises may require all or part of the minimum guarantee to be paid up front.

Q: I am a start-up company or new to licensing and cannot answer many of the application questions. How should I handle this and how will it affect my chances of getting a license?

A: Every question must be answered to the best of your ability. If you feel that something does not apply to you, please answer “N/A” and include a brief explanation of why (attach additional pages as necessary). If you cannot forecast sales projections or do not have established distribution, we recommend waiting to apply until you can do so.

Q: My manufacturing information is confidential. What if I don't want to supply it?

A: As part of our standard background check of potential licensees, we research manufacturers. Without complete information, your application will not be reviewed.

Q: Will Enterprises sign a confidentiality agreement?

A: No

Q: I have an idea for a product but I am not interested in/or qualified for a license. Does Enterprises buy ideas?

A: No. Enterprises does not manufacture or sell products. If you have a specific product idea, Enterprises may, at its discretion, provide you with a list of licensees in that product category so you may contact those licensees about potential opportunities.

Q: How long will the entire application process take?

A: Allow a *minimum* of six weeks for Enterprises to review your application.

Q: Where do I submit my completed application?

A: Please submit completed applications to NBALicensing@NBA.com. A member of the WNBA licensing team will contact you if samples are requested.

**WNBA ENTERPRISES, LLC.****100 Plaza Drive • Secaucus, NJ 07094****PROSPECTIVE ENTERPRISES LICENSEE INFORMATION FORM****1. Instructions/General Information**

Before submitting this information request to WNBA Enterprises, LLC. (“Enterprises”), please review 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 ENTERPRISES HEREIN DOES NOT CONSTITUTE AN OFFER TO CONTRACT OR A SOLICITATION BY THE ENTERPRISES TO OFFER CONTRACT.**

You acknowledge that Enterprises 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 Enterprises 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, Enterprises will only consider your proposal upon your execution of Enterprises “Submission of Ideas” agreement (attached hereto) and upon the terms stated therein.

2. General Information

A.	Name of Business:	
B.	Address:	
C.	Telephone Number:	
D.	Years in Business:	Fax Number:
E.	Name and Title of Principal Contact:	
F.	Name(s) and address(es) of any immediate predecessor(s) in interest to your organization:	

3. Financial Information**A. Bank References**

1.	Bank Name:	
	Branch:	Account Number:
	Address:	
	Bank Contact:	
	Telephone:	

**B. Business References (suppliers or vendors who deal with the Company)**

1.	Reference Company Name:
	Address:
2.	Reference Company Name:
	Address:
	Reference Contact:
	Telephone:
	Reference Company Name:
	Address:
	Reference Contact:
	Telephone:

4. Sales and Distribution Information

A.	Company's sales for the most recent year (all products):						
B.	Sales force description (indicate number of people): <table><tr><td><input type="checkbox"/> Own Sales force</td><td>Number of salespersons = _____</td></tr><tr><td><input type="checkbox"/> Reps</td><td>Number of reps/jobbers = _____</td></tr><tr><td><input type="checkbox"/> Distributors</td><td>Number of distributors = _____</td></tr></table> Tell us more about your sales: <div style="border: 1px solid black; height: 80px; width: 100%;"></div>	<input type="checkbox"/> Own Sales force	Number of salespersons = _____	<input type="checkbox"/> Reps	Number of reps/jobbers = _____	<input type="checkbox"/> Distributors	Number of distributors = _____
<input type="checkbox"/> Own Sales force	Number of salespersons = _____						
<input type="checkbox"/> Reps	Number of reps/jobbers = _____						
<input type="checkbox"/> Distributors	Number of distributors = _____						
C.	Trade/Brand names of products manufactured/sold by the company: <div style="border: 1px solid black; height: 100px; width: 100%;"></div>						

4. ***Sales and Distribution Information (continued)***

D. Distribution Summary – Please provide below a list of top retail accounts (by category) to which the Company currently distributes:

1.	Mass Merchants (i.e. Target / Walmart):
2.	Internet (i.e. Amazon / Ebay):
3.	Moderate Department Stores (i.e. Kohl's / JCPenney):
4.	Sporting Goods (i.e. Dick's / Sports Authority):
5.	Specialty Licensed (i.e. Lids / Fanzz):
6.	Better Department & Boutiques (i.e. Bloomingdales's / Sak's):
7.	Specialty Stores (i.e. Urban Outfitters / Gap):
8.	Value (i.e. TJMaxx / Marshalls):
9.	Clubs (i.e. Costco / Sam's Club):
10.	Independent/Urban (i.e. Flight Club / Jimmy Jazz):

5. ***Other License Information***

A. Does the Company hold other licenses? ☐ Yes ☐ No

B. If "yes," please list:

Licensor:	Years Under License:
Licensed Property:	
Contact/Info:	

Licensor:	Years Under License:
Licensed Property:	
Contact/Info:	

**6. Marketing**

- A.** Who is responsible for the Company's product design and artwork?

Name:
Telephone:

- B.** Describe your quality control process.

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7. Manufacturing Information

Please note all outside manufactures will be required to sign a 3rd Party Contributor Agreement should you be approved for an WNBA license.

- A.** Will the products be manufactured domestically or internationally? ☐ Domestic ☐ International

If the products are manufactured outside the United States, additional information will need to be provided upon approval.

- B.** Will the Company manufacture the product(s)? ☐ Yes ☐ No ☐ Both

- C.** If the Company will **not** be the manufacturer, who will be?

Manufacturer Name:
Address:
Telephone:
Name and Title of Contact:

- D.** If the company **will** be the manufacturer, please provide the name(s) and address(es) of each manufacturing facility:

Facility Name:
Facility Address:



8. *Proposed WNBA Business*

Please fill out the following section as it relates to the product(s) you are seeking an WNBA license for. If requested, samples should be readily accessible for WNBA assessment.

A. Description of products for which an WNBA license is sought:

Product 1:
Product 2:
Product 3:

B. Does the Company currently sell the type of product(s) it seeks to have licensed:

☐ Yes ☐ No

C. Estimated wholesale selling price (per unit):

Product 1:
Product 2:
Product 3:
Product 4:

D. Estimate of annual wholesale dollar volume of the products you wish to sell under this license (by product, if applicable). This must be completed:

Year 1		Year 2	
P1 _____	P1 _____	P1 _____	P1 _____
P2 _____	P2 _____	P2 _____	P2 _____
P3 _____	P3 _____	P3 _____	P3 _____
P4 _____	P4 _____	P4 _____	P4 _____

E. If you currently market a similar type of product, what was its wholesale dollar value for the most recent year?

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8. ***Proposed WNBA Business (Continued)***

- F.** Distribution Summary of Proposed WNBA Business – Please provide below a list of top retail accounts (by category) to which the product would be distributed:

1.	Mass Merchants (i.e. Target / Walmart):
2.	Internet (i.e. Amazon / Ebay):
3.	Moderate Department Stores (i.e. Kohl's / JCPenney):
4.	Sporting Goods (i.e. Dick's / Sports Authority) :
5.	Specialty Licensed (i.e. Lids / Fanzz):
6.	Better Department & Boutiques (i.e. Bloomingdales's / Sak's):
7.	Specialty Stores (i.e. Urban Outfitters / Gap):
8.	Value (i.e. TJMaxx / Marshalls):
9.	Clubs (i.e. Costco / Sam's Club):
10.	Independent/Urban (i.e. Flight Club / Jimmy Jazz):

9. ***Proposed WNBA Business Plan - Marketing***

- A.** Should the Company receive an Enterprises license, what amount do you plan to spend in advertising, promotion, and merchandising funds in support of the licensed product(s) during the first year?

Advertising Amount:	Promotion Amount:	Merchandising Funds:
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9. ***Proposed WNBA Business Plan – Marketing (Continued)***

B. Initial marketing date:

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C. Date product is to be presented to buyers:

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10. ***Other Information***

A. Has the Company, its predecessors in interest, or any of its principals ever been the subject of any bankruptcy, insolvency, or receivership proceeding? ☐ Yes ☐ No
If “yes,” please explain each instance:

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B. Has the Company, its predecessors in interest, 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? ☐ Yes ☐ No
If “yes,” please explain each instance:

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C. Has the Company, its predecessors in interest, or any of its principals ever been the subject of any proceedings before the Federal Trade Commission? ☐ Yes ☐ No
If “yes,” please explain each instance:

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NBALicensing@NBA.com



BUSINESS PLAN OUTLINE

1. Objective

- Concise statement of what goals you are trying to meet with this product.
- Include information with reference to size of market, major competitors, respective shares of market and current trends.

2. Strategy

- How, and on what product(s) or product line(s), will the license be utilized?
- To what extent will the license be utilized, including: advertising and promotional budget, packaging, POS materials, cooperative merchandise agreements, etc.?
- Define specific distribution strategies with regard to key retailers.

3. Tactics

- Specific action(s), concept(s) or program(s) that will be employed to achieve objectives and support strategies. These comments should be more representative of tactics than strategy, e.g., sales meetings to announce product line(s), sales tools, advertising, hang-tags, packaging designs, POS materials, etc.

4. Terms of Proposal

- Period of time, including a marketing date
- Territory (territories outside the US must be identified individually and may require a separate license)
- Product category (e.g., adult apparel, youth apparel, novelties, etc.)
- Advertising/promotional plan

**WNBA ENTERPRISES, LLC.****100 Plaza Drive • Secaucus, NJ 07094****GENERAL AUTHORIZATION AND RELEASE**

I hereby authorize the Women's National Basketball Association (WNBA) to request and receive any information concerning me from any persons, companies, corporations, partnerships, associations, credit bureaus, law enforcement agencies, and licensing agencies.

I also authorize any of the above parties to furnish the WNBA with information and credit, reports concerning me as requested by the WNBA. I further release all such parties and the WNBA from any and all liability and responsibility arising out of the release of any such information or credit reports.

Name:

Title:

Date of Birth:

Social Security Number:

Home Address:

Home Phone:

Business Name or D/B/A:

Business Address:

Business Phone:

Signature:

Date:



WNBA ENTERPRISES, LLC.

100 Plaza Drive • Secaucus, NJ 07094

WNBA ENTERPRISES, LLC. SUBMISSION OF IDEAS AGREEMENT

We appreciate your interest in becoming a licensee of WNBA Enterprises, LLC. (“Enterprises”) and your suggestion for a potential new product, promotion or program (the “Creative Material”). However, Enterprises receives many proposals and suggestions concerning Creative Material, many of which are very similar to products, promotions or programs that Enterprises has previously developed on its own or through discussions with third parties. It has therefore become necessary for us to adopt a policy of refusing to consider any unsolicited Creative Material unless the person submitting it has signed this Submission of Ideas Agreement (the “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 this Agreement.** Please sign this Agreement in the space provided, return the original to us, and keep a copy for your records. (For convenience, “Enterprises”, as used herein and solely for purposes of this Agreement, shall be deemed to include Enterprises authorized representatives).

You hereby acknowledge and agree as follows:

1. Enterprises shall cause its employee(s) having the duty of evaluating Creative Material of the type now being submitted to review your submission. You agree that Enterprises may use your submission or one or more of its features or components for any purpose Enterprises deems appropriate and regardless of whether Enterprises agrees to grant you a license. Alternatively, Enterprises may grant you a license, on terms and conditions to be mutually agreed upon, to use the trademark, logo, or other identifying feature of the WNBA and its Member Teams (“NBA Trademarks”) in connection with a product or service based on this submission (an “Enterprises License”). If you and Enterprises do not reach agreement with respect to the terms of an Enterprises License and Enterprises uses any submission (and such submission is, in Enterprises opinion, original, creative and valuable), then you agree to accept as full consideration for all rights of any kind an amount to be determined by Enterprises 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. You agree that you can suffer no damages in excess of this amount from Enterprises use of your Creative Material or for any other claim with respect to it.
2. No confidential relationship is established by your disclosing or submitting your Creative Material (including any samples) to Enterprises. You should not disclose any information or material to Enterprises that you want to keep confidential or is legally protected or protectible. You acknowledge that it is entirely up to you what information or material you disclose to Enterprises, and you agree that Enterprises shall have the right to assume that any information or material you present in connection with the Creative Material (whether or not in writing) is not subject to any confidentiality or other restriction and may be freely used without any obligation to you whatsoever, and Enterprises use thereof will not give rise to any claims by you or anyone else against Enterprises, any of its related entities, or any of their respective employees, representatives or agents (collectively, the “NBA Entities”), including any claim based on infringement, confidential relationship, implied contract, unfair competition or any claim



WNBA Enterprises, LLC. Submission of Ideas Agreement

arising out of any use or alleged use of your Creative Material or any information or material that you present, or any other idea relating to the NBA Entities.

3. You hereby declare that all of the important features of your submission are summarized on the final page of this Agreement and that you have disclosed no other features to Enterprises. You warrant that the submission is an original and that no one else to your knowledge has any right to it. You believe your submission and its features to be unique and creative. However, you recognize that other persons (including Enterprises employees) may have submitted to Enterprises or to others or made public, or may in the future originate and submit, or make public, similar or identical Creative Material (collectively, "Ideas") which Enterprises may have the right to use, and you understand that you will not be entitled to any compensation because of Enterprises use of such Ideas. Nothing in this Agreement or in your submission shall (a) be deemed a commitment to engage in any business relationship, contract or future dealing with you (a "Relationship"), (b) limit the ability of the NBA Entities to pursue, commercially exploit, use, disclose or otherwise take advantage of such Ideas, either alone or in conjunction with other parties, even if any Idea is similar or identical to your submission, or (c) give rise to any claims against any NBA Entity relating to your submission or any failure to enter into any Relationship.
4. Enterprises is not expressly or impliedly agreeing to compensate or otherwise acknowledge you for the use of any material reflected in your Creative Material unless a separate formal, written agreement is entered into between you and Enterprises, in which case compensation (if any) and other matters will be solely in accordance with the terms of that agreement. You acknowledge and agree that the opportunity that your Creative Material will be considered by Enterprises shall be the sole consideration (and is sufficient consideration) for your signing this Agreement and submitting the Creative Material to Enterprises. For avoidance of doubt, Enterprises retains the right to approve or deny any license application in its sole discretion.
5. You hereby represent and warrant that you have the full, unencumbered right to submit your Creative Material to Enterprises, and you hereby agree to defend, indemnify and hold harmless the NBA Entities from and against any and all claims, costs or expenses (including, without limitation, attorneys' fees) that may arise out of or relate in any way to your Creative Material, this Agreement and/or any action taken by any NBA Entity contemplated by this Agreement.
6. If you are submitting the Creative Material on behalf of more than one party, then references to "you" or "your" throughout this Agreement shall apply to each such party, jointly and severally.
7. You hereby, on behalf of yourself and your assigns, heirs and representatives, release Enterprises (and its designees) from all claims and liability relating to your Creative Material, including, without limitation, the failure to enter into any Relationship with respect to the subject matter of the Creative Material, and you agree that neither you nor any of your assigns, heirs or representatives will bring any action or claim against Enterprises (or its designees) relating to your Creative Material (including, without limitation, the failure to enter into any Relationship with respect to the subject matter of the Creative Material) or to any Idea.

***WNBA Enterprises, LLC. Submission of Ideas Agreement***

8. This Agreement shall be construed by, and in accordance with, and all disputes relating to your submission shall be governed by, the laws of the State of New York (without regard to its choice-of-law rules). Any claim arising under this Agreement or relating to your submission shall be prosecuted exclusively in a court of competent jurisdiction within the City of New York, New York, and you consent to the jurisdiction of any such court and to the service of process by mail.
9. You may not assign this Agreement or any of your rights or obligations hereunder without the prior written approval of Enterprises (to be given or withheld in its sole discretion). Any attempt to assign or transfer this Agreement or any of your rights or obligations herein is void.
10. Should any provision or part of any provision of this Agreement be void or unenforceable, such provision or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect.
11. You have retained a copy of the submission to Enterprises and release Enterprises from liability for loss or damage to the submission.
12. This Agreement constitutes our entire understanding. Any modification or waiver must be in writing, signed by both of us. 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 the submission.
13. No termination of this Agreement and no acts with respect to the submission (such as Enterprises returning it to you) will be deemed to affect our respective rights under this Agreement.

Sincerely,

WNBA Enterprises, LLC.

ACKNOWLEDGED AND AGREED:

Company: _____

By: _____
(signature)

Name: _____
(print)

Title: _____

Dated: _____

***WNBA Enterprises, LLC. Submission of Ideas Agreement***

I acknowledge receipt of a Prospective Enterprises Licensee Information Form.

Company Name

Signature

Date

Name of Signatory (please print)

Address

Summary of Submission:
