

SERVICE AGREEMENT

DK Sports Products, Inc.

This AGREEMENT of SERVICE is made as of [Date] by and between the undersigned Party's.

I. Formation

The undersigned hereby form a Service Agreement in, and in accordance with the laws of, the State of Colorado.

II. Name

The name of the Service Agreement is between DK Sports Products, Inc and (School).

III. Term

The Service Agreement shall begin on [Date] and shall continue until [Date] and thereafter from year to year unless earlier terminated as hereinafter provided.

IV. Purpose

The purpose of the Service Agreement shall be semi-annual reviews of existing sports equipment with built in 10 hours of service at a 15% discounted rate.

V. Yearly Fee

The Schools will each pay a yearly fee of \$ 500.00 at signing. Schools may also be responsible for shipping charges and/or prorated charges for service after the ten hour contracted rate. All equipment, still under warranty and needing repairs, along with billable service charges, will be billed to the original manufacturer on behalf of the school by DK Sports Products, Inc. and service hours will not be charged to the school.

VI. Valuation of Service Agreement

It is the schools responsibility to keep DK Sports Products, Inc. informed of all equipment and maintenance issues. A semi-annual report will be furnished to the school after each evaluation by one of DK Sports Productss service representatives noting equipment by serial number and location. Any equipment needed, high lifts, ladders etc. will be supplied by the school for this evaluation. DK Sports Products reserves the right to ask the school to rent needed equipment for survey or service. Our report will notate service issues, outdated equipment and needed repairs with cost estimates; semi-annually. It will be the school who determines what action needs to be taken in regards to repair or replacement.

VII. Value added Services

DK Sports Products can be used to purchase new equipment; score boards, jerseys, helmets, bleachers, pads etc. through our group buying resources. Seasonal purchases need to be six months in advance to acquire the best pricing on uniforms and field equipment. DK Sports Products does have a supplier to rebuild or repair existing helmets and shoulder pads. By joining other schools within the DK Sports Products group we will be able to offer seasonal discounts on all needed equipment. This means that during certain times of the year we will forward you information on pricing that only you will be able to take advantage of. Minimum amount of order will be detailed for you with discount breaks.

Funding or fund raising opportunities will be forwarded to each school within our group. The best part of this program is that you will have a no risk factor as we will handle all events and sponsorships for you. Your assistance will be needed to talk with special groups or at certain functions.

VIII. Management

By looking at past repair bills and equipment replacement cost, over the past two years, we can project a realistic maintenance and replacement budget. Based on this needs assessment we will then present a program designed to assist with future needs. Simply put we can offer a maintenance program designed with a built in service hours for future cost. Best of all this survey is offered at no cost to you and gives you a complete record for future budgets.

IX. Annual Fee Benefits

Any fee not used will be prorated for your next years membership fee renewed yearly at your contract date; example you use \$ 200.00 in service fees your cost for the next years contract would be \$ 200.00. If you choose to leave the DK Sports Products Inc. group your remaining fees, less cost, will be refunded at the end of your contract. DK Sports Products will charge 15% of account to remove you from our membership roster.

X. Explanation of Fees

You will be joining DK Sports Products, Inc. under a buyers/maintenance agreement with yearly membership fees. These fees will be used to offset service calls up to ten hours yearly plus mileage rates if out of service area; your semi-annual review is fee free and does not count toward the ten hours in your agreement. All future calls, after the ten hours contracted, will be billed at 10-15% off going rates. Current rates are \$ 65.00 an hour therefore your cost would be \$ 55.00 with mileage rates of .28 a mile out of the 60 mile radius of La Junta, Colorado Springs and Denver areas; total round trip not to exceed \$ 110.00 (example: Denver to Grand Junction first 120 miles free on the 121st mile mileage rate will apply. Total round trip would be 450 miles you will be charged against your account .28 a mile typically a \$ 126.00 charge yet you would be charged \$ 92.00 a savings of \$ 34.00). All repair personnel are covered under our own Liability Insurance.

XI. Termination of Service Agreement

DK Sports Products, Inc and School reserve the right to cancel agreement with a 30 day written notice. 15% of the initial fee, \$ 500.00, will be charged to the schools remaining deposited funds or \$ 75.00 for administrative fees. If remaining balance does not equal \$ 75.00 DK Sports Products will bill the school for the balance due.

XII. Arbitration Agreement

Both parties agree, by signing this document, that all disputes will be handled by arbitration unless an agreeable solution can be obtained without dispute. It is DK Sports Products's belief that we can maintain a good working relationship through good communication and documentation. Therefore, we have included a survey sample of our semi-annual reports.

XIII. Survey

Please review survey for future questions or concerns.

DK Sports Products, Inc.

Semi-Annual Service Review

(Name, Telephone & Location of School)

(Athletic Director)

(Date)

Equipment	Model#	Purchase Date	Serial#
2 Spectrum Basketball	#5242	08/10/2004	12345678

Notes: Service history indicates no major issues. LED's clear and visible from bleachers. Horn and controller working properly. This is wireless model. Some wear on front of north wall board, due to baseball practice being held in gym.

1 Power Ad	Scrolling Table 8 Ft.	08/10/2004	none
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Notes: Wear appears to be on left side of table; possible replacement issue. Scrolls working properly with 6 Ad panels; 3 Ad's need to be resold; lighting is good and can be seen from opposite side of gym; some reading issues with one ad when higher in bleachers.

Wall Pads on each end of court. No purchase date noted. No serial Number.

Notes: Two pads on north wall are torn at the top; not a safety issue- South pads appear to be in good condition yet one is coming off the wall due to gluing issue; needs repair.

1 Spectrum Football	#11016	01/15/2001	12345678
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