

Bozeman American Legion Baseball Post 14

Bozeman Baseball, Inc. - Legion Division

POLICY NUMBER: 2017-01
POLICY: Trade Agreements
ADOPTED: 4/13/2017

POLICY STATEMENT

A policy for managing trade of products and/or services that benefit Bozeman Baseball, Inc. – Legion Division.

1. All requested trades or in-kind from third party organizations or vendors of products and/or services must be approved and signed by the Bozeman Baseball, Inc. – Legion Division Executive Committee.
2. Consideration for trade or in-kind from third party organizations or vendors of products and/or services must be approved by the Bozeman Baseball, Inc. – Legion Division Executive Committee.
3. Player Fee Consideration and Credit will be set and approved by the Bozeman Baseball, Inc. – Legion Division Executive Committee.
4. No cash or money will be exchanged for any general trade agreement.
5. All general trade agreements will expire at the end of the current season fiscal year of September 30th, unless otherwise specified within the General Trade Agreement Form
6. All agreements must have a completed General Trade Agreement form signed by both parties

POLICY REASON

Provide a procedure for managing and tracking general trade agreements and terms.

GENERAL TRADE AGREEMENT

THIS GENERAL TRADE AGREEMENT (the “Agreement”) date this _____

BETWEEN:

Bozeman American Legion Baseball Post 14
Bozeman Baseball, Inc. – Legion Division
of Bozeman, Montana 59715
(the “Offeree”)

- AND -

of _____
(individually and collectively the “Offeror”)

BACKGROUND:

- A. The Offeree is of the opinion that the Offeror has the necessary qualifications, experience and abilities to provide the product and/or services to the Offeree
- B. The Offeror is agreeable to providing such product and/or services to the Offeree on the terms and conditions set out in this Agreement

IN CONSIDERATION OF the matters described above and in the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, by the Offeree and the Offeror (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

- 1. The Offeree hereby agrees to engage the Offeror to provide the Offeree with the product and/or services (the “Services”) consisting of:

(describe the product and/or service, and monetary value of the product and/or service)

Terms of Agreement

- 1. The term of this Agreement (the “Term” will begin on the date of this Agreement and will remain in full force and effect until September 30, _____, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of all Parties.

2. In the event that either Party wishes to terminate this Agreement prior to the above that, that Party will be required to provide 10 days' written notice to the other Party.

Performance

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Consideration

1. For the Services offered by the Offeror as required by this Agreement, the Offeree will provide no monetary compensation.
2. For the Services offered by the Offeror as required by this Agreement, the Offeree will provide consideration towards the value of \$ _____ for the purpose of assessing the value of the product and/or service for sponsorship level consideration.
 - a. Furthermore, this Agreement may allow for player fee registration credit. As such, this will be valued at \$ _____
 - b. In the case where the player has fulfilled their registration fee obligation, no additional credit, compensation, and/or payments will be provided.
3. For the Services offered by the Offeror as required by this Agreement, the Offeree will provide the additional considerations for the Term of this Agreement:

Indemnification

1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which results from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under and seal on this _____ day of _____, _____ (year)

 Executive Committee Member
 Bozeman Baseball, Inc. – Legion Division
 Bozeman American Legion Baseball Post 14
 (Offeree)

 _____ (Offeror)