

# BLAZERDANCERS

2009-2010  
AGREEMENT

## A. REQUIREMENTS

Each Blazer Dance Team member ("Member") must be at least 18 years of age by October 31, 2009.

## B. UNIFORMS

Uniforms will be provided. Any article, including jewelry, to be worn in addition to the basic uniform must be approved by the Trail Blazers. Each Member is responsible for the uniforms issued. The uniforms are the property of the Portland Trail Blazers and all uniforms must be returned to the Trail Blazers upon leaving the squad or before the final tryouts for the next season begin. Uniforms are not to be worn in any public establishment, except where directed by the Trail Blazers pursuant to an approved public appearance.

## C. REHEARSALS

1. Two to five rehearsals will be scheduled each week for several weeks before the season begins. Each Member is expected to attend all preseason rehearsals.
2. Once the season begins, a regular schedule of rehearsals will be established. All rehearsals will be scheduled in the evening or during the weekend for the convenience of those who are working or attending school. Members must attend all rehearsals unless they have obtained permission in advance from the Trail Blazers to miss rehearsal. Any Member who has an absence from a rehearsal immediately prior to a home game (as determined by the Trail Blazers in its sole discretion) will not be allowed to perform at that home game; nevertheless, attendance at that home game is required.
3. Rehearsals will generally last between three and five hours.
4. Members should be ready to dance at the scheduled time and be able to stay for the entire rehearsal.
5. It is very important that each Member attends, be on time, and stay for all scheduled practices. If a Member is absent from, leaves early, or is late to practice three times in any four-week period, the Member will receive a warning. If a Member is absent, leaves early or is late three times during the subsequent four week period, the Member will be suspended for a period of time to be determined by management on a case-by-case basis depending on the facts and circumstances surrounding each case. During the suspension, the Member will not be allowed to practice, attend games or participate in any other Blazer Dance Team functions.

## D. COMPENSATION

Members will be paid \$50 per game performance or minimum wage, whichever is greater. For practices and other performances, Members will be paid minimum wage. A record of hours worked will be maintained by the Trail Blazers and each Member will be asked to review and initial the time record prior to its submission to accounting. Members will be paid on the 15<sup>th</sup> of each month (or the previous business day if the 15<sup>th</sup> falls on a Saturday,

Sunday or holiday) and on the last business day of each month. Members will receive free parking (subject to availability at the sole discretion of the Trail Blazers) for each game in which they are eligible to perform and may receive game tickets (number and whether Member will receive tickets subject to availability and the sole discretion of the Trail Blazers). No other benefits are provided. However, hair care, athletic membership, athletic shoes and other clothing may be provided subject to sponsorship agreements.

E. PERSONAL APPEARANCE AND ACTIVITIES

The Trail Blazers and the Blazer Dance Team are members of the professional athletics and entertainment industries and that fact must be reflected in the appearance and performance of each Member. Personal appearance and dancing skills were major factors in the selection of the Blazer Dance Team. Members must maintain the personal appearance, fitness level and level of dancing skill upon which their selection to the organization was based and must learn and practice the Blazer Dance Team dance routines. As a Member, you automatically come under the scrutiny of the public eye. Actions as a Member of the Blazer Dance Team not only reflect on the Member and her family, but on the Trail Blazers as well. The Trail Blazers shall have the authority to set policies regarding gum chewing, smoking, eating, drinking, and proper attire. Certain activities such as fraternization between Members and the Trail Blazers players, coaches, management or visiting team players, coaches or management may be misunderstood by the public. Consequently, such fraternization, posing in the nude or in a manner deemed in poor taste and other activities which are detrimental to the Trail Blazers' image are not permitted, and will result in discipline up to and including dismissal from the squad.

F. PUBLIC APPEARANCES

Members may be asked to participate in various public appearances for the Trail Blazers. The Trail Blazers must approve all such public appearances in advance in writing. The Trail Blazers in its sole discretion may develop a budget for paid team appearances. Certain of these appearances will be set by the Trail Blazers, such as dance camp, nursing home visits, holiday hospital visits and the like. Other appearances will be considered, subject to budget constraints, if submitted at least three weeks in advance of the appearance and only if a sufficient number of Members, as determined by the Trail Blazers in its sole discretion, are committed to appearing. Travel time outside the Portland metropolitan area will be paid.

Members may also participate in other public appearances for entities other than the Trail Blazers on a voluntary basis. However, Member understands and agrees that the Portland Trail Blazers must approve all appearances, the Portland Trail Blazers may condition appearances as determined by the Club in its sole discretion and Member may not make any appearance (including, without limitation, media interviews, television appearances, photo sessions and public commercial appearances) without the prior written consent of the Trail Blazers.

G. GAMES

Members must be at home games three hours before tip-off. All Members must be available to participate in all home games and playoff games.

H. TRADEMARK AND COPYRIGHTS

The trademark for the Blazer Dance Team and the uniform design are registered service marks of and are owned by Trail Blazers Inc. All rights in and to the trademark are reserved. Any Member using the trademarks without prior, written authorization by the Trail Blazers is subject to suspension or termination and to a lawsuit for damages.

The undersigned acknowledges that all choreography used by the Blazer Dancers and any derivations thereof, whether developed by the Trail Blazers or by a consultant, will be the sole and exclusive property of the Trail

Blazers and may not be used by the undersigned without the express written consent of the Trail Blazers. Violation of this policy can result in suspension or termination and a lawsuit for damages.

I. AGREEMENT NOT TO COMPETE

Each Member agrees that within five years of termination, they will not do anything in competition with the Trail Blazers, including but not limited to the following: Engagements or appearances, public or private, with any reference to or identification of the Trail Blazers; any engagement or appearance wearing the old uniform or a facsimile thereof; and/or any act which might compete with the rights of the Trail Blazers, or the Blazer Dancers.

J. PUBLICITY

Member grants full permission to the Portland Trail Blazers, the National Basketball Association and its Member Teams, NBA Properties, Inc. and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents to use Member's name, nickname, voice, biographical information, photograph, and/or other likeness, however captured, for any purpose (including, without limitation, for advertising, sales, promotional and/or other commercial purposes) in any media or format now or hereafter known, worldwide and in perpetuity, without further compensation, authorization or notification to Member or anyone on Member's behalf.

K. REMEDIES AND INDEMNIFICATION

The Trail Blazers reserve the right in its sole discretion to suspend or terminate any Member who violates this Agreement. Member expressly agrees to indemnify the Portland Trail Blazers for any damages, claims, liabilities, costs or expenses of any kind, which may arise from Member's negligent acts or omissions or willful misconduct or from any breach of this Agreement by Member.

L. NBA RULES AND REGULATIONS

Member agrees to be bound and governed by the Constitution, By-Laws, rules, regulations, resolutions and agreements of the NBA, as they may be modified or amended from time to time.

M. TERMINATION

The Trail Blazers and any authorized officer of Trail Blazers may dismiss any and all Members from the team with or without cause, at any time, the employment hereunder being at will. Employment will automatically terminate at the time of the auditions for the Blazers Dance Team for the 2010-2011 season. For Members who decline to audition for the 2010-2011 Blazers Dance Team, you will be considered to have voluntarily terminated your employment with the Trail Blazers at the time of the auditions for the 2010-2011 season.

I HAVE READ THE FOREGOING AGREEMENT AND BY SIGNING, AGREE TO COMPLY WITH AND BE BOUND BY SUCH AGREEMENT.

DATED as of this 31st day of October 2009.

\_\_\_\_\_  
Signature

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Name (please print)