

## **Contract of Agreement to Sponsor**

Whereas, David Wetterich (hereinafter referred to as "Player") desire to pursue a career as a touring professional golfer; and whereas, Player is in need of financial assistance in order to pursue said career; and whereas, \_\_\_\_\_, (hereinafter referred to as "Sponsor") desires to assist Player in pursuit of his career.

Player and Sponsor agree to the following:

### **I. Term**

This Contract shall commence on the date of execution and payment by Sponsor of the sums hereinafter set forth and shall terminate on December 31, 2019.

### **II. Sponsor Investment**

Sponsor agrees to invest the total amount of \$ \_\_\_\_\_, which upon payment entitles Sponsor to \_\_\_\_\_ share(s) at \$200 per share.

### **III. Entitlement to Sponsor**

Upon purchase of shares, Sponsor shall:

1. Be entitled to repayment only as set out in paragraph VII
2. Shall only be entitled to the earnings of the Player from January 1, 2019 to December 31, 2019.
3. Not own nor have any future claims, rights or other interest in Player, except as herein set forth.
4. Be entitled to opportunity for brand advertising on Player's clothing, golf bag or attachment if they have purchased the required amount of shares set out in paragraph VII and X, if mutually agreed upon by Sponsor and Player.

### **IV. Occupation of Player**

The Player agrees to the following:

1. Pursue a full-time career as a professional golfer until expiration of contract.
2. To enter and participate in such tournaments as Player, in his sole discretion, deems appropriate for development and progression of his career.
3. Will practice and train on non-competitive days to remain as sharp as possible.

### **V. Use of Sponsorship Donations**

Player agrees that the donation bestowed by the sponsor will be used to pay for the following golf tour related expenses:

1. Membership fees for the tours Player shall play on.
2. Entry fees for tournaments
3. Travel expenses, including but not limited to, automobile gas, insurance and upkeep, airline tickets, charges, etc.
4. Lodging

5. Per diem meals and out of pocket expenses.
6. All golf expenses, including but not limited to range balls, greens fees of practice rounds, and yardage books.
7. General living expenses with a capped allowance.
8. All other expenses Player deems necessary in order to pursue his career as a professional golfer, including but not limited to, golf equipment and balls, clothing, shoes, swing coach and physical fitness fees;
9. Any other golf expenses that Player and Sponsor both agree to be deemed necessary (e.g. Membership to golf course and/or living expenses).

\*Sponsor and Player can reach an agreement as to how donation can be spent if necessary.

#### **VI. Tournament Winnings**

Player shall

1. Establish a separate account for all the tournament winnings to be deposited, this will be by bank transfer or check. Said winnings will be deposited promptly by the tours/organizations after each tournament.
2. Transfer his percentage of winnings from said account to his own account on a monthly basis, leaving all Sponsors' percentage in the separate account.
3. Tournament winnings shall be distributed in accordance with paragraph 7 on or before January 31, 2020.

#### **VII. Distribution of Player's Winnings**

Player's winnings shall be allocated for distribution as follows:

1. Tournament winnings shall be divided as follows minus withholding tax and other levies.
  - a. Players sells 1-100 shares: 75% of tournament winnings to Player, 25% pro rate per share to Sponsor
  - b. Player sells 101-150 shares: 60% of tournament winnings to Player, 40% pro rata per share to Sponsor
  - c. Player sells 151-200 shares: 50% of tournament winnings to Player, 50% pro rata per share to Sponsor
  - d. Player sells 200+ shares: 40% of tournament winnings to Player, 60% pro rata per share to Sponsor
2. Any purchase of 25 or more shares opens the discussion of brand advertisement on Player's equipment or clothing, so long as the agreement is mutual. See paragraph X.

#### **VIII. Report to Sponsor**

Sponsor shall be provided a quarterly report as to the Player's progress.

1. Reports shall be provided in the form of email, e-newsletters and/or social networking sites.
2. Financial records will be kept of the Player's expenses week by week, as well as event by event if requested.

**IX. Endorsement of Contract Money**

This Contract of Agreement does not include, nor shall Sponsor be entitled to any claim, interest or benefit in any endorsement contract, agreement, or other arrangement the Player may enter into that provides income or benefits to Player. Player reserves the right, in his sole discretion, to enter into such endorsement contracts, agreements, or other arrangements that he deems appropriate.

**X. Miscellaneous**

1. The Sponsor understands and agrees that the Player shall be soliciting more than one Sponsorship Agreement. It is the Player's intent to raise through these Sponsorship Agreements approximately \$50,000 per year.
2. This investment agreement shall terminate on December 31, 2019
3. Sponsor(s) shall be given first option to renew the agreement for 2020.
4. This agreement shall take the place and specifically terminate any previous agreements between Sponsor and Player
5. No shares may be purchased after April 1, 2019
6. Additional agreements and routes that Player and Sponsor may take include, but are not limited to, advertising (whether on Player's website, clothing, golf bag, etc.), mentioning of Sponsor or Sponsor's desired affiliation on the Player's website, and support/donations for working with non-profit organization(s).\*\*

\*\*Endorsements shall be handled in accordance with an additional contract and/or negotiations.

Please return to:

David Wetterich

(Address before September 1)  
5055 Pebblevalley Dr.  
Cincinnati, OH 45252

(Address after September 1)  
20618 Ardore Lane  
Estero, FL 33928

(513)373-7151  
david.wetterich@gmail.com

Date this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

SPONSOR, \_\_\_\_\_:

\_\_\_\_\_ Date \_\_\_\_\_

PLAYER, \_\_\_\_\_:

\_\_\_\_\_ Date \_\_\_\_\_

When purchasing, please pay by check, bank transfer or PayPal (contact for details). Checks payable to David Wetterich or David Wetterich Golf, LLC

## Shareholder Details

Name: \_\_\_\_\_

Address:

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Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Number of Share Purchased: \_\_\_\_\_