

A G R E E M E N T

THIS AGREEMENT made and entered into as of this 17 day of March, 1959, by and between NATIONAL SPORTS MANAGEMENT, INC., an Ohio corporation (hereinafter referred to as "Corporation"), and Merlene B. Dagg (hereinafter referred to as "Professional"),

W I T N E S S E T H:

WHEREAS, Corporation is desirous of soliciting and scheduling, by means of promotional literature, letters and personal contacts, golf exhibitions for Professional; and

WHEREAS, Professional is a golf professional, desires to engage in such golf exhibitions, and desires to retain the services of Corporation;

NOW, THEREFORE, in consideration of the premises and of the compensation hereinafter provided to be paid and of the mutual covenants hereinafter provided, it is agreed:

1. Employment - Professional does hereby employ and appoint Corporation to secure golf exhibition engagements for Professional, and Corporation does hereby accept such employment and appointment and does hereby agree to take such steps as it shall deem reasonable and necessary in order to secure golf exhibitions for Professional, subject to and upon the terms and conditions hereinafter set forth.

2. Definitions - Corporation and Professional do hereby agree to accept, for the purposes of this Agreement, the following definitions:

- (a) Exhibition and golf exhibition - without in any way limiting the generality of their definitions as the terms are generally used in connection with golf, shall mean an 18 hole round of golf with as many as three (3) other persons at a given location, either preceded by or followed by a golf instruction clinic conducted by Professional.
- (b) Exhibition fee - shall mean that amount of money which shall be paid by any country club, golf club, driving range, etc. for an exhibition engaged in by Professional.

3. Term - This Agreement shall be for a ^{ONE (1)} ~~five (5)~~ year term commencing ^{April} ~~March~~ 17, 1959 and ending ^{April} ~~March~~ 17, 1960.

4. Exhibition fee - Professional agrees to engage in golf exhibitions scheduled and solicited by Corporation, of which Professional has received reasonable advance notice, for an exhibition fee of \$ 300.00 on week days and \$ 500.00 on week ends and holidays. Professional may, if he so desires, when contacted by Corporation about a proposed exhibition, waive this provision and engage in an exhibition for a lesser exhibition fee.

5. Compensation - Professional agrees to pay to Corporation as compensation hereunder, and Corporation agrees to accept as compensation for services rendered hereunder to Professional, the following:

- (a) 20% of that exhibition fee paid by any country club, golf club, driving range, etc. for a golf exhibition by Professional which has been scheduled or arranged as a result of the efforts of Corporation; and
- (b) 15% of that exhibition fee paid to Professional by any country club, golf club, driving range, etc. for engaging in a subsequent or repeat exhibition at the same country club, golf club, driving range, etc. where Professional originally engaged in a golf exhibition as a result of the efforts of Corporation.

6. Notice - Corporation agrees to give to Professional reasonable advance notice relating to the date, place and time of a proposed golf exhibition.

7. Exhibition agreement - Professional agrees to engage in golf exhibitions scheduled or arranged by Corporation, of which Professional has received reasonable advance notice, for that exhibition fee set forth in paragraph 4 above.

8. Prior commitments, illness, physical disability, distance from exhibitions - In the event that Professional, prior to receiving the notice of a proposed exhibition, already has a prior commitment or is unable to engage in the exhibition because of an existing illness or physical disability to himself or to a member of his immediate family, then Professional is under no obligation under the terms of this Agreement to engage in said proposed exhibition. In addition, if, after having received reasonable advance notice of a proposed exhibition and after having agreed to engage in said exhibition, Professional is unable to engage in said exhibition due to a subsequent illness or physical disability to himself or to a member of his immediate family, then Professional is under no obligation under the terms of this Agreement to engage in said exhibition. In the event that due to great distance between an exhibition proposed by Corporation and a prior tournament commitment or other prior commitment made by Professional said Professional feels he cannot do justice to both events, then Professional is under no obligation under the terms of this Agreement with respect to said proposed exhibition.

9. Right to use name - Corporation shall have the right, in

connection with the performance of the terms of this Agreement, to use the name, photograph and any and all biographical information of Professional.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals as of the day and year first above written.

NATIONAL SPORTS MANAGEMENT, INC.

By _____

Robert B. Hagge
Sybil Griffin

Marlene B. Hagge
Professional