

**THIS IS A FORM AGREEMENT THAT WILL BE
ADAPTED TO FIT THE PARTICULAR CIRCUMSTANCES
AND TERMS OF EACH CHAMPIONSHIP EVENT**



CHAMPIONSHIPS BID AWARD AGREEMENT

[Subject to Amendment]

I, **[name of authorized signatory for LOC]**, on behalf of **[name of LOC]**, whose address is **[address of LOC]**, the winner of the bid to conduct the **[year of the event] USA [event] Championships** to be held on **[date of event]** (the “Event Date”), and which shall serve as local organizing committee (“LOC”), hereby agree as follows:

President
Bill Roe

Vice President
Dee Jensen

Secretary
Lynn Cannon

Treasurer
Ed Koch

CEO
Craig A. Masback

1. **Binding Agreement**: This Bid Award Agreement, in conjunction with the approved portions of LOC’s USA Track and Field **[name of event] Championship Bid Application** dated **[date of bid application]**, (the “Bid”) attached as Exhibit “A,” constitute the binding agreement between LOC and USA Track & Field, Inc. (USATF) for the conduct of the Championships. The parties have agreed to the following additional terms and/or modifications to the Bid.

2. **Prize Funds**: LOC shall provide prize funds in the total amount of **[total prize funds]** to be awarded to the top placing finishers in the Championships division as follows: **[prize fund breakdown]**.

3. **Championships Budget**: LOC understands and agrees that its budget for the conduct of the Championships shall be provided to USATF at least 180 days prior to the Championships.

4. **USATF Membership Requirements**: All competitors in the Championships race must be USATF members and US citizens who are eligible to represent the United States in all levels of international competition, pursuant to USATF Competition Rule 1.1(a.) Athletes not meeting these requirements may compete in a separate, non-scoring division or race.

5. **USATF Membership Sign-Up**: LOC shall provide an accessible and visible location for the placement of a 10x10 tent/booth to be used by USATF and/or the local Association for USATF membership sign-ups.

6. **Championships Title**: LOC understands that the title of the Championships will be “**[year of the event] USA [name of event] Championships.**”

7. **USATF Trademark License**: USATF hereby grants LOC a non-exclusive and limited license to use the USATF Mark as identified in Exhibit “B,” or to create a Championship Logo which shall incorporate the USATF Mark (the “Championship Mark”) in connection with promoting, and/or advertising the Championships in any media, including, without limitation, Internet, print, art work,

USATF approved merchandising, and packaging, but only with the prior written approval of USATF. Any logo created for the Championships or referencing USATF must be approved, prior to use, by USATF's Marketing Department. All designs, logos, trademarks, and trade names created by LOC, incorporating any USATF Mark or elements thereof, shall be subject to the prior written approval of USATF, and shall become the sole property of USATF. This limited license to use a USATF Mark shall not in any way create any ownership rights in LOC to any USATF Mark, nor shall it give LOC the right to sublicense, assign or delegate any USATF Mark to any third party.

8. Championships Bibs: In accordance with paragraph 7 above, the approved USATF logo shall be placed on the bibs of all athletes competing in the Championships.

9. Authorized Use of USATF Marks: LOC shall prominently display USATF's logo on the Championships website, entry forms, results sheets, and on banners at the start and finish lines of the Championships.

10. Merchandising: LOC shall retain all Championships-related merchandising income related to any USATF approved merchandise sales conducted by it. USATF reserves the right to conduct its own non-Championships merchandise sales at the Championships.

11. Local Sponsor Use of USATF Mark: LOC may sell sponsorships under terms and conditions determined by USATF in its sole discretion. LOC shall ensure that all USATF approved local Championships sponsors comply with the provisions of paragraphs 6, 7, 8, 9 and 10 above, and this paragraph 11. Neither LOC nor a USATF approved local sponsor shall use any USATF Mark, word, phrase or identification except as identified in Exhibit "B." Any and all rights or license to use any USATF Mark shall terminate at 11:59 p.m. on the respective Event Dates.

12. Promotion: LOC agrees to promote and advertise the Championships in a first class manner employing the media customary in the sports business.

13. Championships Broadcast Rights: LOC understands that USATF owns all broadcast rights for the Championships. USATF owns all Internet/web rights to Championships.

14. Championships Entries: All entries into the Championships shall be processed via the USATF web-based Event Entry System. A transaction fee of 3% shall be collected by USATF for all entries processed on-line to reimburse credit card processing costs, security service charges, and other expenses. USATF shall forward all entry fee net revenue to LOC. LOC shall handle paper entries without a processing fee.

15. Athlete Liability Waiver: A liability waiver shall be obtained from all athletes competing in the Championships.

16. USATF Competition Rules: The Championships entry form shall disclose that the Championships shall be conducted in accordance with USATF Competition Rules.

17. USATF Sanction Requirement: LOC agrees to obtain a USATF sanction for the Championships, regardless of whether it secures event insurance coverage through USATF.

18. Official Championships Results: USATF's web site shall serve as the official source of/portal for all Championships information (entry information and forms, eligibility, schedule of events, athlete information, travel, results, etc.), with USATF being the "sole" source of competition results. LOC may provide a link from its web site to the Championships' official information on the USATF web site. USATF will provide a link back to LOC web site with respect to certain relevant other information and event-related communication.

19. Appropriate Authority and Consent: I represent and warrant that I have the authority to execute this Agreement on behalf of LOC and that all appropriate and necessary permits, consents, and authorizations have been obtained by LOC from all owners and/or operators of all private and public spaces through which the event will be run including **[the owners and/or operators of private and public space through which the event will be run]** and the city of **[City, State of event]**.

20. Insurance Requirements: LOC understands and agrees that it must carry adequate insurance, as determined by USATF, to cover all potential risks associated with the conduct of the Championships. Such insurance may be purchased with a USATF sanction. Notwithstanding the insurance purchased with a USATF sanction or otherwise, the LOC shall also be responsible for obtaining workers compensation, automobile, professional liability and excess umbrella liability coverage to cover risks not protected by USATF's sanction insurance program or LOC's event insurance provider, as appropriate. LOC's failure to secure adequate insurance coverage for the Championships, within ninety (90) days of the Event Date, shall result in all rights related to the Championships reverting back to USATF. In such case, USATF shall have sole authority and discretion to move the Championships to another site.

21. Indemnification: LOC, shall defend, indemnify and hold USATF, its officers, directors, employees, agents, contractors and volunteers (sometimes referred to individually as an "Indemnified Party") harmless from any and all causes of action, claims, demands or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which LOC is responsible arising out of or related to this Agreement or the conduct of the Championships including, without limitation, injuries or death to spectators, athletes or officials and property damage. LOC shall pay all costs, including reasonable attorneys' fees and costs, settlements and damages finally awarded against any Indemnified Party directly attributable to any such claim. LOC shall immediately notify USATF in writing of any such claim and shall provide USATF with information and assistance for the defense of any such claim. The Indemnified Party shall have the right but not the obligation to participate in the defense of the claim at its sole cost and with counsel of its choosing.

22. Dispute Resolution: In the event of a dispute or controversy arising out of or relating to the bid award or this Agreement, LOC and USATF hereby agree to mediate said dispute or controversy. The CEO, President or Executive Director of each party, or his or her

designee, shall represent each party in the mediation. In the event that a dispute cannot be resolved by mediation, it is agreed that the same shall be submitted for arbitration to the USATF National Athletics Board of Review (“NABR”) in accordance with Regulation 11. The decision of the NABR may be appealed to a single arbitrator of the American Arbitration Association in Indianapolis, in accordance with the commercial arbitration rules promulgated by such Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

23. Governing Law: This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Indiana and the Federal Trademark Act of 1946, as amended.

24. Americans With Disabilities Act Compliance: LOC warrants and represents that it will comply with the Americans with Disabilities Act. Furthermore, LOC agrees to refer all requests made by individuals seeking an accommodation while participating in the Championships to USATF in accordance with its *Policy & Procedures for the Evaluation for Requests for Accommodations Pursuant to the Americans with Disabilities Act*. (See www.usatf.org/about/legal/policies/ADA.asp.)

25. Written Contract Terms: This Agreement, in conjunction with the accepted portions of the Bid, constitute the only agreement between the parties and supersedes all prior agreements, both written and oral, between the parties hereto respecting its subject matter. Any report generated by USATF as the result of a pre-Championships site visit shall become a part of this Agreement; specifically any items LOC agrees to correct or improve as detailed in said report. In the event of a conflict between the terms of this Agreement and the Bid, the terms of this Agreement (or any site evaluation report) shall take precedence over the Bid. No representation, promise, inducement or statement of intent has been made by any party not contained in this Agreement, shall have any force or effect, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not embodied herein with respect to the subject matter hereof. This Agreement may only be amended by a formal written contract or document.

26. Counterpart Signatures: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall together constitute but one instrument, which may be sufficiently evidenced by any counterpart.

AGREED & ACCEPTED

USA TRACK & FIELD, INC.

[LOC]

By: _____

By: _____

Bill Roe
President

[Name]
[Title]

By: _____

Craig A. Masback
CEO

By: _____

[Name]
[Title: Sports Committee Chair]

Dated as of:

Exhibit “A”

[Name of Event] Bid Application

Exhibit “B”

USATF Logo Use Guidelines