

2023-2024 USASF EVENT PRODUCER MEMBER AGREEMENT

This USASF Company Member Agreement ("Agreement"), effective this 1st day of June, 2023, is between U.S. All Star Federation, Inc., a corporation organized and existing under the Tennessee Nonprofit Corporation Act, having its principal offices at 8275 Tournament Dr, Suite 325, Memphis, Tennessee 38125(hereinafter "USASF"), and _____ having its principal offices at _____ (hereinafter "Company" collectively, with USASF, the "Parties").

WHEREAS, USASF was established for nonprofit purposes including, but not limited to, establishing rules for sanctioning and providing governance for cheerleading, dance and spirit related competitions and events;

WHEREAS, Company produces cheerleading activities and events, and is a ☐ Silver, ☐ Bronze level Event Producer Member of USASF;

WHEREAS, Company understands and acknowledges its membership in the USASF is voluntary and subject to Company's compliance with this Agreement and all USASF policies, at USASF's sole discretion;

WHEREAS, USASF conducts certain cheerleading and dance competitions including, but not limited to, the annual competitions known as The World Championship for All Star Cheerleading ("The Cheerleading Worlds") and The World Championship for All Star Dance ("The Dance Worlds"; collectively referred to as "The Worlds"); and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree hereto as follows:

1. The term of this Agreement shall be for a one-year period, commencing June 1, 2023, and terminating May 31, 2024 (the "Term").

2. Company agrees to observe and enforce the U.S. All Star Federation Cheer and Dance Safety Rules, Age Grids, Cheer Levels, and Dance Divisions & Categories in all USASF sanctioned divisions for cheerleading, dance, and spirit-related competitions and events.

(a) Company understands that the U.S. All Star Federation Cheer and Dance Safety Rules, Glossary and associated Age Grids (collectively the "USASF Rules Documents") are copyright protected and may not be revised or disseminated to non-USASF members without prior written permission from the USASF.

(b) Company may not post current or past USASF Rules Documents on their websites, on social media, or otherwise make them available to non-USASF members.

(c) Company may not use the USASF Rules Documents in-part or in-totality in any non-USASF division without prior written permission from the USASF.

3. Company and its employees agree to the terms and conditions of the USASF policies, including but not limited to the USASF Athlete Protection Policy.

4. Company agrees that all competitions sponsored or conducted by Company or its Affiliates that include "All Star" cheer and/or dance divisions/categories shall be sanctioned by USASF

and meet USASF Sanctioning Standards. USASF reserves the right to review all such competitions for compliance with these Standards. The term Affiliates as used herein means all individuals, partnerships, firms, corporations, limited liability companies, joint ventures, associations, trusts, unincorporated organizations, or other entities that directly or indirectly control, are controlled by, or are under common control with Company, as well as the spouses of said individuals. USASF encourages Event Producer Members to work with other individuals, partnerships, firms, corporations, limited liability companies, joint ventures, associations, trusts, unincorporated organizations, or other entities to better accomplish the mission of the USASF and to avoid working with those that do not support the USASF's mission. Company understands and agrees its membership in the USASF is voluntary and a privilege and not supporting the USASF mission, or working with others that do not support the mission, is grounds for revocation of the Company's membership, at the sole discretion of the USASF. Company agrees to abide by the standards of USASF and to require its Worlds Bids recipients to do the same.

5. Company agrees to require all cheer and dance participants be currently registered and eligible USASF Member Athletes at all USASF Sanctioned Events.

5.5. Company agrees to follow USASF Sanctioned Event & Warm Up Requirements and Post Event Closeout Requirements as written in the USASF Event Producer Guide - Competition Compliance.

6. During the Term, Company agrees that it shall not produce, or recruit teams for, a cheerleading or dance "World" championship event, or participate in, or sponsor a cheerleading or dance "World" championship event conducted by a third party, which is not sanctioned or sponsored by USASF.

7. Company agrees to send at least one representative to a USASF Rules Interpretation Meeting and Legality Official Certification as well as the Event Producer Membership Meeting held annually. Noncompliance with either of these aforementioned provisions will result in a \$1,000.00 membership assessment per occurrence and revocation of voting privileges during the 2023-2024 term.
Note: These meetings may be held by video conferencing.

8. Upon request, Company will assist the USASF in verifying team rosters and athlete eligibility for any or all team(s) to which attended its event(s). Company agrees to respond to any such request by USASF, by email or fax, within forty-eight (48) hours with the requested information.

9. Company agrees to follow all Levels 6 and 7 guidelines as they relate to the end of season/year-end, multi-brand events ("year-end, multi-brand events") "end of season, multi-brand events" and to observe the following restrictions:

(a) Maintain the current restrictions regarding how the year-end multi-brand events are marketed. Phrases such as "world champion" are strictly prohibited.

(b) Restrict gyms, to the extent possible, from sending teams to compete in the same division at The Worlds and any other 2024 year-end, multi-brand event.

(c) Not conduct and/or participate in any year-end, multi-brand events on The Worlds weekend (only applies if offering Levels 6 and/or 7).

10. COMPANY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD USASF HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, DAMAGES, LIABILITIES, LOSSES, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ACTIONS BROUGHT BY THIRD PARTIES AGAINST USASF AS A RESULT OF THE BREACH BY COMPANY OF ANY PROVISION OF THIS AGREEMENT. COMPANY FURTHER AGREES TO INDEMNIFY AND HOLD USASF HARMLESS FROM ANY THIRD-PARTY LIABILITY RESULTING FROM THE COMPANY'S NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY AND/OR USASF'S NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS.

11. Prior to the commencement of the Event, Company shall procure, pay for, and maintain in full force and effect for the Term of this Agreement, and any renewal hereof, at Company's sole expense, insurance coverage in the following type(s) and amounts:

(a) comprehensive general liability, including participant legal liability with a limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and a Two Million and No/100 Dollar (\$2,000,000.00) aggregate limit;

(b) automobile liability insurance, including hired and non-owned automobiles with a limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence; and

(c) such additional insurance as USASF may reasonably request from time to time.

Such insurance shall be obtained from an insurance company licensed to do business in the jurisdiction in which Company is domiciled. Company agrees that with respect to the above-required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions: (1) Name USASF and its officers, employees and elected representatives as additional insureds to all applicable coverages; and (2) State that coverage shall not be cancelled, nonrenewed, modified, or materially changed except after ten (10) days' written notice to USASF from the insurer by registered or certified mail, return receipt requested. Upon request by USASF, Company agrees to furnish USASF a certificate of insurance evidencing the above-referenced policies and requirements within thirty (30) days after execution of this Agreement.

12. In the event of material breach of the Agreement by either party, the nonbreaching party shall notify the breaching party in writing of the claimed breach of the Agreement. If the breaching party fails to cure the material breach within thirty (30) days of such written notification, the nonbreaching party shall have the right to terminate the Agreement and membership immediately. This Agreement shall automatically terminate without any notice necessary if one or more of the following occurs: either party hereto (1) files a petition in bankruptcy (not dismissed within thirty (30) days of filing); (2) is adjudicated as bankrupt; (3) becomes insolvent; (4) makes an arrangement pursuant to any bankruptcy law; and/or (5) discontinues its business or operations and its functions are not substantially continued through reorganization, redesign, renaming or similar kinds of changes.

13. Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

14. All provisions of this Agreement shall be severable; should any of the provisions of this Agreement be judicially determined invalid for any reason, the Parties hereto understand and agree that the remaining valid portions thereof shall continue in full force and effect and will be undisturbed by such invalidity, if any be so found. If any provision of this Agreement shall be susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the

provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid.

15. Governing Law/Attorney's Fees. This Agreement shall be construed in accordance with, and all disputes arising hereunder or relating to this Agreement or Company's membership status with USASF shall be governed by, the internal laws of the state of Tennessee excluding its conflict of law rules. In any lawsuit or other proceeding brought to enforce any of the terms of this Agreement, the prevailing party or parties will be awarded their, his, her, or its reasonable attorney's fees and actual costs.

(a) Mandatory Mediation. Company and USASF agree that any dispute that may arise out of, or relate to, this Agreement or its membership status with USASF that cannot be resolved within ten (10) days of written notice by either party to the other, shall be submitted for resolution by non-binding mediation with a mutually agreeable mediator and at a mutually agreed upon date and time. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent for the filing of a lawsuit in state or federal court. The costs and expenses for any such mediation, including compensation and expenses of the mediator, shall be divided equally among the parties attending mediation, except for any party's own legal costs, which shall be paid by the party incurring the same. All mediation discussions and/or compromises shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16. All legal notices shall be addressed by certified, return receipt requested mail to the respective Parties as follows:

U. S. All Star Federation, Inc.: 8275 Tournament Dr, Suite 325
Memphis, TN 38125 Attn:___

Company: _____

Attn: _____

Any party hereto may change its address for the purpose of receiving notices, demands, and/or other communications as herein provided by a written notice given in the above-referenced manner to the other party or parties hereto.

17. No amendment, change, modification, or waiver of any provision hereof shall be valid unless written and signed by both Parties to this Agreement.

18. The rights and obligations of the Parties, which by their nature survive termination or completion of the Agreement including, but not limited to, those set forth in Paragraph 10 hereinabove, shall remain in full force and effect.

19. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

20. Neither party shall assign or delegate its obligations hereunder without the express prior written consent of the other party. Despite such consent, no assignment shall release the assignor of any of its obligations or alter any of its primary obligations to be performed under the Agreement.

21. This Agreement has been and shall be construed to have been drafted by the Parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.

22. The undersigned have carefully read this Agreement, understands, knows, and agrees to the contents thereof, and has signed at his, her, or its own free act. Each signatory to this Agreement warrants and represents that he, she, it is authorized to sign this Agreement.

23. License Agreement

(a) The Parties acknowledge and agree that USASF (hereinafter "Licensor") is owner of the mark U.S. ALL STAR FEDERATION USASF (and design) and U.S. Registration No. 2,979,490 therefor, the mark USASF and U.S. Registration No. 5,698,287 therefor (all of the foregoing marks hereinafter collectively the "Marks").

(b) Licensor grants to Company (hereinafter "Licensee"), and Licensee accepts, a nonexclusive, nontransferable, royalty-free license (without the right to sublicense) to use the Marks throughout the United States for the purposes set forth in: (i) the Magazine Advertising Guidelines (attached as Appendix A); (ii) the Print Collateral Guidelines (attached as Appendix B); and (iii) the Federal Logo Usage Guidelines (attached as Appendix C).

(c) Licensee agrees that (a) all licensed use of the Marks by Licensee shall inure to the benefit of Licensor, and (b) it will assist Licensor in recording this Agreement with appropriate governmental authorities, if necessary, and pay any costs associated therewith. Licensee agrees that nothing in this license shall give Licensee any right, title, or interest in or to the Marks other than the right to use the Marks in accordance with this License.

(d) Licensee agrees that the nature and quality of any goods and/or services offered in connection with the Marks (hereinafter "the Licensed Goods/Services") shall conform to standards set by and shall be under the control of Licensor and shall be in conformity with the Trademark Usage Guidelines attached hereto as Appendix D.

(e) Licensee agrees to cooperate with Licensor in facilitating Licensor's control of such nature and quality, permit reasonable inspection of Licensee's operation, and supply Licensor with specimens of use of the Marks upon request. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of the Licensed Goods/Services.

(f) Licensee agrees to use the Marks only in the form and manner and with appropriate legends as approved by Licensor. Licensee agrees not to identify or characterize any competition which it conducts or participates in, except for The Worlds, as a Worlds Championship or a World Championship.

(g) Licensee agrees to notify Licensor of any unauthorized use of the Marks by others promptly as it comes to Licensee's attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

(h) Unless sooner terminated as provided for herein, this License shall continue in full force and effect for so long as the Agreement shall be in full force and effect.

(i) Upon termination or expiration of this Agreement Licensee agrees to (a) cease and desist immediately from all use of the Marks or any confusingly similar mark, (b) assign to Licensor any domain name registration which contains, or would likely be confused with, the Marks, and (c) change its corporate name to one that does not contain the Marks.

24. This Agreement constitutes the complete Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous discussions, negotiations, understandings, commitments and agreements, whether written or oral, with respect to the subject matter hereof.

The Parties have executed this Agreement as of the day and year first above written.

U.S. ALL STAR FEDERATION, INC.

COMPANY

By: _____

By: _____

Printed

Name: _____

Printed

Name: _____

Title: _____

Title: _____

APPENDIX A

TO USASF EVENT PRODUCER MEMBER AGREEMENT

MAGAZINE ADVERTISING GUIDELINES

USASF

Magazine Advertising Guidelines

THE PREFERRED PLACEMENT FOR ADS IS A RIGHT HAND PAGE

If on dark background reverse tag line to white

Upper Right page application
size shown is 100% of allowed minimum



Use the USASF Seal of Sanction to promote your membership. It is recommended that the Seal be displayed in the upper right corner of double-page ads, or upper outside corner of single-page ads.

No other logos can be placed within a 2-inch proximity of the Seal in order to retain maximum visibility of the seal.

The Seal placement is designed so as not to interfere with advertising content.

Consistent placement of the Seal provides advertisers instant recognition as USASF members and builds brand awareness and continuity with consumers.

Upper Left page application
size shown is 100% of allowed minimum



APPENDIX B

TO USASF EVENT PRODUCER MEMBER AGREEMENT PRINT COLLATERAL GUIDELINES

USASF

Print Collateral Guidelines

LOGO FOR USE ON COLLATERAL

Size shown is 100% of allowed minimum.



without this seal, it's just not real.™

Sufficient "live" space must be used around the Seal, therefore, do not place any other logo within 1" of the Seal.

Use of this Seal is for, but not limited to:

- Event Programs
- Registration Brochures
- Flyers

The USASF Seal of Sanction is the Federation's way of identifying all member gyms and competition providers. Because this is the identifying mark consumers will associate with the USASF, it is imperative to the Federation that the integrity of the mark be maintained in all communications. Therefore, the following guidelines should be followed:

1. For legibility, the mark and accompanying copy should be used no smaller than the artwork provided.
2. Keep the elements of the Seal in their proper proportion, and do not distort by stretching or condensing.
3. Use the Seal in its entirety, not cropped in any way.
4. The tag line "Without this seal, it's just not real" must accompany the Seal in all applications and must be readable.
5. Do not add graphic elements to the Seal or include other words or slogans.
6. Do not alter the Seal or its colors.
7. Do not alter the Seal type face.
8. Do not incorporate the Seal into any other design, or place it upside down, vertical, or diagonally.

APPENDIX C

TO USASF EVENT PRODUCER MEMBER AGREEMENT

USASF

Federation Logo Usage Guidelines

FOUR-COLOR LOGO

Full color USASF logo can be reproduced using four-color process. Logo (excluding tag line) is not to be less than 7" wide.



The highest standards in Safety, Education, Sportsmanship

The U. S. All Star Federation logo is intended for use by Gyms or Competition Providers when they:

1. Display or advertise USASF membership requirements and rules as set forth by the Federation.
2. Display the USASF mission statement.
3. Display or advertise any other information about the Federation. This requires prior approval by the Federation.

ONE-COLOR LOGO

USASF logo can be reproduced in one-color format using Pantone® 287 or Black. Logo (excluding tag line) is not to be less than 7" wide.



The highest standards in Safety, Education, Sportsmanship

FEDERAL LOGO USAGE GUIDELINES

APPENDIX D

TO USASF EVENT PRODUCER MEMBER AGREEMENT

TRADEMARK USAGE GUIDELINES

1. Licensors may not permit its licensees to alter or obscure its trademarks in any way.
2. Licensors may require its licensees to use the symbols ®, ™ and/or ™ where appropriate.
3. Licensors may require that its licensees take reasonable steps to ensure that any licensed Licensors product is recognized and identified by the public as originating from Licensors. Such steps may include, but are not limited to, the use of additional copy, indicia, logos or other markings with Licensors trademarks.
4. Licensors has a significant interest in ensuring that its trademarks are used only in connection with products manufactured, distributed and sold in accordance with the highest ethical and business standards. Thus, Licensors requires its licensees to comply with the national laws of any country in which such products, or any component thereof, are manufactured, any local laws, regulations, or standards applicable to such manufacturing, and any industry standards which have been established in said location.
5. Licensors trademarks may not be incorporated into a licensee's product names, trademarks, logos or company name. Licensors licensee may not adopt any product names, trademarks, logos or company names that are confusingly similar to any of Licensors trademarks in meaning, visual appearance, or pronunciation.
6. Licensors licensees may use Licensors trademarks only in connection with particular goods and/or services identified by Licensors.
7. Licensors licensees may not make puns, jokes, memes, or other cultural item that portrays Licensors trademarks in a negative light, to be determined at the sole discretion of the Licensors.

