

2018-2019 USASF COMPANY MEMBER AGREEMENT

This USASF Company Member Agreement (“Agreement”), effective this 1st day of May, 2018, is between U.S. All Star Federation, Inc., a corporation organized and existing under the Tennessee Nonprofit Business 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”).

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 Tier _____ member of USASF;

WHEREAS, USASF conducts certain cheerleading and dance competitions including, but not limited to, the annual competitions known as The Cheerleading Worlds (The World Championship for All Star Cheerleading) and The Dance Worlds (The World Championship for All Star Dance) (these two competitions are hereinafter sometimes referred to individually or collectively as “The Worlds”); and

WHEREAS, USASF and Company desire to establish certain procedures related to the participation by Company and Company’s cheerleading and dance clientele in The Cheerleading Worlds and The Dance Worlds;

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 May 1, 2018, and terminating April 30, 2019 (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 will direct their customers to log into their USASF member profiles for access to the Rules documents. Event Producers may not post current or past rules documents on their websites, in 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 Professional Responsibility Code.
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 other 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. Company shall cause all such Affiliates to enter into separate Company Member Agreements with USASF.

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

6. Company agrees to follow the USASF Sanctioned Event & Warm Up Requirements and Post Event Closeout Requirements as written in the Member Event Producers' Guide for Event Compliance.

7. 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.

8. Company agrees to send at least one representative to a USASF Rules Interpretation Meeting and Safety Certification as well as the Tier Membership Meeting held annually. Noncompliance with either of these requirements will result in a \$1,000.00 fine per occurrence and revocation of voting privileges during the 2017-2018 term.

9. Company agrees to support the nonprofit purposes of USASF.

10. USASF hereby authorizes Company during the Term to promote the event herein below (the "Event") on websites, in publications and brochures and through other customary advertising media (collectively "Advertising Media") as a qualifying event for The Cheerleading Worlds or The Dance Worlds:

Event(s): _____

City, State: _____

Date: _____

11. Company hereby agrees to award, before the conclusion of the Event, fully-paid, partially-paid and/or at large bids (collectively, the "Worlds Bid Packets") to selected members of its clientele as follows (and agrees that it shall have already given USASF, before August 1, 2018, email notice of the numbers of all such bids to be awarded):

FULLY-PAID BIDS	PARTIALLY-PAID BIDS	AT LARGE BIDS (Includes International)
QTY	QTY	QTY
Cheer:	N/A	Cheer:
	Dance:	Dance:

Any such Cheerleading Worlds fully-paid (up to a maximum of \$650 per athlete and \$650 per coach with up to a maximum of two coaches) bid

shall include costs towards Worlds participation packages and/or transportation. Any such Dance Worlds partially-paid bid (\$325 per athlete and \$325 per coach with up to a maximum of two coaches with limits of a \$3,500 minimum and a \$5,000 maximum) shall include costs towards Worlds participation packages and/or transportation.

12. Within ninety-six (96) hours of the award of the Bid Packets by Company, Company shall forward, by email, a copy of The Worlds Accepted Bids Spreadsheet ("Spreadsheet") and Team Rosters (**only programs with teams receiving bids need to be provided**) to the USASF office.

13. Should Company fail to honor and implement the Bid Packets as required by the provisions of Paragraph 11 hereof, Company shall pay USASF, within ten (10) days following receipt of written demand from USASF, an amount equal to the land package costs associated with the fully-paid bids and shall reimburse USASF for the costs of lodging incurred by USASF in connection with the partially-paid bids and the at large bids.

14. Within ten (10) days of the conclusion of the Event, Company shall make all payment and/or transportation arrangements with its sponsored team.

15. If Company fails to comply with any of the provisions of Paragraphs 10 through 14 inclusive of this Agreement, USASF may, upon written notice, immediately revoke Company's status as a Tier 1 or 2 member of USASF and all rights and privileges associated therewith. The right of USASF to revoke as set forth in this Paragraph 15 is in addition to its rights under Paragraph 22 of this Agreement.

16. If Company fails to submit payments or make the travel arrangements as required in Paragraph 14 hereof, USASF, in addition to its rights under Paragraphs 15 and 22 of the Agreement, shall have the right to exclude the Company and its recipients of Bids from participation in The Cheerleading Worlds and The Dance Worlds.

17. Upon request the Company will assist the USASF in verifying team rosters for any or all team they awarded bids. Company agrees to respond back to such request, by email or fax, with confirmation that athletes are eligible or ineligible.

18. Company agrees to observe the moral and behavior standards of USASF and to require the Recipients to do the same.

19. Company agrees to follow all Levels 5 and 6 guidelines as they relate to the "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 from sending teams to compete in the same division at The Cheerleading Worlds and a 2018 year-end, multi-brand event.

(c) Not conduct and/or participate in any year-end multi-brand events on The Worlds weekend.

20. 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 material provision of this Agreement. Company further agrees to indemnify and hold USASF harmless from any third party liability resulting from the negligent or intentional acts or omissions of Company.

21. Company, at its expense, agrees to obtain and maintain in full force during the term of this Agreement or any renewal hereof insurance policies affording at least the following coverages:

- (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 a qualified insurance company licensed to do business in the jurisdiction in which Company is domiciled, with the above policies naming USASF as an additional insured. Said policies shall provide for ten (10) days notice to USASF from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation or termination thereof. Upon request by USASF, Company agrees to furnish USASF a certificate of insurance evidencing said policies within thirty (30) days after execution of this Agreement.

22. 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 immediately. If either party hereto files a petition in bankruptcy (not dismissed within thirty (30) days of filing) or is adjudicated as bankrupt or if a petition in bankruptcy is filed (not dismissed within thirty (30) days of filing) against either party or if either party becomes insolvent, or makes an arrangement pursuant to any bankruptcy law, or if either party discontinues its business or operations and its functions are not substantially continued through reorganization, redesign, renaming or similar kinds of changes, this Agreement shall automatically terminate forthwith without any notice whatsoever being necessary.

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

24. All provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of any invalidity of any provision of this Agreement, this Agreement shall be interpreted and enforced as if all provisions thereby rendered invalid were not contained herein. 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.

25. The internal laws of the state of Tennessee, without regard to its conflicts of law principles, shall govern this Agreement, and any disputes hereunder shall be heard in the courts located in Shelby County, Tennessee.

26. 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: Steve Peterson

Company: _____

Attn: _____

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

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

28. 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 the provision entitled "Indemnification", shall remain in full force and effect.

29. Facsimiles and copies of this Agreement, including signatures, will have the same legal force as an executed original version of this Agreement. 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.

30. 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.

Sublicense Agreement

a. The parties acknowledge and agree that USASF (hereinafter “Sublicensor”) is the exclusive licensee of the mark U.S. ALL STAR FEDERATION USASF (and design) and U.S. Registration No. 2,979,490 therefor, the mark THE CHEERLEADING WORLDS and U.S. Registration No. 2, 999,331 therefor; the mark THE CHEERLEADING WORLDS (and design) (U.S. Registration No. 3,444,342 therefor), and the mark THE DANCE WORLDS (and design) and U.S. Registration No. 3,494,984 therefor (all of the foregoing marks hereinafter collectively the “Marks”).

b. Sublicensor grants to Company (hereinafter “Sublicensee”), and Sublicensee accepts, an exclusive, nontransferable, royalty-free sublicense (without the right to sublicense further) to use the Marks throughout the United States for the purposes set forth in the Magazine Advertising Guidelines (Appendix A hereto), the Print Collateral Guidelines (Appendix B hereto), the Federal Logo Usage Guidelines (Appendix C hereto), the Cheerleading Worlds Print Collateral Guidelines (Appendix D hereto), the Dance Worlds Print Collateral Guidelines (Appendix E hereto), The Cheerleading and Dance Worlds Logos For Reproduction (Appendix F hereto), the Print Collateral Guidelines for The Cheerleading Worlds Paid Bid Qualifiers (Appendix G hereto), the Print Collateral Guidelines for The Dance Worlds Paid Bid Qualifiers (Appendix H hereto), and The Cheerleading Worlds Full and Partial Paid Bid Qualifier Logos For Reproduction (Appendix I hereto).

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

d. Sublicensee agrees that the nature and quality of the Licensed Goods/Services shall conform to standards set by and shall be under the control of Sublicensor and shall be in conformity with the Trademark Usage Guidelines attached hereto as Appendix J.

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

f. Sublicensee agrees to use the Marks only in the form and manner and with appropriate legends as approved by Sublicensor. Sublicensee agrees not to identify or characterize any competition which it conducts or participates in as a Worlds Championship or a World Championship.

g. Sublicensee agrees to notify Sublicensor of any unauthorized use of the Marks by others promptly as it comes to Sublicensee’s attention. Sublicensor 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 sublicense 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 Sublicensee agrees to (a) cease and desist immediately from all use of the Marks or any confusingly similar mark, (b) assign to Sublicensor 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.

31. 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: _____

Its: _____

Its: _____

APPENDIX A

TO USASF COMPANY 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 COMPANY 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 COMPANY MEMBER AGREEMENT

FEDERAL LOGO USAGE GUIDELINES

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 1" 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 1" wide.



The highest standards in Safety, Education, Sportsmanship



APPENDIX D

TO USASF COMPANY MEMBER AGREEMENT

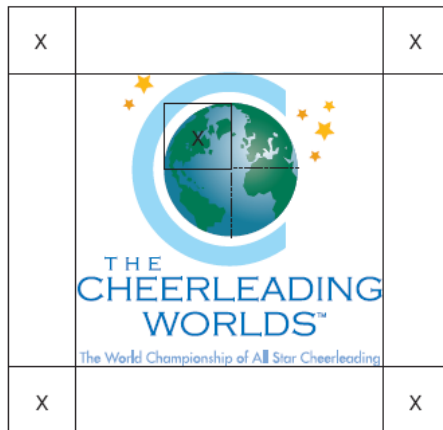
THE CHEERLEADING WORLDS PRINT COLLATERAL GUIDELINES

the Worlds™

Print Collateral Guidelines for The Cheerleading Worlds

CLEAR SPACE AND SIZE MINIMUMS

Size shown is 100% of allowed minimum for mark with tag line.



Sufficient "live" space must be used around the Mark, therefore, maintain a clear area that is 1/2 the "earth" diameter at the usage size.

Size shown is 100% of allowed minimum for mark without tag line.



The Cheerleading Worlds logo represents the USASF brand identity in All Star Cheer and Dance World Championship competition. In order to maintain maximum recognition within the industry and to preserve our mark's legal status (and that of all related "Worlds" marks), the following guidelines should be followed on all brochures, presentations, marketing materials, advertising and merchandise:

1. "The World Championship of All Star Cheerleading" tag line must accompany the mark in all applications where the mark is over 2-inches wide at "Cheerleading".
2. For legibility, the mark without the tag-line should be used no smaller than 3/4-inch at the widest measure of "Cheerleading".
3. Keep all elements of the mark in their proper proportion, and do not distort by stretching or condensing.
4. Use the mark in its entirety, not cropped in any way.
5. Do not add graphic elements to the mark or include other words or slogans.
6. Do not alter the mark or its colors.
7. Do not alter the mark type face.
8. Do not incorporate the mark into any other design, or place it upside down, vertical, or diagonally.

APPENDIX E

TO USASF COMPANY MEMBER AGREEMENT

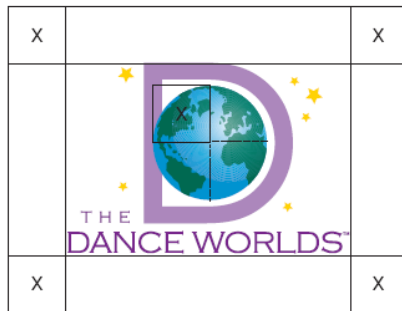
DANCE WORLDS PRINT COLLATERAL GUIDELINES

the Worlds™

Print Collateral Guidelines for The Dance Worlds

CLEAR SPACE AND SIZE MINIMUMS

Size shown is 100% of allowed minimum for mark with tag line.



Sufficient "live" space must be used around the Mark, therefore, maintain a clear area that is 1/2 the "earth" diameter at the usage size.

Size shown is 100% of allowed minimum for mark without tag line.



The Dance Worlds logo represents the USASF brand identity in All Star Cheer and Dance World Championship competition. In order to maintain maximum recognition within the industry and to preserve our mark's legal status (and that of all related "Worlds" marks), the following guidelines should be followed on all brochures, presentations, marketing materials, advertising and merchandise:

1. For legibility, the mark should be used no smaller than 3/4-inch at the widest measure of "Dance Worlds".
2. Keep all elements of the mark in their proper proportion, and do not distort by stretching or condensing.
3. Use the mark in its entirety, not cropped in any way.
4. Do not add graphic elements to the mark or include other words or slogans.
5. Do not alter the mark or its colors.
6. Do not alter the mark type face.
7. Do not incorporate the mark into any other design, or place it upside down, vertical, or diagonally.

APPENDIX F

TO USASF COMPANY MEMBER AGREEMENT

CHEERLEADING AND DANCE WORLDS LOGOS FOR REPRODUCTION

the Worlds™

Competition Logos for Reproduction

CHEER LOGO



Correct use of The Cheerleading Worlds and The Dance Worlds marks helps to protect the competitions' integrity and identity as the world's foremost and ultimate All Star championships. The marks should only be reproduced in print with four-color process.

DANCE LOGO



APPENDIX G

TO USASF COMPANY MEMBER AGREEMENT

THE WORLDS PRINT COLLATERAL GUIDELINES FOR PAID BID QUALIFIERS

APPENDIX H

TO USASF COMPANY MEMBER AGREEMENT

PRINT COLLATERAL GUIDELINES FOR THE DANCE WORLDS PAID BID QUALIFIERS

Paid Bid Logos

Print Collateral Guidelines for The Dance Worlds Paid Bid Qualifiers

CLEAR SPACE AND SIZE MINIMUMS



Sufficient "live" space must be used around the Mark, therefore, maintain a clear area on all sides that is equal to the diameter of the "earth" at the usage size.

Size shown below is 100% of allowed minimum.



The Dance Worlds Paid Bid Qualifier logo represent USASF association identity and member standing within the All Star Cheer and Dance industry. In order to maintain maximum recognition and to preserve our mark's legal status, the following guidelines should be followed on all brochures, presentations, marketing materials, advertising and merchandise:

1. For legibility, neither mark should be used smaller than 3/4-inch at the widest measure.
2. Keep all elements of the mark(s) in their proper proportion, and do not distort by stretching or condensing.
3. Use each mark in its entirety, not cropped in any way.
4. Do not add graphic elements to the mark(s) or include other words or slogans.
5. Do not alter the mark(s) or its colors.
6. Do not alter the mark(s) type face.
7. Do not incorporate the mark into any other design, or place it upside down, vertical, or diagonally.

APPENDIX I

TO USASF COMPANY MEMBER AGREEMENT

THE CHEERLEADING WORLDS FULL AND PARTIAL PAID BID QUALIFIER LOGOS FOR REPRODUCTION

Paid Bid Logos

Full & Partial Paid Bid Qualifier Logos for Reproduction

FOUR-COLOR LOGOS

Full color Bid logos should be reproduced using four-color process. Logos are not to be less than 3/4" wide at full diameter.

The Cheerleading Worlds and The Dance Worlds Paid Bid marks are for exclusive use by qualifying competition/event providers in their marketing and advertising materials. Use by non-qualifying providers is expressly forbidden.

Full Paid Bid Qualifier mark is reserved exclusively for use by USASF Tier One members.

Partial Paid Bid Qualifier mark is for the exclusive use of USASF Tier Two members.



APPENDIX J

TO USASF COMPANY MEMBER AGREEMENT

TRADEMARK USAGE GUIDELINES

1. Sublicensor may not permit its sublicensees to alter or obscure its trademarks in any way.
2. Sublicensor may require its sublicensees to use the symbols ®, ™and/or ℠ where appropriate.
3. Sublicensor may require that its sublicensees take reasonable steps to ensure that any licensed Sublicensor product is recognized and identified by the public as originating from Sublicensor. Such steps may include, but are not limited to, the use of additional copy, indicia, logos or other markings with Sublicensor's trademarks and those marks sublicensed by it.
4. Sublicensor has a significant interest in ensuring that its trademarks and those marks sublicensed by it are used only in connection with products manufactured, distributed and sold in accordance with the highest ethical and business standards. Thus, Sublicensor 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. Sublicensor's trademarks and those marks sublicensed by it may not be incorporated into a licensee's product names, trademarks, logos or company name. Sublicensor's sublicensee may not adopt any product names, trademarks, logos or company names that are confusingly similar to any of Sublicensor's trademarks or marks sublicensed by it in meaning, visual appearance, or pronunciation.
6. Sublicensor's sublicensees may use Sublicensor's trademarks and those marks sublicensed by it only in connection with particular goods and/or services identified by Sublicensor.
7. Sublicensor's licensees may not make puns out of Sublicensor's trademarks and those marks sublicensed by it or portray them in a negative light, to be determined at the sole discretion of the Sublicensor.