

LOCAL ASSOCIATION AGREEMENT

This Local Association Agreement is entered into between USA Cycling, Inc. ("USAC"), a Colorado nonprofit corporation with its principal place of business located at 210 USA Cycling Point, Colorado Springs, CO 80919, and Utah Cycling Association ("LA"), a UTAH [STATE OF INCORPORATION] nonprofit organization with offices located at:
Street: 2406 W TIERRA ROSE DR City: TAYLORSVILLE State: UT Zip: 84129.

The parties hereby agree as follows:

1. **Term.** The term of this agreement shall begin December 1, 2017 and shall continue through November 30, 2018.
2. **Recognition as LA.** USAC hereby recognizes LA as the USAC Local Association for the disciplines of road, track, cyclo-cross, gravel, gran fondo and fun ride ("Covered Disciplines").
3. **Territory.** LA shall be the USAC Local Association in the following geographic area: The States of Utah, Idaho, and Wyoming, United States Postal Zip Codes as follows: Utah: all zip codes. Idaho: 832XX and 834XX. Wyoming: 821XX, 825XX, 829XX, 830XX, and 831XX.
4. **Grant of Rights.** USAC hereby grants to LA a non-exclusive, non-transferable, non-sublicenseable, royalty free license to use the USAC shield logo and the statement of association "Official Local Association of USA Cycling" (collectively "Licensed Marks") in connection with LA's obligations under this agreement.
5. **LA's Obligations.** LA's obligations under this agreement shall include the following:
 - a. be recognized by the Internal Revenue Service ("IRS") as a tax exempt organization under the Internal Revenue Code and provide USAC with a copy of its letter of recognition from the Internal Revenue Service as a tax exempt organization ("Exemption Letter") upon request by USAC;
 - b. post on its website its IRS form 990 for the three most recent years;
 - c. post on its website its financial statements for the three most recent years;
 - d. post on its website its current bylaws and other organic documents;
 - e. provide USAC with a completed W-9;
 - f. encourage all race directors within the Territory to permit events in the Covered Disciplines with USAC;

- g. make reasonable efforts to schedule events in coordination with National Calendar and International Calendar events;
- h. make reasonable efforts to calendar and coordinate Covered Discipline events to optimize participation and create minimal conflicts between events;
- i. make reasonable efforts to lead and promote communication, collaboration and cooperation between event directors;
- j. review and submit completed event permits to USAC; however, LA may decline to submit an event permit to USAC if the event director seeking such permit is delinquent in the payment of fees charged by the LA as provided for in Section 8 of this agreement;
- k. encourage race directors to submit post event documents (including results) to USAC within 21 days of the final day of the event, and assist in the recovery of outstanding and delinquent post event documents including outstanding payment and missing results;
- l. assign qualified officials for all non-national championship events in accordance with USA Cycling Policy IV, including but not limited to events on national calendars, state championships, and local events;
- m. assist members with license upgrading up to Category 2 for road, track and cyclo-cross disciplines and license downgrading in accordance with the USAC Rulebook;
- n. provide membership with a communication forum such as web site, newsletter, and social media feeds;
- o. support, promote, and facilitate USAC programs including those for membership, officials, and race directors;
- p. support and promote athlete development opportunities and programs and communicate these to members with guidance and assistance of USAC;
- q. keep USAC provided member e-mail addresses confidential and only use such e-mail addresses to communicate with USAC members while fulfilling LA's obligations under this agreement;
- r. regularly promote membership offerings from USAC including Race, Podium, and Podium Plus as well as Ride through such means as available (website banner ads, e-mail, social media channels);
- s. encourage race director adherence to best practices as defined in the LA policies and procedures;

- t. host an annual event directors summit; and
- u. prominently display the Licensed Marks on LA's website.

6. **USAC's Obligations.** USAC obligations under this agreement shall include the following:

- a. provide LA with a co-branded microsite on the USAC website when the new platform becomes available, which may replace existing LA websites;
- b. provide LA with marketing support in the form of basic marketing templates for both print medium and digital marketing, as well as digital marketing and social media for LA activities as requested by the LA on a space available basis;
- c. provide LA with access to USAC's membership category database;
- d. work with an insurance company to offer club, directors and officers (D&O), and hired/non-owned auto and motorcycle insurance;
- e. work with an insurance company to provide risk management tools and suggestions for race directors;
- f. procure rider and event insurance subject to existing insurance market and pricing conditions;
- g. provide LA with access to consenting USAC member e-mail addresses for members in the LA's Territory;
- h. provide and maintain an online forum that will serve as (i) the primary method of communications from USAC to LA and (ii) an online forum for community and group communications;
- i. develop and administer a grant program that Local Associations may individually apply for and that shall be awarded at USAC's sole discretion, subject to execution of a separate agreement between USAC and the Local Association;
- j. host monthly Local Association teleconferences as well as monthly working group meetings to foster better communication and cooperation between Local Associations and USAC.

7. **Rebate and Incentive Program.**

- a. "2018 Memberships" shall include full price (i) adult domestic racing memberships (including Race, Podium and Podium Plus memberships) and (ii) adult

international racing licenses, with Road, Track, or Cyclo-cross selected as the primary discipline, sold between December 1, 2017 and November 30, 2018 to individuals residing in LA's Territory.

b. "2017 Memberships" shall include full price (i) adult domestic racing memberships (including Race, Podium and Podium Plus memberships) and (ii) adult international racing licenses, with Road, Track, or Cyclo-cross selected as the primary discipline, sold between December 1, 2017 and November 30, 2018 to individuals residing in LA's Territory.

c. USAC will pay LA \$8 for each 2018 Membership.

d. USAC will also pay LA \$5 for each 2018 Membership sold in excess of the total number of 2017 Memberships sold by LA.

e. Junior memberships are not eligible for rebates.

f. Collegiate memberships are not eligible for rebates.

g. Discounted memberships are not eligible for rebates. Discounted memberships include any membership sold for less than the price published on USAC's website for an annual adult domestic racing membership or an adult international racing membership.

h. USAC will pay \$.31 to LA for each "rider day" from a 2018 USAC-permitted Covered Discipline event in the LA's Territory. A "rider day" shall mean one rider per day in Category A-F events. The rebate excludes all USAC sanctioned camps, clinics, and training rides. The rebate will only be paid for events that are completed and have satisfied USAC's post-event reporting requirements including full payment to USAC.

i. USAC will remit all amounts payable to LA within thirty (30) days following the end of each calendar quarter, however, the final quarterly payment is not due and payable until the later of February 15, 2019 or 15 days after the receipt of all required documents are submitted.

j. The following quarterly rebate payment schedule will be implemented for 2018 with a pro-rata portion paid if agreement is mutually executed after January 29, 2017:

i. **First quarter ending March 31, 2018** – 100% of rebates for eligible memberships sold between December 1, 2017 and March 31, 2018, and racer days between January 1, 2018 and March 31, 2018.

ii. **Second quarter ending June 30, 2018** – 100% of rebates for eligible memberships sold between April 1, 2018 and June 30, 2018, and racer days between April 1, 2018 and June 30, 2018.

iii. **Third quarter ending September 30, 2018** – 100% of rebates for eligible memberships sold between July 1, 2018 and September 30, 2018, and racer days between July 1, 2018 and September 30, 2018.

iv. **Fourth quarter ending December 31, 2018** – 100% of rebates for eligible memberships sold between October 1, 2018 and November 30, 2018, any bonuses earned based on Section 7d and racer days between October 1, 2018 and December 31, 2018.

k. USAC will provide LA an accounting of membership sales and rider days at the time of each quarterly rebate payment.

l. Any obligations of USAC to make payments under this Section 6 that are scheduled to occur after the term of this agreement shall survive termination subject to the provision of Section 10.

8. **Local Association Fees and Surcharges.** LA may charge membership fees and surcharges subject to the following conditions:

a. Mandatory annual club membership fees may not exceed \$150.

b. Mandatory annual individual membership fees may not exceed \$25.

c. If LA charges a mandatory individual membership, LA must offer a one-day membership, the fees for which may not exceed \$5. LA may not charge a one-day membership to a USAC member who does not reside in the LA's Territory.

d. LA may charge rider surcharges only for Category A, B, C, D, and E level events held within LA's Territory as follows:

i. If LA does not charge a mandatory annual individual membership fee, such rider surcharges may not exceed \$2.00 per rider day; or

ii. If LA does charge a mandatory annual individual membership fee, such rider surcharges may not exceed \$1.75 per rider day.

e. LA shall publish, in a location easily accessible to LA's membership and event directors, a schedule of all membership fees and surcharges that it charges. In conjunction with this schedule of fees, LA shall publish a detailed explanation of how such fees and surcharges are used to further the mission of the LA.

9. **SafeSport; Criminal Background Checks.** LA shall have a SafeSport education policy. LA also agrees to conduct criminal background checks ("CBC") as follows:

a. LA shall conduct a CBC for the President/Executive Director (or similar position) and any person that is formally authorized, approved or appointed by the LA (a) to a position of authority over athletes or (b) to have frequent contact with athletes. This CBC must be conducted no later than sixty (60) days for newly authorized, approved or appointed positions and thereafter shall be completed every two years. All CBC's should meet USAC's Criminal Background Check Policy and Procedures which may be amended from time to time and which are published on USA Cycling's SafeSport website.

b. Any individual for whom a CBC is performed must also complete SafeSport education training within sixty (60) days of being authorized, approved or appointed to his or her position.

10. Termination.

a. Either party may terminate this agreement upon ninety (90) days prior written notification to the other party at its address set forth on the first page of this agreement.

b. Either party may terminate this agreement if the other either party commits a material breach of its obligations under this agreement. If either party commits a material breach in the performance or observance of any of its obligations under this agreement, and such breach continues for a period of thirty (30) days after delivery by the non-breaching party of written notice reasonably detailing such breach then the non-breaching Party shall have the option to terminate this agreement. If the breach cannot be cured within the thirty (30) day period and the breaching parties notifies the non-breaching party in a reasonably detailed writing of its plans to initiate substantive steps to remedy the breach and thereafter diligently pursues cure of the breach, the initial thirty (30) day period will be extended for an additional thirty (30) days. If after the extension, the breach remains uncured, the non-breaching party has the option of terminating this agreement.

c. In the event of early termination of this agreement by USAC, USAC is obligated to pay LA only for licenses sold through the date of termination and only if LA is not in breach of this agreement.

d. In the event of early termination of this agreement by LA, USAC is obligated to pay LA only on a pro-rata basis for licenses sold up to the date of termination based upon the full 12-month Term. LA shall refund USAC any overpayment of within 15 days of the date of termination.

11. Insurance. LA will maintain in full force and effect general liability insurance in the amount of \$1,000,000; and will have USAC named as a named insured. If the LA purchases its general liability policy through USAC's Club/LA General Liability Program through Willis, USAC does not need to be added as a named insured. LA will supply proof of such insurance to USAC.

In addition, LA shall maintain in full force and effect workers compensation insurance as may be required by the state(s) in which the LA does business.

12. **Indemnification.** Each party agrees to indemnify and hold harmless the other, and its agents, officers, directors, representatives, and employees (collectively “representatives”) as to all claims asserted against and costs (including reasonable attorney fees) and damages incurred by the other party or its representatives as a result of or arising from the indemnifying party’s or its representatives’ actions or inactions pursuant to this agreement or failure to comply with this agreement, except to claims covered by insurance under which both parties are insureds and with respect to which, they waive the right of subrogation.

13. **Relationship of the Parties.** This agreement creates a contractual relationship only between the parties and does not create a partnership, joint venture, or similar relationship. This agreement does not give LA the authority to issue USAC permits, extend USAC insurance coverage, or incur any debts, liabilities, or obligations on behalf of USAC. LA is liable for all labor and other expenses it incurs as a registered club and as an event sponsor.

14. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

15. **Severability.** The parties intend as follows:

a. that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

b. that if an unenforceable provision is modified or disregarded, then the rest of the agreement will remain in effect as written; and

c. that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

16. **Counterparts.** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

17. **Governing Law.** The laws of the state of Colorado, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement. Venue for all adversarial proceedings shall be in El Paso County, Colorado.

18. **Scope of Agreement; Entire Agreement.** This agreement, the Contractor Release and the schedules, exhibits and addenda to this agreement constitute the entire understanding

between the parties with respect to the subject matter of this agreement and supersede all other agreements, whether written or oral, between the parties.

The parties are signing this agreement on the date indicated below to their name in the signature block:

USA CYCLING, INC.

LOCAL ASSOCIATION

By: _____

By: Marty Slack

Name: Todd Sowl, CPA, CGMA

Name: MARTY SLACK

Its: Chief Financial Officer

Its: President of UCA

Date: _____

Date: 3-18-18