



the HUB/C'Ville Bikes  
821-827 Frederick Road  
Catonsville, MD 21228

T 410.744.RIDE (7433)  
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[www.cvillebikes.com](http://www.cvillebikes.com)

# Letter of Agreement

Prepared for:

Patrick Blair, Adam Driscoll and the Board of Directors | AdventuresForTheCure | 6030 Marshalee Drive Suite 578 |  
Elkridge, MD 21075

Presented by: Scott Westcoat/Chris Adair/Warren Westcoat, Cycles West, Inc. dba the HUB/C'Ville Bikes

October 30, 2012

LOA: 12-112.2



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## Objective

To create a mutually beneficial, working partnership between AdventuresForTheCure ("AFC") and Cycles West, Inc. dba the HUB/C'Ville Bikes ("the HUB")

## Goals

To provide the AFC a primary source of bicycles, bicycle parts, bicycle accessories, and bicycle service for their organization.

## Solution

Utilize the shop location in Catonsville, MD to provide products, goods, services, knowledge, experience and an additional network of assets to execute a successful "primary bicycle shop partnership" program.

The following items are requested as part of this AdventuresForTheCure/Cycles West, Inc. partnership.

- The HUB will offer the AFC membership the ability to place a quarterly shop order to their members (from mutually agreed upon suppliers) at an advertised wholesale cost basis with a ten percent (10%) service fee to the HUB
- The HUB will offer all AFC members and their immediate family members, a twenty five percent (25%) discount on any retail purchases made through the HUB/C'Ville Bikes. Cycles West will issue a discount card to AFC members, to be distributed accordingly based on current membership and any new members as they join.
- The HUB will offer AFC a preferred bicycle manufacturer offer/discount on complete bikes and framesets. This will be done with the approval of all parties on the best offer from our core brands (GIANT, CANNONDALE, ROCKY MOUNTAIN and SCOTT)
- The HUB and AFC will offer mutual partnership marketing opportunities to their electronic mailing lists for special sales, events and other AFC/HUB approved partner programs.
- The HUB and AFC will provide mutually agreed upon, branded logo advertising on each other's custom cycling gear.
- The HUB and AFC will create a singular yearly event (tbd) where net profits are to be shared equally between the two organizations. Cycles West's portion will directly benefit CHANGING GEARS™ a recognized 501(c)(3) whose mission is to repurpose bikes and people into the local community.

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- The HUB and AFC will seek mutual sponsors for the AFC/HUB partnership. Cycles West, Inc. would like to retain the rights to secure sponsorship opportunities for the AFC program via their sister company, ASG Events (ASG). Any new sponsorship agreements secured by ASG, would carry a twenty five percent (25%) commission on the net dollar amount, taking into account the cost of all sponsor deliverables.
- The HUB would like to have a minimum 10' x 20' booth space at all AFC events to showcase and vend their wares and services to AFC members, additional participants and spectators. (AFC members would realize the 25% shop discount via the card program while onsite for any/all items showcased by the HUB)

## Terms

This letter of agreement is a binding contractual agreement between Cycles West, Inc. dba the HUB/C'Ville Bikes, 821-827 Frederick Road, Catonsville, MD 21228 and the AdventuresForTheCure, 6030 Marshalee Drive Suite 578, Elkridge, MD 21075 for the period of November 19th, 2012 through November 18th, 2013 and shall be renewed automatically on a yearly basis if not opted out by either party with thirty (30) days advance notice.

Any modification or waiver by the parties shall be done in writing signed by all parties. This agreement contains the final and entire understanding of the parties on the matters herein.

Agreed for by Cycles West, Inc.

Agreed for by AdventuresForTheCure

Scott Westcoat

President, Cycles West, Inc.

AdventuresForTheCure