



### **Ridebiker Alliance Club/Team Agreement**

Below contains a sponsorship agreement between Adventures for the Cure, a MD 501(c)(3) based at 1221 Brandford Road, Catonsville, MD 21228 (“Club”) and Sho-Air Cycling Group, a California corporation located at 5401 Argosy Ave., Huntington Beach, CA United States (SCG). The contract will be effective 01/01/16 to 12/31/16 (“Term”).

**WHEREAS**, Club meets on a regular basis for the mutual purpose of cycling advocacy; and

**WHEREAS**, SCG facilitates custom cycling apparel and club support; and

**WHEREAS**, SCG desires to supply support to the Club and the Club desires to accept support from SCG in accordance with the terms and conditions herein set forth;

**NOW THEREFORE**, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

### **ARTICLE I – DEFINITIONS**

“**Club’s Image**” shall mean the Club name, other indicia of identity, or any likeness, photograph, or other visual or graphic representation of the Club in any medium or any statement or endorsement made by the Club, or any combination of the forgoing.

“**Cycling Event**” shall mean a cycling race, competition, contest, camp, event, trade show, training activity, performance or cycling specific advocacy in which the Club participates in any way and any press or media recordings or appearances associated with the same.

### **ARTICLE II – PROGRAM AGREEMENT**

#### **2.1 Custom Clothing. For the contract term, SCG will provide Club support as described here within:**

- a) Access to a skinnable, personalized Club eShop for the purchase of Club member’s custom clothing.
- b) Cycling kits and benefits as described in Appendix A.
- c) SCG will use best efforts to establish sponsorship or discounts on material. Club is not required to purchase from these companies and no additional sponsorship requirements are implied. Club is free to source own sponsors.

## **2.2 Use of SCG Name and Products. In return for this support, Team shall:**

- a) Team will actively promote the Ridebiker Alliance, on forms of social media, reposting images and results and mentioning @RidebBikerAlli and the Ridebiker Alliance on Twitter and Facebook
- b) Provide Club event calendar so that SCG may promote the Club and its activities
- c) Represent SCG in a professional manner, on and off the track.
- d) Club will not consume any substance banned by the USADA, WADA, USCF, CCA, FIAC, UCI, IOG, or any participating or governing body event related. Club is aware that the use of any such substance will result in an immediate termination of this Agreement. Club understands that it is their sole responsibility to know the current list of banned substances and what substances they put in their body.
- e) Club will support and abide by all rules of the Club, USA Cycling, the UCI and any governing body in the cycling or multisport disciplines.

## **2.3 Use of Club or Club's Image. SCG shall have the right to use the Club's Image, pending club's approval in conjunction with SCG's marketing and promotion of any services, events or products manufactured or sold by SCG, by any means.**

Ridebiker reserves the right to use any of its commissioned designs, including logos, names and other referenced within, as examples of its services.

Club shall have conditional nonexclusive right of use of the Ridebiker logo, name and affiliation while in good standing during the term of the agreement.

## **ARTICLE III – RENEWAL AND TERMINATION**

### **3.1 Renewal Option.** The term for this agreement is for a one-year term that will automatically renew January 1<sup>st</sup> for an additional year unless cancelled by SCG with a thirty day notice.

### **3.2 Early Termination of Sponsorship.** This contract may be cancelled by SCG with a thirty (30) day written notice.

## **ARTICLE IV – MISCELLANEOUS**

### **4.1** This Agreement may be modified or amended only by the written agreement of SCG.

### **4.2** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. This Agreement constitutes the entire agreement made between Club and SCG and supersedes any prior written or verbal agreement between them relating to the subject matter contained herein.

### **4.3** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Proper venue to resolve any dispute or interpretation of this Agreement per section 3.3 shall be exclusively in Orange County, California.

**4.4** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one agreement.

**Signature**

By signing below, both parties have read and understood the expectations of the above items and terms.

\_\_\_\_\_

Ridebiker Alliance

Date: \_\_\_\_\_

\_\_\_\_\_

Adventures for the Cure

Date: \_\_\_\_\_

## **APPENDIX A**

### **Club Kit**

- a) Design resources for technical apparel design
  - a. It is understood and agreed upon that there will be up to three (3) design concepts delivered and up to two (2) design revisions granted at no charge. Any additional design changes shall be at a cost of \$250.
  - b. Upon final approval, the agreed-upon kit design shall subsequently be attached to this Agreement as Appendix B.
- b) A 7% rebate for all custom clothing items purchased on the Club's eShop in the form of a check or credit on the club's account.
- c) It is understood and agreed upon that a reasonable timeline on the delivery date shall be established based on the final approval of all club designs.

## **APPENDIX B**

Supporting art proof files and correspondence to be attached here.