



USA Track & Field • The National Governing Body for Track & Field, Long Distance Running and Race Walking

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Craig Masback

CHAMPIONSHIPS BID AWARD AGREEMENT [Subject to Amendment]

I, [name of authorized signatory for LOC], on behalf of [name of LOC] whose address is [address of LOC], the winner of the bid to conduct the [year of event] USA Track & Field [event] Championships (the "Championships") to be held on [date of event] (the "Event Date") and which shall serve as local organizing committee ("LOC"), hereby agree as follows:

1. This Bid Award Agreement, in conjunction with the approved portions of LOC's [name of event] Championships Bid Application dated [date of LDR bid application] (the "Bid") attached as Exhibit "A," constitutes the binding agreement between LOC and USA Track & Field, Inc. (USATF) for the conduct of the Championships. The parties have agreed to the following additional terms and/or modifications to the Bid:
 - a. [insert special requirements or agreed modifications]
 - b. LOC shall provide an accessible and visible location for the placement of a 10x10 tent to be used by USATF and/or the local Association for USATF membership sign-ups. (Note: All competitors in the Championships races must be USATF members pursuant to USATF regulation 2-A-1.)
2. LOC understands that pursuant to USATF Regulation 4-B, the title of the Championships must be approved in advance by the Chief Executive Officer ("CEO") of USATF.
3. USATF hereby grants LOC a non-exclusive and limited license to use the triangular USATF Mark as identified in Exhibit "B," or to create a Championship Logo (the "Championship Mark") in connection with promoting, and/or advertising the Championships in any media, including, without limitation, Internet, print, art work, and packaging, but only with the prior written approval of USATF. All designs, logos, trademarks, and trade names created by LOC, incorporating any USATF Mark or elements thereof, shall be subject to the prior written approval of USATF and shall become the sole property of USATF. This limited license to use a USATF Mark shall not in any way create any

ownership rights in LOC to any USATF Mark, nor shall it give LOC the right to sublicense, assign or delegate any USATF Mark to any third party.

4. LOC shall prominently display USATF's triangular logo on Championships entry forms, results sheets, and on banners at the start and finish lines.
5. LOC shall exercise its best efforts to require that all USATF approved local Championships sponsors comply with the provisions of paragraph 3 above and this paragraph 4. Neither LOC nor a USATF approved local sponsor shall use any USATF Mark, word, phrase or identification except as identified in Exhibit "B." Any and all rights or license to use any USATF Mark shall terminate at 11:59 P.M. on the Event Date
6. LOC understands that USATF owns all rights to Internet and national television broadcasts of the Championships.
7. LOC understands and agrees that its budget for the conduct of the Championships shall be provided to USATF, if requested, at least 180 days prior to the Championships.
8. I represent and warrant that I have the authority to execute this Agreement on behalf of LOC and that all appropriate and necessary consents and authorizations have been obtained from LOC [, the owners and/or operators of private and public space through which the event will be run] and the city of [city, State of event.]
9. LOC understands and agrees that it must carry adequate insurance, as determined by USATF, to cover all potential risks associated with the conduct of the Championships. Adequate insurance consists of but is not limited to a minimum of Commercial General Liability coverage of One Million (\$1,000,000) Dollars with an umbrella liability policy limit of not less than Five Million (\$5,000,000) Dollars. Such insurance may be purchased with a USATF sanction. Liquor liability coverage must be provided if any event associated with the Championships will serve alcoholic beverages. Notwithstanding the insurance purchased with a USATF sanction or otherwise, the LOC shall also be responsible for obtaining workers compensation, automobile, professional liability, and excess umbrella liability coverage to cover risks not protected by USATF's sanction insurance program or LOC's event insurance provider. LOC's failure to secure adequate insurance coverage for the Championships, within ninety (90) days of the Event Date, shall result in all rights related to the Championships reverting back to USATF. In such case, USATF shall have sole authority and discretion to move the Championships to another site.

10. LOC agrees to obtain a USATF sanction for the Championships, regardless of whether it secures event insurance coverage through USATF. The Championships entry form shall disclose that the national championships shall be conducted in accordance with USATF Rules of Competition.
11. In the event of a dispute or controversy arising out of or relating to the bid award or this Agreement, LOC and USATF hereby agree to mediate said dispute or controversy. The CEO, President, or Executive Director of each party, or his or her designee, shall represent each party in the mediation. In the event that a dispute cannot be resolved by mediation, it is agreed that the same shall be submitted for arbitration to the USATF National Athletics Board of Review ("NABR"). The decision of the NABR may be appealed to a single arbitrator of the American Arbitration Association in Indianapolis, in accordance with the commercial arbitration rules promulgated by such Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
12. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Indiana and the Federal Trademark Act of 1946, as amended.
13. This Agreement, in conjunction with the accepted portions of the Bid, constitute the only agreement between the parties and supersedes all prior agreements, both written and oral, between the parties hereto respecting its subject matter. Any report generated by USATF as the result of a pre-Championships site visit shall become a part of this Agreement; specifically any items LOC agrees to correct or improve as detailed in said report. In the event of a conflict between the terms of this Agreement and the Bid, the terms of this Agreement (or any site report) shall take precedence over the Bid. No representation, promise, inducement, or statement of intent has been made by any party not contained in this Agreement, shall have any force or effect, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not embodied herein with respect to the subject matter hereof. This Agreement may only be amended by a formal written contract or document.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall together constitute but one instrument, which may be sufficiently evidenced by any counterpart.

AGREED & ACCEPTED

USA TRACK & FIELD, INC.

[LOC]

By: _____
Bill Roe
President

By: _____
Name:
Title:

By: _____
Craig A. Masback
CEO

By: _____
Name:
Title: Sports Committee Chair

Dated as of:

Exhibit "A"

[Name of Event] Bid Application

Exhibit "B"

USATF Logo Use Guidelines