



USA Powerlifting Regional Championship Agreement

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between *American Drug Free Powerlifting Association, Inc. dba USA Powerlifting* having its principal office and place of business at 1120 Huffman Rd, Ste 24 #223, Anchorage, AK 99515, hereinafter referred to as the "CORPORATION," and _____, having its office and place of business at _____, hereinafter referred to as "MEET DIRECTOR."

Recitals

WHEREAS, the mission of the CORPORATION is to provide powerlifting competitions of uniform high quality which is drug tested and available to all athletes who meet the criteria for membership throughout the United States. In this capacity, the CORPORATION has the exclusive right to conduct the Event defined below.

WHEREAS, the CORPORATION has awarded the following described Event to the place and venue and on the date as follows:

Event: USA Powerlifting _____ **Regional Championships**
Date: _____
Place: _____
Venue: _____

WHEREAS, the MEET DIRECTOR wishes to support, assist, and cooperate with the CORPORATION in respect to the Event on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Duties and Obligations of the MEET DIRECTOR.

(a) Conduct of Event. The MEET DIRECTOR shall produce, conduct and promote the Event in a high quality manner in accordance with the terms and conditions of this Agreement. The MEET DIRECTOR shall provide all facilities for the Event in accordance with Addendum A attached hereto. The Venue shall have tiered seating, or the competition platform will be placed on a raised stage to provide adequate viewing for the spectators. The Venue shall be accessible at least 3 hours before and 1 hour after each day of competition. The MEET DIRECTOR must have a CORPORATION Event banner for the backdrop of the competition stage. The banner must include the name, date, year and location of the Event (e.g. USA POWERLIFTING NORTHWEST REGIONALS, OCT. XX-XX, 20XX, CITY, STATE) and should be

_____/_____
Initials Date

large enough to be easily viewed from the back of the Venue. Size and artwork of the banner shall be approved in advance, in writing, by the CORPORATION.

(b) Promotion of Event. The MEET DIRECTOR shall promote the Event locally in a manner designed to maximize exposure for, and the number of spectators at, the Event. The MEET DIRECTOR shall be solely responsible for conducting and paying for the local publicity, advertising and promotion of the Event.

(c) Costs of Conducting Event. Unless otherwise stated in this Agreement, the MEET DIRECTOR shall be solely responsible for all costs of organizing and conducting the Event, including but not limited to the following: Venue, competition equipment, warming-up room and equipment, training hall and equipment, timing device, drug testing facilities, scales and hospitality room.

(d) Equipment. The MEET DIRECTOR shall be responsible for providing all equipment, including but not be limited to: competition platform, training and warm up platforms, barbells and weights, and racks. All competition equipment must adhere to the technical requirements of the International Powerlifting Federation (IPF).

(e) Sponsorships. The MEET DIRECTOR acknowledges and agrees that the CORPORATION shall own all rights in and to national sponsorships of the Event. The MEET DIRECTOR agrees to honor any and all obligations of the CORPORATION as they may relate to the Event, including without limitation providing signage in the Venue and around the competition platform. The CORPORATION agrees to provide the MEET DIRECTOR promptly with information on its national sponsorships and the obligations of the MEET DIRECTOR with respect to those sponsorships. The MEET DIRECTOR, may, and shall be solely responsible for, the collection of all non-conflicting local sponsorships for the Event, provided that the MEET DIRECTOR must receive the prior written approval of the CORPORATION before entering into any local sponsorship, not to be unreasonably held. The MEET DIRECTOR shall be entitled to retain any income generated by local sponsorships, except as otherwise specifically provided in this Agreement.

(f) Complimentary Rooms. The MEET DIRECTOR shall provide 3 double rooms: 1 for the President of USA Powerlifting, 1 for the Committee Chair (if applicable), 1 for Doping Officer and 1 for the Technical Secretary, for CORPORATION to use during the Event free of charge. All of the rooms must be available beginning two days prior to the first day of competition and continuing to the day following the Event.

(g) Individual and Team Awards. The MEET DIRECTOR shall provide, at its sole expense, individual and team awards as outlined in Addendum A. CORPORATION will, upon request, refer a medal manufacturer to MEET DIRECTOR.

(h) Rules. The MEET DIRECTOR agrees that all aspects of the Event must be conducted in accordance with the rules of the International Powerlifting Federation ("IPF") and the CORPORATION. If CORPORATION determines, in its reasonable discretion, that a pre-competition visit is needed, the MEET DIRECTOR shall fund one pre-competition visit by a technical director to be appointed by CORPORATION. CORPORATION will use its reasonable efforts to keep the expenses associated with the pre-competition visit reasonable, including use of economy airfare. CORPORATION will use reasonable efforts to have the pre-competition visit performed by someone from the local area.

(i) Volunteer Support Staff. The MEET DIRECTOR shall provide all necessary volunteer support staff (administrative, venue, doping control escorts, etc.) as detailed in Addendum A. The MEET DIRECTOR will arrange on-site medical coverage.

(j) Airport Shuttle; Shuttle to and from Venue. The MEET DIRECTOR shall make available a shuttle service to meet the athletes, coaches and officials at the airport when they arrive and shall return them to the airport when they depart. There may be a reasonable charge (\$20-\$25 round-trip) although a complimentary shuttle is preferred. The MEET DIRECTOR shall also provide transportation between the Venue and the official hotel headquarters (should they be different,) which must be free of charge to athletes, coaches and staff, and must coincide with all meetings, weigh-ins and lifting times at the Venue.

(k) Complimentary Tickets. The MEET DIRECTOR shall, upon request, make available to the CORPORATION at least **15** complimentary tickets for each day of the Event.

(l) Booth Space. The MEET DIRECTOR shall provide, at no cost to the CORPORATION, a booth or other appropriate space and facilities through which the CORPORATION and/or the CORPORATION'S sponsors may sell merchandise at the Event. Booth space shall be inside the competition venue, if possible.

(m) Bid Fee. The MEET DIRECTOR shall pay to the CORPORATION a bid fee which must be paid upon or before execution of this Agreement. Failure to timely pay such bid fee will cause this Agreement to be null and void.

(n) Bid Materials. Upon request, a copy of MEET DIRECTOR's bid materials passed out at the CORPORATION'S Board of Governors meeting, as well as a copy of the video and/or audio tape of MEET DIRECTOR'S presentation, will be provided to the CORPORATION or any member of the CORPORATION.

(o) Event Program. The MEET DIRECTOR may, in its discretion and at its sole expense, develop a souvenir Event program and/or competition sheets. The MEET DIRECTOR shall be entitled to retain any and all revenues from the sale of, or advertising in, an Event program. The CORPORATION will assist the MEET DIRECTOR with the content of the Event program.

(p) Ticket Sales; Event T-Shirts. The MEET DIRECTOR may charge an admissions fee or sell tickets for the Event. The MEET DIRECTOR shall be entitled to retain all revenues from such admission fees/ticket sales. Likewise, the MEET DIRECTOR may sell Event T-shirts using logos and marks for the Event, and the MEET DIRECTOR shall be entitled to retain all revenues from the sale of such T-shirts.

(q) Cultural Activities. The MEET DIRECTOR may provide cultural activities for the individuals participating in the Event as it deems appropriate. The MEET DIRECTOR may simply provide information about such activities to the participants and charge a fee for participation in such activities.

(r) Banquet. The MEET DIRECTOR may, in its sole discretion, arrange a banquet or comparable Event on the evening of the final day of competition at the Event. The MEET DIRECTOR may charge a reasonable fee (\$20-\$30) to each individual wishing to attend the banquet. If there are not an adequate number of tickets sold, the banquet may be cancelled.

(s) Licensed Merchandise. If mutually agreed by the MEET DIRECTOR and CORPORATION, MEET DIRECTOR may sell merchandise as outlined in Addendum B.

2. **Rights of CORPORATION.**

(a) **Control of Technical Elements.** The CORPORATION shall have sole and exclusive control of the conduct of the Event in accordance with the rules of the International Powerlifting Federation, and the CORPORATION shall appoint a Technical Secretary to assist with same.

(b) **Marketing Activities.** The CORPORATION shall have exclusive right to conduct, or authorize others to conduct, any and all marketing conducted at the Venue, including all surrounding areas reasonably in control of the Venue owner, such as the parking lot for the Venue and sidewalks on the Venue property. MEET DIRECTOR acknowledges that it may not permit anyone to conduct any marketing activities at the Venue and/or surrounding areas without the prior express written consent of CORPORATION.

(c) **Event Marketing and Licensing.** Except for the MEET DIRECTOR's right to sell T-shirts, as described in Section 1(q) above, CORPORATION shall have the exclusive right to conduct, or license others to conduct, Event marketing and licensing, and to create, market and sell merchandise bearing the NGB name, Event titles and marks and designations at the Event.

(d) **Event Content.** The CORPORATION has exclusive control of all forms of broadcast medium to include the transmission or retransmission of audio, visual, and audiovisual programming by electronic signals.

3. **Duties of CORPORATION.**

(a) **Assistance with Promotion of Event.** CORPORATION shall provide assistance with the promotion of the Event by advertising the Event on its web site and through other channels of communication with CORPORATION's members.

4. **MEET DIRECTOR is not an Agent of CORPORATION.** The MEET DIRECTOR has absolutely no authority to act as an agent of, negotiate on behalf of, or to legally bind or obligate, the CORPORATION in any way. Any and all agreements entered into outside of this agreement shall be the sole responsibility of the MEET DIRECTOR.

5. **Indemnification.**

(a) **By The MEET DIRECTOR.** The MEET DIRECTOR shall hold CORPORATION and its directors, officers, employees and agents (the "CORPORATION Indemnified Parties") harmless from, and defend the CORPORATION Indemnified Parties against, any and all claims or liability for any injury or damage to any person or property whatsoever in connection with the Event.

(b) **By CORPORATION.** The CORPORATION shall hold the MEET DIRECTOR and its directors, officers, employees and agents (the "MEET DIRECTOR Indemnified Parties") harmless from, and defend the MEET DIRECTOR Indemnified Parties against, any and all claims or liability for any injury or damage to any person or property whatsoever when such injury or damage shall be caused by the act, negligence, or fault of, or, omission of any duty with respect to the same by the CORPORATION, or its employees, which shall include training and competition.

6. **Term; Termination; Consequences of Termination.**

(a) **Term and Termination.** The Term of this Agreement shall commence on the date first set forth above and shall continue through and including the date one hundred twenty (120) days after the completion of the Event.

(b) **Termination Due to Breaching Party's Failure to Cure.** A non-breaching party may terminate this Agreement if the breaching party fails to cure its breach of any duty under the Agreement Documents within thirty (30) days of notice of that breach.

(c) **Damages.** Neither party will (by reason of termination of this Agreement) be liable to the other party for compensation, reimbursement or damages claimed on account of lost profits or prospective profits, anticipated sales, expenditures, investments, consequential damages, levies or commitments of any nature whatsoever.

7. **Miscellaneous.**

(a) **Notices.** All notices, requests or communications required or permitted to be given under this Agreement shall be in writing and delivered by hand, by air courier or sent by registered or certified mail, Return Receipt Requested, to the party address as set forth above. Any such notice, request or other communication will be deemed to have been received on the day of delivery or transmission, but if that day is a Saturday, Sunday or legal holiday at the location of the recipient, then the notice, request or other communication will be deemed to have been received on the following day that is not a Saturday, Sunday or legal holiday at the location of the recipient.

(b) **Arbitration; Costs.** Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association, except that the parties shall be entitled to reasonable documentary and deposition discovery from each other, which shall be limited to the matters in dispute. A judgment upon the award rendered by the arbitrator shall be final and non-appealable, and may be entered into any court having jurisdiction thereof. The arbitration proceeding shall be conducted by an arbitrator mutually agreed upon by both parties with experience in contract law and held in _____. In any action, suit or proceeding brought to enforce this Agreement or to collect damages as a result of a breach thereof, the prevailing party in such action, suit or proceeding shall be entitled to collect from the other party all of its costs and expenses incurred in connection with such proceeding, including but not limited to reasonable attorney's fees, court costs and expert witness fees.

(c) **Governing Law.** This Agreement is governed by and construed according to the laws of the state of _____ without regard to the conflict of laws, rules of the state of _____ or of any other jurisdiction.

(d) **Entire Agreement.** This Agreement, including all Addenda, contains the entire understanding between the parties relating to the subject matter herein contained. Any amendment to this Agreement must be in writing and signed by both parties. The parties agree that the Addendums are an integral part of this Agreement.

(e) **Survival.** The parties' respective representations, warranties and covenants shall survive termination of this Agreement.

_____/_____
Initials Date

(f) Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not in any way invalidate the remainder of this Agreement, all of said provisions being inserted conditionally on their being considered legally valid. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of the Agreement is not frustrated.

(g) Relationship of the Parties. The relationship between the parties is that of an independent contractor, and each party agrees that it has not and will not hold itself out as, nor will either party be deemed to be, an agent of the other party.

(h) Binding on Successors; Assignment. This Agreement will inure to the benefit of and will be binding upon the parties and their respective successors and assigns. However, the rights and duties under this Agreement may not be assigned, delegated, or transferred by any party without the written consent of the other party, except that CORPORATION may assign any rights and delegate any duties hereunder to its subsidiaries or affiliates.

(i) Headings. All headings in this Agreement are for convenience only, and will not affect their meaning or interpretation.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS THEREOF, the parties have executed this AGREEMENT this _____ day of _____, 20____. The MEET DIRECTOR must execute this Agreement within **30 days** of receipt of Agreement. Failure to execute this Agreement within the specified time period may result in the Event being taken away with no refunds of any kind.

CORPORATION:

American Drug Free Powerlifting Association, Inc. dba USA Powerlifting

By: _____ Date: _____
Lawrence J. Maile, PhD., President

AGREED AS TO FORM:

Event Organizer(s): _____

By _____ Date: _____

Meet Director

Print name: _____



ADDENDUM A

REGIONAL CHAMPIONSHIPS ORGANIZATION

Facilities and Equipment

Competition Hall:

Seating 300+ people

Competition platform separate from warm-up area

Platform should be top grade plywood (B/C) screwed to solid base composed of 4" x 4" s 4m in length, threaded together with carpeted surface.

9' x 13' screen accessed by LCD projector (laptop capability)

Chalk bowls

Chalk

Weights – Competition set

Stopper for barbell if it rolls off platform (4" x 4" x 4m)

Weight racks

Wire brush

Broom

Mop and bucket

Bleach/rags/Clorox wipes

Latex gloves

Plastic bag for rags/Clorox wipes

Medal dais (awards stand)

Table for staging of medals and trophy

Chairs for loaders (4-6)

Loading chart for men's and women's bars

Electronic attempt board

Paddles – 3 each red and white

Referee's chairs and small tables

Jury table and 5 chairs

2 tables (6-8 ft. long) and 8 chairs for announcers and scorers

P.A. system which reaches auditorium and warm-up room

Tape/disc player for anthem/marching music

National anthem

Marching music

American flag

Duct tape

Method and space for hanging sponsorship banners (10)

Lists of American and national championship records (available from USA Powerlifting website)

Availability of facility will be a least 3 hours before and 2 hours after each day of competition

Warm-up Room:

1. Minimum of four 8' x 8' platforms made of two layers of $\frac{3}{4}$ " plywood, screwed together
2. Minimum of 600 lbs. weight sets for each platform (men's and women's bars for each platform)
3. Chalk bowls
4. Chalk

5. Marshals table and chairs
6. Four chairs for each warm-up platform
7. Closed circuit TV (competition platform to warm-up room)
8. Drinks in sealed containers or coolers for athletes (water/sports drink)
9. Warm-up room must be on same floor and not more than 200 feet from the competition platform
10. All necessary paperwork will be provided by the USAPL Website (i.e. score sheets, weigh-in sheets, marshal cards, etc.)

Medical Area:

1. Medical staff on duty for every session (coordinate with USAPL Medical Committee chair)
2. Close to warm-up room
3. Ice and bags available for medical
4. ~~At least one massage table~~

Hospitality Room for Officials, VIPs and USAPL Staff only:

1. Some type of meal for breakfast, lunch and dinner
2. Coffee and other drinks
3. Tables and chairs
4. In close proximity to competition venue

Doping Control:

1. Secure doping control room with secure access to restrooms

Competition Secretary's Room:

1. At venue or hotel (if within a 5 minute walk)
2. Tables and chairs
3. Photocopy machine
4. PC or laptop with compatible printer

Official Weigh-In Room:

1. At hotel of venue (if within a 5 minute walk)
2. Certified scale
3. Tables and chairs
4. Holding area for athletes
5. Restroom in close proximity
6. Passes for warm-up room

Weight Check Room:

1. Close proximity to official weigh-in room
2. Certified scale(s)

Sauna:

1. Close proximity to hotel and/or venue

Credentials:

1. For all athletes, coaches, officials, staff & vendors (suggest color coding to identify areas of access)

Awards:

1. Medals for 1st-5th place in the Total only for each division being contested. MEET DIRECTOR may provide additional awards for the lifts too, if so desired. Best lifter Male/Female
2. 1-2-3 place Team Awards
3. Award stand (dais)

Personnel:

1. Loaders: 2-3 groups of 5 spotters & loaders, alternating
2. Chief loader
3. Expeditor, Score cards and Computer Scoring:
2-3 groups of 3 who are computer literate (can operate excel), alternating
4. Marshals: 2-3 groups of 3 marshals, alternating
5. Chief Marshal
6. Doping control escorts
7. Medal ceremony and presenter of awards

Photographer: A photographer will be provided to document the event.

Concession stand: for athletes, coaches and audience

Area for Official USAPL Merchandise sales:

1. At least four 8' tables shaped in a "U" and one ½ table in back with 2-3 chairs

Hotel:

1. Minimum of 50 room guarantee
2. Competitive pricing (Hotel rates in excess of \$120 should be avoided; \$89-\$109 is preferred)
3. Meeting room availability Thursday-Monday
4. Restaurant in hotel or within a 1-2 block radius
5. Parking availability at no cost

Transportation- included in entry form:

1. Name of most convenient airport to fly into
2. Shuttle from airport to hotel for arrival and departure
3. Size of shuttle(s), how many and how often do they run
4. Cost
5. Rental cars available

If venue is not at the host hotel and not within 5 min. walk, transportation must be provided to athletes, coaches and staff free of charge.

Meet Director's Signature

Date



ADDENDUM B

SALE OF USAPL LICENSED MERCHANDISE

The following is an optional agreement between the CORPORATION and MEET DIRECTOR, execution of which shall be indicated by signatures (below.) Absence of signatures indicates that this optional agreement has not been exercised.

CORPORATION hereby grants permission for MEET DIRECTOR to sell USA Powerlifting merchandise and apparel at the Event, retaining 10% of sales, under the following conditions:

- CORPORATION will provide merchandise to sell at the Event;
- CORPORATION will bear cost of shipping merchandise to the Event;
- The MEET DIRECTOR will provide suitable space to display and staff to sell merchandise;
- The MEET DIRECTOR will pay to CORPORATION 90% of retail of any merchandise not returned to CORPORATION within two (2) weeks following the Event;
- The MEET DIRECTOR will bear cost of shipment of returning unsold merchandise to CORPORATION.

FURTHER, MEET DIRECTOR may produce and sell an Event-specific T-shirt, retaining 100% of proceeds from sale of Event-specific tee shirt. MEET DIRECTOR must review the Logo Usage policies and submit the Application. Artwork must be approved by the CORPORATION prior to production of T-shirts.

Lawrence J. Maile, PhD.
President, USA Powerlifting

Date

Meet Director

Date