



USA POWERLIFTING
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 1120 Huffman Rd, Ste 24 #223
 Anchorage, AK 99515
 260 248-4889
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20 ____ USA Powerlifting _____ Championships 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 with the oversight of the National Meet Chair and Championship Meet Director throughout the planning and execution of the event.

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

Event: USA Powerlifting 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

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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 2 hours 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 RAW NATIONALS, OCT. XX-XX, 20XX, CITY, STATE) and should be 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, scoring software, live broadcast, drug testing facilities, drug testing, scales, hospitality room, referee and staff hotel rooms and staff.

(i) The Technical Secretaries shall each be compensated a minimum of \$350 per day, plus travel and rooming.

(ii) The Doping Control Officer shall be compensated at a minimum of \$150 per day, plus travel and rooming.

(iii) Referees working more than one session shall be compensated the cost of a shared room plus a reasonable stipend.

(iv) Other stipend staff should include, but not limited to: Announcers, Scoring Manager, and spotters/loaders.

(d) Equipment. The MEET DIRECTOR shall be responsible for providing all equipment, including but not be limited to competition platform, warm up platforms, barbells and weights, and racks. All competition equipment must adhere to the technical requirements outlined in the rulebook.

(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, 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 5 double rooms: 1 for the President of USA Powerlifting or their designee, 1 for the Committee Chair (if applicable), for the Technical Secretaries and for the Doping Control Officer for the 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.

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(g) Individual and Team Awards. The MEET DIRECTOR shall provide, at its sole expense, individual and team awards as outlined in Addendum A. The 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 CORPORATION. If the 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 the CORPORATION. The CORPORATION will use its reasonable efforts to keep the expenses associated with the pre-competition visit reasonable, including use of economy airfare. The 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 may make available a shuttle service to meet the athletes, coaches, and officials at the airport when they arrive and return them to the airport when they depart. There may be a reasonable charge (\$20-\$30 per 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) Sanction Fee. The MEET DIRECTOR shall pay to the CORPORATION a sanction fee which must be paid upon or before execution of this Agreement. Failure to pay within 30 days of the award of this bid 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 National Governing Body 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; 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.

(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.

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(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 to each individual wishing to attend the banquet. If there are not an adequate number of tickets sold, the banquet may be cancelled.

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 CORPORATION. The CORPORATION shall appoint a Technical Secretary/Secretaries 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. The 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 the CORPORATION.

(c) Event Marketing and Licensing. The 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 CORPORATION'S 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.

(e) Licensed Merchandise and Event T-shirts. The CORPORATON has exclusive rights to distribute or sell Event T-shirts using logos and marks for the Event, and the CORPORATION shall be entitled to retain all revenues from the sale of such T-shirts.

3. **Duties of CORPORATION.**

Assistance with Promotion of Event. The 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 the CORPORATION's members.

4. **MEET DIRECTOR is not an Agent of CORPORATION.**

(a) 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.

(b) The MEET DIRECTOR will provide the CORPORATION the drafted hotel and venue contract within 30-days of being awarded the championship and prior to signing for approval. The final signed and executed contract will be provided to the CORPORATION within 45-days of being awarded the championship.

(c) The MEET DIRECTOR will provide the CORPORATION any addendum(s) to the hotel or venue within 10-days of signing.

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5. **Indemnification.**

(a) *By The MEET DIRECTOR.* The MEET DIRECTOR shall hold the 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 activities.

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 email, 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

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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.

(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 the 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.

(k) Modified requirements. Additional conditions may be added to this agreement by the CORPORATION should the requirements for hosting the event change. Examples of such changes include, but are not limited to addition of broadcast capacity, additional event space for national sponsors, designated anti-doping facilities.

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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, Ph.D., President

AGREED AS TO FORM:

Event Organizer(s): _____

By _____ Date: _____

Meet Director

Print name: _____

_____/_____
Initials Date



ADDENDUM A

NATIONAL CHAMPIONSHIPS ORGANIZATION

Facilities and Equipment

Competition Hall:

Seating 300+ people

Competition platform separate from warm-up area

Competition platform: minimum 4m x 4m on a raised stage area, or spectator seating must be tiered. 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' scoring display screen accessed by LCD projector, TV, or LED wall (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

Electronic attempt board

Paddles – 3 each red and white

Referee's chairs and small tables

Jury table(s) 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

Electronic version of the anthem to be played through sound system

National anthem

American flag

Duct tape

Method and space for hanging sponsorship banners (10)

Lists of American 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 for one competition platform (three per platform for 2 or more competition platforms) made of two layers of ¾" plywood, screwed together and covered with carpet
2. Minimum of 275kg weight sets for each platform
3. Chalk bowls

4. Chalk
5. Scoring table and chairs
6. Six chairs for each warm-up platform
7. Closed circuit TV (competition platform to warm-up room) for scoring and video for each platform
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 available from the USA Powerlifting Website or through scoring software (i.e., score sheets, weigh-in sheets, scoring cards, etc.)

Medical Area:

1. Medical staff on duty for every session
2. Close to warm-up room
3. Ice and bags available for medical

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 a minimum of two restrooms
2. Bottled water provided

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 and disc drive capability

Official Weigh-In Room:

1. At venue
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)

Website:

1. Championship website available 1-year prior to championships
2. Hotel and transportation information
3. Online individual and team entry forms
4. Qualifying totals
5. Preliminary schedule
6. Roster, including preliminary once entry is available, at deadline and final showing flights/lots#
7. FAQ section
8. National Sponsors
9. Contact information

Entry:

1. Online individual entry forms only, deadline 30 days prior to championship
2. Entry fee to be approved by committee
3. Online team entry forms only

Awards:

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

Personnel:

1. Loaders: 2-3 groups of 5 spotters & loaders, alternating
2. Chief Platform Manager
3. Expeditor, Score cards and Computer Scoring: 2-3 groups of 3 who are computer literate
4. Technical Secretary/Secretaries
5. Chief Scoring Manager
1. Doping Control Officer
6. Doping control escorts
7. Medical Staff
8. Announcers
9. Medal ceremony and presenter of awards

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

Live Broadcast: Professional broadcast services will be provided for the benefit of broadcasting the event over the internet.

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 100 room guarantee
2. Competitive pricing (Hotel rates in excess of \$150 should be avoided; \$99-\$129 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. Best method of transportation 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 Timelines

Within 30 days of being awarded the bid:

- | Hotel & Venue Contract Draft (Final contract 45 days)
- | Budget
- | Contract & Sanction Signed

Within 30 days of being awarded the bid

- | Website
- | Entry Deadline Approved
- | Create online Entry Form
- | Create Team Entry
- | Artwork
- | Live Roster Published

6 Months Out:

- | Monthly Conference Calls
- | Confirmation of Key Staff
- | Secure Announcers
- | Event Floor Plan
- | Confirmation of Equipment
- | Confirm Rooming for Designees
- | Sponsor Contract Template for approval
- | Sponsorship Package Template

3 Months Out:

- | Semi-Monthly Conference Calls
- | Confirm Staff Meal Plan
- | Confirm Medical Staff
- | Confirm Doping Secure Doping Control Room
- | Confirm Doping Control Escorts
- | Photography Contract

4-6 Weeks Prior:

- | Weekly Conference Calls
- | Final Roster published after deadline
- | Confirm Staff Meal Plan
- | Confirm Rooming for Referees
- | Directional Signage for Event
- | Secure Live Broadcast Announcers
- | T-shirt Artwork Approved
- | Backdrop Artwork Approved
- | Medals Artwork Approved
- | T-shirt Order
- | Order Medals
- | Team & Best Lifter Awards
- | Submit Meet Directors Packet
- | Confirm Chief Loaders (Platform Managers)

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- | Confirm Spotting Crew
- | Confirm Restaurant Staffing for peak times
- | Post qualifying criteria for National Team selection (30-days out from meet)

2 Weeks Prior:

- | Roster published with Lot #s and Flights
- | Scale Certification

Ongoing:

- | Sponsor Contract
- | Intellectual Property Approval
- | Updates posted to website
- | Update and Reminders posted on USA Powerlifting Facebook Group
- | Emails to Registered Athletes

Meet Director's Signature

Date