

USDAA GROUP AFFILIATION & LICENSING AGREEMENT

Group #: _____
(FOR USDAA ONLY)

Select GROUP TYPE you are applying for:	INITIAL AFFILIATION FEE
<input type="checkbox"/> FULL AFFILIATE – All Programs	\$125.00 (includes required match application fee.)
<input type="checkbox"/> INTRO AFFILIATE – Intro Program Only	\$75.00
<input type="checkbox"/> JUNIOR HANDLER AFFILIATE – JH Program Only	\$75.00

This agreement represents a limited license and affiliation agreement (hereinafter referred to as “Agreement”) between United States Dog Agility Association, Inc. (hereinafter referred to as “USDAA”), as a Texas Corporation, and the corporation, association, club, individual or other entity listed below (hereinafter referred to as “GROUP”) and sets forth the complete agreement of the parties, including rights, privileges, terms and conditions.

Whereas USDAA has established the sport of dog agility as a nationally recognized sport for dogs and has established widespread recognition of its trademarks related to conduct of dog sporting events, GROUP openly acknowledges through this Agreement that it seeks to enlarge and enhance its own membership and dog training activities in respect to the sport of dog agility and other activities through the beneficial participation and affiliation with USDAA in promoting the sport of dog agility and through conduct of events under the authority of USDAA as defined in this Agreement.

GENERAL REPRESENTATIONS AND AGREEMENT: GROUP applying for “Full Affiliate” status represents that it has a minimum of ten (10) active participants in dog agility activities as evidenced through either (1) active membership, if a membership organization or (2) employees or other individuals of legal age actively involved in GROUP’s operations for a period of no less than six months at the time of execution of this agreement and who shall have signed a “Pledge of Support” form for conduct of events. The names and addresses of all active participants as defined above (including the “Pledge of Support” form) along with a copy of the organizational by-laws (including amendments thereto) or other rules governing the corporation or organization, or in the case of a proprietor, a signed statement describing the background, operational practices and relationship with its students if a private training school, shall be submitted with the initial execution of this Agreement.

GROUP shall with the initial filing of this Agreement –

- file application for conduct of a sanctioned agility match or event as further defined below (submit match or event forms).
- have the ability to obtain a set of obstacles meeting the specifications and minimum requirements necessary for conducting an agility test pursuant to USDAA rules and regulations, details of which must be submitted with this form.

GROUP shall during the term of this Agreement –

- conduct its business in a professional and courteous manner and promote USDAA and the sport of dog agility in a spirit of good sportsmanship;
- abide by the Official Rules and Regulations and policies as may be set forth from time to time by USDAA
- include USDAA logo with the words “AFFILIATED GROUP” positioned above or below the logo in its proper form on literature prepared and distributed by the GROUP for promotion of the sport of dog agility, a copy of which must be filed with USDAA for approval prior to distribution;
- allow all dogs, regardless of pedigree (including mixed breed dogs) to participate in agility classes and events;
- keep USDAA informed on GROUP activities through periodic communications;
- hold a minimum of two USDAA sanctioned events per calendar year for which separate applications must be filed (one event in the year this Agreement is executed).
- not discriminate in the admission of individual members (or students) on the basis of race, creed, color or sex. GROUP’s president or chief proprietor (if an unincorporated entity) shall serve as principal liaison and correspondent with the USDAA, unless otherwise requested in writing by GROUP and be expressly approved by USDAA, which shall not be unreasonably withheld provided the individual is an active officer or board member of the corporation or whose capacity as chief liaison carries with it full authority for decision-making on business matters as they relate to matters covered under this Agreement.
- remit annual renewal fees in accordance with the current fee schedule then in effect; should the minimum number of events required under this Agreement not be conducted in the prior calendar year, a reinstatement fee shall be due.

GROUP shall be entitled to –

- make application for license to hold sanctioned agility tests or events for the conduct of USDAA title and/or tournament classes for which they are authorized pursuant to and during the term of this Agreement; however, GROUP identified as “FULL AFFILIATE” in its first year must conduct at least one sanctioned agility match or Intro Program Only event under sanctioned test guidelines prior to being approved for its first sanctioned test or event, unless a written waiver is obtained from USDAA.
- a copy of *Official Rules & Regulations of the United States Dog Agility Association, Inc.*, and amendments thereto, if any
- use of USDAA’s logo and other trade and service marks as identified under “LIMITED LICENSE AGREEMENT” and USDAA Rules & Regulations, which are hereby incorporated by reference
- participate in cooperative advertising and promotional efforts of USDAA, if any are offered.

LIMITED LICENSE AGREEMENT: The GROUP acknowledges that United States Dog Agility Association, Inc. is the exclusive owner of the trademarks (hereinafter referred to as “Marks”) – USDAA® (logo), Agility Dog®, Advanced Agility Dog®, Master Agility Dog®, Agility Dog Champion®, Veteran Agility Dog®, Grand Prix of Dog Agility®, Dog Agility Masters®, Dog Agility Steeplechase® and exclusive service marks as listed in the USDAA Rules and Regulations which are here by incorporated by reference. USDAA in no way transfers any ownership interest in these marks or of any other marks which it may declare in the future. Use of the USDAA logo and other service marks, other than as expressly provided herein, is prohibited without the express written consent of the United States Dog Agility Association, Inc.

When written or printed, the above Marks shall always conform to proper presentation style, with either the first letter of each word capitalized followed by the appropriate “®” or “SM”, in normal font or italicized font (e.g. Agility Dog® or *Agility Dog®*), or the Mark shall be presented in all capital letters (e.g. AGILITY DOG®). None of the Marks shall be in any way misused, distorted in their presentation, be used as terms of general description or combined with any other terms of other agility programs, or that are or may be offered by other organizations. GROUP is entitled to limited use of the service marks listed above for as long as this Agreement is in effect on promotional pamphlets and brochures, advertisements, banners and other literature in regards to the GROUP’s agility activities in support of USDAA and USDAA-sanctioned events; however, any proposed use on pamphlets, brochures, advertisements or banners for which a prescribed form has not already been supplied by USDAA must be submitted for review prior to distribution and must be approved in writing. Member GROUP is entitled to limited use of the USDAA logo on items for GROUP use, such as jackets, polo or “t”-style shirts, any of which shall not be offered to the public for sale; however, any such use must be submitted to USDAA and be approved IN ADVANCE in writing. Any items of apparel bearing the above Marks that a GROUP may desire to offer to the public for sale shall require a separate Retail Licensing Agreement that is available through USDAA upon request.

GROUP grants USDAA permission to utilize GROUP’s logo, identity and contact information in its literature and other promotional materials, during the term of the Agreement.

USDAA GROUP AFFILIATION & LICENSING AGREEMENT— CONTINUED

NON-COMPETE AND AGENCY AGREEMENT: It is recognized that USDAA from time to time may introduce GROUP to various venues and sponsors for performance of dog sports demonstrations or conduct of agility tests and events as part of its services of promoting dog sports activities in local areas; in these cases, GROUP acknowledges that USDAA has exclusive rights in such venue and sponsor relationships and shall not separately contact and negotiate demonstration or events without first receiving written authorization from USDAA. Further, it is recognized that USDAA from time to time may represent GROUP in organizing and/or negotiating financial arrangements; in such cases USDAA shall have exclusive rights to serve as agent in such arrangements for member GROUP and to receive an agency fee of 15% of gross fees collected, except for event gate allowances, in which case provisions of the "Application for Sanction of Event" shall be in effect and are hereby incorporated by reference. These Non-compete and Agency Agreements shall continue for a period of two years beyond the termination or expiration of this affiliation licensing agreement.

GROUP shall serve as agent for USDAA in collection of fees from competitors in amounts to be established by USDAA and set forth in the Application for Sanction of Event" as "Licensing and Recording Fees" and "Registration Fees". Fees shall be collected as part of the entry fees charged for USDAA sanctioned events and remitted in accordance with USDAA policies and procedures.

TERM AND RENEWAL PROVISIONS: The term of this Agreement shall be for the calendar year in which executed (except for provisions of the "Agency and Non-compete Agreement" section in this Agreement, which continue for a period of two years beyond termination of the Agreement). The term of this Agreement may be extended annually for succeeding one year periods upon payment of annual renewal fees (including any assessments for reinstatement as stipulated herein) and the GROUP has satisfied all obligations created during the previous year, submitted an updated list of officers and directors, amendments (if any) to GROUP's by-laws and Pledge of Support Form, unless this Agreement is otherwise terminated in writing.

A group licensed as an Intro Program or Junior Handler Program affiliate may convert to Full Affiliate status during the term of this Agreement (or renewal thereof) by paying the differential between the Full Affiliate fee then in effect and the fee previously paid. The group must meet other Affiliation requirements for Full Affiliate status as stipulated above.

TERMINATION: USDAA reserves the right to terminate this agreement at any time for failure to comply with USDAA Rules & Regulations, policies or procedures associated with conduct of sanctioned agility tests and events, or for any other reason, if in the opinion of USDAA, the best interests of USDAA and the sport are not being upheld. USDAA shall have a right to recover damages (including punitive damages as permissible by law, legal fees and expenses, and other costs of recovery) from GROUP for violation of this Membership and Licensing Agreement, policies and procedures, or other guidelines as may be set forth from time-to-time by USDAA. In the event that a portion of this Agreement is found to be invalid in a court of law, other portions of this Agreement shall remain in full force to the extent permitted by law.

GROUP may terminate this Agreement at any time by delivering written notice to USDAA; this does not relieve GROUP of its obligations created under this Agreement.

Upon termination, each party shall fulfill all obligations created during the term of this Agreement, including payment of any funds due to each party. Upon satisfaction of such obligations, the Agreement shall be terminated, except for provisions as set forth under the "Agency and Non-compete Agreement" section in this Agreement, which shall remain in effect for a period of two years from date of termination.

EXECUTION AND ACCEPTANCE: UPON EXECUTION AND ACCEPTANCE OF THIS AGREEMENT, GROUP ACKNOWLEDGES THE VALUE OF SUCH USDAA® AFFILIATION TO GROUP AND AGREES TO COMPLY WITH ALL PROVISIONS SET FORTH IN THIS AGREEMENT, INCLUDING THOSE INCORPORATED BY REFERENCE.

EXECUTED BY (Please print clearly):

GROUP NAME: _____

Signature: _____ Date: _____

Title: _____ CHECK HERE IF PERSON TO SERVE AS PUBLIC CONTACT

Officer/Proprietor's Name: _____ Telephone: _____

Address: _____ Day: (_____) _____

City, State, Zip: _____ Evening: (_____) _____

Email: _____

GROUP Representative to serve as liaison to USDAA if different from Above (naming an alternative person as liaison grants that person authority to make decisions on behalf of GROUP):

Name: _____

Telephone-Day: (_____) _____ Evening: (_____) _____

Email: _____

Public Contact Information (if Different from Group Officer/Proprietor above; will appear on www.usdaa.com):

Officer/Proprietor's Name: _____ Telephone: (_____) _____

Address: _____

City, State, Zip: _____

Email: _____

PLEASE TYPE or PRINT CLEARLY

USDAA ACCEPTANCE (for USDAA use only):

Signature: _____ Date: _____

Name: _____
