

AMERICAN TREIBBALL ASSOCIATION GROUP AFFILIATION & LICENSING AGREEMENT

FOR GROUPS OUTSIDE OF THE UNITED STATES

FULL AFFILIATE – All Programs \$125.00 (includes required match application fee)

This agreement represents a limited license and affiliation agreement (hereinafter referred to as “Agreement”) between The American Treibball Association (hereinafter referred to as “ATA”), a Colorado 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 ATA has established the sport of Treibball as a nationally recognized sport for dogs and has established widespread recognition of its trademark 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 with respect to the sport of Treibball and other activities through the beneficial participation and affiliation with ATA in promoting the sport of Treibball and through conduct of events under the authority of ATA 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 Treibball 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. In the case of a proprietor, a signed statement describing the background, operational practices and relationship with its students. If a private training school, its controlling organizational documents or charter shall be submitted with the initial execution of this Agreement.

GROUP shall with the initial execution of this Agreement:

- Submit an application for the conducting of a sanctioned Treibball match or competitive Trial as further defined below (submit match or event forms).
- Have the ability to set a field with the specifications and minimum requirements necessary for conducting a sanctioned Treibball Trial pursuant to ATA 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 ATA and the sport of Treibball in a spirit of good sportsmanship.
- Abide by the Sanctioned Trial and Competition Rules and policies as may be set forth by ATA.
- Include the ATA 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 Treibball, a copy of which must be filed with ATA for approval prior to distribution.
- Allow all dogs, regardless of pedigree (including mixed-breed dogs) to participate in Treibball classes and events.
- Keep ATA informed on GROUP activities through periodic communications.

ATA GROUP AFFILIATION & LICENSING AGREEMENT— CONTINUED

- Hold a minimum of two ATA sanctioned events per calendar year for which separate applications must be submitted (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, sexual orientation, or sex. GROUP's president or chief proprietor (if an unincorporated entity) shall serve as principal liaison and correspondent with the ATA, unless otherwise requested in writing by GROUP and be expressly approved by ATA, 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 decision-making authority 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 a license to hold sanctioned Treibball trials or events for the conduct of ATA 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 Treibball Trial under sanctioned test guidelines prior to being approved for its first sanctioned Trial, unless a written waiver is obtained from ATA.
- A copy of the Sanctioned Trial and Competition Rules of the American Treibball Association, and amendments or appendices thereto, if any.
- Use of ATA's logo and other trade and service marks as identified under "LIMITED LICENSE AGREEMENT" and ATA Sanctioned Trial and Competition Rules, which are hereby incorporated by reference.
- Participate in cooperative advertising and promotional efforts of ATA, if any are offered.

LIMITED LICENSE AGREEMENT: The GROUP acknowledges that the American Treibball Association, Inc., is the exclusive owner of the ATA trademark(s) (hereinafter referred to as "Marks"). The ATA® logo is hereby incorporated by reference. ATA in no way transfers any ownership interest of this mark or of any other marks which it may declare in the future. Use of the ATA logo and other service marks, other than as expressly provided herein, is prohibited without the express written consent of the American Treibball Association, Inc. 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 Treibball 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 Treibball activities in support of ATA and ATA-sanctioned events; however, any proposed use on pamphlets, brochures, advertisements or banners for which a prescribed form has not already been supplied by ATA must be submitted for review prior to distribution and must be approved in writing. Member GROUP is entitled to limited use of the ATA 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 ATA 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 ATA upon request.

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

ATA GROUP AFFILIATION & LICENSING AGREEMENT— CONTINUED

NON-COMPETE AND AGENCY AGREEMENT: It is recognized that ATA, from time to time, may introduce GROUP to various venues and sponsors for performance of dog sports demonstrations or conduct of Treibball Trials and events as part of its services of promoting Treibball activities in local areas; in these cases, GROUP acknowledges that ATA 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 ATA.

Further, it is recognized that ATA, from time to time, may represent GROUP in organizing and/or negotiating financial arrangements; in such cases ATA 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 to Host an ATA Sanctioned 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 ATA in collection of fees from competitors in amounts to be established by ATA, and set forth in the “Application to Host an ATA Sanctioned Event” as “Licensing and Recording Fees” and “Registration Fees.” Fees shall be collected as part of the entry fees charged for ATA sanctioned events and remitted in accordance with ATA 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 a 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 BY ATA: ATA reserves the right to terminate this agreement at any time for failure to comply with ATA Sanctioned Trial and Competition Rules in place for the current calendar year, any policies or procedures associated with conduct of sanctioned Treibball events, or for any other reason, if in the opinion of ATA, the best interests of ATA and the sport are not being upheld. ATA 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 ATA.

TERMINATION BY GROUP: GROUP may terminate this Agreement at any time by delivering written notice to ATA; 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.

SEVERABILITY: In the event that a portion of this Agreement is found to be invalid by a court of law, other portions of this Agreement shall remain in full force to the extent permitted by law.

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

ATA GROUP AFFILIATION & LICENSING AGREEMENT— CONTINUED

EXECUTED BY (Please print clearly):

GROUP NAME: _____

Authorized Signature

Date

Title: _____

Officer/Proprietor's Name: _____

Address: _____

City, State, Zip: _____

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

Email: _____

LIAISON: *GROUP Representative to serve as liaison to ATA if different from above. (Naming an alternative person as liaison grants that person authority to make decisions on behalf of GROUP):*

Liaison Name: _____

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

Email: _____

PUBLIC CONTACT INFORMATION: *(will appear on www.americantreibballassociation.org):*

SAME AS ABOVE

DIFFERENT THAN ABOVE

Officer/Proprietor's Name: _____

Address: _____

City, State, Zip: _____

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

Email: _____

ATA ACCEPTANCE *(for ATA use only):*

Signature: _____

Date: _____

**Fill out the information above, scan and email completed form to info@americantreibballassociation.org.
Send fee by clicking the Affiliate Program button at <http://www.americantreibballassociation.org/register/>**

OR

Submit forms with payment in US \$ through the mail to: ATA, P. O. Box 33780, Northglenn, CO 80233-0780