

## **2022-2023 USABS ATHLETE MARKETING AGREEMENT**

THIS USABS ATHLETE AGREEMENT, effective as of October 2022 (the "Effective Date"), is by and between USA Bobsled/Skeleton (USABS), a N.Y. nonprofit corporation having its principal office at 196 Old Military Rd., Lake Placid, NY 12946, and the Athlete signing below ("Athlete"), whose address is also set forth below. Athlete and the USABS may be collectively referred to herein as the "Parties" and each individually as a "Party."

### **Background**

USABS is the national governing body for the sports of bobsled and skeleton in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act (the "Act"). As the national governing body, USABS is responsible for developing elite Athletes with the goal of achieving competitive excellence in Olympic competition. As part of that mission, USABS has developed an Athlete Marketing Agreement program to support Athletes who have demonstrated the capability to be elite international Athletes with potential to win medals in international competition.

The Athlete is encouraged, but is not required, to participate in the Athlete Agreement on the terms and conditions set forth herein. Opting out of this Athlete Agreement may not be used by the NGB as a basis on which to prohibit an Athlete from participating in a protected competition pursuant to the provisions of the Act. Similarly, the NGB is not required to offer an Athlete Agreement to any specific Athlete. USABS views the organization's marketing efforts as a partnership with the Athletes. The agreement enables the organization to enter into sponsor agreements, which help to fund the organization. If an Athlete chooses not to sign the Athlete Agreement, the Athlete will not be bound by the terms of the agreement and will be responsible for costs associated with participating in competitions as outlined in Section 6.

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

### **Agreement**

#### **Section 1—Obligations**

##### *A. USABS Obligations*

1. In carrying out its duties and activities under this Agreement, USABS shall be respectful of, and shall use reasonable efforts to avoid interfering with, Athlete's training and competition schedules.
2. USABS will pursue increased funding to increase support for USABS Athletes, programs and equipment.
3. USABS will use reasonable efforts to provide the Athlete available opportunities with USABS sponsors, such as appearances and individual sponsorship agreements.
4. USABS will allow the Athlete to display USABS approved logos promoting Athlete's sponsor(s) in Athlete Designated Areas (Attachment A) on USABS-owned equipment, as defined in Section 3.
5. In no event will USABS use or authorize the use of Athlete's name, picture, likeness, voice and biographical information for the purpose of commercial trade, including any use in a manner

that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.

6. USABS shall not prevent Athlete from hiring or retaining an agent.

#### *B. Athlete Obligations*

1. The Athlete is and shall remain a member in good standing with USABS throughout the term. Athlete shall remain eligible to compete in international competition for the USA.

2. The Athlete shall comply with any and all applicable deadlines established by USABS.

3. The Athlete shall comply with all anti-doping policies, procedures and protocols of the International Olympic Committee (IOC), International Bobsled and Skeleton Federation (IBSF), World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA), Athlete Safety Policy, and United States Olympic & Paralympic Committee (USOPC).

4. The Athlete shall sign and abide by the USABS Code of Conduct.

5. Athletes named to the National Team and/or using USABS supplied equipment will display USABS sponsor names and/or logos in the USABS Designated Areas (Attachment A) on all non-competitive and competitive equipment and apparel.

6. The Athlete will give strong consideration to using Competitive Equipment (Section 7-D) supplied through USABS. The Athlete has the right to use Competitive Equipment at his or her own expense. All Competitive Equipment must conform to IBSF and USABS signage requirements.

7. If the Athlete chooses to use his or her own Competitive Equipment instead of USABS supplied Competitive Equipment, the Athlete must return the USABS supplied Competitive Equipment and will be responsible for placing USABS sponsor logos in the USABS Designated Areas (Attachment A) prior to using their own Competitive Equipment during official USABS and/or IBSF training and competitions once the national team has been named for the season. Athletes competing in Intercontinental Cup, European Cup and North American Cup races may be provided with, and Athlete shall affix, USABS decals to create a cohesive look amongst all Team USA athletes competing on the various tours.

8. As agreed to in the USABS Team Policies, the Athlete will wear USABS-Approved non-competitive equipment Uniforms (Section 7-C) provided by USABS displaying its sponsors during all USABS and/or IBSF sanctioned events. USABS will provide the Athlete with a list of approved uniforms each season.

9. The Athlete agrees not to wear any non-competitive apparel with non-USABS sponsors that bears resemblance to USABS uniforms during USABS and/or IBSF sanctioned events.

10. The Athlete agrees not to give away or sell team-issued gear and uniforms during the season it was issued, and to travel to competitions with team-issued gear and uniforms.

11. The Athlete is not permitted to add any trade name, trademark, name, logo or any other identification of any person, company or business to the official National Team uniform unless expressly provided for in this Agreement or a written waiver.

12. The Athlete will comply with IBSF marketing rules and regulations.

13. The Athlete agrees not to make, or allow others to make, any unauthorized photographic, video, film or other pictorial, artistic or graphic reproduction of USABS owned equipment or USABS-approved uniforms without prior written consent from USABS, except for use on Athlete's website, personal use by the Athlete, or his/her immediate family.

14. The Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by USABS to promote a competition in which Athlete is participating or USABS generally.

15. The Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the USABS' official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by USABS, under the conditions specified by USABS (the "Footage").

16. The Athlete will conduct himself/herself (i) in a way that does not damage or diminish in any way USABS's public image or goodwill, and (ii) with due regard to public conventions and morals. Athlete further represents and warrants that he/she will not engage in the use of illegal drugs or prohibited substances or otherwise bring himself/herself into public disrepute, contempt, scandal or ridicule. Nothing in this paragraph will prevent Athlete from engaging in social protests in accordance with the applicable rules of the IOC, USOPC or the IBSF.

Athlete grants to USABS the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the national team, and (4) promotion of the sports of bobsled and skeleton provided that, in no event may USABS use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.

Athlete also grants to USABS the right to use Athlete's image in any USABS group licensing promotion, provided that, in no event may USABS use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission. Athlete understands that USABS will exercise this right only in a group basis, i.e. applications involving the use of images of three or more Athletes.

## **Section 2—USABS-Sanctioned and USABS-Produced Competitive Events**

The Athlete acknowledges that USABS has the exclusive right to event-related marketing at all USABS-sanctioned and USABS-produced competitive events, including USABS issued start numbers, which may include the name and logo of one or more USABS sponsors.

## **Section 3—Exclusivity of USABS Sponsors**

A. The Athlete may display Athlete Sponsors' names or logos in the Athlete-designated areas. The Athlete may *not* display the name or logo of an Athlete sponsor if that Athlete sponsor is a competitor of a USABS sponsor or supplier. The competitor restriction may be waived if the Athlete sponsor agreement is in place prior to the USABS sponsorship with a competitor provided the Marketing Agreement between the Athlete and USABS has been signed. The Athlete may not modify, remove or cover markings of a manufacturer on any USABS-approved uniforms or equipment, regardless if the manufacturer's mark is located within the Athlete designated area. If a manufacturer's mark is located within an Athlete-designated area, then comparable space will be approved in an alternate location on the uniform or equipment.

USABS maintains control over signage on USABS owned or controlled equipment and will make a reasonable effort to include an Athlete-designated area. The Athlete-designated area will be decided and communicated to the Athletes prior to each competitive season.

B. USABS will display and identify USABS sponsors and suppliers on its website ([www.USABS.com](http://www.USABS.com)).

C. The Athlete is encouraged to communicate with USABS prior to finalizing a sponsorship contract so that USABS may determine within 10 business days whether:

1. The sponsor is a competitor of a USABS sponsor or supplier.
2. The proposed name or logo otherwise complies with IBSF and USABS rules and regulations.

The Athlete is responsible for fully understanding their agreement rights with prospective sponsors, which include negotiated obligations and commitments. Clarification of these rights may be obtained through this document as well as through the USABS Marketing Director.

D. USABS shall request the Athlete to cover or remove any Athlete sponsor name or logo that does not comply with the terms of this Agreement. In the event the Athlete does not comply, USABS shall have the right to cover or remove any Athlete sponsor name or logo that does not comply with the terms of this Agreement.

1. USABS agrees to use reasonable efforts to cover such signage in a way that minimizes air or wind resistance.
2. USABS will not be responsible for any effects on the competitiveness of the Athlete because of the removal or covering of sponsor name or logo.
3. The Athlete releases and does not hold USABS and its directors, officers, employees, volunteers and agents liable from any and all claims related to the removal or covering.

#### **Section 4—Promotional Appearances**

A. The Athlete agrees to participate in USABS-sponsored events including, but not limited to media events, promotional appearances, interviews and events that serve to enhance the public recognition of the Athlete, the sport, or USABS. The Athlete may be asked to participate in optional sponsor appearances, for which USABS will use commercially reasonable efforts to secure appearance fees. Notwithstanding either of the above sentences, the Athlete shall not be obligated to attend or participate in any USABS sponsor appearances, though the Athlete is encouraged to support and attend sponsor appearances.

B. The Athlete agrees to use commercially reasonable efforts to participate in USABS-charity events.

C. Participation in USABS-sponsored events does not entitle payment to the Athlete, but if applicable, travel and lodging expenses will be provided. The USABS will be sensitive to the Athlete's training schedule.

D. Should an Athlete do a sponsor promotion through or for USABS, the Athlete will wear only USABS-provided and approved uniforms, or

1. If USABS has not provided uniforms, the Athlete may wear clothing with the sponsor's

logo.

2. If the sponsor has not provided uniforms, the Athlete will wear clothing without logos.

However, an Athlete shall not be required to wear USABS-provided and approved uniforms for sponsor promotions not done for or through USABS.

## **Section 5- Compensation**

Only Athletes who sign the Athlete Marketing Agreement are eligible for USABS sponsor support or bonuses.

A. Provided that the Athlete complies with all of the applicable terms and conditions of USABS and established by the USOPC, USABS will submit the required documentation to the USOPC for eligible Athletes to receive a monthly stipend during the Term. Actual stipend amounts are determined per the Direct Athlete Support criteria and range in dollar amount between \$0-2,000 per month for the 2022-2023 season. Payments shall be made by direct deposit from the USOPC to an account designated by Athlete.

B. The Athlete understands that he/she qualifies for any apparel sponsor bonus based on results in World Cup and Olympics races if and only if the Athlete is wearing the USABS apparel sponsor speedsuit or has the USABS apparel sponsor on the speedsuit with no competitive logos visible.

C. The Athlete shall be solely responsible for any and all taxes and withholdings that may be due on compensation paid under this Agreement. USABS shall have no responsibility for any taxes or withholdings on amounts paid to Athlete.

## **Section 6—Term and Termination**

A. The terms of this agreement shall start upon signing of this and other forms by the Athlete. The agreement shall terminate on October 31, 2023.

B. USABS shall have the right to terminate this agreement if the Athlete defaults by not complying with the terms, conditions, agreements, undertakings, obligations and/or responsibilities contained in this agreement. The Athlete is considered in default within seven (7) days following the receipt of a written notice from USABS if the Athlete has not cured the breach of contract. If the Athlete violates the agreement as determined by the Chief Executive Officer, or chooses not to sign the agreement, the Athlete will not be eligible for USABS support or benefits described in this agreement and USABS reserves the right to refuse the Athlete the right of use of USABS benefits, including:

1. USABS equipment and maintenance
2. Product and services provided by sponsors and/or suppliers
3. Air and land shipping fees
4. Storage fees
5. USABS sponsor-related incentives
6. Travel fees, including housing, travel, meals, etc.

If the Athlete violates this agreement, the Athlete may be required to refund USABS up to the full amount of any sponsor-related benefits paid to or on behalf of the Athlete during the term of this agreement. Additionally, violations of this agreement may result in fines commensurate with the material impact of the violation(s) on USABS, as determined by USABS.

C. The Athlete shall have the right to terminate this agreement if USABS defaults on any of its obligations stated in this agreement. USABS is considered in default seven (7) days following the receipt of a written notice from the Athlete if USABS has not cured the breach of contract.

### **Section 7—Definitions**

A. Athlete Designated Area- the portion of the Competitive Equipment and USABS-approved uniforms on which the Athlete can display the names and logos of personal sponsors. See Attachment A.

B. Athlete Sponsor- any sponsor or supplier of the Athlete where the sponsor is entitled to receive marketing or promotional benefits.

C. USABS-approved uniforms may include:

1. Jackets (winter, lightweight, fleece, rain)
2. Shirts (T-shirts, polo shirts, long-sleeve shirts, turtlenecks)
3. Pants (winter, tear-away, stretch, tights, shorts)
4. Training apparel (warm-up suit)
5. Head gear (baseball cap, winter hat, headband)
6. Footwear (winter boots, socks, gym shoes)
7. Miscellaneous (travel bag, backpack, gloves, mittens)

D. Competitive Equipment- Personal performance gear that has a material effect on the performance of the Athlete during the actual sports competition as determined by the USOPC.

Competitive Equipment for Skeleton includes:

1. Sleds
2. Helmets & visor
3. Start shoes
4. Competition race suits/Speedsuit
5. Goggles
6. Gloves
7. Mouth Guards

Competitive Equipment for Bobsled includes:

1. Sleds
2. Helmets & visor
3. Start shoes
4. Goggles
5. Gloves
6. Mouth Guards

### **Section 8—USABS and USABS Sponsor and Supplier Mark Use**

A. The use of any USABS or USABS Sponsor or Supplier Mark is prohibited without the expressed written consent of USABS.

B. The Athlete agrees to refrain from referring to, publishing (print or electronically), or broadcasting any works of authorship created by or for USABS to imply or create improper or fraudulent endorsement by USABS.

**Section 9—Confidentiality**

The Athlete agrees not to reveal or disclose to any person, orally or in writing, USABS' or its sponsors' confidential information.

## Attachment A

### **Athlete Sponsor Space: Bobsled Helmet**

- Athlete sponsor logos must be 3" from any USABS or IBSF sponsor logos.
- Athlete sponsor logos must not be larger than 4" in height or width.
- Athlete sponsor logos must have transparent backgrounds.
- All space not designated as USA decal, IBSF Sponsor Space and USABS Sponsor Space is available for athlete sponsor logos (see below).



### **Athlete Sponsor Space on Team Jackets**

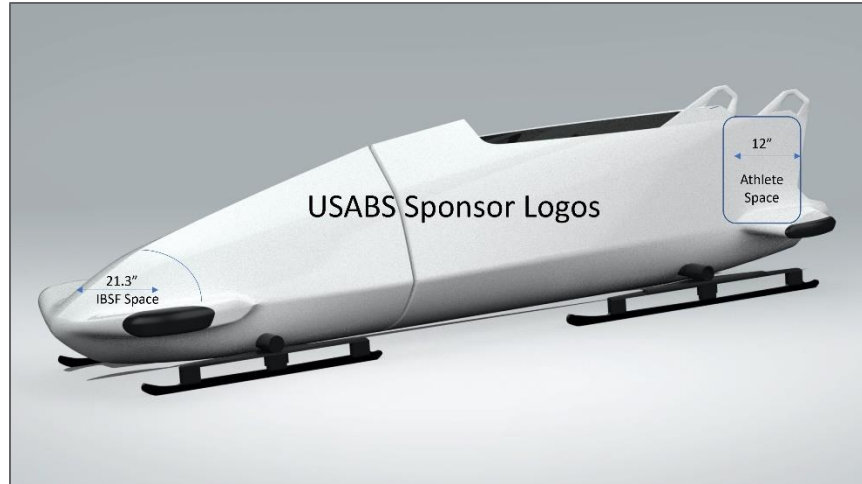
- Athlete sponsor logos may be applied to the back of the National Team jacket.
- Athlete sponsor logos must not be larger than 4" in height or width.
- Athlete sponsor logos must be at least 4" from any USABS sponsor logo or mark.

### **Athlete Sponsor Space on Hats**

- Athlete sponsor logos may be applied to a winter hat or ballcap, whether it is a USABS-provided hat or Athlete-provided hat.
- All hats must be USABS apparel sponsor hats.
- Athlete sponsor logos must not be larger than 3" in height or width.
- Athlete sponsor logos must be at least 3" from any USABS sponsor logo or mark.

### **Bobsled Athlete Sponsor Space on USABS Owned Sleds**

- The back 12" of the sled will be dedicated to athlete sponsor logos (see below).
- Athlete sponsor logos applied to the sled must have transparent backgrounds.
- Athlete sponsor space must be divided evenly between team members.
- Each Athlete receives 50% of Athlete space in two-man/women sleds.
- Each Athlete receives 25% of Athlete space in four-man sleds.
- Each athlete sponsor logo may not exceed 4" x 4".
- Only one of the same logo may appear on each side of the sled.



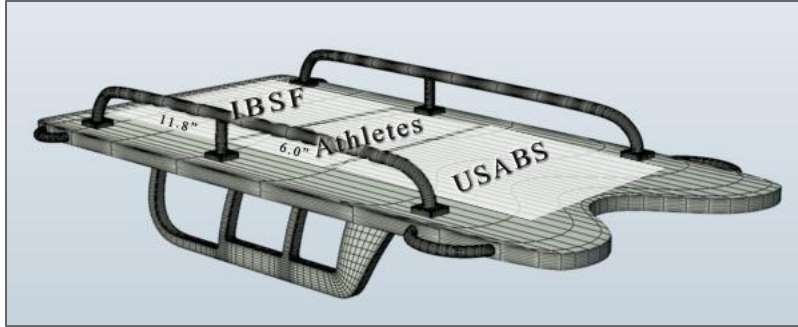
### **Bobsled Athlete Sponsor Space on Non-USABS Owned Sleds**

- Athletes sponsor logos may be any size, but still must comply with guidelines as outlined in section 3.
- Athlete sponsor logos must be at least 3” from any USABS sponsor logo.
- Non-USABS sleds must have “USA” on the nose of the sled and USABS sponsor decals.

### **Skeleton Athlete Sponsor Space**

- Athletes may place personal sponsor logos on the padded side of the sled.
- Athlete sponsor logos must not be larger than 3” in height or width.
- Athlete sponsor logos applied to the sled must have transparent backgrounds.





### **USABS Podium and Leader Box Apparel**

- Podium Apparel - All athletes at World Championship and World Cup events must wear the designated national team jacket with sponsor logos, Under Armor pants and Under Armor hat while on the podium.
- Leader Box Apparel - All athletes at World Championships and World Cup events must wear the designated national team jacket with sponsor logos. Any pants or hats must be Under Armor.
- Other Sites – All athletes at World Championship and World Cup events must wear the designated warmup gear or other clothing designated by USABS in the venue at such competitions and during media interviews held in connection with such competitions.

### **Speed Suits**

- USABS Speedsuit - If an athlete chooses to use the USABS-provided speedsuit at World Championship and World Cup events, the speedsuit will include logos of USABS sponsors and the manufacturer of the speedsuit.
- Non-USABS Speedsuit - If an athlete chooses to use his/her own speedsuit at World Championship and World Cup events, the design of that speedsuit must be approved by USABS and must include USABS-sponsor logos.

**USABS ATHLETE MARKETING AGREEMENT**

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement to be effective October 2022 through October 2023.

**ATHLETE**

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Print Name

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Athlete Signature

Date

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Signature of Parent/Guardian if Athlete is under 18

Date