

Affiliation and Sanction Agreement

- 1) The Local Organization, as identified herein below, will, on various dates and times, operate its BMX facility for the purpose of offering organized Bicycle Moto-Cross (BMX) racing and practicing to be sanctioned only by the American Bicycle Association, dba USA BMX (“USA BMX”). In turn, the USA BMX agrees to sanction the Local Organization and provide services available by the USA BMX including, but not limited to, the issuance and tabulation of USA BMX points, the use of the USA BMX logo and associated artwork and the benefit of USA BMX promotional programs.
 - a) The “Local Organization” is defined as the City of Port St. Lucie, FL.
- 2) This Agreement shall commence on the date this Agreement is signed by an authorized official of the USA BMX and end on **December 31, 2031**. During the term of this agreement, the Local Organization agrees that any activity, event or sport that is sanctioned by USA BMX or the American Bicycle Association, must be run as a USA BMX sanctioned event and follow all rules and regulations set forth by USA BMX sanctioning, including new sports that may be added to USA BMX sanctioning in the future. Throughout the duration of this Sanction Agreement (“Agreement”) and for a period of twelve (12) months after the termination of said Agreement by the Local Organization or USA BMX for any cause, with the exception of the Local Organization terminating the agreement due to breach of contract by USA BMX, the Local Organization shall not otherwise participate or assist in any fashion whatsoever, or otherwise compete against the USA BMX, including but not limited to, providing financial, technical, labor or advisory assistance or aid, in the operation of BMX Track(s) or BMX race(s) or in any sport presently sanctioned by USA BMX (now or in the future) sanctioned by or affiliated with any other organization or entity, in the State of Florida.
- 3) Throughout the term of this Agreement and so long as Local Organization is not in breach of this Agreement, the Local Organization shall have the right to use the registered trade name “American Bicycle Association” and to include the USA BMX logo relative to the promotion and advertising of USA BMX sanctioned events to be held at the Local Organization’s track. USA BMX retains exclusive ownership of the trade name and logo. The Local Organization will construct, operate and maintain its track and shall run USA BMX sanctioned events substantially in accordance with the Track Operator’s Training Materials (online and otherwise), as published by the USA BMX and in accordance with the rules of USA BMX as may be published by USA BMX at various times, in the USA BMX Competition Rulebook, including those set forth in the Track Operator’s Training Materials (online and otherwise), and those set forth in other publications by USA BMX.
- 4) USA BMX is the developer and exclusive owner of certain computer software programs, marketing packages, Track Operator’s and other manuals, sanctioning agreements, drawings, records, specifications, equipment, designs, race schedules, agreements and contracts with vendors, lessors, other sanctioning organizations and other items and materials not generally known by non-USA BMX personnel (hereafter “Confidential Information”) which the Local Organization may obtain knowledge of or access to as a result of being sanctioned by the USA BMX. The Local Organization shall not, directly or indirectly, use said Confidential Information in any manner, nor, directly or indirectly, disclose, display, provide or otherwise make available all or any part of any such Confidential Information to any person or entity not sanctioned by the USA BMX at any time, unless the Local Organization has received prior written permission from the USA BMX to do so, except as required by the Local Organization to perform its obligations and otherwise comply with the terms and conditions of this Agreement and with the Track Operator’s Training Materials (online and otherwise) of USA BMX.
- 5) USA BMX agrees to award USA BMX points to riders that legally participate in USA BMX sanctioned events operated in accordance with all USA BMX rules and procedures and held at the Local Organization’s track.
- 6) This Agreement entitles the Local Organization to participate in all programs offered in the State or regional segment where the Local Organization’s BMX track is located, including, but not limited to, the USA BMX Gold Cup program and the USA BMX State Championship series.
- 7) Because of the need to promptly enter data into the USA BMX’s computerized point standing data base, as well as the need to meet other publishing and reporting deadlines, the Local Organization agrees to provide to the USA BMX within fourteen (14) days following the conclusion of each USA BMX sanctioned event all applicable paperwork and funds, including, but not limited to, all original moto sheets, membership applications, track operator reporting forms and fees for memberships, insurance and sanctioning documents in accordance with the USA BMX’s then current requirements for such reporting.
- 8) The Local Organization agrees that it shall, at all times throughout the term of this Agreement, maintain and enforce a policy or policies of insurance written by insurance carriers selected by or approved by the USA BMX wherein the USA BMX is the policy holder and named additional insured, which shall insure against liability or injury to and/or death of, and/or damage to the property of, any person or persons, including participants, with aggregate policy limits not less than \$3,000,000 per person and occurrence, unless the Local Organization chooses to fulfill the insurance requirement through the payment of insurance fees to USA BMX. If the Local Organization chooses to fulfill this requirement through the payment of insurance fees to the USA BMX in accordance with the schedule of such fees which may be adjusted from



time to time, the USA BMX will acquire such liability insurance which meets or exceeds the amounts and coverage specified herein. In any event, whether secured by the Local Organization or by the USA BMX, any and all such insurance will include as named insured the USA BMX, the Local Organization, all Employees, Agents, Volunteers, Track Operators, Officials and all Board Members of said Organizations. To the extent any claims, damages, costs, including attorney fees, or other sums incurred by or asserted against the USA BMX as a result of any act or omission by the Local Organization is not paid by or covered by the foregoing insurance, Local Organization shall indemnify, hold harmless and reimburse USA BMX upon demand for all such amounts to the extent said loss was caused by or contributed to, in whole or in part, by the errors, omissions, intentional acts and/or negligence of the Local Organization. It is understood that USA BMX insurance is only applicable to USA BMX sanctioned events on specifically declared dates in advance that are also time-stamped relative to those dates. On such dates, USA BMX insurance will begin one hour before the declared start time of the sanctioned event and will end one hour after the sanctioned event concludes.

- 9) This Agreement is between USA BMX and the Local Organization and may not be transferred or assigned by the Local Organization to any other person or entity without the Local Organization first obtaining the express written consent of the USA BMX, which consent USA BMX shall be under no obligation to grant and which USA BMX may refuse to grant for any reason whatsoever in the sole and unfettered discretion of USA BMX.
- 10) This Agreement shall not make the Local Organization or the Track Operator a subsidiary, a partner, limited partner, joint venturer or in any other way associated with USA BMX other than as set forth under the terms of this Agreement. The Local Organization has no authority, express or implied, to speak for, bind, or obligate USA BMX in any manner whatsoever whether contractually or otherwise.
- 11) USA BMX hereby reserves the right to inspect the Local Organization's BMX track, with reasonable notice, at any and all times to ensure compliance with the terms and conditions of this Agreement, with the Track Operator's Training Materials (online and otherwise), and all other rules and regulations of USA BMX.
- 12) Each of the terms and provisions contained in this Agreement are separate, independent, and severable. In the event that all or any portion of this Agreement is deemed by a court, arbitrator, tribunal, or otherwise, to be null, void, invalid, unenforceable and/or of no effect or otherwise not binding upon either of the parties, in whole or in part, said fact shall not be deemed to in any manner affect the validity of any of the remaining portions or provisions of this Agreement, all of which the parties agree shall remain in full force and effect. If a court or other tribunal finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13) The parties agree that, in addition to any form of legal or equitable relief that may be available to the parties hereunder, in the event of a breach or a threatened breach of any of the terms and conditions contained herein, either the Local Organization or USA BMX may fully protect its respective rights hereunder and it may be necessary for either party to obtain injunctive relief. Accordingly, the parties specifically agree that in the event of a breach or a threatened breach of any term or condition contained in said paragraphs two (2), three (3), and/or four (4), herein, the USA BMX shall be entitled to a preliminary and permanent injunction upon the posting of a nominal bond enjoining the Local Organization from committing or continuing any acts constituting such a breach, provided, in the event of a threatened breach, the USA BMX has given the Local Organization prior notice in writing to its address on file with the USA BMX not less than five (5) days before requesting said relief and the Local Organization has failed to remedy the breach within said period.
- 14) The parties shall each be responsible for its own reasonable costs and attorney fees in any litigation arising from this Agreement. This Agreement shall be construed and governed by the laws of the State of Florida and the exclusive venue and jurisdiction of any litigation arising from this Agreement shall be in St. Lucie County.
- 15) Subject to the assignment restrictions in paragraph nine (9) above, this Agreement is binding upon all successors, assigns, affiliates—direct and indirect, representatives, heirs, and entities with ownership common to the Local Organization.
- 16) Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the Local Organization's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.
- 17) USA BMX shall comply with section 119.0701, Florida Statutes. USA BMX shall allow public access to all documents, papers, letters, or other material made or received by USA BMX in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. USA BMX shall comply with Florida's Public Records Laws. Pursuant to section 119.0701, Florida Statutes, USA BMX agrees to comply with all public records laws, specifically to:



Keep and maintain public records required by the City in order to perform the service.

- A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.
- B. During the term of the Agreement, USA BMX shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City.
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. USA BMX's records under this Agreement include, but are not limited to, supplier invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- D. USA BMX agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Agreement.
- E. Should USA BMX fail to provide the public records to the City within a reasonable time it may also be subject to penalties under section 119.10, Florida Statutes. USA BMX shall:
 - i. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
 - ii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if USA BMX does not transfer the records to the City.
 - iii. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of USA BMX or keep and maintain public records required by the City to perform the service. If USA BMX transfers all public records to the City upon completion of the Agreement, USA BMX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If USA BMX keeps and maintains public records upon completion of the Agreement, USA BMX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF USA BMX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO USA BMX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com

TRADE SECRETS

Any material submitted to the City that USA BMX contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, USA BMX shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City for records designated by the Agreement as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by USA BMX. USA BMX shall indemnify and defend the City, its employees, agents, assigns, and successors from any and all claims,



causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

Local Organization: City of Port St. Lucie, FL

By: _____
(Signature) (Title) (Date)

By: _____
(Signature) (Title) (Date)

Track Name/BMX Facility: Port St. Lucie BMX

Track Number: #

DO NOT SIGN IN THE BOX BELOW – FOR USA BMX USE ONLY!

American Bicycle Association (USA BMX)		
By: _____ (Signature)	Chief Executive Officer/CEO (Title)	_____ (Date)
Please return completed form with signatures to: USA BMX, P.O. Box 718, Chandler, AZ, 85244		

PLEASE SIGN AND RETURN ALL FOUR PAGES OF THIS AGREEMENT