

2025-2026 USASF EVENT PRODUCER MEMBER AGREEMENT

This USASF Company Member Agreement ("Agreement"), effective this 1st day of June, 2025, is between U.S. All Star Federation, Inc., a corporation organized and existing under the Tennessee Nonprofit Corporation Act, having its principal offices at 2171 Judicial Drive, Ste 112, Germantown, Tennessee 38138 (hereinafter "USASF"), and _____ having its principal offices at _____ (hereinafter "Company" collectively, with USASF, the "Parties").

WHEREAS, USASF was established for nonprofit purposes including, but not limited to, establishing rules for sanctioning All Star for cheerleading and dance.

WHEREAS, Company produces cheerleading and/or dance competitions, and is a ☐ Silver, ☐ Bronze level Event Producer Member of USASF;

WHEREAS, Company understands and acknowledges its membership in the USASF is voluntary and subject to Company's compliance with this Agreement and all USASF policies, at USASF's sole discretion;

WHEREAS, USASF conducts certain cheerleading and dance competitions including, but not limited to, the annual competitions known as The Cheerleading Worlds and The Dance Worlds (collectively referred to as "Worlds"); and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree hereto as follows:

1. The term of this Agreement shall be for a one-year period, commencing June 1, 2025, and terminating May 31, 2026 (the "Term").

2. Company agrees to observe and enforce the U.S. All Star Federation policies, procedures, rules, etc., including but not limited to all documents listed in Appendix D at their USASF sanctioned events.

(a) Company understands and agrees that the U.S. All Star Federation Cheer and Dance Rules and Glossary and associated Age Grids (collectively the "USASF Rules Documents") are copyright protected and may not be revised or disseminated to non-USASF members without prior written permission from the USASF.

(b) Company agrees not to post current or past USASF Rules Documents on its websites or social media. Company understands they may post links to the USASF website for these documents.

(c) Company agrees to take reasonable steps to prohibit any person on the USASF Temporary/Permanently banned list from attending any USASF-sanctioned competitions. Should the Company learn of a Temporary/Permanently banned individual in attendance, the Company will take reasonable steps to remove the individual from the event.

(d) Company agrees to ensure compliance with any USASF competition space restrictions, including but not limited to monitoring warm-up areas to ensure only authorized individuals are present.

3. Company agrees that all competitions sponsored or conducted by Company or its Affiliates that include "All Star" cheer and/or dance divisions/categories shall be sanctioned by USASF and meet USASF Sanctioning Standards. USASF reserves the right to review all such competitions for compliance with these Standards. The term Affiliates as used herein means all individuals, partnerships, firms, corporations, limited liability companies, joint ventures, associations, trusts, unincorporated organizations, or other entities that directly or indirectly control, are controlled by, or are under common control with Company, as well as the spouses of said individuals. USASF encourages Event Producer Members to work with other individuals, partnerships, firms, corporations, limited liability companies, joint ventures, associations, trusts, unincorporated organizations, or other entities to better accomplish the mission of the USASF and to avoid working with those that do not support the USASF's mission. Company understands and agrees its membership in the USASF is voluntary and a privilege and not supporting the USASF mission, or working with others that do not support the mission, is grounds for revocation of the Company's membership, at the sole discretion of the USASF. Company agrees to abide by the standards of USASF and to require its Worlds Bids recipients to do the same.

4. Company agrees to follow the USASF Sanctioned Competition Classification Chart (Appendix H) with no further additional classifications.

5. During the Term, Company agrees that it shall not produce or recruit teams, for a cheerleading or dance "World" championship competition, or participate in, or sponsor a cheerleading or dance "World" championship competition conducted by a third party, which is not sanctioned or sponsored by USASF.

6. Company agrees to follow all Levels 6 and 7 guidelines as they relate to the end of season/year-end, multi-brand competitions ("year-end, multi-brand competitions" or "end of season, multi-brand competitions") and to observe the following restrictions:

(a) Maintain the current restrictions regarding how the year-end multi-brand competitions are marketed. Phrases such as "world champion" are strictly prohibited.

(b) Not conduct and/or participate in any year-end, multi-brand competitions on Worlds weekend (only applies if offering Levels 6 and/or 7).

7. Company agrees to send at least one representative to the Event Producer Membership Meeting held annually. Noncompliance with this provision may result in financial penalties and/or revocation of voting privileges during the 2025-2026 term.

8. COMPANY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD USASF HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, DAMAGES, LIABILITIES, LOSSES, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ACTIONS BROUGHT BY THIRD PARTIES AGAINST USASF AS A RESULT OF THE BREACH BY COMPANY OF ANY PROVISION OF THIS AGREEMENT. COMPANY FURTHER AGREES TO INDEMNIFY AND HOLD USASF HARMLESS FROM ANY THIRD-PARTY LIABILITY RESULTING FROM THE COMPANY'S NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY.

9. Prior to the commencement of the Company's sanctioned competitions, Company shall procure, pay for, and maintain in full force and effect for the Term of this Agreement, and any renewal hereof, at Company's sole expense, insurance coverage in the following type(s) and amounts:

(a) comprehensive general liability, including participant legal liability with a limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and a Two Million and No/100 Dollar (\$2,000,000.00) aggregate limit;

(b) automobile liability insurance, including hired and non-owned automobiles with a limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence; and

(c) such additional insurance as USASF may reasonably request from time to time.

Such insurance shall be obtained from an insurance company licensed to do business in the jurisdiction in which Company is domiciled. Company agrees that with respect to the above-required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions: (1) Name USASF and its officers, employees and elected representatives as additional insureds to all applicable coverages; and (2) State that coverage shall not be cancelled, nonrenewed, modified, or materially changed except after ten (10) days' written notice to USASF from the insurer by registered or certified mail, return receipt requested. Upon request by USASF, Company agrees to furnish USASF a certificate of insurance evidencing the above-referenced policies and requirements within thirty (30) days after execution of this Agreement.

10. In the event of material breach of the Agreement by either party, the nonbreaching party shall notify the breaching party in writing of the claimed breach of the Agreement. The nonbreaching party shall have the right to terminate the Agreement and membership immediately for any material breach or may elect, in its sole discretion, to provide the breaching party with an opportunity to cure the material breach within thirty (30) days of such written notice. If the nonbreaching party elects to provide the materially breaching party with a cure period, the Agreement and membership shall terminate immediately if the breaching party fails to cure the material breach within thirty (30) days of such written notification. This Agreement shall automatically terminate without any notice necessary if one or more of the following occurs: either party hereto (1) files a petition in bankruptcy (not dismissed within thirty (30) days of filing); (2) is adjudicated as bankrupt; (3) becomes insolvent; (4) makes an arrangement pursuant to any bankruptcy law; and/or (5) discontinues its business or operations and its functions are not substantially continued through reorganization, redesign, renaming or similar kinds of changes.

11. Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12. All provisions of this Agreement shall be severable; should any of the provisions of this Agreement be judicially determined invalid for any reason, the Parties hereto understand and agree that the remaining valid portions thereof shall continue in full force and effect and will be undisturbed by such invalidity, if any be so found. If any provision of this Agreement shall be susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid.

13. Governing Law/Attorney's Fees. This Agreement shall be construed in accordance with, and all disputes arising hereunder or relating to this Agreement or Company's membership status with USASF shall be governed by, the internal laws of the state of Tennessee excluding its conflict of law rules. In any lawsuit or other proceeding brought to enforce any of the terms of this Agreement, the prevailing party or parties will be awarded their, his, her, or its reasonable attorney's fees and actual costs.

(a) Mandatory Mediation. Company and USASF agree that any dispute that may arise out of, or relate to, this Agreement or its membership status with USASF that cannot be resolved

within ten (10) days of written notice by either party to the other, shall be submitted for resolution by non-binding mediation with a mutually agreeable mediator and at a mutually agreed upon date and time. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent for the filing of a lawsuit in state or federal court. The costs and expenses for any such mediation, including compensation and expenses of the mediator, shall be divided equally among the parties attending mediation, except for any party's own legal costs, which shall be paid by the party incurring the same. All mediation discussions and/or compromises shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

14. All legal notices shall be addressed by certified, return receipt requested mail to the respective Parties as follows:

U. S. All Star Federation, Inc.: 2171 Judicial Drive, Suite 112,
Germantown, TN 38138
Attn: Alison Stangle

Company:

Attn: _____

Any party hereto may change its address for the purpose of receiving notices, demands, and/or other communications as herein provided by a written notice given in the above-referenced manner to the other party or parties hereto.

15. No amendment, change, modification, or waiver of any provision hereof shall be valid unless written and signed by both Parties to this Agreement.

16. The rights and obligations of the Parties, which by their nature survive termination or completion of the Agreement including, but not limited to, those set forth in Paragraph 8 hereinabove, shall remain in full force and effect.

17. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

18. Neither party shall assign or delegate its obligations hereunder without the express prior written consent of the other party. Despite such consent, no assignment shall release the assignor of any of its obligations or alter any of its primary obligations to be performed under the Agreement.

19. This Agreement has been and shall be construed to have been drafted by the Parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.

20. The undersigned have carefully read this Agreement, understands, knows, and agrees to the contents thereof, and has signed at his, her, or its own free act. Each signatory to this Agreement warrants and represents that he, she, it is authorized to sign this Agreement.

21. License Agreement

(a) The Parties acknowledge and agree that USASF (hereinafter "Licensor") is owner of the mark U.S. ALL STAR FEDERATION USASF (and design) and U.S. Registration No.

2,979,490 therefor, the mark USASF (collectively, the "Federation Marks"), as well as U.S. Registration No. 5,698,287 therefor, the mark THE CHEERLEADING WORLDS and U.S. Registration No. 2,999,331 therefor, the mark THE CHEERLEADING WORLDS (and design) (which is the subject of Serial No. 90/831,007 and is displayed in Appendix C hereto), the mark THE CHEERLEADING WORLDS (which is the subject of Serial No. 90/830,965), and the mark THE DANCE WORLDS (and design) and U.S. Registration No. 3,494,984 therefor (all of the foregoing marks hereinafter collectively the "Marks").

(b) Licensor grants to Company (hereinafter "Licensee"), and Licensee accepts, a nonexclusive, nontransferable, royalty-free license (without the right to sublicense) to use the Federation Marks throughout the United States for the purposes set forth in: (i) the Print Collateral Guidelines (attached as Appendix A) and (ii) Federation Logo Usage Guidelines (attached as Appendix B).

(c) Licensee agrees that (a) all licensed use of the Federation Marks by Licensee shall inure to the benefit of Licensor, and (b) it will assist Licensor in recording this Agreement with appropriate governmental authorities, if necessary, and pay any costs associated therewith. Licensee agrees that nothing in this license shall give Licensee any right, title, or interest in or to the Marks other than the right to use the Federation Marks in accordance with this License.

(d) Licensee agrees that the nature and quality of any goods and/or services offered in connection with the Federation Marks (hereinafter "the Licensed Goods/Services") shall conform to standards set by and shall be under the control of Licensor and shall be in conformity with the Trademark Usage Guidelines attached hereto as Appendix C.

(e) Licensee agrees to cooperate with Licensor in facilitating Licensor's control of such nature and quality, permit reasonable inspection of Licensee's operation, and supply Licensor with specimens of use of the Marks upon request. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of the Licensed Goods/Services.

(f) Licensee agrees to use the Federation Marks only in the form and manner and with appropriate legends as approved by Licensor. In view of the other Marks, Licensee agrees not to identify or characterize any competition which it conducts or participates in, except for Worlds, using the terms "Worlds," "Worlds Championship" or "World Championship."

(g) Licensee agrees to notify Licensor of any unauthorized use of the Marks by others promptly as it comes to Licensee's attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

(h) Unless sooner terminated as provided for herein, this License shall continue in full force and effect for so long as the Agreement shall be in full force and effect.

(i) Upon termination or expiration of this Agreement Licensee agrees to (a) cease and desist immediately from all use of the Federation Marks or any confusingly similar mark, (b) assign to Licensor any domain name registration which contains, or would likely be confused with, the Federation Marks, and (c) change its corporate name to one that does not contain the Federation Marks.

22. This Agreement constitutes the complete Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous discussions, negotiations, understandings, commitments and agreements, whether written or oral, with respect to the subject matter hereof.

The Parties have executed this Agreement as of the day and year first above written.

COMPANY

By: _____

Name: _____

Title: _____

APPENDIX A

TO USASF EVENT PRODUCER MEMBER AGREEMENT

PRINT COLLATERAL GUIDELINES



Logo for use on collaterals

Sufficient space must be used around the Seal, therefore, do not place any other logo within 1" of the Seal.

Use of the Seal is for, but not limited to:

- Event Programs
- Registration Brochures
- Flyers

The **USASF Seal of Sanction** is the Federation's way of identifying all member clubs and competition providers. Because this is the identifying mark consumers will associate with the USASF, it is imperative to the Federation that the integrity of the mark be maintained in all communications. Therefore, the following guidelines should be followed:

1. For legibility, the mark and accompanying copy should be used no smaller than the artwork shown at left.
2. Keep the elements of the Seal in their proper proportion, and do not distort by stretching or condensing.
3. Use the Seal in its entirety, not cropped in any way.
4. Do not add graphic elements to the Seal or include other words or slogans.
5. Do not alter the Seal or its colors.
6. Do not alter the Seal type face.
7. Do not incorporate the Seal into any other design, or place it upside down, vertical or diagonally.

APPENDIX B

TO USASF EVENT PRODUCER MEMBER AGREEMENT

FEDERATION LOGO USAGE GUIDELINES



FOUR-COLOR LOGO

The full-color USASF logo can be reproduced using four-color processes. The logo is not to be less than 1" wide.

Sufficient space must be used around the logo. Maintain a clear area that is the width of the "US" at the usage size.



ONE-COLOR LOGO

The USASF logo can be reproduced in one-color format using Pantone 28 or Black. The logo is not to be less than 1" wide.

The U.S. All Star Federation logo is intended for use by USASF member clubs or competition providers when they:

1. Display or advertise USASF membership requirements and rules as set forth by the Federation.
2. Display the USASF mission statement.
3. Display or advertise any other information about the Federation. This requires prior approval by the Federation.

APPENDIX C

TO USASF EVENT PRODUCER MEMBER AGREEMENT

TRADEMARK USAGE GUIDELINES

1. Licensee may not alter or obscure Licensor's trademarks in any way.
2. Licensee should use the symbols ®, ™ and/or ™ where appropriate.
3. Licensees should take reasonable steps to ensure that any licensed product is recognized and identified by the public as originating from Licensor. Such steps may include, but are not limited to, the use of additional copy, indicia, logos or other markings with Licensor's trademarks.
4. Licensor has a significant interest in ensuring that its trademarks are used only in connection with products manufactured, distributed and sold in accordance with the highest ethical and business standards. Thus, licensees must comply with the national laws of any country in which such products, or any component thereof, are manufactured, any local laws, regulations, or standards applicable to such manufacturing, and any industry standards which have been established in said location.
5. Licensor's trademarks may not be incorporated into a licensee's product names, trademarks, logos or company name. Licensees may not adopt any product names, event names, trademarks, logos or company names that are confusingly similar to any of Licensor's trademarks in meaning, visual appearance, or pronunciation.
6. Licensees may use Licensor's trademarks only in connection with particular goods and/or services identified by Licensor.
7. Licensees may not make puns, jokes, memes, or other cultural item that portrays Licensor's trademarks in a negative light, to be determined at the sole discretion of the Licensor.

APPENDIX D

TO USASF EVENT PRODUCER MEMBER AGREEMENT

Policies, Procedures, Rules, Codes, Age Grids, etc. to be followed by Company

USASF Code of Conduct and Compliance, select from the Conduct & Compliance dropdown menu. <https://www.usasf.net/>

USASF Cheer Rules and Age Grid (<https://www.usasf.net/rules>)

USASF Dance Rules and Age Grid (<https://www.usasf.net/rules>)

USASF Cheer Event Sanctioning Standards (<https://www.usasf.net/sanctioned-competitions>)

USASF Dance Event Sanctioning Standards (<https://www.usasf.net/sanctioned-competitions>)

USASF Sanctioned Competition Classification Chart :

<https://docs.google.com/spreadsheets/d/1X9a7KnxjYSilaNXVy-feMgzP7An2lnFqNwdmoBjDMYA/edit?gid=104569679#gid=104569679>