



2010 USA WEIGHTLIFTING NATIONAL EVENTS



Bid Application

The following application is for the purpose of obtaining information about possible sites for USA Weightlifting National Events. The information received in this packet will be used to evaluate the location on the suitability of hosting a USA Weightlifting National Event. This information will be used by USA Weightlifting in order to make these determinations and posted on USA Weightlifting's website.

USA Weightlifting bids events out one year in advance. The bid application deadlines and award dates are as follows:

2010 National Junior Championships

- **Bid deadline May 21, 2009** and must be accompanied by the appropriate fee.
- Presentation of bids will be heard at the 2009 National Championships in *Chicago, IL* on the morning of June 6, 2009.

2010 National Collegiate Championships

- **Same as above**

2010 National Championships

- **Same as above**

2010 National School Age Championships

- **Bid deadline May 21, 2009** and must be accompanied by the appropriate fee.
- Presentation of bids will be heard at the 2009 National School Age Championships in *Gainesville, GA*.
- Specific date and time of bid presentation TBD

2010 American Open

- **Bid deadline November 13, 2009** and must be accompanied by the appropriate fee.
- Presentation of bids will be heard at the 2009 American Open in *Mobile, AL*.
- Specific date and time of bid presentation TBD

Any bids submitted after the stated deadline for each respective event will be returned. No exceptions.

Please check our website, <http://weightlifting.teamusa.org>, for event details.

2010 USA Weightlifting National Events you wish to bid on (please check all that apply):

- _____ National Junior Championships - Bid Fee: \$500
- _____ National Collegiate Championships - Bid Fee: \$500
- _____ National Championships - Bid Fee: \$1,000
- _____ National School Age Championships - Bid Fee: \$500
- _____ American Open - Bid Fee: \$1,000

Note: 50% of the total bid fee for each national championships you are bidding on is due with this application.

1. Bid Submitted By:

A. Name of Organization: _____

B. Address: _____

C. Phone: _____ Fax: _____

D. E-mail/website: _____

E. Staff size: _____

F. Funding sources of the organization: _____

G. President/CEO: _____

H. Corporate Representatives: _____

J. Names of Liaisons who will be used for this project: _____

K. Name of weightlifting community liaison (see attachment): _____

2. Community Information:

A. Name of City: _____

B. Population: _____ Metropolitan Area Population: _____

C. Primary Industry/major corporations: _____

D. Provide some examples of how these industries or corporations have supported community efforts in the past (use additional sheet if necessary): _____

E. Name of closest airport: _____

Name of airlines serving airport: _____

Distance of airport to downtown in miles and minutes: _____

Distance of airport to proposed venue and /or hotel in miles and minutes: _____

F. Name of shuttle service that will be used for transportation and provide brief overview of plan for shuttle service and estimated cost: _____

G. Please list the major hotels, the distance to the airport from the hotel, distance to the venue from the hotel and the current group rates (please list at least three):

1. Hotel: _____ Dist. to Airport: _____

Dist. to Venue: _____ # of Rooms: _____ Group Rate:\$ _____

2. Hotel: _____ Dist. to Airport: _____

Dist. to Venue: _____ # of Rooms: _____ Group Rate:\$ _____

3. Hotel: _____ Dist. to Airport: _____

Dist. to Venue: _____ # of Rooms: _____ Group Rate:\$ _____

4. Hotel: _____ Dist. to Airport: _____

Dist. to Venue: _____ # of Rooms: _____ Group Rate:\$ _____

3. Facility Data:

Please provide 5 x 7 color photographs of the facility (Electronic photo(s) acceptable. *Do not reduce size of photo(s)* – email to usaw@usaweightlifting.org), as well as photographs of the proposed training area, and rooms for drug testing and hospitality.

A. Name of Facility/Venue: _____

B. Address: _____

C. Proximity to hotel (in miles and minutes): _____

D. Who owns/operates the facility/venue?: _____

Seating capacity: _____

E. Number of locker rooms (if any): _____

F. Number of hospitality rooms: _____

G. Is there any corporate sponsorship of the facility: _____ Yes _____ No

If yes, who: _____

H. Please list any permanent corporate signage in the facility: _____

Can the signage be covered up?: _____ Yes _____ No

I. Which beverage company(ies) have pouring rights in the facility?: _____

J. Which company(ies) have concession rights in the facility?: _____

K. Is there an exclusivity agreement on selling merchandise? Please describe: _____

L. How many foot-candles of light are over the competition area? _____

M. Please describe the facility sound system: _____

4. Other (Attach Additional Sheets As Needed)

A. What made you interested in bidding on our event?: _____

B. How will this event benefit your community?: _____

C. Are there any plans to help grow the sport of weightlifting in your community? If so, what are they?: _____

D. How will your organization promote this event?: _____

****Meet organizers are responsible for the shipping costs of the weights, platforms, timing system, etc. The approximate cost for this event will be \$3500 (subject to change).***

On behalf of _____,
(bid group)

I, _____,
(person completing application), state that the information listed above

is accurate to the best of my knowledge.

Signature

Date

Please submit completed application, along with any supporting materials to:

usaw@usaweightlifting.org

Any bids submitted after the stated deadline for each respective event will be returned. No exceptions.

The purpose of this **SAMPLE** agreement is to give potential meet organizers the opportunity to see an example of what all is entailed in running a USA Weightlifting Event. Keep in mind that portions of this agreement may change from time to time and any changes would be incorporated in the final version of a contract between USA Weightlifting and the meet organizer.

Also, portions of this agreement are negotiable and such negotiations would take place between the CEO or another person designated by USA Weightlifting and those individuals who are responsible for the successful running of the competition.

2010 USA Weightlifting _____ Championships Agreement
(Revised 4/2009)

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between USA Weightlifting, Inc., having its principal office and place of business at 1 Olympic Plaza, Colorado Springs, Colorado 80909, hereinafter referred to as the "CORPORATION," and _____, having its office and place of business at _____, hereinafter referred to as "LOC."

Recitals

WHEREAS, the CORPORATION is recognized as the national governing body for the sport of Weightlifting in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act and, as such, the CORPORATION has the sole sanctioning jurisdiction over domestic and international competition by United States' athletes in Weightlifting. In this capacity, the CORPORATION has the exclusive right to conduct the Event defined below.

WHEREAS, the CORPORATION has awarded the following described Event to the place and venue and on the date as follows:

- Event:** 2010 USA Weightlifting _____ Championships
- Date:**
- Place:**
- Venue:**

WHEREAS, the LOC wishes to support, assist, and cooperate with the CORPORATION in respect to the Event on the terms and conditions set forth herein.

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

Agreement

1. Duties and Obligations of the LOC.

(a) Conduct of Event. The LOC shall produce, conduct and promote the Event in a high quality manner in accordance with the terms and conditions of this Agreement. The LOC shall provide all facilities for the Event in accordance with Addendum A attached hereto. The Venue shall have tiered seating, or the competition platform will be placed on a raised stage to provide adequate viewing for the spectators. The Venue shall be accessible at least 3 hours before and 2 hours after each day of competition. The LOC must have a CORPORATION Event banner for the backdrop of the competition stage. The banner must include the name, date and location of the Event and should be large enough to be easily viewed from the back of the Venue. Size and artwork of the banner shall be approved in advance, in writing, by the CORPORATION. The LOC shall provide for CORPORATION's use a multi-purpose copier and computer printer with cable at the Event, as well as a PC or Laptop that are all compatible.

(b) Promotion of Event. The LOC shall promote the Event locally in a manner designed to maximize exposure for, and the number of spectators at, the Event. The LOC shall be solely responsible for conducting and paying for the local publicity, advertising and promotion of the Event.

(c) Costs of Conducting Event. Unless otherwise stated in this Agreement, the LOC shall be solely responsible for all costs of organizing and conducting the Event, including but not limited to the following: Venue, competition equipment, warming-up room and equipment, training hall and equipment, timing device, drug testing facilities, scales and hospitality room.

(d) Equipment. At the time of this agreement, the CORPORATION has a sponsor that will provide competition, warm-up and training equipment (including platforms) to the LOC at no charge. The LOC agrees to use the CORPORATION'S competition equipment sponsor(s), for any equipment supplies. The terms and conditions of such usage are outlined in Addendum B attached hereto. LOC shall be responsible for all costs associated with shipping the equipment to and from the Event, in accordance with Addendum B. Should the CORPORATION, between the date of this Agreement and the date of the Event, no longer have these equipment sponsors, or if the equipment sponsorships do not cover all equipment necessary to conduct the Event, the LOC shall be responsible for providing all equipment, including but not be limited to: competition platform, training and warm up platforms, barbells and weights, and racks. In the Event that the CORPORATION no longer has a sponsor to provide the aforementioned equipment, the LOC will be notified immediately. All equipment used must be approved in writing by CORPORATION.

(e) Sponsorships. The LOC acknowledges and agrees that the CORPORATION shall own all rights in and to national sponsorships of the Event. The LOC agrees to honor any and all obligations of the CORPORATION as they may relate to the Event, including without limitation providing signage in the Venue and around the competition platform. The CORPORATION agrees to provide the LOC promptly with information on its national sponsorships and the obligations of the LOC with respect to those sponsorships. The LOC, may, and shall be solely responsible for, the collection of all non-conflicting local sponsorships for the Event, provided that the LOC must receive the prior written approval of the CORPORATION before entering into any local sponsorship. The LOC shall be entitled to retain any income generated by local sponsorships, except as otherwise specifically provided in this Agreement.

(f) Complimentary Rooms. The LOC shall provide 6 double rooms (3 for National Office Staff, 2 for Medical and 1 for the Competition Secretary) for CORPORATION to use during the Event free of charge. Two of the rooms must be available beginning two days prior to the first day of competition and continuing for five days. Four of the rooms must be available beginning one day prior to the first day of the Event and continuing for four days.

(g) Individual and Team Awards. The LOC shall provide, at its sole expense,

individual and team awards as outlined in Addendum A. CORPORATION will, upon request, refer a medal manufacturer to LOC.

(h) Rules. The LOC agrees that all aspects of the Event must be conducted in accordance with the rules of the International Weightlifting Federation (“IWF”) and the CORPORATION. If CORPORATION determines, in its reasonable discretion, that a pre-competition visit is needed, the LOC shall fund one pre-competition visit by a technical director to be appointed by CORPORATION. CORPORATION will use its reasonable efforts to keep the expenses associated with the pre-competition visit reasonable, including use of economy airfare. CORPORATION will use reasonable efforts to have the pre-competition visit performed by someone from the local area.

(i) Volunteer Support Staff. The LOC shall provide all necessary volunteer support staff (administrative, venue, doping control escorts, etc) as detailed in Addendum A. The CORPORATION will arrange on-site medical coverage. If LOC has medical personnel that they would like to use, this request must go through the CORPORATION for written approval.

(j) Airport Shuttle; Shuttle to and from Venue. The LOC shall make available a shuttle service to meet the athletes, coaches and officials at the airport when they arrive and shall return them to the airport when they depart. There may be a reasonable charge (\$20-\$25 round-trip) although a complimentary shuttle is preferred. The LOC shall also provide transportation between the Venue and the official hotel headquarters (should they be different,) which must be free of charge to athletes, coaches and staff, and must coincide with all meetings, weigh-ins and lifting times at the Venue.

(k) Complimentary Tickets. The LOC shall, upon request, make available to the CORPORATION at least 50 complimentary tickets for each day of the Event.

(l) Photographs. The LOC agrees to have action photographs taken of individuals participating in the Event and provide to the CORPORATION a minimum of 50 such action photos taken within the competition. CORPORATION should receive such photos as soon as possible after the Event, but not later than 21 days after the conclusion of the Event. CORPORATION may have someone available to provide this service at no cost to the LOC. The LOC should check with CORPORATION prior to the Event.

(m) Booth Space. The LOC shall provide, at no cost to the CORPORATION, a booth or other appropriate space and facilities through which the CORPORATION and/or the CORPORATION’S sponsors may sell merchandise at the Event. Booth space shall be inside the competition venue, if possible.

(n) Bid Fee. The LOC shall pay to the CORPORATION a bid fee of \$ _____ which must be paid upon or before execution of this Agreement. Failure to timely pay such bid fee will cause this Agreement to be null and void.

(o) Performance Bond. CORPORATION may require the LOC to provide the CORPORATION with a performance bond, insurance policy, personal guaranty, escrow of funds or other undertaking acceptable to the CORPORATION guaranteeing LOC’s faithful performance of its commitments to CORPORATION as set forth in this Agreement. Terms and conditions of such performance bond, etc. is set forth in Addendum C. LOC acknowledges and agrees that the CORPORATION shall have the right to terminate this Agreement in the Event that the parties are unable to reach agreement satisfactory to the CORPORATION on the means to guarantee LOC’s faithful performance of its obligations and duties under this Agreement.

(p) Bid Materials. Upon request, a copy of LOC’s bid materials passed out at the

CORPORATION's Board of Governors meeting, as well as a copy of the video and/or audio tape of LOC's presentation, will be provided to the CORPORATION or any member of the CORPORATION.

(q) Event Program. The LOC may, in its discretion and at its sole expense, develop a souvenir Event program and/or competition sheets. The LOC shall be entitled to retain any and all revenues from the sale of, or advertising in, an Event program. The CORPORATION will assist the LOC with the content of the Event program.

(r) Ticket Sales; Event T-Shirts. The LOC may charge an admissions fee or sell tickets for the Event. The LOC shall be entitled to retain all revenues from such admission fees/ticket sales. Likewise, the LOC may sell Event T-shirts using logos and marks for the Event, and the LOC shall be entitled to retain all revenues from the sale of such T-shirts.

(s) Cultural Activities. The LOC may provide cultural activities for the individuals participating in the Event as it deems appropriate. The LOC may simply provide information about such activities to the participants and charge a fee for participation in such activities.

(t) Banquet. The LOC may, in its sole discretion, arrange a banquet or comparable Event on the evening of the final day of competition at the Event. The LOC may charge a reasonable fee (\$20-\$30) to each individual wishing to attend the banquet. If there are not an adequate number of tickets sold, the banquet may be cancelled.

(u) USOC Content Agreement. The LOC agrees to comply with all terms and conditions of the USOC-USAW Content Agreement that are set forth in Addendum D attached hereto.

(v) Licensed Merchandise. If mutually agreed by the LOC and CORPORATION, LOC may sell merchandise as outlined in Addendum E.

(w) Third-Party Vendors. The LOC shall submit a list, with contact information, of any proposed third-party agreements or commitments, to the CORPORATION sixty (60) days prior to the commencement of the Event. The CORPORATION must approve all third party agreements and may require execution by the LOC and one or more third-parties of a Vendor Agreement substantially in the form attached as Addendum F.

(x) Financials from Event. LOC shall submit to CORPORATION, not more than 60 days after the conclusion of the Event, a financial summary of the Event, which shall include a basic profit/loss statement, detailing areas of income and expenses as well as the number of hotel room nights sold each night during the Event. This information will be used by CORPORATION for informational purposes only. The CORPORATION reserves the right to withhold \$250 from the LOC's share of the entry fees to guarantee receipt of financial summary. Upon receipt of an acceptable report from the LOC, the CORPORATION shall pay to the LOC any monies so withheld.

2. Rights of CORPORATION.

(a) Control of Technical Elements. The CORPORATION shall have sole and exclusive control of the conduct of the Event in accordance with the rules of the International Weightlifting Federation, and the CORPORATION shall appoint a Competition Secretary to assist with same.

(b) Marketing Activities. The CORPORATION shall have exclusive right to conduct, or authorize others to conduct, any and all marketing conducted at the Venue, including all

surrounding areas reasonably in control of the Venue owner, such as the parking lot for the Venue and sidewalks on the Venue property. LOC acknowledges that it may not permit anyone to conduct any marketing activities at the Venue and/or surrounding areas without the prior express written consent of CORPORATION.

(c) Event Marketing and Licensing. Except for the LOC's right to sell T-shirts, as described in Section 1(r) above, CORPORATION shall have the exclusive right to conduct, or license others to conduct, Event marketing and licensing, and to create, market and sell merchandise bearing the NGB name, Event titles and marks and designations at the Event.

(d) Event Content. The CORPORATION, through its agreement with the UNITED STATES OLYMPIC COMMITTEE, has exclusive control of all forms of broadcast medium to include the transmission or retransmission of audio, visual, and audiovisual programming by electronic signals. The relevant terms of this Agreement are attached in Addendum D.

3. Duties of CORPORATION.

(a) Creation and Processing of Entry Form and Fees. CORPORATION and the LOC will collaborate on the preparation of the entry form. The CORPORATION will prepare the final entry form, post the entry form on its website, make the entry form available to members for on line registration, and distribute it to all LWCs, Clubs and athletes who request it. All entry forms and fees will be sent to and processed by the CORPORATION. The CORPORATION will: a) verify that each entered athlete is a member and in good standing of CORPORATION, b) has performed the qualifying total in a CORPORATION sanctioned competition and, c) completely and correctly completed the entry form, including the liability release. CORPORATION shall collect all entry fees in advance of the Event and shall pay to the LOC the sum of **\$30** per individual entry, **\$50** per overall team registered in the Event and **\$25** for age-group teams, which payment shall be due prior to the commencement of the Event.

(b) Timing Device, Backdrop and Sponsor Signage. The CORPORATION will make available the official CORPORATION timing device, CORPORATION logo backdrop, and national sponsor signage to be displayed in the competition area at the Venue. At the time of this agreement, the CORPORATION will provide the timing device at no charge to the LOC, however, it will be the responsibility of the LOC to pay for the shipping of the timing device, which is generally included with the equipment package as set forth in Addendum B. In the Event LOC uses only the official CORPORATION timing device for the Event, LOC will be required to pay shipping cost to and from the Event at a cost to be determined upon request. Payment is expected prior to shipping or the CORPORATION will deduct shipping costs from the LOC's portion of the entry fees. LOC may use a comparable timing device, subject to prior, written approval of the CORPORATION.

(c) Assistance with Promotion of Event. CORPORATION shall provide assistance with the promotion of the Event by advertising the Event on its web site and through other channels of communication with CORPORATION's members.

4. LOC Is not an Agent of CORPORATION. The LOC has absolutely no authority to act as an agent of, negotiate on behalf of, or to legally bind or obligate, the CORPORATION in any way. Any and all agreements entered into outside of this agreement shall be the sole responsibility of the LOC. Any vendors invited by LOC to provide goods or services during the Event must be approved in advance by CORPORATION and must execute a vendor agreement with CORPORATION.

5. Insurance. The LOC shall carry a minimum of \$1M in comprehensive general liability insurance for the Event, which policy shall name CORPORATION as an additional insured.

6. Indemnification.

(a) By The LOC. The LOC shall hold CORPORATION and its directors, officers, employees and agents (the "CORPORATION Indemnified Parties") harmless from, and defend the CORPORATION Indemnified Parties against, any and all claims or liability for any injury or damage to any person or property whatsoever in connection with the Event.

(b) By CORPORATION. The CORPORATION shall hold the LOC and its directors, officers, employees and agents (the "LOC Indemnified Parties") harmless from, and defend the LOC Indemnified Parties against, any and all claims or liability for any injury or damage to any person or property whatsoever when such injury or damage shall be caused by the act, negligence, or fault of, or, omission of any duty with respect to the same by the CORPORATION, or its employees, which shall include training and competition.

7. Term; Termination; Consequences of Termination.

(a) Term and Termination. The Term of this Agreement shall commence on the date first set forth above and shall continue through and including the date one hundred twenty (120) days after the completion of the Event.

(b) Termination Due to Breaching Party's Failure to Cure. A non-breaching party may terminate this Agreement if the breaching party fails to cure its breach of any duty under the Agreement Documents within thirty (30) days of notice of that breach.

(c) Damages. Neither party will (by reason of termination of this Agreement) be liable to the other party for compensation, reimbursement or damages claimed on account of lost profits or prospective profits, anticipated sales, expenditures, investments, consequential damages, levies or commitments of any nature whatsoever.

8. Miscellaneous.

(a) Notices. All notices, requests or communications required or permitted to be given under this Agreement shall be in writing and delivered by hand, by air courier or sent by registered or certified mail, Return Receipt Requested, to the party address as set forth above. Any such notice, request or other communication will be deemed to have been received on the day of delivery or transmission, but if that day is a Saturday, Sunday or legal holiday at the location of the recipient, then the notice, request or other communication will be deemed to have been received on the following day that is not a Saturday, Sunday or legal holiday at the location of the recipient.

(b) Arbitration; Costs. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association, except that the parties shall be entitled to reasonable documentary and deposition discovery from each other, which shall be limited to the matters in dispute. A judgment upon the award rendered by the arbitrator shall be final and non-appealable, and may be entered into any court having jurisdiction thereof. The arbitration proceeding shall be conducted by an arbitrator mutually agreed upon by both parties with experience in contract law and held in Colorado Springs, Colorado. In any action, suit or proceeding brought to enforce this Agreement or to collect damages as a result of a breach

thereof, the prevailing party in such action, suit or proceeding shall be entitled to collect from the other party all of its costs and expenses incurred in connection with such proceeding, including but not limited to reasonable attorney's fees, court costs and expert witness fees.

(c) Governing Law. This Agreement is governed by and construed according to the laws of the state of Colorado, without regard to the conflict of laws, rules of the state of Colorado or of any other jurisdiction.

(d) Entire Agreement. This Agreement, including all Addenda, contains the entire understanding between the parties relating to the subject matter herein contained. Any amendment to this Agreement must be in writing and signed by both parties. The parties agree that the Addendums are an integral part of this Agreement.

(e) Survival. The parties' respective representations, warranties and covenants shall survive termination of this Agreement.

(f) Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not in any way invalidate the remainder of this Agreement, all of said provisions being inserted conditionally on their being considered legally valid. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of the Agreement is not frustrated.

(g) Relationship of the Parties. The relationship between the parties is that of an independent contractor, and each party agrees that it has not and will not hold itself out as, nor will either party be deemed to be, an agent of the other party.

(h) Binding on Successors; Assignment. This Agreement will inure to the benefit of and will be binding upon the parties and their respective successors and assigns. However, the rights and duties under this Agreement may not be assigned, delegated, or transferred by any party without the written consent of the other party, except that CORPORATION may assign any rights and delegate any duties hereunder to its subsidiaries or affiliates.

(i) Headings. All headings in this Agreement are for convenience only, and will not affect their meaning or interpretation.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS THEREOF, the parties have executed this AGREEMENT this _____ day of _____, 2009. The LOC must execute this Agreement within **30 days** of receipt of Agreement. Failure to execute this Agreement within the specified time period may result in the Event being taken away with no refunds of any kind.

CORPORATION:

USA Weightlifting, Inc.

By: _____
Chief Executive Officer

By: _____
Chairman of the Board

Date: _____

Date: _____

AGREED AS TO FORM

By: _____ **Date:** _____

Steven B. Smith, Partner
Holme Roberts and Owen
90 S. Cascade Ave., Suite 1300
Colorado Springs, CO 80903

Local Organizing Committee: _____

By: _____ **By:** _____

Meet Director

Print name: _____

Date: _____

competition

Warm-up Room:

1. Minimum of six 8' x 8' platforms made of two layers of $\frac{3}{4}$ " plywood, screwed together
2. Minimum of 187 kg weight sets for each platform (men's and women's bars for each platform)
3. Chalk & resin boxes
4. Chalk & resin
5. Warm-up room scoreboard (dry erase) or chalk board with chalk and eraser
6. 10 dry erase markers and 2 erasers
7. Marshals table and chairs
8. Four 2-way radios: Marshal, Jury, Announcer and Competition Sec'y
9. Two chairs for each warm-up platform
10. Closed circuit TV (competition platform to warm-up room)
11. VCR attached to warm-up room TV for recording competition
12. Drinks in sealed containers or coolers for athletes (water/sports drink)
13. Warm-up room must be on same floor and not more than 200 feet from the competition platform
14. All necessary paperwork will be provided by the National Office (i.e. score sheets, weigh-in sheets, marshal cards, etc.)

Medical Area:

1. Doctor on duty for every session (coordinate with USAW's Medical Committee chair)
2. Close to warm-up room
3. Ice and bags available for medical
4. Two massage tables

Training Area:

1. Separate from warm-up room (possibly in another room/facility)
2. Minimum of two (preferably four) 8' x 8' platforms made of two layers of $\frac{3}{4}$ ' plywood, screwed together
3. Minimum of 187 kg weight sets for each platform (men's and women's bars for each platform)
4. Chalk & resin boxes
5. Chalk & resin
6. Squat racks for each platform
7. Two chairs for each training platform
8. Available from 7 a.m. – 10 p.m.

Hospitality Room for Officials, VIPs and USAW Staff only:

1. Some type of meal for breakfast, lunch and dinner
2. Coffee and other drinks
3. Tables and chairs
4. In close proximity to competition venue

Doping Control – United States Anti-Doping Agency (USADA)

1. See separate packet from USADA

Competition Secretary's Room:

1. At venue or hotel (if within a 5 minute walk)
2. Tables and chairs
3. Photocopy machine
4. PC or laptop with compatible printer and disc drive capability

Official Weigh-In Room:

1. At hotel of venue (if within a 5 minute walk)
2. Certified scale
3. Tables and chairs
4. Holding area for athletes
5. Restroom in close proximity
6. Passes for warm-up room

Weight Check Room:

1. Close proximity to official weigh-in room
2. Certified scale(s)

Sauna:

1. Must be open and available early (6:00 a.m. – Midnight)
2. Close proximity to hotel and/or venue

Credentials:

1. For all athletes, coaches, officials, staff & vendors (suggest color coding to identify areas of access)

Awards:

1. Medals for 1-2-3 place in the Total only for each division being contested. LOC may provide additional awards for the lifts too, if so desired. LOC must provide medals for Snatch, Clean and Jerk and Total for the National Championships.
2. Best lifter Male/Female
3. 1-2-3 place Team Awards Men and Women
4. Award stand (dais)

Personnel:

1. Loaders: 2-3 groups of 4 loaders, alternating
2. Chief loader
3. Scoreboard:
 - a Option 1: 2-3 groups of 3, alternating
 - b Option 2: 2-3 groups who are computer literate (can operate excel), alternating
4. Marshals: 2-3 groups of 3 marshals, alternating
5. Chief marshal
6. Warm-up room scoreboard attendants: 3 people, alternating
7. 10-15 doping control escorts
8. Medal ceremony and presenter of awards

Banquet:

1. Sunday night~8 p.m. if applicable

Concession stand for athletes, coaches and audience

Area for Official USAW Merchandise sales:

1. Four 8' tables shaped in a "U" and one ½ table in back with 2-3 chairs

Hospitality/VIP Room for USAW LOCs, Board of Directors and Dignitaries (Optional):

1. Heavy hors d'oeuvres
2. Wine and/or beer
3. Table and chairs

Hotel:

1. Minimum of 100 room guarantee
2. Competitive pricing (Hotel rates in excess of 4100 should be avoided; \$70-\$80 is preferred)
3. Banquet/meeting room availability Thursday-Monday
4. Restaurant in hotel or within a 1-2 block radius
5. Parking availability at no cost

Transportation- included in entry form:

1. Name of most convenient airport to fly into
2. Shuttle from airport to hotel for arrival and departure
3. Size of shuttle(s), how many and how often do they run
4. Cost
5. Rental cars available

If venue not in hotel, transportation must be provided to athletes, coaches and staff free of charge.

ADDENDUM B

USA WEIGHTLIFTING EQUIPMENT SPONSORSHIPS

The LOC agrees to use of the CORPORATION'S barbell equipment sponsor, for any equipment supplies required to conduct the Event. If LOC desires to use a different barbell manufacturer, LOC must first get approval from CORPORATION.

At the time of this agreement, *Werksan USA* is CORPORATION's official barbell sponsor and agrees to provide use of barbell equipment and platforms at no cost to the LOC. Manufacturer will include with the shipment, an inventory list detailing the amount of equipment shipped, the replacement cost of the equipment and specific instructions on how the equipment is to be re-packed for return shipment. Manufacturer reserves the right to bill LOC directly for refurbishment of equipment.

For purposes of this agreement, the "equipment package" includes the sponsor-provided barbell equipment and platforms and the CORPORATION's timing system, signage and sponsor signage.

LOC agrees to pay to CORPORATION, in advance of the Event, an amount of **\$3,500** to cover LOC's share of the estimated overall expense to facilitate shipping and storage of the equipment package from Event to Event. Estimated cost for **shipping** is based on commercial volume rate quotes for 15,000# lbs. from Event to Event and averaged over the number of Events using the equipment in the calendar year in which the Event is being held. **Storage** estimate is based on monthly commercial storage rates in between Events and averaged over the number of Events using the equipment in the calendar year in which the Event is being held. If LOC is able to provide adequate, secured storage space prior to or following the Event, LOC will be given credit accordingly.

In addition to shipping and storage, LOC will be responsible for coordination and associated cost of handling the equipment pre- and post-Event, including but not limited to the following:

- any additional charges assessed by commercial shipper for truck with lift gate if storage/venue does not have a loading dock;
- appropriate truck to move equipment from local storage facility to venue prior to Event OR to move equipment from venue to local storage facility following Event;
- forklift with extensions;
- forklift operator;
- any storage and/or delivery requirements unique to particular venue.

The CORPORATION and its Sponsor shall provide insurance for equipment while in custody of the LOC.

ADDENDUM C

PERFORMANCE BOND REQUIREMENTS

If required, LOC may satisfy the requirements for a performance bond by accomplishing either of the following options:

1) LOC agrees to deposit with USA Weightlifting by _____, 20____, the sum of \$10,000 with the CORPORATION, which shall be held by the CORPORATION as a performance deposit. If the CORPORATION determines, on the day immediately prior to the commencement of the Event, that everything is in order and that there are no unusual outstanding obligations or incidents of failure to make payments by LOC, then the CORPORATION shall return up to \$5,000 to LOC.

Likewise, thirty (30) days after the completion of the Event, if the CORPORATION is satisfied that there are no outstanding obligations in connection with the Event and there are no pending or threatened legal claims, then the CORPORATION shall return the remainder of the deposit. In the Event that one or more third-parties threatens or asserts a claim against the CORPORATION, the CORPORATION may retain that portion of the deposit necessary to cover the monetary value of the unperformed obligation and/or the CORPORATION's potential exposure; or

2) LOC may provide to the CORPORATION a performance bond (the "Bond") in an amount of no less than \$10,000, the specific terms and conditions of which shall be discussed by the parties and subject to the CORPORATION's approval.

In any case, USA Weightlifting agrees to return the performance deposit, less any amounts withheld, no later than 30 days after the end of the Event. The LOC must submit a list with contact information of any third-party agreements or commitments to the CORPORATION thirty (30) days prior to the commencement of the Event.

ADDENDUM D

PROVISIONS FROM USOC CONTENT AGREEMENT

The LOC agrees to uphold the CORPORATION's **CONTENT LICENSE AGREEMENT** with the UNITED STATES OLYMPIC COMMITTEE (USOC), granting exclusive rights to the USOC to all production, distribution, display, performance, exploitation, promotional and advertising rights of any and every kind and in all media now known or hereafter devised in and to Sports Content (as defined below) for all commercial purposes, in all languages and versions, including, without limitation, the right to produce, reproduce, distribute, publicly perform, publicly display and prepare derivative works of the Sports Content. Without limiting the generality of the foregoing, the USOC reserves, without limitation, the following exclusive rights:

To reproduce, store, transmit, retransmit, display, perform publicly, distribute, host, modify, edit, collate, interpolate, create derivative works of, technologically manipulate, publish, print, Broadcast (as defined below), and otherwise use and exploit the Sports Content and to authorize third parties to do any or all of the foregoing;

To create Sports Content in any format, including audio, visual and/or audiovisual recordings of any Event relating to the Sport in any format;

To Broadcast in live, time-shifted, pay-per-view, personal video recorder and on-demand (including, but not limited to, download-to-own and download-to-rent) formats;

To produce and market DVDs, tapes, videogames or other entertainment products containing Sports Content which may be commercially released for profit;

To solicit globally viewers or users of the Sports Content over the Internet, irrespective of place of receipt (home, office, Internet café, or other public place); and

To advertise and promote the Sports Content, and to sell advertising for insertion and/or serving on all programming, products or services containing the Sports Content, including enhancements, without any restriction as to the purchasers thereof.

Should USOC decline to provide Broadcast, webcast, stream, or other similar such services, as stated above, for the EVENT, LOC may request alternate Broadcast (or other similar services) service provider(s), subject to prior written approval from the USOC and the CORPORATION. Proposed Broadcast, webcast, stream, or other similar service provider(s) must be submitted to CORPORATION at least sixty (60) days in advance of the EVENT for submission to, and review by, the USOC, and may be subject to the USA WEIGHTLIFTING EVENT VENDOR AGREEMENT.

For purposes of this Addendum, the term "Broadcast" means the transmission or re-transmission of audio, visual and audiovisual programming by electronic signals in any medium and by any means or manner now known or hereafter devised, including, without limitation: (a) television-receivable signals, including, but not limited to, over-the-air VHF and UHF signals, and transmission by cable, wire, fiber, microwave, satellite, master antenna and direct broadcast satellite, (b) radio-receivable signals, including, but not limited to, digital satellite and cellular signals, (c) computer-receivable signals, including, but not limited to, transmission via the Internet or any successor or comparable communications network, and (d) signals distributed, transmitted, or retransmitted through a combination of any of the above technologies, including, but not limited to, interactive television and all interactive multimedia products.

For purposes of this Addendum, the term "Sports Content" means (a) text, including, without limitation, narrations, commentary, depictions and transcriptions, and (b) audio, visual and audiovisual images,

descriptions and recordings, including, without limitation, drawings, photographs, animations and film; all of the foregoing in any medium or format now known or hereafter devised and any combination thereof (including, without limitation, multimedia), related in any way to any and all games, trials, tournaments and/or Events relating to the Sport that are owned by the NGB.

ADDENDUM E

SALE OF USAW LICENSED MERCHANDISE

The following is an optional agreement between the CORPORATION and LOC, execution of which shall be indicated by signatures (below.) Absence of signatures indicates that this optional agreement has not been exercised.

CORPORATION hereby grants permission for LOC to sell USA Weightlifting merchandise and apparel at the Event, retaining 10% of sales, under the following conditions:

- CORPORATION will provide merchandise to sell at the Event;
- CORPORATION will bear cost of shipping merchandise to the Event;
- The LOC will provide suitable space to display and staff to sell merchandise;
- The LOC will pay to CORPORATION 90% of retail of any merchandise not returned to CORPORATION within two (2) weeks following the Event;
- The LOC will bear cost of shipment of returning unsold merchandise to CORPORATION.

FURTHER, LOC may produce and sell an Event-specific tee shirt, retaining 100% of proceeds from sale of Event-specific tee shirt.

USA Weightlifting

Date

Local Organizing Committee

Date

ADDENDUM F

USA WEIGHTLIFTING EVENT VENDOR AGREEMENT

THIS USA WEIGHTLIFTING EVENT VENDOR AGREEMENT (“Agreement”), dated this _____ day of _____, 200__ (“Effective Date”) and is between USA WEIGHTLIFTING (“USAW”), whose offices are located at 1 Olympic Plaza, Colorado Springs, CO 80909, and _____ (“Vendor”), whose offices are located at _____.

RECITALS

WHEREAS, USAW is the National Governing Body for the sport of weightlifting in the United States, and in that role hosts or sanctions a number of regional, national, and international weightlifting competitions; and

WHEREAS, Vendor desires to sell merchandise or services at one or more USAW-sanctioned competitions (the “Events”);

WHEREAS, USAW controls the rights to sell merchandise at USAW-sanctioned Events and desires to license Vendor to sell merchandise or services at one or more Events on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, USAW and Vendor hereby agree as follows:

AGREEMENT

1. **License to Sell.** USAW hereby grants to Vendor the right and license to sell merchandise and services, identified in Exhibit A, on the premises of the Events. Vendor agrees to abide by any and all location-specific rules, regulations and limitations that may exist at any venue of an Event.
2. **Royalties.** Vendor agrees to pay to USAW a ten percent (10%) royalty on all gross profits earned from sales at the Events. For purposes of this Agreement, gross profits means gross sales of merchandise and services at the Events less returns thereof. No direct or indirect expenses of Vendor will be involved in the calculation of gross profits. Payments will be remitted to USAW within thirty (30) days of the end of any Event. Payments not received within thirty (30) days will be subject to a 12% annual interest rate, compounded monthly, until such payment is made.
3. **Record Keeping and Audits.** Vendor agrees to keep legible and accurate records of all sales made at the Event and to maintain those records for two (2) years. USAW shall have the right to inspect and audit those records at any time upon fourteen (14) days prior written notice.
4. **Representations and Warranties.** Vendor represents and warrants as follows:
 - (a) No product or service sold by Vendor at any Event will infringe on any copyright, trademark or patent right of USAW or any third party.
 - (b) Vendor has the right and authority to execute this Agreement, it is not a party to any agreement or understanding, and there is no other impediment or restriction, that limits, prohibits or prevents Vendor from fulfilling its obligations hereunder.

5. **Indemnity.**

Indemnification by Vendor. Vendor shall defend, hold harmless and indemnify USAW from and against any and all claims, actions, liabilities, losses, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with:

(a) A breach by Vendor of any representation, warranty or covenant set forth in this Agreement or in any other Agreement Document;

(b) Any act, activity or omission of Vendor or any of its employees, representatives or agents, including activities at the Event; or

(c) Any actual or alleged infringement of any patent, trademark, trade name, trade dress, copyright or other right.

6. **Term; Termination; Consequences of Termination.**

(a) Term and Termination. The Term of this Agreement shall be for the duration of the Event and this Agreement shall terminate upon the conclusion of the Event.

(b) Termination Due to Breaching Party's Failure to Cure. A non-breaching party may terminate this Agreement if the breaching party fails to cure its breach of any duty under the Agreement Documents within thirty (30) days of notice of that breach.

(c) Damages. Neither party will (by reason of termination of this Agreement) be liable to the other party for compensation, reimbursement or damages claimed on account of lost profits or prospective profits, anticipated sales, expenditures, investments, consequential damages, levies or commitments of any nature whatsoever.

(d) No Publicity. In the Event of termination for any reason, Vendor shall refrain from making any use or reference to the name of USAW in any promotional materials or commercial dealings.

7. **No Publicity.** Vendor will not, without the prior written consent of USAW, refer to USAW in any manner in press releases, advertising or other public or promotional statements or otherwise disclose the fact that Vendor is selling goods or services at USAW Events.

8. **Nonexclusive.** Vendor acknowledges that this Agreement is not exclusive and that USAW may have many agreements with other vendors.

9. **Notices.** All notices, requests or communications required or permitted to be given under this Agreement shall be in writing and delivered by hand, by air courier or sent by registered or certified mail, Return Receipt Requested, to the party address as set forth below. Any such notice, request or other communication will be deemed to have been received on the day of delivery or transmission, but if that day is a Saturday, Sunday or legal holiday at the location of the recipient, then on the following day that is not a Saturday, Sunday or legal holiday at the location of the recipient.

10. **Disputes and Arbitration.** All claims and disputes that are not resolved through negotiation between USAW and the Vendor and (1) are between Vendor and USAW and (2) arise out of or relate to this Agreement between Vendor and USAW or to its performance or breach (including any tort or statutory claim) ("Arbitrable Claims"), shall be arbitrated under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), in English at Colorado Springs, Colorado, before one neutral arbitrator. All documents and information relevant to the claim or dispute in the possession of any party

shall be made available to the other party not later than sixty (60) days after the demand for arbitration is served, and the arbitrator may permit such depositions or other discovery deemed necessary for a fair hearing. The hearing may not exceed one (1) day. The award will be rendered within one hundred twenty (120) days of the demand. The arbitrator may award interim and final injunctive relief and other remedies, but may not award punitive damages. No time limit herein is jurisdictional. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction.

11. **Attorneys' Fees.** The prevailing party in any arbitration or court action or proceeding may be awarded its reasonable attorneys' fees, expenses and costs.

12. **Governing Law.** This Agreement and all agreements between Vendor and USAW will be governed by and construed according to the laws of the state of Colorado, without regard to the conflict of laws, rules of the state of Colorado or of any other jurisdiction.

13. **Survival.** The parties' respective representations, warranties and covenants shall survive termination of this Agreement.

14. **Relationship of the Parties.** The relationship between USAW and Vendor is that of an independent contractor, and each party agrees that it has not and will not hold itself out as, nor will either party be deemed to be, an agent of the other party.

15. **Severability.** If any provision of this Agreement or of any other agreement between Vendor and USAW is held invalid or unenforceable, it will be so held to the minimum extent required by law and all other provisions will remain valid and enforceable.

16. **Binding on Successors; Assignment.** This Agreement will inure to the benefit of and will be binding upon the parties and their respective successors and assigns. However, the rights and duties under this Agreement may not be assigned, delegated, or transferred by any party without the written consent of the other party, except that USAW may assign any rights and delegate any duties hereunder to its subsidiaries or affiliates.

17. **Headings.** All headings in this Agreement are for convenience only, and will not affect their meaning or interpretation.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this USAW Event Vendor Agreement to be duly executed as of the day and year first above written.

USA Weightlifting, Inc.

VENDOR

By: _____
CEO

By: _____
(Signature of Owner, Officer or other
Authorized Employee)

Address: _____

Address: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

Attention: _____

Attention: _____

Print Name and Title

Print Name and Title

PLEASE PRINT 2 COPIES OF THIS AGREEMENT, SIGN BOTH COPIES AND MAIL TO:

CEO
USA Weightlifting, Inc
1 Olympic Plaza
Colorado Springs, CO 80909

Should you have any questions, do not hesitate to contact USA Weightlifting:

Phone: 719-866-4508

Fax: 719-866-4741

Email: usaw@usaweightlifting.org

*The purpose of this **SAMPLE** agreement is to give potential meet organizers the opportunity to see an example of what all is entailed in running a USA Weightlifting Event. Keep in mind that portions of this agreement may change from time to time and any changes would be incorporated in the final version of a contract between USA Weightlifting and the meet organizer.*

Also, portions of this agreement are negotiable and such negotiations would take place between the CEO or another person designated by USA Weightlifting and those individuals who are responsible for the successful running of the competition.