USHJA OUTREACH PROGRAM
HOST AGREEMENT
Between
United States Hunter Jumper Association, Inc.

This agreement (Agreement), dated _____, is entered into by and between the United States Hunter Jumper Association, Inc., a New York not-for-profit corporation with its principal place of business at 3870 Cigar Lane, Lexington, KY 40511 ("USHJA") and _____ ("Competition Manager") with its principle place of business at _____ [Address]. The Competition Licensee and Competition Manager shall hereinafter be collectively referred to as Host.

This agreement is binding upon the parties for consideration and upon the following terms and conditions:

Section 1. Term of Agreement - This Agreement shall be effective and binding upon the parties from the date of signing of this Agreement through November 30, 2022.

Section 2. **Host -** The Host will host the USHJA Outreach Classes or Competition ("Event") on the dates and at the location and upon the terms specified and agreed upon in this Agreement.

Section 3. Host Requirements - The Host agrees to host the Event in accordance with the following terms and conditions:

A. Host will hold the Event(s) as follows location(s):

1. Competition/Series Name:
2. Dates of competition:
3. City
4. State

B. Changes to Location, Date, or Management: If Host wishes to change the location, date, or show management written, written notice must be provided and received by USHJA at least fifteen (15) days prior to the Event date(s) listed in Section 3.A.. Host acknowledges and agrees that USHJA is not required to approve any changes and said decision(s) remains solely in the discretion of USHJA. Upon approval, Host must notify exhibitors of the change(s) via website, e-mail, signage, and prize list.

C. Outreach Host and Specifications: Host agrees to operate the Event in accordance with the Host Application and Outreach Specifications for the

Category of Outreach Event being offered. Any deviations from the Event Outreach specifications or format is not permitted without the prior written consent from the USHJA.

D. Host shall fulfill all of the Outreach post competition requirements outlined in the USHJA Outreach Specifications**.**

E. Signage: Host agrees to hang USHJA Outreach posters by show office, and USHJA banners in prominent areas.

F. This Agreement must be signed by the Competition Manager and must be returned to USHJA along with the required competition host fee within thirty (30) days of competition. Delivery which provides acknowledgement of receipt is recommended. The USHJA is not responsible for items which are not delivered.

G. Event Cancellation: Host acknowledges and agrees that if USHJA should have to cancel Event for any reason whatsoever; USHJA shall not be responsible for payment to or reimbursement of Host for any fees, costs or other expenses related to hosting Event.

Section 4. USHJA Requirements

A. USHJA shall provide a listing of all Outreach on the USHJAWebsite (www.ushja.org) and other appropriate media outlets.

B. USHJA shall provide access to the Association's discount ribbons, awards and trophies web portal.

Section 5. **USHJA Property -** The USHJA Outreach Program is the exclusive properties of the USHJA, and may only be held with USHJA prior written permission, and only in accordance with the terms of this Agreement.

Section 6. **Trademarks -** USHJA is the sole owner of certain trademarks, including but not limited to any logo(s) provided to Host for use by Host in conjunction with its hosting of the Event. The USHJA name and/or logo may not be usedby Host for any purposes other than that limited use specified herein. Host may not provide logo(s) to any other entity or individual for any purpose whatsoever. Use of the USHJA logo(s) on items for re-sale is strictly prohibited without awritten licensing agreement between USHJA and Host. Host must receive express, written permission from USHJA prior to using the USHJA logo, name, or brand in order to promote or support any event or program.

Host may secure sponsorship for the Event with the exception of those which are in conflict with USHJA Official Sponsors.

https://www.ushja.org/about-us-and-news/sponsors-and-partners/sponsors

Should a Host secure a sponsor, the wording and title of the listed sponsorship

shall be as follows:

USHJA Outreach Classes or Competition - Hosted or Supported by Local Sponsor

Please note that due to trademark regulations, your sponsor cannot be included in the title line.

Section 7. Media and Communications, Photography, Videography and Broadcast (*applicable to Category 3 and Outreach Festivals)*

A. Competition Management agrees to provide a point of contact to coordinate media communications about the Event(s) with USHJA staff. This individual's contact information will be made available to USHJA at least 60 days prior to the competition. Competition Management agrees to coordinate media coverage and press releases with USHJA in the promotion of Event(s).

B. Competition Management agrees that if it produces written or other formatted articles about the Event(s), and/or is interviewed for or quoted in any articles regarding the Event(s), competition management will share on request any news articles/press copy within its control, and will notify USHJA and provide the name of the reporter, magazine or news source. USHJA, in its discretion, may contact any reporter or news source regarding the above.

C. Competition Management agrees that the USHJA Property may be photographed, videotaped, audio taped or otherwise recorded, and broadcast by USHJA Staff or its agents, and further agrees that photographs, videotapes, or other recordings taken by USHJA Staff or its agents are the sole and exclusive property of USHJA. The images may be reproduced, preserved, distributed and used without limitation by USHJA for any purpose, including sale.

D. Competition Management agrees to make prior arrangements with the *official show photographer* to provide USHJA with complimentary images of the award presentations and competition shots per contracted Event(s). USHJA and the official show photographer will agree on a shot list in advance. The photographer shall grant USHJA full reproduction rights for promotional and editorial purposes. USHJA agrees to provide proper photo credit on all uses of any utilized images.

E. Broadcasting - USHJA retains exclusive broadcast and media rights to all USHJA properties. Competition Management agrees that all livestream, video webcasting or televised access of a USHJA property must receive prior written approval by USHJA. USHJA reserve the right to grant broadcast rights to Competition Management for the term of this Agreement, and if granted shall provide USHJA access to this content. USHJA reserve the right to grant exclusive broadcast rights to the Event(s) worldwide to the media outlet of USHJA choosing for the term of this Agreement, but USHJA shall retain ownership of contents.

Section 8. Penalties and Forfeiture - Host acknowledges and agrees that failure to comply with and fulfill the terms and conditions of this Agreement may result in all proper and necessary action by USHJA including, but not limited to the following: (1) USHJA refusal to accept future applications for similar Events from Host Competition and/or Competition Manager, (2) the termination and/or modification of existing Agreements for Events with Host Competition, Competition Licensee and/or Competition Manager and (3) removal of current Event from Host Competition, Competition Licensee and/or Competition Manager and (4) all legal and other remedieswhich may be deemed appropriate.

Section 9. Agreement Termination - Either party may terminate this Agreement by providing ninety (90) days written notice to the other delivered by overnight service with proof of delivery.

Section 10. Release of Liability and Hold Harmless Provision - In consideration for its participation in the USHJA Outreach Program, Host agrees to fully and forever release the United States Hunter Jumper Association, Inc (USHJA) from any and all liability due to accident, injury, damage or loss, economic and non-economic, that may occur during or as a result of Hosting the Event(s). In addition, Host agrees to forever defend, hold harmless and indemnify USHJA from any and all claims, damages, actions, losses, both economic and non-economic, and related costs, including reasonable attorney's fees, which may arise out of or in conjunction with Host's participation in the USHJA Outreach Program and the hosting of the Event(s).

Section 11. Entire Agreement - This Agreement, once it is signed by the parties, is the final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

Section 12. Amendments - This Agreement contains the entire agreement of the parties and may not be modified, supplemented, amended or revised except in writing and upon the mutual agreement of the signing parties.

Section 13. Assignment - This Agreement may not be assigned without the express written consent of the parties.

Section 14. Authority to Contract - Each party represents and warrants that it has the right, power and authority to enter into this Agreement, grant the rights and benefits herein described and satisfy the obligations hereunder.

Section 15. Governing Law and Dispute Resolution - This Agreement is governed by and intended to be as broad and inclusive as allowed by the laws of the State of New York. If any portion thereof is held invalid, the remainder of the Agreement shall continue in full legal force and effect. Any legal action arising from or related to this Agreement must be brought in an appropriate court of jurisdiction in the State of New York.

USHJA Outreach Program Host

Sign: _____

Print: _____

Title: _____

Date: _____

United States Hunter Jumper Association, Inc.

By: _____

Name: Kevin P. Price

Title: USHJA, Executive Director

Date: _____

Name
Competition Manager

Sign: _____

Print: _____

Title: _____

Date: _____