

WGI CIRCUIT PARTNER MASTER AGREEMENT

This Circuit Partner Master Agreement (the "Agreement") by and between

FULL CIRCUIT PARTNER NAME: _____

ADDRESS / CITY / STATE / ZIP: _____

WEBSITE: _____

("Circuit Partner") and Winter Guard International, Inc., 1994 Byers Rd, Dayton, OH, 45342 ("WGI") shall be effective on the date of the last execution signature below through June 30, 2026.

Circuit Partner desires to associate with WGI to advance the Circuit Partner' mission, and WGI likewise desires to associate with the Circuit Partner to advance WGI's mission. The following terms constitute an agreement made between Circuit Partner and WGI regarding the relationship between the parties. WGI and Circuit Partner may agree on additional and supplemental contract terms in the future, which shall become a part of this Agreement only if they are duly executed in writing.

Circuit Partner and WGI now agree as follows:

I. GENERAL TERMS AND CONDITIONS

- A. Circuit Partner shall be an entity with an existence that is separate from, and independent of, any particular individual. Ordinarily, a Circuit Partner will be a private organization established as a legal entity under the laws of its home state. Other forms of organization for a Circuit Partner may be approved by WGI on a case-by-case basis and at WGI's sole discretion, so long as the Circuit Partner has a leadership structure that provides for meaningful leadership and oversight by more than two individuals. WGI and Circuit Partner are independent entities, with no partnership, joint venture, or agency relationship between them.
- B. This Agreement may be terminated by either party at any time for any reason, with or without prior notice, with or without cause, and without penalty. Termination of this Agreement shall not relieve either party of liability for breaches of the Agreement occurring prior to its termination.
- C. Circuit Partner shall follow all WGI rules and adjudication manuals for all WGI classes of competition offered at their events.

II. PARTICIPANT PROTECTION

- A. Circuit Partner shall comply with all applicable laws, including those of the state in which the organization is based. All laws relating to the protection of participants within youth-serving organizations must be strictly observed.
- B. Circuit Partners are required to comply to the [WGI Code of Conduct](#) without exception. Circuit Partner shall disseminate WGI's policies concerning participant protection and safety to all its leaders, staff, and participating groups and shall ensure that its leaders and staff adhere to those policies. All such WGI policies are available on [WGI.org](#).
- C. Circuit Partner shall also independently maintain effective internal policies and procedures for the protection and safety of participants in its events, including without limitation the ability of any individual to report suspected misconduct to the leadership of the Circuit Partner without reprisal. This also includes the responsibility to respond to all complaints or reports of policy violations by conducting an effective internal investigation, reporting the matter to the appropriate external authorities as may be necessary and taking appropriate and effective remedial action under the circumstances. Circuit Partner's policies and procedures must provide at least as much protection to participants as the WGI Code of Conduct and related policies and procedures.
- D. If a Circuit Partner becomes aware of any information—whether oral or written, "informal" or "formal"—that suggests a potential Code of Conduct violation connected to individuals or activities associated with the Circuit Partner, WGI must be immediately notified in writing to the extent permitted by local, state, and federal privacy laws.
- E. WGI defines misconduct as follows:

- Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable local, state, and federal law, including without limitation so-called “victimless” activities such as prostitution, pornography, and indecent exposure;
- Any misconduct in which actual or suggested sexual relations is an element;
- Any harassing conduct pertaining to, in whole or in part, an individual’s sex, gender, sexual orientation, or gender expression; and
- Any conduct involving harm to a minor.

F. Circuit Partners shall promptly and fully respond to all WGI requests for information regarding their compliance with this Agreement, subject to applicable local, state, and federal privacy laws. This obligation includes full cooperation in any compliance audit or inquiry into alleged misconduct.

G. If WGI informs Circuit Partner that WGI has restricted in individual or group’s ability to participate in WGI-related activities pursuant to the WGI Code of Conduct and its related policies and procedures, then Circuit Partner shall similarly restrict that individual or group’s ability to participate in Circuit Partner-related activities to the same extent. The Circuit Partner’s obligation to implement these restrictions is unconditional and arises immediately upon begin informed of WGI’s restrictions and is not dependent upon any investigation conducted by the Circuit Partner. While WGI may disclose information to the Circuit Partner related to the reasons for WGI’s imposition of restrictions on an individual or group, WGI is not required to do so and will retain sole discretion to determine what level of disclosure is appropriate under the circumstances.

III. INTELLECTUAL PROPERTY

A. Circuit Partner shall indemnify and hold harmless WGI and its trustees, directors, officers, agents and employees, individually and collectively, from and against all liability, loss, damages, claims, and expenses (including attorney’s fees) resulting from a claim of copyright infringement, if the claim arises (in whole or in part) of any act or omission of the Circuit Partner

B. Circuit Partner grants permission to use its name and likeness for any advertising and/or educational purpose and releases WGI from all claims, liabilities, and/or damages which may arise from such use with express written consent of Circuit Partner

C. Circuit Partner or any of its participating groups will not use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of WGI including, but not limited to, the terms “WGI”, “Sport of the Arts”, and the WGI logo, or any simulation, abbreviation or adaptation of the same without WGI’s prior, written, express consent. WGI may withhold such consent in WGI’s absolute discretion.

D. WGI grants permission to use The Official WGI Circuit Partner Logo on any Circuit Partner promotional material assuming a current Circuit Partner Master Agreement is on file with WGI and is in good standing.

E. WGI grants Circuit Partner permission to utilize all WGI adjudication score sheets for the duration of one year as outlined in Addendum A. Unauthorized distribution of any copyrighted WGI score sheets would constitute a violation of this Agreement.

IV. LIABILITY

A. Circuit Partner and WGI mutually agree to defend, indemnify, and hold harmless each other, their trustees, directors, officers, agents, and employees, individually and collectively, from and against all claims, suits, losses, injuries, damages, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with the performance of this Agreement or the negligent or willful acts or omissions of their trustees, directors, officers, agents, and employees.

V. MISCELLANEOUS

A. The parties agree that this Agreement shall be construed under the laws of the State of Ohio, and the parties further agree that the federal and state courts located in Ohio shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to this Agreement. The parties irrevocably consent to the jurisdiction of the federal and state courts located in Ohio and agree that such courts are the only proper venue for the resolution of disputes between them.

B. The individual who is executing this Agreement on behalf of the Circuit Partner hereby warrants and represents that he or she has the full power and authority to bind the Circuit Partner to these terms.

C. Any modification to this document renders the entire document void and there shall be no agreement between WGI and the Circuit Partner unless the modification is initialed or otherwise specifically approved in writing by an authorized official of WGI.

D. This Agreement benefits only the parties involved and does not confer rights to any third party.

ACCEPTED:

For: _____

Name: _____

Signature

Title: Position with Circuit

Dated: _____

ACCEPTED:

For WINTER GUARD INTERNATIONAL, INC.

Name: Ron Nankervis



Title: Chief Executive Officer

Dated: September 16, 2025

ADDENDUM A
ADJUDICATION MANUAL & SCORE SHEET
TERMS AND CONDITIONS

These Terms and Conditions (the "Agreement") govern the relationship between WGI Sport of the Arts ("WGI") and the Circuit Partner ("Circuit Partner"). By accessing and using the materials provided by WGI, the Circuit Partner agrees to the following terms and conditions.

I. LICENSE

A. WGI grants the Circuit Partner a non-exclusive, non-transferable, non-sublicensable license to distribute the Work (as defined below) in its exact, original, unaltered form within the Circuit Partner's organization and events for use by employees, event judges, and performing groups registered to participate in Circuit Partner's events. This license is solely for the purpose of facilitating and evaluating indoor marching arts performances in events produced by the Circuit Partner during the Term (as defined below).

B. The "Work" refers to WGI Adjudication Manuals, Rulebooks, and associated Score Sheets which are provided in their exact, unaltered form by WGI.

C. The Circuit Partner shall ensure that no recipient of the Work uses it for any purpose other than for participation in and evaluation of performances at events produced by the Circuit Partner during the Term.

D. The Circuit Partner will not sell, lease, or derive any economic benefit from the Work beyond incidental benefits through events produce by the Circuit Partner.

E. The Circuit Partner shall not, under any circumstances, alter, modify, adapt, or make any additions to the Work, including but not limited to wording, logos, or marks, without the prior express written consent of WGI. The Circuit Partner shall further refrain from removing, obscuring, substituting, or otherwise interfering with the WGI logo or any copyright, trademark, or other proprietary notices affixed to or incorporated within the Work

F. WGI reserves all rights not expressly granted to the Circuit Partner. WGI retains the right to use the Work in any medium or manner without interference from the Circuit Partner.

II. PROHIBITED MODIFICATIONS

A. The Circuit Partner agrees not to modify, translate, edit, or create derivative works from the Work without the express written consent of WGI.

III. PAYMENT

A. In consideration for the license, the Circuit Partner agrees to pay WGI an annual fee for each item of the Work payable in full before WGI delivers the Work.

IV. OWNERSHIP AND PROTECTION

A. The Circuit Partner acknowledges that all rights, title, and interest in the Work, and any modifications or improvements made in violation of this Agreement, are solely owned by WGI. If the Circuit Partner acquires any rights in the Work, they automatically assign such rights to WGI.

B. The Circuit Partner will immediately notify WGI of any infringement, claim, or threat regarding the Work. WGI will have control over any claims or proceedings, and the Circuit Partner will assist WGI in addressing such matters.

C. The Circuit Partner may have access to WGI's confidential information, including business affairs, trade secrets, and proprietary information. The Circuit Partner agrees to protect the confidentiality of such information and

not disclose it to third parties except as required by law or with WGI's written consent.

D. The Circuit Partner agrees not to engage in any activity that could harm WGI's reputation or cause confusion regarding the ownership of the Work.

E. Upon termination of this Agreement, all rights revert to WGI, and the Circuit Partner must destroy or return all copies of the Work.

ACCEPTED:

For: _____

Name: _____

Signature

Title: Position with Circuit

Dated: _____

ACCEPTED:

For WINTER GUARD INTERNATIONAL, INC.

Name: Ron Nankervis



Title: Chief Executive Officer

Dated: September 16, 2025