

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, 2027.

Circuit Partner desires to associate with WGI to advance the Circuit Partner's 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. 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. Circuit Partner shall provide WGI with documentation demonstrating its status as a legal entity upon request or as required by WGI. Acceptable documentation includes, but is not limited to, Articles of Incorporation, Articles of Organization, a Certificate of Incorporation, or a current Certificate of Good Standing issued by the appropriate governmental authority. Once acceptable documentation has been submitted and approved by WGI, Circuit Partner is not required to resubmit proof of legal entity on a recurring basis unless requested by WGI. By signing this Agreement, Circuit Partner certifies that its legal entity remains active and in good standing and no change has occurred that would affect its legal status.
- C. Circuit Partner shall follow all WGI rules and adjudication manuals for all WGI classes of competition offered at their events.
- D. In exchange for the annual licensing fee established by WGI, WGI grants the Circuit Partner the benefits and limited licensing rights set forth in Addendum A, which is incorporated herein by reference.
- E. Circuit Partner agrees to have a designated representative attend all WGI Circuit Partner meetings, whether in person or virtually. Circuit Partner shall also provide WGI with weekly notification of any reclassifications involving groups participating in WGI and an annual report identifying participation totals by competitive class.
- F. 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.

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 Partner is required to **adopt and comply with** the [WGI Code of Conduct](#) without exception. **The Circuit Partner's Code of Conduct must provide at least as much protection to participants as the WGI Code of Conduct.** 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 a group participating in WGI, WGI must be immediately notified in writing to the extent permitted by local, state, and federal privacy laws.

E. Circuit Partner shall promptly and fully respond to all WGI requests for information regarding its compliance with this Agreement, subject to applicable local, state, and federal privacy laws. This obligation includes providing requested documentation and fully cooperating in any compliance audit or inquiry into alleged misconduct.

F. If WGI informs Circuit Partner that WGI has restricted an 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 being 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.

G. Beginning with the **2028 season**, Circuit Partner shall require and monitor annual participant protection training for its membership. Circuit Partners utilizing the WGI Participant Protection Practices (3P) course shall ensure that all required individuals complete the training each season. Circuit Partners that elect not to utilize the WGI 3P course must submit their participant protection training plan to the WGI Director of Participant Protection for approval. Upon request or audit, Circuit Partners must be prepared to provide documentation demonstrating completion of the required training by their membership.

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, from any act or omission of the Circuit Partner

B. WGI may use Circuit Partner's name and likeness for advertising or educational purposes only with the Circuit Partner's express written consent. Circuit Partner releases WGI from claims, liabilities, or damages arising from any use authorized under this Section.

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. Any right granted to the Circuit Partner to access or use adjudicator commentary recordings from WGI-sanctioned events is limited to Circuit Partner's internal educational purposes. The Circuit Partner may not copy, post online, distribute, or otherwise share those recordings outside the Circuit Partner's organization without WGI's prior written consent.

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. MISCELLEANOUS

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. This Agreement is offered by WGI to the Circuit Partner in the exact form presented. Any modification to this document renders the entire Agreement void unless the modification has been 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

A handwritten signature in black ink, appearing to read "Ron Nankervis", with a stylized, flowing script.

Title: Chief Executive Officer

Dated:

ADDENDUM A

WGI CIRCUIT PARTNER LICENSE TERMS AND CONDITIONS

I. ADJUDICATION RESOURCES

- A. In exchange for the annual Circuit Partner licensing fee established by WGI, WGI grants the Circuit Partner the following benefits for the duration of the Agreement, subject to compliance with all terms of the Circuit Partner Master Agreement. The annual licensing fee includes the limited license described below for the use of WGI intellectual property.
- B. As part of the annual Circuit Partner licensing fee, WGI grants the Circuit Partner identified in the Circuit Partner Master Agreement a non-exclusive, non-transferable, non-sublicensable license to use and distribute the following materials solely in connection with the Circuit Partner's administration of its organization and sanctioned events. This license is issued only to the Circuit Partner identified in the Circuit Partner Master Agreement and may not be shared with or used by any other organization or legal entity.
- a. WGI Adjudication Manual and Rulebooks
 - b. Official WGI scoresheets
 - c. WGI Judging Philosophy
 - d. Other materials, whether printed, digital, audio, video, or otherwise, specifically designated by WGI
- C. The license granted under this Addendum is personal to the Circuit Partner and may not be assigned, transferred, shared, or otherwise conveyed, whether voluntarily, by operation of law, or through a merger, consolidation, acquisition, reorganization, other change in ownership or control, or any similar transaction, without the prior written consent of WGI. A separate Circuit Partner license is required for each Circuit Partner organization approved by WGI, regardless of common ownership, management, affiliation, or control.
- D. The licensed materials may be distributed only in their original, unaltered form to Circuit Partner employees, contractors, volunteers, and participating groups for use in events conducted by the Circuit Partner. The Circuit Partner shall not:
- a. Modify, edit, translate, adapt, or create derivative works from any licensed material
 - b. Remove or alter WGI logos, trademarks, copyrights, or proprietary notices
 - c. Sell, sublicense, lease, distribute outside the authorized recipients described above, or otherwise commercially exploit the licensed materials
- E. All ownership and intellectual property rights in the licensed materials remain exclusively with WGI. Any rights not expressly granted are reserved by WGI.
- F. The license granted under this Section automatically terminates upon the expiration or termination of this Agreement, at which time the Circuit Partner shall immediately cease all use and distribution of the licensed materials.
- G. WGI may update or replace the licensed materials from time to time. Upon notice from WGI, the Circuit Partner shall discontinue use of any superseded materials and use only the current versions provided by WGI.

II. PARTICIPANT PROTECTION RESOURCES

- A. The Circuit Partner shall receive the following Participant Protection resources:
- a. Up to three (3) hours of Participant Protection consultation annually
 - b. Guidance regarding Participant Protection questions and policy implementation
 - c. Five (5) complimentary WGI Participant Protection (3P) course registrations annually with discounted pricing for additional registrations
 - d. Up to three (3) complimentary Learning Management System (LMS) administrator accounts for tracking member training completion
 - e. Access to additional Participant Protection resources and educational materials

III. OTHER RESOURCES

- A. The Circuit Partner shall receive the following additional benefits:

- a. Discounted pricing for CompetitionSuite products and services
- b. Access to the WGI Circuit Partner shared drive and resource library
- c. Listing and link on the WGI website (www.wgi.org) as an Official WGI Circuit Partner
- d. Authorization to use the official WGI Circuit Partner logo in accordance with WGI branding guidelines
- e. One (1) complimentary registration for WGIcon