

PEDAL POWER SERVICE CONTRACT FOR PARTICIPATING NON-PROFITS 2010

Purpose

Not-for-profit organizations have raised hundreds of thousands of dollars for their charitable causes using Cascade Bicycle Club events. This service contract sets forth the provisions and requirements for organizations to participate in Cascade Bicycle Club's Pedal Power program which provides this fundraising opportunity. By having an authorized official, staff or representative sign this contract, along with an authorized Club representative, an organization is approved by Cascade Bicycle Club to use Club events as pledge rides for their charitable fundraising as stipulated by the following provisions. No organization may use Cascade events as pledge rides, or the likeness thereof, for their own fundraising purposes without the written consent of Cascade as provided in this contract.

Provisions

1. **Parties.** This Cascade Pedal Power Program Service Agreement ("Contract") is between _____ (Organization) and Cascade Bicycle Club ("Cascade").

2. **Definitions.** For the purpose of this agreement,
 - "Event(s)" refers to the fundraising ride(s) produced by Cascade Bicycle Club:
 - Chilly Hilly
 - Flying Wheels
 - Group Health Seattle to Portland Bicycle Classic
 - RSVP Ride Seattle to Vancouver and party
 - RAW, Ride Around Washington
 - Cascade Spawning Cycle
 - Cascade Kitsap Color Classic

 - "Program" refers to the Pedal Power pledge fundraising program.

3. **Organization's Advertising and Other Event Collateral.**
 - A. All materials and event marketing collateral including but not limited to print, electronic and radio shall prominently display and/or clearly state "*Fundraising is not required to participate in this event*" or some facsimile thereof.

 - B. Cascade requires that the Organization follow the policies below regarding Cascade and sponsor names, logos and likenesses. These policies must be followed in all materials related to the event unless otherwise authorized by Cascade, including but

not limited to event marketing collateral. The policy notwithstanding, the following identification specifics must be used:

- All uses of event logos, names, abbreviations (e.g. STP) and likenesses MUST be reviewed by an authorized Cascade representative for proper design use and Cascade and sponsorship name placement.
- Title sponsor names(e.g. Group Health) MUST always precede the event name, logo, abbreviation or other likeness in all marketing collateral, write ups, etc. (e.g. Group Health Seattle to Portland Bicycle Classic, Group Health STP).
- The event MUST always be identified as produced by Cascade Bicycle Club with the phrase: "A Cascade Bicycle Club Event".
- The Cascade byline "A Cascade Bicycle Club Event" MUST appear directly under all event logos.

4. **Tangible Assets Provided by Cascade.** The following tangible assets will be provided to the Organization by Cascade:

- A. The Event. As a premier sports production company in the Pacific Northwest, Cascade will produce the Event and be responsible for all logistical operations thereof. However, Cascade will not make Event special arrangements for Organizations unless otherwise agreed by Cascade and the Organization nor will Cascade be responsible for any funds lost or not realized due to cancellation of the event or the inability of Organization riders to ride or finish the event for whatever reason(s).
- B. Event Name Licensing. Cascade will provide the Organization with event name licensing rights for their use in promotional and marketing materials under the guidelines stipulated above and in the aforementioned criteria policy. Event name licensing does NOT grant the Organization merchandising rights (i.e. Event merchandise must be coordinated, approved and/or purchased through Cascade). No merchandise may be sold bearing Event(s) name without prior approval of Cascade.
- C. Logos and Messaging. Cascade will provide appropriate Event logos, messaging, etc. in a timely manner for event name licensing use and will distribute a Cascade and Event "Branding Kit." Cascade will not develop Organization Event/Program specific logos, messaging, nor other Organization Program marketing materials and collateral.
- D. Web Marketing. Cascade will provide a Pedal Power Program write-up on its website (19,000 unique visitors per month; 100,000 total visitors per month) and provide an active web link to each Organization's own website.
- E. E-News. Cascade will provide information on the Program and an active link to the Club's Program webpage in Club e-newsletters when appropriate (minimum one per year reaching approximately 50,000 club database contacts each).
- F. Club Newsletter. Cascade will provide a write up on the Program and list Organizations and their contact information in its monthly newsletter, the Courier (approximately 8,600 mailed, 10,500 printed).

5. **Responsibilities of Organizations.** The following items are the responsibility of the Organization:
- A. Contact information. Organization will supply Cascade with the name and contact information for the individual responsible for running the Program (“Director”) and contact information for a designated representative available via phone between normal working hours should problems arise (if different from Director).
 - B. Fee for Service. Organization will pay Cascade a service fee for each Event used as a fundraising ride for the Organization. The fee shall be 10% of all collected pledges and other revenues resulting from participation in Event or \$1,500, whichever is less. Fees are due within six weeks of each Event’s conclusion. Non payment will result in elimination from the Program and may result in legal action.
 - C. Publicity and Marketing. Organization must include Cascade web address www.cascade.org and phone number (206) 522-3222 on all Event and Program marketing pieces. Organization will forward to Cascade copies of all print, web and other publications mentioning Cascade or the Event(s), Pre - and Post (final)-publication. Cascade retains the right to have its image promoted in similar fashion as to how it promotes itself. Organizations failing to adhere to proper Cascade and Event marketing “branding” in a timely manner will be removed from Program.
 - D. Event Producer & Sponsors. Organization shall not in any way promote themselves, partners, or sponsors as the event producer or sponsor of Cascade Event(s)
 - E. Rewards/Prizes/Incentives. Organization will supply all rewards, prizes and incentives to their pledge riders including the cost of Event(s) registration if given as a reward, prize, or incentive.
 - F. Rider Information. Organization will provide Cascade with the following information within six weeks of the conclusion of each Event. Failure to provide the information may result in an expulsion from the Program. Cascade will coordinate the collection of this information which will be used to assess program effectiveness and success.
 - Total number of riders riding for the organization
 - A list of all Organization riders (first and last name only)
 - An accounting of funds pledged and funds actually raised (totals only)
6. **Non-Restriction.** Cascade’s relationship with Organization will not preclude Cascade from entering into supplemental or other agreements with other participating Program Organizations, Club or Event sponsors, businesses, vendors, organizations or other entities.

7. **Event Cancellations.** Cascade will make all reasonable efforts to hold the Event. If for any reason the Event is cancelled, the obligations of each party for that Event will be cancelled. Cascade will have no liability or obligation to reimburse Organization for any funds spent prior to the Event cancellation nor to reimburse any Organization riders for expenditures made related to the event.
8. **Duration of Service Agreement.** This contract covers a single year ending on November 20th of the year on the cover sheet.

CASCADE BICYCLE CLUB

Attn: Pedal Power
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Chuck Ayers, Executive Director

Date

ORGANIZATION: _____

Primary Contact:

Address 1:

Address 2:

City/State/Zip:

Email:

Phone:

Organization URL:

Authorized Agent's Signature

Date

Authorized Agent's Printed Name

Authorized Agent's Title