**WGI CIRCUIT PARTNER MASTER AGREEMENT**

This Circuit Partner Master Agreement (the “Agreement”) by and between CIRCUIT PARTNER NAME, CIRCUIT PARTNER ADDRESS (“Circuit Partner”) and Winter Guard International, Inc., 2405 Cross Pointe Drive, Dayton, Ohio 45342 (“WGI”) shall be effective on the date of the last execution signature below.

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 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.

**II. PARTICIPANT PROTECTION AND SAFETY**

 A. Circuit Partner shall follow all laws applicable to it. In particular, all laws concerning the protection and safety of participants in youth-serving organizations must be adhered to strictly.

 B. Circuit Partner shall disseminate WGI’s policies concerning participant protection and safety to all of its leaders, staff, and participating groups, and shall ensure that its leaders and staff adhere to those policies. All such WGI policies will be available on WGI’s website or upon request.

 C. Circuit Partner shall maintain effective internal policies and procedures for the protection and safety of the youth participating in its events, including without limitation the ability of any individual to report suspected misconduct to the leadership of the Circuit Partner without reprisal.

 D. If the Circuit Partner receives information of any kind (oral or written, “informal” or “formal”) suggesting that misconduct has occurred that is connected in any way to individuals or activities associated with the Circuit Partner, and if the suggested misconduct meets any of the following criteria, then Circuit Partner shall inform WGI of the information in writing immediately to the extent local privacy laws allow:

* Any misconduct of a sexual nature or potentially classifiable as a sex offense under applicable 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.

Circuit Partner shall conduct an effective internal investigation, report the matter to the appropriate external authorities as may be necessary, and take appropriate and effective remedial action under the circumstances.

E. Circuit Partner shall promptly and completely respond to all requests for information from WGI concerning Circuit Partner’s compliance with its obligations under this section II to the extent local privacy laws allow.

**III. INTELLECTUAL PROPERTY**

 A. Circuit Partner shall INDEMNIFY AND HOLD HARMLESS WGI and its directors, employees, and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) resulting from any claim of copyright infringement, if the claim arises (in whole or in part) out 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 shall not use, or permit any of its members to use, WGI’s logo, or any logo or mark substantially similar to or derived from WGI’s logo, for any purpose without the express written consent of WGI’s Executive Director.

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

E. WGI grants Circuit Partner permission to utilize all WGI Adjudication score sheets for the duration of one year. Circuit Partner will not make any alterations of any kind to these materials without the express permission of WGI, including replacing the WGI logo with any substitute logos. Unauthorized distribution of any copyrighted WGI Adjudication materials would constitute a violation of this agreement.

**IV. LIABILITY**

A.The parties 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, their performance of this Agreement for any breach 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.

ACCEPTED: ACCEPTED:

For CIRCUIT PARTNER: For WINTER GUARD INTERNATIONAL, INC.:

Title: Title: Executive Director

Dated: Dated: