

2023 USATF NEW JERSEY LDR GRAND PRIX AGREEMENT

Please carefully read the following guidelines/instructions to ensure all necessary steps are taken to process your Grand Prix Agreement properly and efficiently:

1. Grand Prix Agreement must be received a minimum of 60 days prior to the event. It is in your best interest to get them in early! Mailing address is USATF-NJ, 150 River Road, Suite N-3, Montville, New Jersey, 07045
2. Grand Prix Agreements must be received with a Grand Prix Rights fee of \$75 for the 1st Grand Prix race plus \$25 for each additional event wishing to be a Grand Prix at the same event on the same day. For example: You are hosting a 10k and a 5k at location X, and want both races to be Grand Prix events, your Grand Prix Rights fee will be \$100. **Fees: non-refundable.**
3. If an agreement is accepted by USATF-NJ, the total Grand Prix Rights fee will be retained. The Grand Prix Rights fee is above and beyond Association and National sanction fees. **Sanction Fees are to be submitted and paid online through USATF.org National Website** Please Submit check to USATF-NJ for Grand Prix fees along with Grand Prix paperwork.
4. If an agreement is declined, all the Grand Prix Rights fees will be returned to the race committee.
5. If a race committee fails to meet the Grand Prix Agreement requirements, USATF-NJ reserves the right to revoke Grand Prix status and retain the rights fees. **\$100.00 FINE IF CURRENT 2023 LOGOS ARE NOT USED FOR PAPER APPLICATIONS AND ONLINE WEBSITE. Please Do not use previous years logos!**
6. The USATF-NJ member preregistration discount is required for both online and on the mail in application. *If discount is not provided in online registration, the race is responsible for paying the NJ Association the discount amount for all the USATF-NJ members that signed up for the event including race day registrations.*

RACE DISTANCE: All events are road events. Trail/ XC events not accepted into this Grand Prix!

5k _____ 4 Mile _____ 8k _____ 5 Mile _____ 10k _____ 12k _____ 15k _____
10 Mile _____ 20k _____ Half Marathon _____ 25k _____ Other (List Distance) _____

EVENT DETAILS:

Name of Race: _____
Organization/Individual _____
Day & Date of Race: _____ Start Time: _____
Race Site (Location, Town/City): _____
Race Director Name: _____ Phone _____
Race Director Address: _____
Computer Scoring Company _____ Phone _____

GRAND PRIX REQUIREMENTS:

- USATF-NJ Sanctioned Event on current USATF Certified Course. **SUBMIT SANCTION ONLINE.**
- Pay Required Grand Prix Rights Fee (minimum—see #2 above)
- Sign & submit USATF Trademark Agreement
- Submit Event Information Sheet to USATF-NJ
- USATF-NJ must approve **EVENT DRAFT APPLICATION** prior to printing and distribution \$50 penalty for incorrect USATF information and Grand Prix Requirements. *Provide (1) application to USATF-NJ for review*

What we look for:

- Correct usage of the Grand Prix Logo & USATF-NJ logo and grand prix point designation.
- Required Pre-Entry discount for pre-race registered USATF-NJ Runners.
 - Minimum \$3 Discount for pre-entry event cost \$49 and under
 - Minimum \$5 Discount for pre-entry event cost \$50 and above
- Pre-Entry Discount to USATF-NJ Athlete Members until close of pre-race registration.
- Pre-entry mail in deadline not to exceed 10 days prior to event.
- Pre-entry online deadline and discount not to exceed 5 days prior to event
- DOB and USATF-NJ # registration entry fields
- Age group awards must go up to at least 80+, Recommend 90+
- List timing company or results website on race application
- Online Race Information must adhere to all hard copy requirements **CONTINUE TO PAGE 2!**

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PLEASE ATTACH THE FOLLOWING INFORMATION:

- 1 A listing of the amount of your planned entry fee(s).
- 2 One copy of the event's prior year race entry form.

Agreement: This Grand Prix application represents a binding agreement between the organizers of the event and USATF New Jersey (USATF-NJ). Once the Grand Prix status has been granted, all requirements and suggested conditions agreed to by this event's organizers must be honored in good faith or the event may be relieved of its Grand Prix status for this year and its future Grand Prix eligibility may be jeopardized. ***Any event application produced and disseminated to the public without approval from USATF New Jersey is subject to a \$50 penalty and must be reprinted with any necessary corrections.*** Additionally, violation of the Trademark Sublicense Agreement may cause legal intervention from the USATF National office.

THERE IS A \$100 FINE FOR FAILURE TO USE THE (2) REQUIRED 2023 GRAND PRIX LOGOS!

SIGN: _____ **DATE:** _____

Results Submission Requirements

An **electronic** copy of your results must be sent to CompuScore, our Grand Prix scoring company, by email to david@compuscore.com within 1 week after your race(s). The results must list the runners in order of finish and must include the following fields:

Fields Required for Grand Prix Scoring:

1. Place
2. Last Name
3. First Name
4. City/Town
5. State
6. Gender
7. Age
8. Time
9. Designation of USATF-NJ Membership (this is usually just a U if a member, or blank if not a member)

All fields should be separate and not combined this includes first and last name.

Optional fields: Date of birth, email address

The order of the above fields does not matter.

Most race directors send results in an excel spreadsheet. CompuScore can handle almost any format.

Paper copies, scanned results and hand-written results are not to be submitted.

Provide the above list of results requirements to your scoring company!

Suggested Conditions (check all that apply):

Age Group Award Categories:

_____ Top (3) Male/Female in 5-year age groups (preferred) after 16-19, 20-24, 25-29 etc.

_____ Top (3) Male/Female in 10- Year age groups after 16-19, 20-29,30-39, 40-49 etc.

_____ Age Divisions to 90 and over (preferred) **Yes, We do have runners competing into their 90s!**

_____ Age Divisions to _____ years old please list oldest age category

_____ USATF-NJ logo on race bibs and event signage.

_____ USATF-NJ logo or name to be included on event apparel

_____ Provide separate USATF-NJ prize money (if applicable)



EVENT INFORMATION SHEET

- Provide the following information for inclusion on the USATF New Jersey calendars published on <https://newjersey.usatf.org/>
- Only events with approved Sanctions will be posted on the USATF New Jersey calendars.
- This page can be email to managingdirector@newjersey.usatf.org or mailed to USATF New Jersey, 150 River Road, Suite N-3, Montville, NJ 07045.
- Completion and submission of this page is required for Grand Prix events. Grand Prix events must also complete and submit the Grand Prix Agreement, Trademark Sublicense Agreement, and draft of the race application (for approval prior to printing).
- If you have any questions, please call the USATF-NJ office at 973-334-8900.

Type of Event: Track & Field or Race-Walk Road or Paved Path Cross Country or Trail

Date of Event: _____ Time Event Begins: _____

Name of Event: _____

Location of Event: _____

Event Web Site: _____

USATF Certified Course? _____ If yes, provide number(s): _____

Grand Prix? _____ If yes, highest point value: _____

Offering prize money? _____ If yes, largest individual \$ _____ Total \$ _____

Timing/Scoring Company Name: _____

Timing/Scoring Company Web Site: _____

Schedule B-2

TRADEMARK SUBLICENSE AGREEMENT (for use with Sanction Agreement)

1. **Parties.** This Trademark Sublicense Agreement (the "Agreement") is incorporated by reference into the Sanction Agreement between USATF New Jersey ("Association") and _____ ("Sublicensee") dated _____, and shall have the same force and effect and be binding upon the parties as if separately signed and delivered.
2. **Preliminary Statement.** Association has been granted a non-exclusive license by USA Track & Field, Inc. ("USATF") to use certain of USATF's trademarks, service marks and collective membership marks in connection with Association's amateur athletics activities. Sublicensee is an organization or person that assists Association in performing amateur athletics activities, and desires to also use USATF's marks in connection with those activities. Association desires to sublicense its right to use USATF's marks to Sublicensee, on the terms and conditions set forth herein. Therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Association and Sublicensee do hereby agree as set forth in this agreement.
3. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - (a) "Approved Items" shall mean those items approved by USATF from time to time.
 - (b) "Services" shall mean organizing, promoting, conducting, staffing and administering amateur athletics activities.
 - (c) "Standards" shall mean the standards established by USATF for the performance of Services in the United States, including but not limited to USATF's Competition Rules for Athletics, By-laws, Operating Regulations and administrative policies, as adopted and amended by USATF from time to time.
 - (d) "Marks" shall mean USATF's trademarks, service marks and collective membership marks shown in Schedule A attached hereto, and as revised by USATF from time to time. If a mark is depicted in a particular form and style on Schedule A, then such mark must be used by Sublicensee in that form and style.
 - (e) "Territory" shall mean the geographic area of the Association described from time to time in USATF's By-Laws, including any exhibits or schedules thereto.
4. **Sublicense.** Upon the terms and conditions of this Agreement, Association hereby grants to Sublicensee a non-exclusive, royalty-free, no assignable Sublicense to use the Marks by displaying the Marks on advertising and promotional materials and on Approved Items in connection with any services other than the Services, or in any manner other than on advertising and promotional materials and on Approved Items. Sublicensee shall display notice of USATF's rights in the Marks (such as ®, ™, and "sm") as directed by USATF. This license is to Sublicensee only, and does not include the right to Sublicense use of any of the Marks to third parties.
5. **Quality Control.**
 - (a) All Services performed by Sublicensee that are identified by any of the Marks must strictly conform to the Standards in effect at that time, as well as all other standards and requirements imposed by law.
 - (b) Sublicensee shall notify USATF of the date, time and location of each meet or other event organized, promoted, conducted, staffed or administered by Sublicensee that is identified by any of the Marks, or where Approved Items bearing any of the Marks will be displayed or sold. Sublicensee shall use its best efforts to give such notice to USATF prior to the occurrence of such event.
 - (c) Sublicensee will permit USATF and its agents to inspect any facilities and premises where the Services are performed in order to assure compliance with and conformity to the Standards.
6. **Advertising and Promotion.** Sublicensee must submit samples or photocopies of all advertising materials, promotional materials, or items in any manner by Sublicensee, unless such materials or items were provided

by USATF to Sublicensee. USATF will promptly review all submitted materials and items to determine (i) whether all Marks are being used in their USATF-approved form, and (ii) whether all items are Approved Items. USATF will promptly notify Sublicensee in writing of its approval or disapproval of such materials and items, and (if applicable) its reasons for disapproval. If USATF does not notify Sublicensee in writing of its approval or disapproval within ten (10) business days after USATF's receipt of such materials and items, then USATF shall be deemed to have approved such materials and items.

7. **Term.** This Agreement will remain in effect until either: (i) the termination of Association's license from USATF to use the Marks. (ii) it is terminated by Association or USATF thirty (30) days after written notice to Sublicensee, or (iii) it is terminated by USATF following Sublicensee's breach of this agreement, and failure to cure such breach to USATF's satisfaction within thirty (30) days following receipt of written notice of breach from USATF or Association. Upon termination of this Agreement for any reason, Sublicensee will immediately discontinue all use of the Marks in any manner.
8. **Ownership of the Marks.** Sublicensee acknowledges USATF's ownership of the Marks, and agrees that it will do nothing inconsistent with such ownership. All rights in the Marks arising from use of the Marks by Sublicensee will remain the property of USATF. Sublicensee agrees that nothing in this Agreement will give Sublicensee any right, title, or interest in the Marks other than the limited right to use the Marks in accordance with this Agreement. Sublicensee will not title any application to register any of the Marks, in whole or in part, or any colorable imitation of any of the Marks, at any time. Sublicensee will not, during the term of this Agreement or thereafter, attack USATF's title in any of the Marks.
9. **Remedies.** Association acknowledges that any use of the Marks other than in accordance with this Agreement will cause irreparable damage to USATF. Therefore, in the event of any such breach or threatened breach of this Agreement by Sublicensee, USATF will be entitled, in addition to and not in lieu of damages, to specific relief including without limitation an injunction preliminarily enjoining any such breach or threatened breach, to recover its reasonable attorneys fees and costs incurred in connection therewith.
10. **Miscellaneous.** This Agreement may not be amended, modified or altered except by written instrument duly executed by both of the parties hereto, except as otherwise provided herein. The parties hereto recognize and agree that USATF is a third party beneficiary to this Agreement, and has legally enforceable rights hereunder notwithstanding USATF not being a party to this Agreement. This Agreement will inure to the benefit of and be binding upon the parties hereto, and their successors and assigns; provided, however, that Association may not assign any of its rights or obligations under this Agreement without USATF's prior written consent. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and will be deemed to supersede all prior and contemporaneous agreements, representations, and understandings whether written or oral, and the same will be deemed to have merged into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

"SUBLICENSEE"

"ASSOCIATION"

USATF New Jersey

By: _____

By: Terence Mullane

Printed: _____

Printed: Terence Mullane

Title: _____

Title: Managing Director