

## **LICENSE AND USE AGREEMENT FOR BMX FACILITY AND OPERATIONS**

This License & Use Agreement (“Agreement”) is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between The City of Sunset Hills, Missouri, a municipal corporation and BMX BUS, a Missouri nonprofit corporation (“Licensee”), collectively referred to as “Parties” and occasionally in the singular as “Party.”

WHEREAS, the City of Sunset Hills is the owner of certain real property, which is currently located at 801 Old Gravois Rd. ( “BMX Track”), that the Parties have identified as being suitable for the license and operation of a BMX facility (“BMX facility”); and

WHEREAS, Licensee has entered into an Affiliation and Sanction Agreement with USA BMX for the purpose of offering organized Bicycle Moto-Cross (BMX) racing and practicing bicycle events sanctioned by USA BMX. A copy of the Affiliation and Sanction Agreement (“Affiliation Agreement”) is attached as Exhibit A and incorporated by this reference; and

WHEREAS, Licensee wishes to operate and manage the BMX facility on the BMX Track and to conduct USA BMX sanctioned practices and races; and

WHEREAS, District has determined that BMX activities are consistent with its mission of providing the highest level of park and recreation opportunities to its constituents.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the sufficiency of which is mutually acknowledged, Parties agree as follows:

1. License.

a. Licensed Property. The City grants to Licensee a revocable license for the use of Property in said area that is referred to as BMX Track, more particularly described and depicted on the attached Exhibit B, which is incorporated by this reference (“Subject Property”). The Subject Property shall be fenced or otherwise clearly delineated on site of the BMX facility.

b. Term. This Agreement shall be effective upon execution by both Parties and shall continue through December 31, 2025. This Agreement may be renewed for additional five-year terms upon mutual, written agreement of the Parties. In the event Licensee wishes to renew this Agreement, it shall provide the City with written notice of its desire to renew on or before 90 days prior to the expiration of the existing term. The City shall have 30 days from the receipt of Licensee’s notice of desire to renew within which to accept or deny the renewal in writing.

c. Termination. In the event Licensee fails to cure an instance of default identified by the City under Sections 2 or 3 below, the City shall have the right to immediately terminate this Agreement. Any payments made by Licensee as of the date of such termination, including the Deposit (defined below), shall be retained by the City.

d. Restoration of Subject Property. In the event of any termination of this Agreement, including the expiration of an existing term without renewal, Licensee shall be responsible for the restoration of the Subject Property to substantially the same condition as prior to Licensee's use of the Subject Property. Such restoration shall include grading as necessary, and re-vegetation with natural areas. In the event Licensee fails to restore the Subject Property in a manner acceptable to the City, in its sole reasonable discretion, the Parties agree and stipulate that Licensee shall pay the City liquidated damages in the amount of the Deposit (defined below).

- i. A pre-lease site evaluation to include photos, documentation notes, and acknowledgment by both parties will be required prior to annual opening of the BMX facility.
- ii. A post-lease site evaluation to include photos, documentation notes, and acknowledgment by both parties will be required at the conclusion of annual closing of the BMX Facility.

e. License Fees and Deposit. As compensation for its use rights under this Agreement, Licensee shall pay the City the sum of \$1.00 upon execution of the Agreement. Licensee shall deposit \$2,500.00 to the City ("Deposit") to be held for liquidated damages, as provided in Section 1.d. hereof. In the event that Licensee properly restores the Subject Property upon termination, the Deposit shall be refunded to Licensee.

f. Licensee's accounting. As a licensed entity, Licensee is required to keep detailed accounting records as to revenues received and expenses paid. Upon reasonable request, Licensee shall make such accounting records available to the City for review. At a minimum, and to not exceed quarterly, representatives of the City and Licensee shall meet annually to review Licensee's accounting records.

## 2. Communication.

a. The City and the Licensee shall respectively designate representatives with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

b. Such representatives shall hold bi-annual meetings to review the performance of the Agreement and to discuss interim concerns during the given term of the

Agreement. If the representatives are unable to reach a solution on the particular matter, it will be referred to the Licensee's Board President and the City's Point of Contact or their designees, for resolution.

3. Use of Subject Property.

a. Use. Licensee agrees that through the term (and any extended term(s)) of this Agreement, the Subject Property shall be used for the purposes of BMX activities, events and operations sanctioned under the Affiliation Agreement. Licensee may allow outside vendors as part of Licensee's permitted uses, or allow separate uses to outside vendors that are consistent with Licensee's permitted uses. Licensee shall assume all liability associated with any outside vendors using the Subject Property. Any other uses of the Property not directly relating to such BMX activities, events and operations are not permitted unless other uses are previously approved by the City upon written request from Licensee. If at any time the City believes that Licensee is using the Subject Property for a non-authorized purpose, the City shall notify Licensee in writing of the nonconforming use. Lessee shall have 10 days to cease such use or to provide the City with an adequate written explanation of how the use relates to the USA BMX sanctioning. If any nonconforming use is not stopped or adequately explained, the City may terminate this Agreement as set forth in Section 1(c) above.

b. Hours of Operation and Scheduling. Licensee shall provide the City with a season schedule of its intended use of the Subject Property. Licensee shall schedule all practices, races, activities and other events for the BMX facility. Licensee will provide the City with monthly updates on rider counts and activity debriefs for reporting and data collection between the City. For extraordinary events and circumstances, Licensee will supply the City with communication and a plan for parking, additional trash and additional restroom facilities. All City's park rules, regulations and policies apply to the Subject Property and to Licensee's use.

c. Fees. Licensee shall be responsible for establishing entry and use fees for the BMX facility. Generally, any fees charged for usage of the facilities shall be consistent with USA BMX standards and competitive with related facilities in the Metropolitan Area. The Licensee will provide a fee schedule for programming and services as well as a financial statement annually to the City.

d. Advertising. Licensee will submit any advertising to the City for approval prior to posting. All advertising will meet the City standards that will be provided by the City at the beginning of the season and comply with all applicable laws and regulations. The City agrees to promote the BMX facility and programs through its Activities Guide, Website, and standard channels of program advertising. The focus of the City promotion will drive interested users to the BMX Initiative website.

- i. Printed materials submitted and approved within 5 business days
- ii. Social Media materials do not need approval but will be monitored by the City for appropriate messaging and content

e. Utilities. Licensee will be responsible for payment and installation of all utilities required for the track operation. Due to the nature and use of the City's irrigation water, the City cannot guarantee water for use on the BMX facility.

f. Parking. Public parking and/or vendors will be allowed in the area around the BMX facility at large events. Licensee must submit a parking plan and vendor booth plan for major events and races that are outside of the basic programming to the City for its approval at least 5 days prior to any such event. Licensee shall obtain all necessary permits required by the local authorities/agencies.

4. Licensee Responsibilities. Licensee shall design, finance, and operate on the Subject Property a BMX facility with related operations suitable for USA BMX sanctioned events under the Affiliation Agreement. As part of the exercise of such purposes, Licensee shall have the following responsibilities:

a. Plans, Construction, Maintenance and Repair. Licensee shall submit all design plans to the City for approval. The City has the right to share the design plans with appropriate stakeholders in the Cities operations. In general, all design and building plans shall be consistent with all existing laws, including building codes, and planning and zoning requirements of the City and County, and meet the requirements of the USA BMX for sanctioned events under the Affiliation Agreement. Licensee shall be solely responsible for all operational improvements constructed on the Subject Property. Encroachments on areas outside of the BMX facility are not permitted without prior written request and permission of the City. All such improvements shall be kept in good repair by Licensee and shall be suitable for use as part of the BMX facility and operations.

b. Liability. Licensee shall be solely responsible for any site improvements outside of normal operating maintenance to the Subject Property that are for the benefit of the BMX facility and operations. Such responsibility is intended by the Parties to be all-encompassing in terms of financial responsibility and liability associated with the facility improvements.

c. Standards of Construction and Operation. Any facilities, including any improvements, parking areas and landscaping shall be constructed and maintained in accordance with current standards of appearance, integrity and condition. Damage to existing landscapes, turf, hardscape or other amenities will be returned to their previous condition. If the City believes such standards are not being maintained, the City shall notify Licensee in writing of the

substandard condition. Licensee shall have twenty (20) days to provide with an adequate written plan for curing the substandard condition. If an adequate plan is not provided to the City within twenty (20) days, the City may terminate this Agreement pursuant to Section 1(c) above.

d. Additional City Approvals. Licensee shall not use the name or logo without the prior consent of the City. The City shall approve any signage used on the Subject Property, such approval not to be unreasonably denied.

e. Security and Fencing. Security of the BMX facility shall be the sole responsibility of Licensee. The fence shall be maintained by the City and shall have at least one lockable gate so that entrance to the BMX facility is controlled by Licensee. An authorized adult representative of Licensee shall be present at all times that the BMX facility is open for practices, activities or events. The City shall be provided with a key to the gates, but no responsibility is conferred upon the City for ensuring the security and safety of the BMX facility on the Subject Property.

f. Safety. Licensee shall be solely responsible for the safety of its participants and spectators. Licensee shall adhere to all applicable rules and regulations, and all hazards arising from the activities at the BMX facility shall be guarded against or eliminated in accordance with the standards of the industry and USA BMX. Licensee agrees to conduct all activities on the Subject Property in a manner so as to not create any undue risk to safety of participants or spectators. All participants in BMX bicycle riding conducted on the Subject Property shall uphold USA BMX rules and regulations that are industry standard. Licensee shall post all necessary signage designating the required rules and regulations for participating in a sanctioned BMX activity or event. Licensee shall not knowingly create additional risk to other park users.

g. Sanitation and Upkeep. Licensee shall be responsible for all sanitary services, trash removal and upkeep of the Subject Property (to include general mowing and weed removal). Within 24 hours of every event held on the Subject Property, the premises shall be completely cleaned and returned to a condition acceptable to the City, in its sole discretion by Licensee. Any work that the City has to perform for trash removal or upkeep, due to negligence of Licensee, will be charged to Licensee at a rate of \$25.00/hour per employee performing the work.

h. Sound System. In the event Licensee uses a sound system as part of its operations, the decibel level shall be kept at or below a level that minimizes the disruption of the surrounding neighborhood based on the noise limits contained in the St. Louis County Code of Ordinances.

i. Media. Licensee shall notify the City in advance of any activity or event that is expected to generate a media presence at the Subject Property. In such event, the Parties

shall cooperate to control the interference of any media with the City. Any unexpected media presence shall be cooperatively controlled by the Parties to the best of their abilities.

j. Reporting. Licensee shall provide the City with a written report of any accident that occurs on the Subject Property that results in a major injury to any person or property. Major injury to include first responder calls. Such report shall include the nature of the injury, the cause of the accident, and all actions taken by Licensee as a result of the accident or injury. In addition, Licensee shall provide the City with a written report of any incident that necessitates the involvement of law enforcement that may occur on the Subject Property.

k. Inspection. Licensee agrees to allow for inspection of the facilities by the City at any time during the hours of operation of the BMX facility. If the City requests a representative of Licensee by present during any such inspection, the Parties shall cooperate in the coordination of such inspection within a reasonable time, not to exceed three days from the date of the City's request.

l. Permits. Licensee shall be responsible for obtaining all necessary permits and approvals from the City, or any other governmental entity such as County.

m. Services Provided. Licensee shall determine all details of service and products provided within the BMX facility, subject to competitive industry standards and the Affiliation Agreement as applicable. Licensee agrees to provide the highest standards of courtesy and customer service in operations of the facility. Licensee shall receive all revenue generated from the services provided by it on the Subject Property.

n. Alcohol Licensee agrees that no alcohol shall be sold or permitted on the Subject Property unless requested in writing by Licensee and approved by the City. In such event, the Parties agree that it shall be the responsibility of Licensee or a third-party contractor to obtain the necessary permits from the City the State in order to lawfully allow the sale and consumption on the Subject Property. Any contract between Licensee and a third-party contractor that involves the sale or consumption on the Subject Property shall include a provision under which the third-party contractor shall provide proof of adequate insurance that designates the City and Licensee as additional insureds for any such activity that occurs on the Subject Property.

o. Taxes. Licensee shall pay all real taxes "if any" associated with the operations and sales on the Subject Property or any personal property associated with the BMX facilities and operations that may created by Licensee's use and operation of the Subject Property.

5. Assignments and Subleases. Licensee shall not assign its rights under this Agreement or sublet the Subject Property without the prior written consent of the City.

6. Default. In addition to the rights of termination under this Agreement, in the event Licensee shall be in default in the performance of any obligation on its part to be performed under the terms of this Agreement, the City may exercise any and all remedies granted in law or equity. The City shall have the right to enforce all terms of this Agreement in law or in equity, and if successful Licensee shall be responsible for any attorney fees charged to the City to enforce this Agreement.

7. Insurance and Indemnification. Licensee shall provide proof of insurance coverage carried through USA BMX as a sanctioned USA BMX Track with limits of liability no less than the following:

Commercial General Liability: \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate;

Automobile Liability: \$1,000,000.00 single limit for each accident; and

Umbrella Liability: \$4,000,000.00 per occurrence and \$4,000,000.00 in the aggregate.

It is the intent of Parties that the City shall have no liability associated with Licensee's construction, lease and operation of the facilities. Licensee shall obtain adequate liability insurance covering the Subject Property and all facilities. The City shall be an additional named insured on all policies obtained by Licensee, and Licensee shall provide the City with proof of all required insurance policies. Proof of insurance will be provided to the City each time the Agreement is renewed; there is a change of insurance company or change in policy coverage. A copy of the insurance certificate will be presented to the District on an annual basis. Further, Licensee agrees to indemnify and hold the City harmless against any claim, damage, loss or liability resulting from Licensee's activities or operations of the facilities on the Subject Property, or from an outside vendor's activities or operations of the facilities on the Subject Property. Parties intend that this indemnification be as broad as permitted by law.

8. Miscellaneous. This Agreement may not be amended, changed or modified unless in writing executed by Parties. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Site Lease.

9. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications by either Party to the other shall be in writing and shall be sufficiently given and served upon the other Party if delivered personally or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the address indicated below:

FINAL

THE CITY OF SUNSET HILLS:

c/o Parks & Recreation Director  
3915 Lindbergh Blvd  
St Louis, MO63127  
314-842-7265

BMX BUS:

Johnny Murdock, President  
4416 Kinswood Ln  
St Louis, MO 63129  
214-714-1747

Parties agree that they shall promptly notify the other in the event any of the above information should change during this term of this Agreement.

IN WITNESS WHEREOF, Parties agree to this Agreement effective the day and year first written above.

Signature page as follows:

City of Sunset Hills

By \_\_\_\_\_

City Administrator

BMX BUS

By \_\_\_\_\_

Johnny Murdock, President

**Exhibit A: Affiliation Agreement**

## Affiliation and Sanction Agreement

1. The Local Organization, as identified herein below, will operate its BMX facility for the purpose of offering organized Bicycle Moto-Cross (BMX) racing and practicing to be sanctioned only by the American Bicycle Association (USA BMX). In turn, the USA BMX agrees to sanction the Local Organization and provide services available by the USA BMX including, but not limited to, the issuance and tabulation of USA BMX points, the use of the USA BMX logo and associated artwork and the benefit of USA BMX promotional programs.
2. This Agreement shall commence on the date this Agreement is signed by an authorized official of the USA BMX and end on **December 31, 2024**. During the term of this Agreement, the Local Organization will sponsor and run only sanctioned USA BMX BMX events. Throughout the duration of this Sanction Agreement ("Agreement") and for a period of twelve (12) months after the termination of said Agreement for any cause, the Local Organization shall not otherwise participate or assist in any fashion or manner whatsoever, including but not limited to, providing financial, technical, labor or advisory assistance or aid, in the operation of BMX Track(s) or BMX race(s) sanctioned by or affiliated with any other organization or entity nor otherwise compete against the USA BMX in the State or geographic segment (as defined in paragraph 18 below) where the Local Organization's track is located. Paragraph eighteen (18) of this Agreement is hereby expressly incorporated in its entirety as a part of this paragraph two (2).
3. Throughout the term of this Agreement and so long as Local Organization is not in breach of this Agreement, the Local Organization shall have the right to use the registered trade name "American Bicycle Association" and to include the USA BMX logo relative to the promotion and advertising of USA BMX sanctioned events to be held at the Local Organization's track. The USA BMX retains exclusive ownership of the trade name and logo. The Local Organization will construct, operate and maintain its track and shall run USA BMX sanctioned events substantially in accordance with the Track Operator's Manual as published by the USA BMX and in accordance with any and all other rules of the USA BMX as may be published by the USA BMX at various times, including those set forth in the Track Operator's Manual, and those set forth in other publications by the USA BMX.
4. The USA BMX is the developer and exclusive owner of certain computer software programs, marketing packages, Track Operator's and other manuals, sanctioning agreements, drawings, records, specifications, equipment, designs, race schedules, agreements and contracts with vendors, lessors, other sanctioning organizations and other items and materials not generally known by non-USA BMX personnel (hereafter "Confidential Information") which the Local Organization may obtain knowledge of or access to as a result of being sanctioned by the USA BMX. The USA BMX considers any and all such Confidential Information to be trade secrets. The Local Organization shall not, directly or indirectly, use said Confidential Information in any manner, nor, directly or indirectly, disclose, display, provide or otherwise make available all or any part of any such Confidential Information to any person or entity not sanctioned by the USA BMX at any time, unless the Local Organization has received prior written permission from the USA BMX to do so, except as required by the Local Organization to perform its obligations and otherwise comply with the terms and conditions of this Agreement and with the Track Operator's Manual of the USA BMX.
5. The USA BMX agrees to award USA BMX points to riders that legally participate in USA BMX sanctioned events operated in accordance with all USA BMX rules and procedures and held at the Local Organization's track.
6. This Agreement entitles the Local Organization to participate in all programs offered in the State or regional segment where the Local Organization's BMX track is located, including, but not limited to, the USA BMX Gold Cup program and the USA BMX State Championship series.
7. Because of the need to promptly enter data into the USA BMX's computerized point standing data base, as well as the need to meet other publishing and reporting deadlines, the Local Organization agrees to provide to the USA BMX within fourteen (14) days following the conclusion of each USA BMX sanctioned event all applicable paperwork and funds, including, but not limited to, all original moto sheets, membership applications, track operator reporting forms and fees for memberships, insurance and sanctioning documents in accordance with the USA BMX's then current requirements for such reporting.

# USA



# BMX

THE AMERICAN BICYCLE ASSOCIATION

8. The Local Organization agrees that it shall, at all times throughout the term of this Agreement, maintain and enforce a policy or policies of insurance written by insurance carriers selected by or approved by the USA BMX wherein the USA BMX is the policy holder and named additional insured, which shall insure against liability or injury to and/or death of, and/or damage to the property of, any person or persons, including participants, with aggregate policy limits not less than \$5,000,000 per person and occurrence. If offered by the USA BMX, the Local Organization may fulfill this requirement through the payment of insurance fees to the USA BMX in accordance with the schedule of such fees which may be adjusted from time to time, whereby the USA BMX will acquire such liability insurance which meets or exceeds the amounts and coverage specified herein. In any event, whether secured by the Local Organization or by the USA BMX, any and all such insurance will include as named insured the USA BMX, the Local Organization, all Employees, Agents, Volunteers, Track Operators, Officials and all Board Members of said Organizations. To the extent any claims, damages, costs, including attorney fees, or other sums incurred by or asserted against the USA BMX as a result of any act or omission by the Local Organization is not paid by or covered by the foregoing insurance, Local Organization shall indemnify, hold harmless and reimburse USA BMX upon demand for all such amounts to the extent said loss was caused by or contributed to, in whole or in part, by the errors, omissions, intentional acts and/or negligence of the Local Organization.
9. This Agreement is between the USA BMX and the Local Organization and may not be transferred or assigned by the Local Organization to any other person or entity without the Local Organization first obtaining the express written consent of the USA BMX, which consent the USA BMX shall be under no obligation to grant and which the USA BMX may refuse to grant for any reason whatsoever in the sole and unfettered discretion of the USA BMX.
10. This Agreement shall not make the Local Organization or the Track Operator a subsidiary, a partner, limited partner, joint venture or in any other way associated with the USA BMX other than as set forth under the terms of this Agreement. The Local Organization has no authority, express or implied, to speak for, bind, or obligate the USA BMX in any manner whatsoever whether contractually or otherwise.
11. The USA BMX hereby reserves the right to inspect the Local Organization's BMX track at any and all times to insure compliance with the terms and conditions of this Agreement, with the Track Operator's Manual, and all other rules and regulations of the USA BMX.
12. Each of the terms and provisions contained in this Agreement are separate, independent, and severable. In the event that all or any portion of this Agreement is deemed by a court, arbitrator, tribunal, or otherwise, to be null, void, invalid, unenforceable and/or of no effect or otherwise not binding upon either of the parties, in whole or in part, said fact shall not be deemed to in any manner affect the validity of any of the remaining portions or provisions of this Agreement, all of which the parties agree shall remain in full force and effect. If a court or other tribunal finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
13. The parties agree that, in addition to any form of legal or equitable relief that may be available to the USA BMX hereunder, in the event of a breach or a threatened breach of any of the terms and conditions contained in paragraphs two (2), three (3) and/or four (4), herein, the Local Organization agrees that in order for the USA BMX to fully protect its rights hereunder, it may be necessary for the USA BMX to obtain injunctive relief. Accordingly, the parties specifically agree that in the event of a breach or a threatened breach of any term or condition contained in said paragraphs two (2), three (3), and/or four (4), herein, the USA BMX shall be entitled to a preliminary and permanent injunction upon the posting of a nominal bond enjoining the Local Organization from committing or continuing any acts constituting such a breach, provided, in the event of a threatened breach, the USA BMX has given the Local Organization prior notice in writing to its address on file with the USA BMX not less than five (5) days before requesting said relief and the Local Organization has failed to remedy the breach within said period. As an additional remedy for any breach by the Local Organization of the provisions of paragraph two (2) of this Agreement, the USA BMX shall be entitled to an award of liquidated damages from the Local Organization in the amount of \$18,000 for each and every separate violation thereof. The parties agree that the anticipated damages to the USA BMX in the event of a breach by the Local Organization of said paragraph two (2) will be difficult to ascertain and they mutually agree and intend to liquidate the damages in advance. The liquidated damage amount stated above is agreed to be reasonable and proportionate to the presumed injury that will be suffered by USA BMX upon a breach by Local Organization.

# USA



# BMX

THE AMERICAN BICYCLE ASSOCIATION

- 14. The prevailing party in any litigation arising from this Agreement shall be entitled to recover its reasonable costs and attorney fees from the other party, in addition to any other remedies to which it is entitled. This Agreement shall be construed and governed by the laws of the State of Arizona and the exclusive venue and jurisdiction of any litigation arising from this Agreement shall be in the Superior Court of Arizona (Maricopa County).
- 15. Subject to the assignment restrictions in paragraph nine (9) above, this Agreement is binding upon all successors, assigns, affiliates-direct and indirect, representatives, heirs, and entities with ownership common to the Local Organization.
- 16. If the Local Organization is an unincorporated association, all of its Members, Officers, Directors and Trustees shall have joint and individual responsibility for the performance and obligations of Local Organization as provided in this Agreement and the party (parties) executing this Agreement on behalf of the Local Organization hereby expressly represent(s) and warrant(s) that he/she/they has/have the actual authority from all of the present members, officers, directors and trustees of the Local Organization ("Local Organization Principals") that they may execute this Agreement with the intent that all of the said Local Organization Principals shall be jointly and severally bound by the terms and provision of this Agreement.
- 17. As security for the performance by the Local Organization of its obligations under this Agreement, the Local Organization hereby agrees to assign and transfer to the USA BMX, upon future request by the USA BMX to do so, all of the Local Organization's rights and interests in and to any lease or contract rights which the Local Organization may now have, or at any time during the term of this Agreement may acquire, which relates to the Local Organization's operation of any and all BMX races and practices at the track named in this Agreement. The USA BMX shall not request the Local Organization to make such assignment to the USA BMX unless the USA BMX shall become reasonably insecure in its belief that the Local Organization can/will abide by the terms of this Agreement. In this regard, any breach by the Local Organization of the terms and provisions of paragraph two (2) of this Agreement is hereby agreed by the parties to be good and just cause for the USA BMX to request such assignment or transfer of the Local Organization's right and interests in any such lease or contract to the USA BMX. In the event such a transfer or assignment of the Local Organization's rights in or to any lease or contract is effectuated pursuant to the terms of this Agreement, then as long as the Local Organization is not in further default of this Agreement, or has cured any such previous default of this Agreement, the USA BMX will in turn grant back to the Local Organization the revocable right to operate the BMX facility pursuant to the terms and conditions of the lease and/or contract rights so assigned or transferred to the USA BMX. Upon any subsequent default of this Agreement by the Local Organization, the USA BMX shall have the option to terminate any rights, which it may have granted, to the Local Organization under the terms and provisions of any lease or contract, which the Local Organization has previously assigned or transferred to the USA BMX. Until such rights are so terminated by the USA BMX, the USA BMX shall have no obligation or liability under or arising from any such lease or contract assigned or transferred to it by the Local Organization.
- 18. The "State or Geographic segment" referenced in paragraph two (2) of this Agreement is hereby defined as follows: State of MO.

Local Organization: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title) (Date)

By: \_\_\_\_\_  
(Signature) (Title) (Date)

Track Name/BMX Facility: SUNSET HILLS

Track Number: #2007



**DO NOT SIGN IN THE BOX BELOW – FOR USA BMX USE ONLY!**

American Bicycle Association (USA BMX)

By: \_\_\_\_\_ Chief Executive Officer/CEO \_\_\_\_\_

(Signature) (Title) (Date)

Please return completed form with signatures to: USA BMX, P.O. Box 718, Chandler, AZ, 85244

**PLEASE SIGN AND RETURN ALL THREE PAGES OF THIS AGREEMENT**

**Exhibit B: Subject Property**

NEED TO INCLUDE AN ACCURATE PICTURE OF THE SITE/PICTURE



# Minnie Ha Ha Park - Proposed BMX Site



# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

## CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

***BMX BUS***  
***N000713430***

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 3rd day of December, 2019.

Effective Date: January 01, 2020

  
Secretary of State

