



CLUB AFFILIATE AGREEMENT

BETWEEN
STARLINGS VOLLEYBALL, USA

AND

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CLUB AFFILIATE AGREEMENT

THIS CLUB AFFILIATE AGREEMENT, by and between Starlings Volleyball, USA, a California Public Benefit Corporation (“Starlings”) and _____ (“Club Affiliate”), is effective as of _____, 20____.

INTRODUCTION

Starlings is a nonprofit organization formed in 1996. The purpose of Starlings is to provide all girls equal access to club volleyball regardless of financial hardship or skill level, including but not limited to training and participation in the sport of volleyball; and to encourage positive teamwork, academic excellence, and healthy lifestyle choices; and to establish member volleyball clubs throughout the nation that are community-based and self-sustaining. *Starlings Volleyball, USA, exists to positively impact the lives of at-risk girls through the sport of volleyball.*

Starlings owns, licenses, and uses the trade name “Starlings” in California and throughout the United States. Starlings also owns, licenses, and uses the trademark in California and throughout the United States.

The undersigned desires to be a Starlings Club Affiliate and to obtain the benefits of a Club Affiliate relationship with Starlings.

AGREEMENT

In consideration of the mutual covenants and promises contained in this agreement, the parties agree that an Affiliate shall become a Club Affiliate with Starlings subject to the following terms and conditions, as amended from time to time.

I. CLUB AFFILIATE CONDITIONS

1. Starlings grants to Club Affiliate the nonexclusive right during the Term of this Agreement to be a “Club Affiliate” of Starlings, subject to the terms of this Agreement. Club Affiliate acknowledges that Starlings has entered into and will enter into similar agreements with other Club Affiliates to receive the privileges and benefits of a Club Affiliate relationship.
2. As used in this Agreement, “Term” shall mean the period commencing on the date of execution of this Agreement and continuing unless and until terminated pursuant to the terms of Section VII below.
3. Starlings grants to Club Affiliate a nonexclusive license to use during the Term of this Agreement the trade name “Starlings” and its trademark in connection with its business. Club Affiliate agrees to use the Starlings trademark /trade name only as provided by this Agreement and in a manner consistent with Starlings use of the trademark/trade name.

II. NATURE OF RELATIONSHIP/TAX FILINGS

Starlings is a nonprofit corporation, organized under the laws of the State of California, and recognized as a tax-exempt Public Charity under IRC Section 501(c)(3). Its Federal Employee Identification Number (FEIN) is 33-0749769.

The structure of the relationship between Starlings and Club Affiliate is based upon Club Affiliate having been organized and operating as a nonprofit corporation in the State of its location (fees may range from \$15 to \$75) and having obtained its own FEIN. Starlings has obtained a Group Exemption under IRC Section 501(c)(3) and is referred to as the “central” organization. Club Affiliate is authorized to accept donations to be used solely for the purpose of supporting the Club Affiliate, and to extend tax deductibility to its donors under Starlings’ Group Exemption, under certain circumstances. To be covered by Starlings’ Group Exemption, Club Affiliate shall provide

Starlings with its FEIN and a copy of its organizational and governing documents. Further, Club Affiliate shall provide Starlings a true and correct copy of its final annual financial statements (balance sheet, income statement and other documents and records as requested by Starlings from time to time) by no later than February 28th of each year for the accounting period ending on 12/31 of the previous year. Starlings shall provide to Affiliate a copy of its Group Exemption letter upon request.

III. CLUB AFFILIATE AGREES TO THE FOLLOWING

1. Operate a local volleyball club in adherence to Starlings mission and vision.
2. Timely pay all fees/dues to Starlings as set forth in Exhibit A.
3. Timely pay all amounts due to coaches and other service providers, including third party vendors, for Affiliate's Club.
4. Timely file all tax returns, State and Federal required filings and pay all taxes due related to the operation of Affiliate's Club under its own FEIN.
5. Provide Starlings with Club Affiliate's FEIN, copy of its organizational and governing documents, and signed Group Exemption Acknowledgment letter.
6. Issue receipts for all donations received according to IRS guidelines.
7. Club Affiliate will be solely responsible for its income and expenses, as well as all recording of its finances and shall, as required by IRS regulations to qualify for the Group Exemption, operate on a calendar year.
8. Club Affiliate will set up a CHASE bank account within 45 days of the execution of this Agreement. Starlings USA will be provided full online access to the account for the transfer of support funding, bookkeeping assistance if desired and compliance review.
9. Club Affiliate will complete and submit an Annual Club Affiliate Information Sheet at the beginning of each season.
10. Club Affiliate shall comply with all State and Federal fundraising, employment and other regulations and laws. Starlings reserves the right to limit or restrict any manner or method of fundraising that in its sole discretion deems to be improper and/or not within the mission of Starlings. Club Affiliate shall complete fundraising request form and receive approval for all fundraising campaigns.
11. Club Affiliates will create and maintain a website for Affiliate's Club using the Starlings website provider, Sports Engine. If Club Affiliate is already using another website provider, Starlings will be provided a link to the Club website.
12. Club Affiliates will procure insurance for its club, coaches and players. This requirement must be satisfied through registration by Club Affiliate, its coaches and its players with USAVolleyball, AAU, JVA, their regional affiliates, or other similar organization. Club Affiliate shall provide proof of registration with USAVolleyball, AAU, JVA, or other similar organization to Starlings on an annual basis. Additional insurance coverage for facilities may be required for operation of Club Affiliate and is the sole responsibility of the Club Affiliate.
13. Club Affiliate shall require a background check for all adults associated with Club Affiliate, including directors, administrators, coaches, and chaperones. Background checks must be done through registration by Club Affiliate with a volleyball organization such as USAVolleyball, AAU, JVA, or other similar organization approved by Starlings. Club Affiliate will not allow any adult to be associated with Club Affiliate if the adult has been suspended, barred from participation in any youth sport or organization or failed a background check. Club Affiliate will immediately notify Starlings of any adult associated with Club Affiliate that is suspended or barred from registration by Club Affiliate with an organization within its region such as USAVolleyball, AAU, JVA, or other similar organization or their regional organizations. Club Affiliate will provide Starlings with final documentation showing proof of passing for each adult associate.
14. All coaches will be required to obtain an online level 1 SafeSport sexual abuse training certification every two years.
15. Starlings will provide Club Affiliate with Starlings trademarked logo, which may only be used in conjunction with Club Affiliate club activities. Club Affiliate agrees to use Starlings logo only for the

identification, promotion and operation of Club Affiliate. Starlings' logo and name may be used in conjunction with Club Affiliate's city or community name, and on all Club Affiliate club uniforms, website, and other logoed apparel and items. Starlings logo is required on all team jerseys. The Starlings' name and trademarked logo shall not be used in conjunction with any other organization, company, club or event, without prior written approval by Starlings. Other sponsorship logos are allowed on uniforms however, the Starlings' logo should be the largest logo on all apparel and uniforms. The Starlings logo consists of "Starlings" in large font with three starling birds above the lettering and "VOLLEYBALL, USA" in smaller font below the word "Starlings". Club Affiliate may insert its city or community name below "VOLLEYBALL, USA" in the same font as "VOLLEYBALL, USA". No other personalization to font or style is allowed.

16. Maintain a functioning email address and voicemail that is frequently checked and respond to all Starlings related emails and messages promptly and professionally.
17. Club Affiliate may charge a maximum of \$850 per player for club dues.
18. Player dues should reflect the following:
 - a. Appropriate number of local tournaments per season and entry for Starlings Nationals Competition
 - b. A minimum of two one-hour practices per week, subject to gym availability
 - c. Coach and Director stipends
 - d. Membership with National organizations such as USA Volleyball, AAU, JVA, or other similar organizations for insurance coverage
 - e. Uniform package to include practice shirt, jersey and spandex
 - f. Equipment
19. Club Affiliate shall maintain suitable financial records for its own accounting purposes. In addition, Club Affiliate shall provide to Starlings the reports and financial information required by Starlings Club Affiliate Agreement as stated herein and upon request by Starlings.
20. All proceeds from player dues must be directly deposited to the Club Affiliate CHASE bank account(s) and must never be deposited to a third party, Director's, or parent's account for later transfer to the Club Affiliate bank account(s). Such two-step transfers may jeopardize the tax-exempt status of the Organization and subject the Director or parent to audit.

IV. RELATIONSHIP BETWEEN THE PARTIES

Affiliate is a Club Affiliate of Starlings, and is a separate, distinct, and independent entity. This Agreement does not and shall not be deemed to constitute or appoint Club Affiliate as an agent, legal representative, employee, partner, or joint venturer of Starlings for any purpose, and Club Affiliate shall not have the right or authority to bind Starlings on any contract or other obligation, or to create or assume any obligation or responsibility, express or implied, on behalf of or in the name of Starlings.

V. NOTICES

Any notices from one party to the other required by the terms of this Agreement shall be in writing and sent to the address set forth in this Agreement by either (i) email to the last known email address of the party; (ii) first-class mail to the party at the addresses set forth on the execution page hereof; or (iii) overnight delivery by a nationally recognized courier service (e.g., USPS, Fedex, UPS). Either party may change the address to which notice is to be given by notifying the other party of the new address in writing.

VI. EVENTS OF DEFAULT - Club Affiliate shall be in default under the Agreement upon the occurrence of any of the following events:

1. The failure to timely perform any of the obligations described in this Agreement, all of which are hereby deemed to be material.
2. The resignation of Club Affiliate.
3. The failure of Club Affiliate to remain in good standing in its State of formation or the dissolution, suspension, or wind-up of Club Affiliate.

4. The making by Club Affiliate of any general arrangement or general assignment for the benefit of creditors.
5. Club Affiliate becoming a “debtor” as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Club Affiliate, the same is dismissed within sixty (60) days).
6. The appointment of a trustee or receiver to take possession of substantially all of Club Affiliate’s assets or interest in this Agreement.
7. The attachment, execution, or other judicial seizure of substantially all of Club Affiliate’s assets, when such seizure is not discharged within thirty (30) days.
8. Conduct and or business procedures by Club Affiliate deemed inappropriate and/or out of compliance with Starlings Mission and Values.

VII. TERMINATION OF CLUB AFFILIATION_ - Affiliation with Starlings may be terminated as follows:

1. **Voluntary Termination.** At any time during the Term of this Agreement, either party shall have the right to terminate this Agreement with or without cause. Such termination shall be effective thirty (30) days from the date of written notice of termination by the terminating party to the other party.

2. **Involuntary Termination.** By Starlings, at Starlings’ option, immediately upon the occurrence of any of the events of default described in Section VI above. In the event of termination pursuant to this provision, Starlings shall provide written notice of such default to Club Affiliate. Club Affiliate shall have fifteen (15) days from the date of such notice to cure the default. If Club Affiliate does not or cannot cure the default within the cure period, this Agreement shall immediately terminate, and all Club Affiliate’s rights under this Agreement shall cease as of the effective date of the termination.

3. **Termination Procedure.** Club Affiliate acknowledges that it has continuing obligations under the Agreement. Termination of this Agreement shall not relieve Club Affiliate from such obligations, including Club Affiliate’s obligations to pay for dues or charges incurred for services or other benefits rendered, or for any other obligation arising under this Agreement prior to termination. Such obligations shall survive the termination of this Agreement until satisfied in full.

4. **Termination of License.** Immediately upon the termination of this Agreement for any reason, the grant of the license described in Section I above shall also terminate, and Club Affiliate shall immediately cease using the trade name “Starlings” and the trademark(s) of Starlings , including the use or distribution of the trade name on Club Affiliate’s marketing materials and publications.

5. **Remedies.** If Club Affiliate fails to perform any obligations described in this Article, Club Affiliate acknowledges that Starlings does not have an adequate remedy at law and that Starlings shall be entitled to seek injunctive relief, as well as any other legal remedies to which it is entitled.

VIII. NO ASSIGNMENT OF RIGHTS OR OBLIGATIONS

No right or obligation arising under this Agreement may be sold, conveyed, assigned, or transferred without the prior written consent of Starlings.

IX. CONFIDENTIALITY AGREEMENT

Starlings, Club Affiliate, and their respective owners, shareholders, officers, directors, employees, agents, and representatives shall keep in confidence all information relating to Starlings, Club Affiliate, other Starlings Affiliates, Starlings Sponsors, and Starlings’ fees, charges, programs, and all other confidential knowledge, data and information related to the business, affairs, and finances of Starlings, other Starlings Affiliates and Starlings Sponsors (collectively “Confidential Information”) that may be acquired in connection with this Agreement and the relationship contemplated herein. At no time shall either party publish, communicate, divulge, or disclose any such Confidential Information. Breach of this provision shall result in irreparable harm to the other party, and each party therefore agrees that the other party shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief without prejudice to any other rights or remedies that either party may have.

X. INDEMNIFICATION OF STARLINGS

Club Affiliate shall indemnify and hold harmless Starlings and its shareholders, officers, directors, and employees from and against any and all claims, including but not limited to costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim, brought against Starlings by reason of or arising out of Club Affiliate's unauthorized use of the Starlings trade name, the conduct of Club Affiliate's business, or from any activity, work or things done, permitted or suffered by Club Affiliate in or about its operation of business. Club Affiliate shall further indemnify and hold harmless Starlings and its shareholders, officers, directors, and employees from and against any and all claims arising from any breach or default in the performance of any obligation on Club Affiliate's part to be performed under the terms of this Agreement, or arising from any act or omission of Club Affiliate, or any of Club Affiliate's agents, contractors, or employees, and representatives. Club Affiliate shall defend Starlings, its shareholders, officers, directors, and employees at Club Affiliate's expense by counsel reasonably satisfactory to Starlings and Starlings shall cooperate with Club Affiliate in such defense.

XI. GENERAL PROVISIONS

1. **Attorneys' Fees and Costs.** Should any proceedings be commenced between the parties concerning any provision of this Agreement or the rights and obligations of either party, or to enforce this Agreement, the prevailing party shall be entitled, in addition to any other relief granted, to reasonable attorney fees and other costs and expenses incurred in connection with such proceeding. The term "prevailing party" shall mean the party determined by the court to most nearly prevail and not necessarily the one in whose favor a judgment is rendered.

2. **Venue and Jurisdiction.** All actions or proceedings with respect to this Agreement shall be instituted exclusively in the Courts of the State of California in the County of San Diego, and by execution and delivery of this Agreement, the parties hereto irrevocably and unconditionally submit to the personal and subject matter jurisdiction of each such court, and irrevocably and unconditionally waive (i) any objection to the propriety of jurisdiction, service of process by certified mail (return receipt requested) to the addresses set forth on the execution page of this Agreement (provided, however, that such service of process may, in lieu thereof, be made by any other manner permitted by applicable law) or venue in any of such courts, and (ii) any claim that any action or proceeding instituted in any of such courts has been instituted in an inconvenient forum.

3. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts made and to be performed entirely within such state (without giving effect to its principles of conflicts of laws), and by the laws of the United States as they relate to the status of Starlings or Club Affiliate.

4. **No Waiver.** The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other covenant, condition, or promise.

5. **Starlings Records.** Starlings shall maintain adequate and correct books and records relating to Club Affiliate's relationship with Starlings and other information necessary for Starlings to conduct its business and to provide the services contemplated by this Agreement. Such records are available for inspection by Club Affiliate upon reasonable request.

6. **Club Affiliate Records.** Club Affiliates shall maintain adequate and correct books and records relating to Club Affiliate's operation as a Starlings Affiliate, including but not limited to its income, expenses, team rosters, insurance, and other information necessary for Club Affiliate to conduct its business and to provide the services contemplated by this Agreement. Club Affiliate shall provide information reasonably requested by Starlings within ten (10) business days.

7. **Exemption of Starlings from Liability.** Starlings shall not be liable for any damages arising from any act or neglect of Club Affiliate or any other affiliate of Starlings, nor from the failure of Starlings to enforce the provision of any other Club Affiliate's Agreement or other agreements.

8. **Amendment of Terms of Agreement.** Starlings reserves the right to establish additional terms and conditions and to modify the terms and conditions in this Agreement, including the benefits to Club Affiliate, fees, dues, and charges. Club Affiliate agrees to be bound by such additional which shall be incorporated by this reference.

9. **Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between Starlings and Club Affiliate, and the terms of such prior agreements shall have no further force and effect.

10. **Successors.** This Agreement shall be binding upon the parties hereto and their successors and assignees.

11. **Assignment.** This Agreement shall not be transferred or assigned by Club Affiliate to any other person without the prior written approval of Starlings.

12. **Invalidity.** In the event that any provision of this Agreement is at any time declared invalid or null and void by a court, all remaining portions of this Agreement shall continue in full force and effect as if the invalid clause were not a part of this Agreement. It is the intention of the parties that this Agreement be liberally interpreted to carry forward the intent of the parties, and shall not be construed against either party.

13. **Waiver.** The failure of a party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of either party.

14. **Counterparts and Faxes.** It is agreed that this Agreement may be executed in counterparts which shall be deemed to be the original, and which together shall be deemed to be one and the same instrument. A facsimile/electronic signature by any party will be deemed to be an original signature for all purposes.

15. **Entire Agreement.** This Agreement and the exhibits hereto are the entire agreement between the parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the authorized corporate officer or owner of the parties hereby execute this Club Affiliate Agreement as of the date set forth above.

* * * * *

Starlings Volleyball, USA

Affiliate Name _____

5857 Owens Avenue, Suite 300

Address: _____

Carlsbad, CA 92008

Address: _____

By _____

By _____

Its _____

Its _____

Exhibit A

Schedule of Starlings Fees

Starlings Club Affiliate annual dues will be collected on or before January 1st of the current competitive year. Dues may be paid online via the Starlings website at Starlings.org or by check mailed to:

Starlings Volleyball, USA
5857 Owens Ave, Suite 300
Carlsbad, CA 92008

Annual Club Affiliate Dues:	\$150.00 per Club Affiliate
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