



INTERNATIONAL FITNESS SANCTIONING BODY STATE TITLE SANCTIONING AGREEMENT

Name _____

Company Name _____

Phone (____) _____ E-mail _____

Fax (____) _____ Cell (____) _____

Address _____

City _____ State _____ Zip _____

hereby applies to the International Fitness Sanctioning Body (IFSB) to hold a sanctioned state title Ms Fitness® competition in:

State _____

Facility _____ Date _____

Facility Address _____

City _____ State _____ Zip _____

A copy of the facility agreement must be filed with the IFSB within 30 days of acceptance of this sanction by the IFSB.

In consideration of the granting of this sanction by the IFSB, the promoter of the Ms Fitness competition agrees to the following terms and conditions:

- 1) The sanctioned promoter agrees to indemnify and hold harmless the IFSB, Ms. Fitness, Wally Boyko Productions, Inc. (WBP), their designee which may record the event, their Boards of Directors, officers, agents, employees, sponsors, co-sponsors, officials and sub-contractors from any and all claims or rights for injuries or damages suffered by anyone including financial liability incurred by the sanctioned promoter in holding a sanctioned event.

- 2) The promoter applying for this sanction agrees to become familiar with and comply with the rules and regulations of the IFSB, which govern Ms Fitness competitions.
- 3) This sanction, if approved, may not be transferred without written authorization from the IFSB.
- 4) Failure to comply with the terms and conditions of the sanction or failure to enforce the rules and regulations of the IFSB will cause immediate and direct withdrawal of the sanction.
- 5) Sanctioned promoters shall be responsible for all expenses and financial risks connected with the proper conduct of their Ms Fitness contest.
- 6) The promoter shall obtain, at his or her own expense, public liability insurance insuring themselves, the IFSB, Ms. Fitness, Wally Boyko Productions, Inc., and their designee which may record the event against loss or expense resulting from personal injury or property damage for their Ms Fitness contest. Said insurance shall provide limits of liability of not less than \$1,000,000.00 combined single limit per occurrence with regard to liability for personal injury and property damage. Such insurance shall be with companies and such form as may be acceptable to the IFSB. Certification of insurance evidencing the required insurance coverage must be provide to the NFSB/IFSB at least thirty (60) days prior to the event.
- 7) The sanctioned promoter must take safety precautions to protect the personal welfare of the competitors and spectators.
- 8) The sanctioned promoter must provide a private dressing area for the competitors.
- 9) The IFSB's title sponsor must be accorded center stage at all contests.
- 10) Funds may be solicited by the sanctioned promoter by means of additional sponsors or co-sponsors for their sanctioned events.
- 11) All advertising material for a sanctioned event must be approved by the IFSB prior to printing. All advertising material must state that the event is sanctioned by the IFSB.
- 12) The sanctioned promoter shall not authorize or permit the event to be filmed, video taped or otherwise recorded by anyone other than Wally Boyko Productions, Inc. (WBP) or WBP's authorized designee. WBP and WBP's authorized designee shall have the right, but not the obligation, to film, video tape, or otherwise record the event, including backstage scenes, in such manner and to such extent as they may elect. In this connection, the sanctioned promoter shall comply with all production requirements relating to the staging of the event

which WBP or WBP's designee believes are necessary or desirable in order to obtain technically first-class production values and complete film or video tape coverage of all aspects of the event which WBP or its designee desires to record. WBP or its designee shall be the sole and exclusive owner of all recordings of the event and all copyrights and extensions and renewals thereof and shall have the exclusive right, forever, to use, exploit, advertise, exhibit and otherwise turn to account the same in any and all media, whether now known or unknown, throughout the universe, in all languages, and may add to or subtract from such recordings or combine the same, or such elements thereof as WBP or its designee may select, with materials created by others, to the extent WBP or its designee may determine in its sole discretion.

- 13) If WBP or its authorized designee elects to record the event, it is essential that WBP or its designee acquire the rights to use all names, logos, emblems, designs, artwork and other elements associated with the event, and the names, likeness, voices, biographies and performances, including all music performed in connection therewith, of all hosts, contestants and other persons who appear recognizably in the event, in connection with the production, distribution, exhibition, advertising and other exploitation of the recordings made by WBP or its designee in all media and throughout the universe, forever. Accordingly, the sanctioned promoter shall cooperate fully with WBP or its designee and comply with all clearance procedures and guidelines established by WBP or its designee for the event. Without limiting the foregoing, the sanctioned promoter shall, at no cost to WBP or its designee: a) obtain and deliver to WBP or its designee written releases, in the form approved by WBP or its designee, from each person who appears recognizably in the event; b) use best efforts to prevent any person or element from appearing in the event unless the depiction of such person or element has been fully cleared; and c) use best efforts to assist WBP or its designee in obtaining any appropriate consents or releases of, or licenses from, third parties regarding the use of materials which WBP or its designee desires to record.
- 14) All competitors must hold a current membership with the IFSB.
- 15) The entry fee to competitors may not exceed \$50.00.
- 16) There is no drug testing for competitors.
- 17) Members of the sanctioned promoters family may not compete in the sanctioned promoters Ms Fitness competition.
- 18) Prizes: Trophies for 1st through 3rd place and 1st place, \$250.00; 2nd place, 150.00; 3rd place, \$100.00. This is a total of \$500.00 cash for prize money. The \$500.00 must accompany this signed sanction agreement. Competitor prize checks will be issued by the IFSB after verification of the competitors' membership status (amateur or pro). Amateurs cannot accept cash prizes.

- 19) Top three competitors will qualify for Ms. Fitness USA finals.
- 20) The sanctioned promoter must assume the expense of travel and lodging for up to three (3) days for up to two (2) IFSB representatives and the head judge's and expediter's professional fee.
- 21) A tabulator must be provided to tally scores.
- 22) Promoter must provide the IFSB with a mail piece, with first class postage applied, to be mailed to the IFSB's competitor list in the entire state where the competition is being held. The mail piece must include an application form solely for the Ms. Fitness event. At the promoters option, (s)he may supply enough mail pieces with first class postage applied to send to other states as well. If the promoter has other events being held in conjunction with the sanctioned Ms. Fitness event, promotional materials for those events may be included, as a separate entity from the Ms. Fitness competition entry form, in the mail piece.

The IFSB will supply the promoter with a health club/fitness center/gym mailing list for the state where the event is being held so that the promoter may send posters promoting their event. This poster must include Ms. Fitness information, but may be commingled with the promoters other events held in conjunction with the sanctioned Ms. Fitness event.
- 23) Sanctioning fee: None, however, prizes not awarded to competitors due to amateur status will not be returned to the promoter.
- 24) Venue for any dispute concerning this agreement is Jackson County, Oregon. The prevailing party in any arbitration or other litigation will be entitled to recover its expenses, including legal and expert fees and other costs reasonably incurred relative to the dispute.
- 25) This agreement constitutes the entire agreement between the parties and cannot be modified except by written instrument signed by each of the parties.

I/We agree to the terms and conditions stated herein:

Signature _____ Date _____

Approved on _____ By _____