



NATIONAL COWBOY CHALLENGE ASSOCIATION 2024 AFFILIATE AGREEMENT TERMS

This Affiliation Agreement (“Agreement”) is entered into by and between (“Affiliate”) and the National Cowboy Challenge Association (“NCCA”).

Whereas, Affiliate desires to become an NCCA Affiliate Association and receive the benefits and privileges associated with such designation.

Whereas, NCCA desires to designate Affiliate as an NCCA Affiliate Association subject to the terms and conditions of this Agreement.

For and in consideration of the mutual covenants contained in this Agreement, Affiliate and NCCA agree as follows:

1. NCCA does hereby designate Affiliate as an NCCA Affiliate Association thereby making Affiliate eligible to receive such benefits and assistance from NCCA as NCCA may determine.
2. Affiliate agrees that it will abide by (a) the terms and conditions of this Agreement; (b) the provisions of the Official NCCA Rulebook as it may be amended from time to time; (c) the policies and procedures of NCCA as they may be amended from time to time, and (d) the conditions of NCCA Events as they may be amended from time to time.
3. The Affiliate shall, in no manner, have authority, express or implied, to act for or bind NCCA in any manner.
4. NCCA does not assume responsibility for the acts or omissions of the Affiliate, its officers, directors, employees, or any other of its representatives. NCCA affiliate exists on a voluntary basis, according to pre-requisites and guidelines set forth by NCCA, designed to promote the cowboy challenge horse and protect its welfare, while creating a program of dissemination of information and allocation of benefits and assistance to members at the affiliate level.
5. If, in the NCCA’s sole opinion, the Affiliate does not support, serve or represent the NCCA interests within Affiliate’s region/country, NCCA reserves the right to revoke the Affiliate’s NCCA affiliation and designate one or more other affiliate(s) in the state/province/country to represent the interests not served or represented by the Affiliate.
6. Affiliate understands and agrees that the general affiliation prerequisites for obtaining and maintaining this affiliation area as follows:
 - Affiliate’s general purpose shall be the promotion and welfare of the cowboy challenge horse and association.
 - Affiliate must be a democratic membership organization where each member of the affiliate in good standing has equal rights, privileges, and the right to vote on Affiliate matters. Voting for NCCA officers, Directors at large, Regional Directors, or NCCA Bylaws require a current NCCA membership in good standing.
 - The Affiliate must conduct at least one(1)annual membership meeting, with adequate advance notice as to the time and location, where membership matters may be discussed and voted upon.
 - The Affiliate must have a governing body, board of directors, or executive committee, which is elected by its general membership. Affiliate Officers must be NCCA members in good standing.
 - If NCCA suspends an NCCA member’s participation privileges, the Affiliate shall likewise suspend such person’s participation privileges regarding Affiliate’s events. Unless waived by NCCA, persons suspended or disciplined by NCCA are ineligible to participate as officer or directors of the Affiliate.
 - The Affiliate shall exercise reasonable efforts to communicate and develop working relationships with the NCCA Board of Directors representing the region/country to fully convey the interests of the Affiliate to NCCA and circulate NCCA’s interests within the affiliate/region/ country.

7. Affiliate understands and agrees to adhere to the following requirements concerning submission of affiliate compliance items/documents:

- Annually, upon renewal, Affiliate shall provide a copy of their bylaws in compliance with NCCA policy. NCCA Affiliates, Section 6, and in the case of corporations, certification of good standing with the state/province/country's corporate regulatory agency if applicable, shall be on file with NCCA.
- Annually, the Affiliate shall pay an affiliate membership fee determined by the NCCA Board of Directors and submit a completed Affiliate Application renewal providing a listing of all officers and a designated contact person for communication with NCCA. The listing shall include names, telephone, and email addresses. The Affiliate shall provide an updated list to NCCA within thirty (30) days of any changes.
- Within fourteen (14) days after the first show Affiliate hosts during the calendar year, Affiliate shall submit a complete list of affiliate's members to NCCA. The Affiliate shall provide an updated membership list to NCCA quarterly in the format specified by NCCA, if new or changed information is received. A final membership list shall be submitted as specified by NCCA no less than thirty (30) days prior to NCCA Approved State Championships, National or World shows whichever comes first, for Affiliate member qualifiers to be recognized.
- Affiliate Shall submit to NCCA, within 14 days, any Affiliate documentation/information NCCA may request for just cause.

8. Affiliate warrants and agrees that it will (a) conduct its business affairs with integrity, sincerity, accuracy, and in compliance with NCCA rules, regulations, policies and procedures, in an open and forthright manner; (b) handle its business and operations in a manner which promotes the image of the cowboy challenge association; and (c) instill confidence among its members and the public in the cowboy challenge performance horse industry, avoiding any action conducive to discrediting the Affiliate and NCCA or membership in the Affiliate and NCCA.

9. NCCA hereby grants to Affiliate a non-exclusive, nontransferable, non-assignable and indivisible right and license to use the NCCA Logo and the NCCA Affiliates Logo, as set forth in affiliate handbook solely in conjunction with Affiliate activities/pursuits related to the promotion/advertising/marketing of the NCCA. The NCCA Logo's Marks and the identification numbers are set forth in the affiliate handbook. All marks reproduced by Affiliate must be in original form as provided to Affiliate by NCCA. Affiliate agrees that all its uses of the NCCA Logo & Marks shall be subject to prior approval of NCCA. Affiliate acknowledges the goodwill which NCCA had developed in connection with the NCCA Logo's & Marks. Accordingly, Affiliate agrees that it will not knowingly and intentionally take any actions which could adversely affect such goodwill as developed by NCCA. All rights to the NCCA Logos & Marks, other than those rights licensed under this Agreement, are reserved by NCCA for its own exclusive use and benefit, and NCCA may, at any time and at its sole discretion, terminate the license made subject of this section. Affiliate understands and agrees that upon the expiration or the earlier termination of this Agreement for any reason, all of such rights and interests licensed herein in the NCCA Marks shall cease, and all such rights and interests shall revert to NCCA. Affiliate acquires no ownership interest in any federal copyright protection of NCCA's name, logos or any of NCCA's marks or service marks presently in use, or later acquired. Affiliates agree that the logos & marks cannot be used on any merchandise without prior approval of the NCCA.

10. Affiliates must submit their logo for approval by the NCCA to ensure it will reflect the brand and professionalism of the NCCA.

11. All NCCA members may participate in the nomination and election of Regional Directors in their respective region or country administered under those guidelines approved by the NCCA Board of Directors.

12. Except to the extent due to the sole negligence of NCCA, Affiliate agrees to indemnify and hold harmless NCCA, its officers, directors, employees, and other representatives, from all third party claims, demands, causes of action, suits, judgments, liabilities, costs and expenses of any nature, whenever or however arising out of any negligent act or omission of Affiliate with regard to Affiliate conducting its services, events or programs.

13. Affiliation with NCCA is a privilege, not a vested right, granted or rejected at NCCA's discretion on an annual basis according to its procedures and requirements. NCCA, at its sole discretion, may terminate this Agreement with or without cause by providing Affiliate thirty (30) days prior written notice.

14. Should any ambiguity be discovered between the terms of this Agreement and/or its addenda, if any, and the NCCA Rules and Regulations, the NCCA Bylaws, Rules and Regulations shall prevail.

15. This Agreement shall constitute the entire agreement between the parties and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings executed prior to the date hereof. To the extent a previous Affiliate Agreement existed between the Parties, such agreement is hereby terminated and replaced with this Agreement. This Agreement may only be altered, amended, or modified by and in writing signed by the persons authorized to sign agreements on behalf of NCCA and Affiliate.

By the agreeing to this documentation on signing the affiliate application form is execution hereof, the Affiliate, acting by and through its President, a duly authorized corporate officer, does hereby agree to abide by and be bound to the above terms and conditions of this Affiliation Agreement

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