Mountain Bike Australia (MTBA) Inc.

PRIVATE PROMOTER AFFILIATION APPLICATION

• Mountain Bike Australia (MTBA) • PO Box 17 Mirani Qld 4754 • Email: info.mtba@mtba.asn.au

NEW AFFILIATION **RENEWING AFFILIATION**

current Affiliate ID # _____

State _____

PLEASE PRINT

AUTHORISED CONTACT (* Only one authorised contact allowed)

BUSINESS NAME

MAILING ADDRESS

CITY **STATE** **POSTCODE**

DAYTIME PHONE ( ) **FAX NUMBER** ( )

E-MAIL ADDRESS **WEB PAGE**

MTBA PRIVATE PROMOTER AFFILIATES:

1. Agree to be bound to the provisions detailed in the Deed of Assignment on the following pages.
2. Must have at least 1 company or entity principal as a full member of MTBA.
3. Will receive a current Promoters Guide Book and Technical Regulations.
4. Will co-operate at all times with MTBA in the conduct of events.
5. Will co-operate with MTBA in regards to ASDA.

Number of events or activities you plan to run in the next 12 months: ___

PRINCIPAL/S NAME (*required) **Mailing Address**

* 1 _____ MTBA member No.:

2 _____ Ph: ( )

3 _____ Ph: ( )

PROMOTER ANNUAL FEE

Cheque **Money Order** **Credit Card**

Card Number _____

Expire Date _____

Cardholder Name _____

Signature _____

Please make cheques payable to Mountain Bike Australia Inc.

Total fee enclosed **$330.00**

We hereby make application for membership with Mountain Bike Australia (MTBA) Inc. and agree to abide by the rules and regulations of the MTBA and the promoter charter. We recognise MTBA as the national governing body and membership organisation of mountain bike racing in Australia.

DATE _____ **AUTHORISED CONTACT SIGNATURE** _____

MTBA Inc. DATE RECEIVED _____ EVENT PACKED MAIL DATE _____

THIS DEED made on the _____ day of _____ 20_____

BETWEEN: MOUNTAIN BIKE AUSTRALIA INC.

of P.O. Box 17 Mirani in the State of Queensland 4754 ("**MTBA**")

AND: (enter name of affiliate)_____

of (enter registered address of affiliate)_____

("**PROMOTER**")

BACKGROUND

A. MTBA was incorporated on 31 August, 1999 with objects which include the administration and governing of sporting aspects of mountain biking in Australia and the management and conduct of mountain biking competitions.

B. MTBA operates a licensing system for competitors participating in competitive MTB events.

C. The Promoter intends to promote and operate a mountain bike competition event or series of events, particulars of which are set out in the Schedule hereto ("**Event**").

D. MTBA consents and agrees to the Promoter promoting and operating the event subject to the terms set out in this Deed ("**Deed**").

IT IS AGREED

1. Definitions

1.1 In this Deed the terms defined above and below have the meanings given to them and;

"**Event**" means one or more of the competitive MTB events described in the Schedule hereto;

"Competitor" means a competitor or competitors participating in the event.

"**Licence**" means an MTBA Licence issued to a competitor including an annual licence or day licence.

"Party" means either MTBA or Promoter.

"**MTB**" means mountain bike or mountain biking;

2. Construction

2.1 Unless expressed to the contrary, in this Deed:

(a) Words in the singular include the plural and vice versa;

(b) Any gender includes the other genders;

(c) If a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) "Includes" means includes without limitation;

(e) No rule of construction will apply to a clause to the disadvantage of a Party merely because that Party put forward the clause or would otherwise benefit from it;

(f) A reference to:

(i) A person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

(ii) Any legislation includes subordinate legislation under it and includes that legislation and it subordinate legislation as modified or replace; and

(iii) An obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation; and

(iv) If the date on or by which any act must be done under this Deed is not a Business Day, the act must be done on or by the next Business Day.

3. Adherence to MTBA Rules and Regulations

Subject to the requirements of Union Cycliste Internationale (UCI):

(a) The promoter agrees that, unless otherwise agreed, the event will be run according to the rules and regulations as detailed in the latest editions of the MTBA Technical Regulations and the Guide to MTB event Organisation and Management.

(b) The promoter agrees that the MTBA policies and any Codes of Conduct will be observed.

4. MTBA Licence

The Promoter shall require that all competitors in the event have a valid MTBA Licence as a condition of competing in the event.

(a) In circumstances where a competitor presents an MTBA Licence, that such License has an expiry date after the date of the event; or

(b) Where a competitor does not hold an MTBA Licence, issue to the competitor an MTBA day licence.

5. Collection of Licence Fees

(a) The Promoter shall collect on behalf of MTBA fees for the issuing of day licences and shall hold such day licence fees on trust for MTBA;

(b) The Promoter agrees to pay such licence fees to MTBA within 14 days after the date of event;

(c) The Promoter acknowledges and agrees that it shall hold no title or interest in the licence fees so collected and that such licence fees shall not form part of the revenue of the Promoter and shall always remain the property of MTBA;

(d) The Promoter shall provide to MTBA within 14 days of completion of the event all day licence books containing duplicate particulars of the day licenses issued at the event.

6. **Audit**

If requested to do so by MTBA, the Promoter shall provide to MTBA within 14 days of demand names, addresses and contact particulars for all competitors in the event.

Executed as a Deed.

Schedule (If more events need to be added please use a separate page and attach to this application)

Date of Event	Name of Event	Location of Event

Executed by Mountain Biking Australia Inc._____

Executed by the Promoter_____