This AGREEMENT is made and entered into on this 30 day of November 2016, by and between the COUNTY OF SPARTANBURG, a political subdivision of the State of South Carolina, having its principal place of business at 366 North Church Street, Spartanburg, SC 29303 ("County"), Supercross BMX ("Supercross BMX") located at 600 South Church Avenue, Landrum, SC 29356 and American Bicycle Association, DBA USA BMX ("USA BMX"), located at 1645 W. Sunrise Blvd., Gilbert, AZ 85233, the sanctioning body and provider of liability insurance coverage for Supercross BMX.

WHEREAS, USA BMX sanctions events, competitions, practices and other activities conducted by Supercross BMX on land owned by Spartanburg County at North Spartanburg Park in an area consisting of a starting area, storage facilities and jumps within a fenced area, as well as an adjacent building, generally described as the "facilities," and

WHEREAS, USA BMX and Supercross BMX desire to continue utilization of such facilities to host USA BMX sanctioned events, competitions and practices, and,

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, USA BMX, Supercross BMX and the County, each for itself and its successor and assigns, intending to be fully and legally bound, agree as follows:

1. CONTRACT DOCUMENTS. The entire contract entered into by the County, USA BMX, and Supercross BMX shall incorporate the Parks Partner Agreement, attached hereto as Exhibit A and incorporated herein by reference and the Facility Map/Diagram of the properties addressed by this Agreement, attached hereto as Exhibit B and incorporated herein by reference.

2. PURPOSE. The purpose of this Agreement is to provide for the use and ongoing maintenance of the Supercross BMX facilities and the area immediately surrounding the facilities, on an as-needed basis.

3. PRIORITY. Supercross BMX shall have exclusive use of the facilities for those events, competitions, practices and other activities sanctioned and insured by USA BMX. Supercross BMX and USA BMX agree that Supercross BMX will not host any events, competitions, practices, activities or otherwise permit use of any facilities unless such events, competitions, practices, activities or other use are sanctioned and insured by USA BMX. Supercross BMX and the County shall cooperate to avoid any conflicts between use of the Supercross BMX facility and other uses that may be scheduled at North Spartanburg Park. Supercross BMX shall provide the County with a written schedule of dates and intended use of its facilities at the beginning of the term of the Agreement for each calendar year and at the start of each calendar year thereafter. The County has final approval of all scheduled Supercross BMX activities and County’s scheduled events at North Spartanburg Park take precedence over those of Supercross BMX. The County will
incorporate the Supercross BMX schedule into the County's schedule. It is understood that the schedule may change from time to time, and that Supercross BMX shall give reasonable notice to the County in such cases. If, for any reason, the schedule requires changing by the County, the County will try to give reasonable notice to Supercross BMX. It is understood by the parties that questions concerning schedules, operating procedures and rules governing the use of the property and/or facilities may arise during the use of the facilities. Both parties pledge their cooperation to resolve disputes. However, in matters of scheduling, Spartanburg County, as owner of North Spartanburg Park, is the final authority.

4. FACILITY SAFETY: When Supercross BMX or USA BMX identifies perceived unsafe conditions or actions associated with the facilities, it will timely resolve the perceived unsafe condition or action. Supercross BMX will secure the facilities when they are not in use and will only allow persons registered with Supercross BMX to participate in Supercross BMX-sponsored events, competitions and practices that are sanctioned and insured by USA BMX. The County reserves the right to inspect the area surrounding the facility and to notify Supercross BMX of any maintenance and safety issues identified. The County reserves the right to close the facility until such time as perceived safely and maintenance issues are resolved.

5. INDEMNIFICATION. Within the limits of the S. C. Tort Claims Act and other applicable laws of the State of South Carolina, Supercross BMX and USA BMX hereby agree, and bind their heirs, personal representatives, successors and assigns, to assume any and all liability for accidents or injuries to persons, or damage to property (collectively "Liabilities"), that may be caused by Supercross BMX or USA BMX or its agents in connection with any "event", occupation and use of the property and/or facilities contemplated herein, and Supercross BMX and USA BMX agree further to be responsible for those claims and/or costs associated with such Liabilities. Neither the execution of this Agreement nor the issuance of any permit, however, shall be construed to expand the legal obligations of the Agreement to any third party.

6. VOLUNTEERS. Supercross BMX utilizes volunteers to assist with improvements and operation of the facilities. Supercross BMX volunteers do not work under the direction of the County nor are the volunteers employed by the County. Supercross BMX will arrange for background checks of all Supercross BMX board members, coaches and officials.

7. INSURANCE. Annually, USA BMX shall provide the County evidence of liability insurance from USA BMX naming the County as an additional insured. USA BMX shall maintain liability insurance covering its facilities in the amount of One Million ($1,000,000.00) Dollars. Said insurance will cover all events, competitions, practices and activities organized or operated by Supercross BMX and will provide to the County liability insurance coverage if participants, spectators or trespassers are injured at the facility.

8. AMENDMENT. The parties may mutually waive, amend, or modify parts of this Agreement. Such amendments, changes, modifications, or waivers shall not be binding
unless they are in writing and signed by personnel authorized to bind the parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. CHOICE OF LAW AND VENUE. This Agreement will be governed by the laws of the State of South Carolina, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of South Carolina, County of Spartanburg.

10. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. INTEGRATION CLAUSE. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties.

12. TERM AND TERMINATION. The term of this Agreement shall be from the date hereof and shall extend until December 31, 2017. The Agreement can be extended by mutual agreement in increments of one year provided that notice of the intent to extend is given in writing to the other party with in sixty (60) calendar days prior to expiration of this agreement on December 31, 2017. Any party hereto may terminate this Agreement upon at least thirty (30) calendar days advance written notice to the other parties. Should the track operators cease to provide services at the facility, USA BMX will immediately notify the County and the County will secure the facility until new track operators can be recruited by USA BMX and can sign a revised version of this Agreement.

13. ANNUAL CONSULTATION. The parties agree to review the operation of this Agreement annually or as needed.

14. PROPERTY AND EQUIPMENT. No fixed assets or personal or real property will be jointly or cooperatively acquired, held or disposed of pursuant to this Agreement. Unless there is mutual agreement among the parties to extend the Agreement, Supercross BMX shall have sixty (60) calendar days at the conclusion of the Agreement to remove or dismantle any property owned by Supercross BMX. If the property is not removed from the site, Spartanburg County may remove and dispose of the property at its discretion.

15. SEVERABILITY. If any provision of this Agreement conflicts with any law, conflict shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.
16. DISPUTES. In the event that a dispute arises under this Agreement, it will be resolved jointly by the Parks and Recreation Director and the designee of Supercross BMX. If the dispute cannot be resolved, it will be elevated to the County Administrator and the Supercross BMX's designee.

17. FACSIMILE/SCANNED SIGNATURE. The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

18. NOTICES. All notices and any payments hereunder may be delivered or mailed. If mailed, they shall be sent to the contacts at the following respective addresses:

To: County: County Administrator
    PO Box 5666
    Spartanburg, SC 29304

    USA BMX: American Bicycle Association,
    DBAUSABMX
    1645 W. Sunrise Blvd.
    Gilbert, AZ 85233.

Copy to: Parks and Recreation Director
    Spartanburg County Parks Department
    9039 Fairforest Road
    Spartanburg, SC 29301

    Michael Fortenberry
    Track Director
    Supercross BMX
    600 South Church Avenue
    Landrum, SC 29356

    County Attorney
    Spartanburg County
    P.O. Box 5666
    Spartanburg, SC 29304

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.
For USA BMX:

WITNESSES:

Byad Hallin
Mandi Passa

For Supercross BMX:

WITNESSES:

Katie Melton
Donald R. Peek

For County:

WITNESSES:

Sandi Chumley
Joan Hipp

John Ray

USA BMX

Michael Fortenberry
Track Director
Supercross BMX

James L. Hipp
Deputy County Administrator

APPROVED AS TO FORM
GRADNABURG COUNTY ATTORNEYS OFFICE
DATE 4/24/19
Exhibit A
Parks Partner Agreement

1. Description of Program: Supercross BMX, USA BMX - events, competitions, practices and other activities sanctioned and insured by USA BMX

2. Address of Project/Program
   a. Venue Name: North Spartanburg Park - BMX Track
   b. Owner of Venue: Spartanburg County
   c. Parcel Number: 2-43-00-096.01
   d. Address: 1160 Old Furnace Road
   e. City: Boiling Springs
   f. State: SC
   g. Zip Code: 29316

3. Public Served (Target Market) By Project/Program
   a. _x_ Families (parents and children together)
   b. Age Group (check all that apply):
      _x_ (17 & under)
      _x_ (18-24)
      _x_ (25-50)
      _x_ (50 & over)
   c. Sex (check only one):
      ___ Male Only
      ___ Female Only
      _x_ Both Male and Female

4. Start/End of Agreement
   a. Start Date: January 1, 2017
   b. End Date: December 31, 2017 (Agreement can be extended by mutual agreement in increments of one year)

5. Desired Outcomes for Spartanburg County Parks Department:
   a. BMX track open to the public for use by community and for large events that attract participants from outside Spartanburg County
   b. BMX track open to the public, 3+ times per week. When the track is open to the public, it will be staffed by Supercross BMX
   c. A minimum of 50 participants will utilize the BMX Track per week

6. Desired Outcomes for Parks Partner:
   a. Provide BMX Track facility for events, competitions and practices
   b. Increase membership within USA BMX

7. Responsibilities of County:
   a. Assist Supercross BMX in promoting their events, competitions and practices
   b. Assist Supercross BMX with preparing the site for large events that attract participants from outside the County and that assist with the County’s efforts in the sports tourism business
   c. Assist with maintenance of trees within the site as needed. It will be the responsibility of Supercross BMX to notify the County of any maintenance needed.
   d. Responsible for all maintenance outside the fence surrounding the BMX track
e. Responsible for all utility payments
f. Work with Supercross BMX to ensure all signage is consistent with Spartanburg Parks signage
g. As available, assist Supercross BMX with landscape maintenance inside the fenced area surrounding the BMX track

8. Responsibilities of Parks Partner:
   a. Operation of Supercross BMX program
   b. Ensure that the BMX Track is open to the public for use 3+ times per week to include staffing the BMX Track
   c. Develop schedule for hours of operation and ensure the BMX track is open within those scheduled times
   d. Ensure that all schedule changes are communicated to Spartanburg County
   e. Safety inspections and routine maintenance inside the fenced area surrounding the BMX track
   f. Responsible for all maintenance and improvements of the BMX Track
      i. Supercross BMX will obtain permission from the County on their routine maintenance schedule and all proposed improvements prior to making any improvements
   g. Partner with other cycling organizations/clubs to increase usage of BMX Track
   h. Ensure that Supercross BMX or USA BMX does not charge fees, sell food/merchandise or utilize vendors without prior authorization from Spartanburg County

9. Program Manager:
   a. Name: Sean Veilleux
   b. Email: sveilleux@spartanburgcounty.org
   c. Phone: (864) 384-3435

10. Contract Administrator for County:
    a. Name: Kevin Stiens
    b. Email: kstiens@spartanburgcounty.org
    c. Phone: 864-804-5599

11. Contract Administrator for Supercross BMX:
    a. Name: Michael Fortenberry
    b. Email: mike828817@gmail.com
    c. Phone: 864-921-7225
Exhibit B:
Facility Map/Diagram
North Spartanburg Park (1160 Old Furnace Road Boiling Springs, SC 29616)
Signature Certificate

Document Reference: EGM959JRG59R9BA8PFTMGT

Mandi Abaroa
Party ID: 3SAVTDJR6LWCLEGL5G6P6S
IP Address: 68.230.122.212
VERIFIED EMAIL: mandi@usabmx.com

Electronic Signature: 

Multi-Factor Digital Fingerprint Checksum: 693c4787a860625324df9577e79a7ed59031356

Brad Hallin
Party ID: PI3LIJI4AJBAVAB6BJNFB5
IP Address: 68.0.156.7
VERIFIED EMAIL: brad@usabmx.com

Electronic Signature: 

Multi-Factor Digital Fingerprint Checksum: 73555b516783a4021982dfb535885a9f47a8e8b6

Timestamp Audit
2016-12-24 10:27:48 -0800
All parties have signed document. Signed copies sent to: Mandi Abaroa and Brad Hallin.

2016-12-24 10:27:47 -0800
Document signed by Mandi Abaroa (mandi@usabmx.com) with drawn signature. - 68.230.122.212

2016-12-24 10:25:30 -0800
Document viewed by Mandi Abaroa (mandi@usabmx.com). - 68.230.122.212

2016-12-24 09:19:24 -0800
Document signed by Brad Hallin (brad@usabmx.com) with drawn signature. - 68.0.156.7

2016-12-24 09:19:04 -0800
Document viewed by Brad Hallin (brad@usabmx.com). - 68.0.156.7

2016-12-24 09:19:04 -0800
Document created by Brad Hallin (brad@usabmx.com). - 68.0.156.7

This signature page provides a record of the online activity executing this contract.
# CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY):** 3/21/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERRES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

USI Insurance Services LLC  
2375 E. Camelback Rd, Suite 250  
Phoenix AZ 85016

## INSURED

American Bicycle Association  
dba: USA BMX  
P.O. Box 718  
Chandler AZ 85244

## CONTACT NAME:

Clorinda Thompson

**PHONE (A/C, No. Ext):** 602-279-5800

**FAX (A/C, No):**

**E-MAIL ADDRESS:** phx.certificates@usi.com

## INSURER(S) AFFORDING COVERAGE

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## INSURER A: Philadelphia Indemnity Insurance Co

## COVERAGES

### CERTIFICATE NUMBER: 956902016

### REVISION NUMBER:

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

### INSURER(S) AFFORDING COVERAGE

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### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and any other entities listed below are listed as additional insured under the General Liability on a primary & Non Contributory Basis including waiver of subrogation with respect to the American Bicycle Association/USA BMX sanctioned events/competitions/practices and other operations conducted by American Bicycle Association/USA BMX track operators on behalf of the American Bicycle Association/USA BMX.

RE: Supercross BMX #1639 Spartenburg County-North Spartenburg Sports Complex.

## CERTIFICATE HOLDER

Spartenburg County - North Spartenburg Sports Complex  
1160 Old Furnace Rd  
Boiling Springs SC 29316-0000

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## AUTHORIZED REPRESENTATIVE

[Signature]

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