

## **2024 UCI Men's Road Continental Team Bank Guarantee Agreement**

This Bank Guarantee Agreement, entered into November 1<sup>st</sup>, 2023 between USA CYCLING, Inc., (“USAC”) with its principal place of business located at 210 USA Cycling Point, Colorado Springs, CO 80919 and \_\_\_\_\_ (“the Team”), whose address is \_\_\_\_\_.

### **Recitals**

- A. USAC is the national federation under the UCI for the sport of cycling in the United States;
- B. As the national federation, USAC manages the registration process for UCI Men's Road Continental Teams (“Continental Team”);
- C. UCI regulations require that any Continental Team applying for registration with USAC must set up an unconditional bank guarantee in favor of USAC;
- D. Such guarantee must meet the requirements set out by the UCI.

USAC and the Team therefore agree as follows:

1. **Amount of Guarantee.** The amount of the guarantee shall be the greater of:
  - a. 20,000 euros (indexed by country in accordance with the UCI table) or;
  - b. 15% of the total pay due to the riders and other staff (whether employees or self-employed) contracted for the Team’s riders and staff. If at any time during the season the team adds another rider or staff under contract, and said contract would increase the required guarantee, the Team will immediately provide USAC with additional payment to proportionally increase the Team’s guarantee account balance to remain at 15% of the total pay due.
2. **Timing of the Guarantee.** The Team will provide USAC good funds made out to the Team, to be received no later than November 25<sup>th</sup>, 2023.
3. **Rollover.** The Team may rollover its guarantee from the prior year.
4. **Duration.** The bank guarantee will be valid from January 1, 2024 – March 31, 2025.
5. **Custody of Guarantee Funds.** USAC will deposit the bank guarantee in an account set up for the Team under the Team’s tax ID number. The guarantee interest accrued is the property of the Team. Income taxes on the interest accrued is the responsibility of the Team. Once the money is deposited, it may only be withdrawn by USA Cycling.
6. **Calling Up of the Guarantee.** The procedures for (1) making a claim against the guarantee by a rider or staff (“Creditor”), (2) contesting such a claim, and (3) payment of such a claim are provided for in Articles 2.17.023-026 of the Cycling Regulations of the UCI.

7. **Replenishment of the Guarantee.** If the guarantee is drawn upon, the Team must replenish the guarantee to its full amount within 30 days by sending good funds to USAC. If the Team fails to replenish the funds within 30 days, it shall be automatically suspended.

8. **Return of Guarantee.** USAC will begin the withdrawal process to return the guarantee with any interest to the Team on March 31<sup>st</sup> of the year following the Team's last year as a Continental Team. If the team will remain a Continental Team the following year, but its required guarantee is less than the amount currently held, USAC will remit the difference to the Team on/after March 31<sup>st</sup>.

9. **Withdrawal.** USAC will on only withdraw funds from the guarantee for the following reasons:

- a. To render payment to a claimant per Section 6;
- b. To pay UCI fines that remain unpaid at the end of the season
- c. To pay USAC fines or fees that remain unpaid at the end of the season
- d. To return the guarantee to the Team should it not continue as a Continental Team the following season
- e. To return part of the guarantee to the Team should it continue as a Continental Team the following season, but with a smaller required guarantee amount.

10. **Miscellaneous.** This Agreement is entered into and shall be governed by the laws of the state of Colorado and the USA. The exclusive venue and jurisdiction of any action arising from this agreement shall be the District Court of El Paso County, Colorado or Federal District Court for the District of Colorado. The prevailing party shall have the right to recover their reasonable attorney fees and costs. This Agreement expresses the entire Agreement of the parties hereto relative to the subject matter of this Agreement. No covenants, agreements or representations or warranties of any kind whatsoever have been made by any party hereto except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and are integrated and are superseded by this Agreement.

**USAC:**

USA Cycling, Inc.

By: \_\_\_\_\_  
Brendan Quirk, CEO

Date: \_\_\_\_\_

**The Team:**

\_\_\_\_\_  
Team Name

By: \_\_\_\_\_  
Team Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Team EIN Number