

**OLYMPIC & PARALYMPIC TRAINING SITE  
FACILITY DESIGNATION LICENSE, USE AND ACCESS  
AGREEMENT**

This OLYMPIC & PARALYMPIC TRAINING SITE FACILITY DESIGNATION LICENSE AND USE AND ACCESS AGREEMENT (this "Agreement") is made and entered into as of January 1, 2025, by and between the United States Olympic & Paralympic Committee, a federally-chartered nonprofit corporation (the "USOPC"), and the City of Chula Vista, a California chartered municipal corporation, ("CV," or "Chula Vista").

**BACKGROUND**

- A. Pursuant to the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. §220501 *et seq.*, and as a means of financially supporting the development and training of U.S. Olympic Team and U.S. Paralympic Team athletes, the USOPC has been vested with exclusive authority to control the use of Olympic and Paralympic related marks, images, and terminology in the United States.
- B. The USOPC desires to ensure that the USOPC, its National Governing Bodies (as defined herein), and their elite athletes receive favorable pricing and priority access to high-quality training facilities.
- C. CV owns a training center located at 2880 Olympic Parkway, Chula Vista, California (the "Facility") and desires to provide access to the USOPC, its NGBs, and their elite athletes at its facilities under the terms contained in this Agreement. CV operates the Facility via a Third-Party Operator. The Facility is commonly known and operated as the Chula Vista Elite Athlete Training Center ("CVEATC").

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

**1. DEFINITIONS**

- 1.1 "Approved Events" shall mean events designated as such by mutual Agreement of the USOPC, an NGB, and CV. Certain events may be precluded from designation as Approved Events, including any event that is not on the program of the Olympic or Paralympic Games, any event not sanctioned by the USOPC, an NGB or International Federation, and any event sponsored or presented by a third party that is not a USOPC Sponsor.
- 1.2 "Designated Products" shall mean products of USOPC Sponsors that fall within their USOPC sponsorship categories.
- 1.3 "Elite Athlete" shall mean high-level national and international level athletes at the Olympic and Paralympic level.
- 1.4 "Force Majeure" will mean a fire or other casualty, Act of God, strike, lockout, war or civil disturbance or other cause beyond the reasonable control of the parties.
- 1.5 "Long-Term Camp" means an NGB offers training activities where the athlete may stay at the CVEATC for thirty (30) consecutive days.

- 1.6 "Resident" means that the NGB offers training activities where the athlete may stay at the CVEATC for at least one hundred and twenty (120) days annually (non-consecutive) in total.
- 1.7 "Olympic and Paralympic Marks" shall mean any Olympic or Paralympic related marks, names, designs, logos, symbols, emblems, designations, indicia, and terminology, including but not limited to the Signage Designations, Training Site Designation and Developed Marks, those set forth in 36 U.S.C. § 220506, and those which are the subject of federal trademark registrations owned by the USOPC.
- 1.8 "National Governing Bodies" shall mean any of the national governing sports entities recognized and certified by the USOPC. For purposes of this Agreement, all references to National Governing Bodies or NGBs will also include Paralympic governing bodies, which have historically been referred to as High-Performance Management Organizations or "HPMO."
- 1.9 "Paralympic Sports Organization" means an organization that is an amateur sports organization recognized and certified as a National Governing Body by the USOPC.
- 1.10 "Short-Term Camp" means an NGB offers training activities where the athlete may stay at the CVEATC for less than thirty (30) consecutive days.
- 1.11 "Signage Designations" shall mean a reference to CV or to the Training Site using the word "Olympic or Paralympic" as set forth in Section 8 of this Agreement.
- 1.12 "Training Site" shall mean any areas designated by CV for NGB athletes use, including but not limited to an individual facility, venue, stadium, seating area, room, building, walkway, gate, or entrance/exit.
- 1.13 "Training Site Designation" shall mean the designation "A U.S. Olympic & Paralympic Training Site" with the graphical depiction of the USOPC logo, as set forth in Exhibit A hereto. The name of the Training Site will not at any time include any part of the Training Site Designation within it unless expressly agreed to in writing by the USOPC.
- 1.14 "USOPC Sponsors" will mean those sponsors listed here: [www.usopc.org/sponsors](http://www.usopc.org/sponsors) as updated by the USOPC from time to time.

## **2. TERM AND NGB AGREEMENT**

- 2.1 This Agreement shall, unless sooner terminated in accordance with the provisions set forth elsewhere in this Agreement, be effective as of January 1, 2025, upon execution and approval of the Chula Vista City Attorney and shall terminate on December 31, 2028. CV and the USOPC agree to enter into negotiations during the six (6) month period commencing January 1, 2028, concerning a new agreement to take effect at the conclusion of this Agreement. In the event that the USOPC and CV do not reach an agreement by the end of such six (6) month period, other than as specifically provided herein, the USOPC shall not have any further obligation to the CV, and the CV shall not

have any further obligation to the USOPC, under this Agreement upon its termination or expiration.

### **3. CV'S RESPONSIBILITIES FOR OPERATION, AND MAINTENANCE OF TRAINING SITE**

- 3.1 CV represents and warrants to the USOPC that it has the Facilities necessary for the Training Site which is of high quality and has met and will reasonably meet the training requirements of the NGB(s) as described in Section 3.2 of this Agreement. Other than as specifically and expressly stated in this Agreement, the USOPC shall not incur financial obligations with respect to the subject matter of this Agreement by implication or otherwise. Except as otherwise expressly provided in this Agreement, during the Term of this Agreement, CV shall maintain and operate the Training Site in accordance with the terms and provisions of this Agreement. CV shall have sole and unfettered authority regarding the types, number, locations, and use of facilities on the Training Site.
- 3.2 Throughout the Term of the Agreement, CV agrees to maintain the Training Site and facilities in the physical condition that the Training Site and facilities were in as of the Effective Date, reasonable wear and tear excepted, in accordance with high industry standards. Such standards shall include compliance with: (i) all applicable federal, state and local laws and regulations; (ii) all standards and regulations set by the International Sport Federations (IFs) that are recognized by the International Olympic Committee (IOC) for sport training venues including, but not limited to, the soccer and rugby fields, athletic track, athletic throwing fields, beach volleyball courts, archery ranges, BMX cycling tracks, field hockey pitches, and tennis courts; (iii) all applicable codes including the International Fire Code (IFC) and International Building Codes (IBC) for fire-life-safety policies and procedures; (iv) all applicable laws and codes set by the federal, state, city, and local governments that relate to food safety, ADA compliance, health, general safety, building, machinery, equipment, mechanical and other structural and facility matters; and (v) USOPC standards and practices modeled after the APPA: Leadership in Educational Facilities (APPA) and the International Facilities Management Association (IFMA) standards. The USOPC Facilities Management Division may review, in person, the condition of the Training Site and facilities up to two (2) times per calendar year during the Term. If any areas or practices within the Training Site or facilities are found not to meet the standards in this Section 3.2, those areas or practices must be promptly addressed by CV and corrected at CV's expense. USOPC represents and warrants to CV that, as of the Effective Date, the Training Site complies with all standards set forth in this Section 3.2.
- 3.3 CV will demonstrate compliance with Section 3.1 above, by hereby agreeing to comply with all USOPC's Audit and Reporting Requirements set forth in Exhibit B hereto.
- 3.4 In addition to compliance with the USOPC's Audit and Reporting Requirements, CV agrees that USOPC may periodically make other inspections of the Facility as it determines necessary, provided that no less than ten (10) business days' notice of such inspection is given to CV. If any areas or practices within the Facilities are found not to meet the standards above, in USOPC's reasonable judgment, USOPC will provide CV with written notice of such failure in those areas and CV will promptly address and correct the failure at CV's expense or provide the USOPC with a written timeline and plan to address the failure within 10 business days.

#### **4. ACCESS TO TRAINING SITE**

- 4.1 CV hereby agrees to permit the USOPC and NGBs use of the Training Site throughout the term of this Agreement on the terms and conditions provided for herein. For clarity, USOPC staff who support NGB programming will have reasonable access to training facilities at the CVEATC in order to fulfill their duties with respect to NGB training needs. Notwithstanding any provision to the contrary within this Agreement, meals will be available at a reasonable cost to USOPC staff. Additionally, in any case, CV enters into an agreement with a third party(ies) to provide sports medicine, sports science, conditioning and/or rehabilitation services at the Training Site, CV will encourage such third party or parties to provide USOPC and NGB-designated U.S. athletes access to such services on the providers' best terms. For the avoidance of doubt, if the third party falls within CV's definition of Participant, this third party will be subject to the requirements of Exhibit D.
- 4.2 CV will obtain the USOPC's approval before offering or permitting any (i) non-editorial/commercial media access, or (ii) access to any video production company for any non-news related videotaping purpose, in either case, specific to the Olympic and Paralympic Movement, including but not limited to the Olympic & Paralympic Training Site Designation (as opposed to for the purpose of doing a piece about CV's non-Olympic or Paralympic activities). To clarify, third parties can produce stories and programs about NGBs at the Training Site with the USOPC's approval, subject to the understanding that any proposed use of the Training Site Designation or any Olympic and Paralympic Marks (even in background shots) will require a signed USOPC on-location agreement and proof of insurance.

#### **5. FEES AND CONSIDERATION**

- 5.1 Although it is expected that the USOPC will continue to make funding available to NGBs for training activities, the USOPC is not, by this Agreement, making any commitment to fund specific NGB activities at the Training Site and CV is not relying on any such commitment or expectation in entering into this Agreement.
- 5.2 CV will provide the below room rates to certain NGBs for their training activities. The USOPC will communicate which NGBs should receive these rates to CV annually. CV may negotiate with NGBs directly the cost of room nights and rates that are not included in the USOPC's annual allocation.

<b>NGB User Category</b>	<b>Number of Annual Room Nights</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Resident & Long-Term Camp	12,000	\$118	\$122	\$125	\$129
Short-Term Camp	10,000	\$160	\$165	\$170	\$175
Offsite w/ Meals		\$50	\$52	\$53	\$55
Offsite w/o Meals		\$30	\$31	\$32	\$33
Meal		\$10	\$10	\$11	\$11

## 6. TRAINING SITE PROGRAMMING

- 6.1 CV will create, promote, and/or host programs and events at the Training Site that promote certain sports, as agreed upon by both parties.
- 6.2 At mutually agreeable times and locations, CV will permit the USOPC and the NGBs to conduct, at their own expense, programs to attract elite and community athletes to participate in the sports conducted at the Training Site to (a) develop a supportive culture for that sport in the Training Site's locale, (b) ensure that robust opportunities exist for those athletes to develop to their full potential as competitors, and (c) ensure that training and competitive opportunities for elite athletes exist at the Training Site.
- 6.3 CV, in cooperation with the NGB, may coordinate, at its own expense, a range of athlete services for NGBs, athletes, and coaches to provide for their personal as well as athletic development, such as sports science, sports medicine, housing, local employment opportunities, educational opportunities, coaches and officials training, and community activities. Unless they are USOPC sponsors, service providers may not promote or create an association with the USOPC or Team USA in exchange for the services. The USOPC, through its network of contacts, will use its commercially reasonable efforts to provide assistance with such services when requested to do so by the NGB.
- 6.4 CV will permit the USOPC to conduct its sponsorship/marketing, community outreach, and other events at the Training Site, subject to the availability of the requested facilities and subject to City approval of terms to be negotiated on a case-by-case basis. The USOPC acknowledges that such activities may not conflict with pre-existing contractual commitments of CV. The USOPC will be required to obtain from CV its prior approval for any USOPC fundraising events to be held at the Training Site.
- 6.5 CV will operate the CVEATC dining hall and food service in a manner that is at least equivalent to the USOPC practices, policies and procedures in place at the time of execution of this Agreement including the following:
  - Compliance with all applicable federal, state and local food, allergen and

health safety codes.

- Monthly meetings with USOPC sport dietitians to approve and discuss menus and nutrition information
- Food labeling system, which includes nutrient analysis and nutritional facts for all menu items, and labeling for key food allergens (dairy, gluten, nuts and eggs).
- Nutrition education exhibits in the dining hall (e.g. table tents and other visuals), and nutrition education for the dining hall staff.
- Systematic menu planning that includes a 4-6 week cycle menu that varies seasonally and allows for daily and weekly variety.
- Systematic review of the dining hall provisions, which includes resident athlete satisfaction surveys, user satisfaction surveys, and an annual review by the USOPC sport dietitians of the food services provided.

6.6 In all instances of access to the Training Site pursuant to Sections 6.1 through 6.4 above, CV will provide such access at favorable rent rates and will assist the USOPC and its NGBs in securing catering and similar services at favorable rates. CV has exclusive authority to determine what catering services can operate at the facility.

## **7. USE OF OLYMPIC AND PARALYMPIC TERMINOLOGY AND MARKS BY CV**

7.1 USOPC Sole Owner of Olympic Marks. CV acknowledges that USOPC is the sole owner of all Olympic and Paralympic-related marks, names, designs, logos, symbols, emblems, designations, indicia, and terminology (collectively, "Olympic Marks"), including but not limited to the Training Site Designation. As used herein, "Training Site Designation" shall mean the designations as set forth in Exhibit A attached hereto. Except as specifically set forth in this Section 7, this Agreement does not grant to CV any right to use any Olympic Marks.

7.2 Use of Training Site Designation with Name of Facility. The parties acknowledge and agree that during the Term of this Agreement, CV intends to continue to operate the CVEATC as a USOPC "Olympic and Paralympic Training Site" and that the USOPC supports that intention. City shall have the right to change the name in its discretion provided that the name does not include reference to any Olympic mark, name, or other terminology, and the inclusion of any third-party mark or name must be approved by the USOPC. The terms in this Section 7 shall (i) only apply during the Term of this Agreement, and (ii) describe the means by which the USOPC grants to CV the necessary rights and opportunities to use the "Training Site Designation" as that term is defined in this Agreement. No other transfer of rights to Olympic marks is contemplated. As CV operates the CVEATC, "Olympic Training Site" status will be one element of the CVEATC, not its entirety. As such, and subject to the terms hereof, CV will be free to pursue sponsorship and event opportunities for the CVEATC only and will not permit any such CVEATC only sponsorship to suggest any relationship between the USOPC and any entity that is not a USOPC sponsor. Any sponsor who desires an association between CVEATC and the USOPC must be approved by the USOPC, not to be unreasonable withheld. The parties will cooperate reasonably throughout the Term of this Agreement to implement the following terms in light of the foregoing principles.

7.3 Grants of Rights to Training Site Designation. USOPC hereby grants to CV a non-exclusive right and license to use the Training Site Designation and to refer to the fact that the CVEATC is a "U.S. Olympic and Paralympic Training Site" subject to the terms and conditions, as set forth in, this

Agreement. CV acknowledges and agrees that each proposed use of the Training Site Designation must be submitted to the USOPC for its prior written approval, which approval may be granted or withheld by the USOPC in its sole discretion. All uses by CV of the Training Site Designation must be secondary, and not primary, in nature, meaning that all uses of the Training Site Designation must be less prominent than references to the Training Site or to CV itself. All uses by CV of the Training Site Designation must be as a standalone designation, combined only with the name of the CVEATC, and not combined with any other name or mark. Where USOPC prior approval is required, USOPC agrees to exercise its discretion reasonably and agrees to use reasonable efforts to ensure that all requests for approval are processed promptly. All rights in and to Olympic Marks (including but not limited to the Training Site Designation) not specifically granted to CV herein are reserved by USOPC.

7.4 Signage. USOPC and CV will mutually agree on changes to the existing locations for the Training Site Designation usage at the CVEATC. CV will be solely responsible for the fabrication of the elements and installation of the signage for the CVEATC which contains the Training Site Designation, and which are affixed to the signs, billboards and similar structures at the Training Site (the "Sign Faces"). The Sign Faces will be fabricated to the specifications reasonably established by USOPC and CV at the sole cost and expense of CV. CV agrees to repair, operate, and maintain the signs, billboards and other similar structures so that the Training Site Designation will always be displayed in accordance with this Agreement. CV may display outside of the CVEATC banners or flags bearing an Olympic Mark designated by USOC ("Olympic Mark Banners/Flags"), provided that, (i) no such Olympic Mark Banners/Flags may be larger than the United States or State flag, and (ii) any Olympic Mark Banners/Flags must be displayed within reasonably proximity of a CVEATC or a City of Chula Vista flag or flags, and in such event (a) such Olympic Mark Banners/Flags shall be no larger than such CVEATC or City of Chula Vista flag or flags, and (b) such Olympic Mark Banners/Flags shall not be in greater numbers than such CVEATC or City of Chula Vista flag or flags. The parties acknowledge and agree that, as of the date of this Agreement, there exist certain signs and other installations at the CVEATC that depict one or more Olympic marks not licensed to CV hereunder (the "Residual Marks"). The parties will cooperate reasonably to address each such Residual Mark as appropriate under the terms hereof. Consistent with the terms hereof, CV will remove and/or cover each such Residual Mark as instructed by USOPC. In general, it is the intent of the parties to remove and/or cover Residual Marks that appear in publicly viewable locations (e.g., exterior building features), and consider allowing them to remain where they appear in restricted areas (e.g., within dorms or cafeterias), provided always that no non-USOPC Sponsor third party mark or designation is ever used in connection with, or in proximity to, any such Residual Mark. No other usage of Olympic and Paralympic Marks, either stated or implied, and no abbreviation of the Training Site Designation or the Signage Designations is authorized by this Agreement. CV will not employ nicknames or encourage others to employ nicknames or other names for the Training Site and will endeavor to discourage the use by third parties of nicknames or other names for the Training Site.

7.5 Third Party Use. CV will have no right to permit use of the Training Site Designation or any other Olympic Marks by any third party without USOPC's prior written consent. On a case-by-case basis, USOPC will review requests for, and may approve in its sole discretion, the use of the Training Site Designation by entities that sponsor USOPC and secure certain rights to, among other things, the Olympic and Paralympic Marks (the "USOPC Sponsors"). CV may submit to USOPC requests for use of the Training Site Designation in connection with on-site sponsor recognition or for use by third parties, which requests will be reviewed by USOPC on a case-by-case basis and approved or not approved by USOPC in its sole discretion. Without limiting the foregoing, CV may authorize its own service providers for the CVEATC to

exercise CV usage rights hereunder on CV's behalf, solely to the extent necessary for such third parties to provide CVEATC services to CV; in all such cases, CV will be fully responsible and liable for such third parties' actions as though they were carried out by CV itself. In all such cases, CV will be fully responsible and liable for such third parties' actions as though they were carried out by CV itself. Without limiting the generality of the foregoing, CV will be responsible for relevant submissions to the USOPC, and for ensuring that in all cases it is clear that it is CV and the CVEATC, not the third-party service provider, that has a relationship with the USOPC.

- 7.6 Naming and Sponsorship of Facilities or Events. CV may offer naming and/or sponsorship rights for Training Site facilities or Events, including but not limited to signage related thereto, and special events held at the CVEATC, provided that in the event any association will occur between USOPC, the U.S. Olympic Team, the Training Site Designation, or the Olympic Marks, on the one hand, and such third party sponsor, on the other hand, CV shall obtain the USOPC approval for the use of the Designation of USOPC Marks. If approval is denied, CV ensures that no association of any kind will occur between USOPC, the U.S. Olympic Team, the Training Site Designation, or the Olympic Marks, on the one hand, and such third party, on the other hand. Such actions may include, without limitation substantial changes to the nature and location of previously installed signage or other materials, or the temporary covering of same for special events. Agreements with third party sponsors shall specify prohibited conduct.
- 7.7 Sharing of Sponsorship Information and Cooperation. The list of current USOPC Sponsors is located here: [www.usopc.org/sponsors](http://www.usopc.org/sponsors). The USOPC will update its web site page from time to time during the term of this Agreement. CV will keep USOPC informed with respect to all sponsorship agreements into which CV intends to enter in relation to the CVEATC, irrespective of the type or nature of those sponsorship agreements. Naming and sponsorship rights for the Training Site, including signage related thereto, may be offered by CV to USOPC Sponsors. With the USOPC's prior written approval on a case-by-case basis, which may be withheld by the USOPC in its sole discretion, CV may also offer sponsorship rights for the Training Site to third parties that do not conflict with USOPC Sponsors. CV will ensure that, with respect to the Training Site, unless otherwise approved in writing in advance by the USOPC, no association of any kind will occur between the USOPC, the U.S. Olympic Team, U.S. Paralympic Team, or the Olympic and Paralympic Marks, on the one hand, and any third party, on the other hand. CV will keep the USOPC reasonably informed with respect to all sponsorship agreements into which CV intends to enter in relation to the Training Site, irrespective of the type or nature of those sponsorship agreements. The USOPC will have the right to review those intended agreements to ensure that they comply with the requirements of this Agreement.
- 7.8 Sale of Goods and Training Site Designation. This Agreement does not grant CV any right to create Training Site Designation-branded goods for sale. CV may use the Training Site Designation on premiums distributed free of charge, provided such items must be pre-approved by the USOPC in accordance with Section 7.8 and must be sourced from USOPC premium fulfillment and/or merchandise licensees. CV agrees to source all Training Site Designation premium items through existing USOPC merchandise licensees. The USOPC merchandise licensee selected to manufacture each particular item for CV will manage all administrative aspects of the process with the USOPC and will be responsible for payment of all applicable royalties to the USOPC. CV has no right to sell USOPC Licensed Merchandise via CV's website and will refer all website sales to the official e-commerce site of the USOPC [www.teamusashop.com](http://www.teamusashop.com). CV may include the sale of USOPC Products and USOPC Licensed



Merchandise in any retail spaces at Facility provided that all items must be sourced from USOPC premium fulfillment and/or merchandise licensees.

- 7.9 VISA Sponsorship. The USOPC hereby advises CV that the USOPC has entered into a sponsorship agreement with Visa International Service Association ("VISA") through December 31, 2032, and has agreed that VISA cards will be positioned as the preferred cards of the USOPC in connection with sales of USOPC licensed merchandise. CV agrees to comply with the following requirements with respect to sales of CV Licensed Merchandise: (A) it will prompt for usage of VISA cards (including default prompting for online consumer payments) and/or otherwise demonstrate preference for VISA cards, and (B) it will display acceptance marks for VISA cards more prominently than the acceptance marks for any competitive products.
- 7.10 CV Violations a Material Breach. CV's failure to strictly comply with its obligations under this Section 7, shall constitute a material breach hereunder which, unless cured as provided in this Agreement, shall constitute a "CV Default" under Section 11, entitling USOPC to all remedies therein specified. At USOPC's option any CV pattern of noncompliance may also be treated as a "dispute" between the parties subject to the dispute resolution provisions of Section 20.
- 7.11 Consideration of Sponsorship Opportunities. USOPC agrees to introduce CV to USOPC's existing sponsors as and to the extent USOPC deems such introduction appropriate in its sole and absolute discretion.
- 7.12 Additional Training Site Designations. If USOPC contemplates adding Olympic training site designated-facilities for other sports within Southern California, USOPC will provide CV with an opportunity to make a proposal to USOPC to conduct such sports activities at the CVEATC (it being expressly understood and agreed that the foregoing shall not apply with respect to any other facilities owned or operated by USOPC that are not designated as an Olympic training site). For purposes of this Section, "Southern California" shall mean the area bordered by the northernmost boundaries of San Luis Obispo, Kern and San Bernardino Counties in the north, the U.S. Border with Mexico in the south, the Pacific Ocean in the west, and the easternmost boundaries of San Bernardino, Riverside and Imperial Counties where said counties border with the states of Nevada and Arizona, in the east.

## **8. INDEMNIFICATION**

- 8.1 CV will indemnify, defend and hold harmless the USOPC and its officers, directors, employees, agents, and volunteers from and against any and all claims, costs, liabilities, suits, actions, judgments, losses, demands, expenses and damages of every kind, including, without limitation, reasonable attorneys' fees, that result from, arise out of or relate to (i) any breach or alleged breach by CV of any provision of this Agreement or any representation or warranty made by it herein; (ii) any act or omission to act of CV, its officers, directors, employees, agents, and volunteers hereunder or in respect hereto; and (iii) CV's operation of the Training Site, whether directly by CV or through a manager or operator. Notwithstanding the foregoing, CV shall not indemnify, defend, or hold harmless USOPC for USOPC's gross negligence or willful misconduct.
- 8.2 The USOPC will indemnify, defend and hold harmless CV and its subsidiaries and affiliates, and their respective officers, directors, employees, agents, and volunteers from and against any and all claims, costs, liabilities, suits, actions, judgments, losses, demands, expenses and

damages of every kind, including, without limitation, reasonable attorneys' fees that result from arise out of or relate to any claims (i) of infringement or unfair competition by third parties relating to the use of the Training Site Designation or the Signage Designations by CV in accordance with the terms of the Agreement, (ii) any breach or alleged breach by the USOPC of any provision of this Agreement or any representation or warranty made by it herein; and (iii) any act or omission to act of the USOPC, its employees, subsidiaries and affiliates, and their respective officers, directors, employees, agents, and volunteers hereunder or in respect hereto. Notwithstanding the foregoing, USOPC shall not indemnify, defend, or hold harmless CV for CV's gross negligence or willful misconduct.

- 8.3 Each party shall give the other party proper notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand, or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. The indemnitee will, in any case, cooperate fully with the indemnitor in the defense and will, at its expense, provide all relevant documents, witnesses, and other assistance within its possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand, or action so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those acts, breaches, failures or omissions falling within the purview of the foregoing indemnities and which shall have occurred prior to such termination. Notwithstanding the foregoing, if and to the extent that any claim involves the ownership or use of any Olympic and Paralympic Marks, the USOPC shall have the exclusive right to control the defense of such claim.

- 8.4 This Section 8 is intended to survive the expiration or early termination of this Agreement.

## **9. INSURANCE**

- 9.1 During the entire term of this Agreement, CV and USOPC must maintain, as minimums, the insurance coverage levels set forth in Exhibit C hereto.

## **10. LIMITATIONS OF LIABILITY**

- 10.1 The parties agree that no officer, director, employee, agent, or volunteer of a party will be liable to the other party for a breach of this Agreement. Neither the USOPC nor CV will be liable under this Agreement for any indirect, special, incidental, or consequential damages, including lost revenues, lost profits, or lost prospective economic advantage, whether or not foreseeable. This Section 10 is intended to survive the expiration or earlier termination of this Agreement.

## **11. END OF TERM AND TERMINATION**

- 11.1 Upon the expiration or earlier termination of this Agreement, the licenses and other rights granted under this Agreement shall immediately terminate, and CV, at its sole cost, shall cease to use Olympic and Paralympic Marks (including but not limited to the Training Site Designation and the Signage Designations), including, but not limited to, the making of necessary physical changes to the Training Site and its components and

signage, and the discontinuance of the use of stationery, tickets, and advertising and promotional materials then on hand. CV shall have a reasonable time, not to exceed 180 days, in which to comply with the foregoing sentence. During the period prior to the termination or expiration of this Agreement, the parties will each comply with all of the requirements of this Agreement.

11.2 The following shall constitute "USOPC Defaults."

- a. The USOPC fails to comply with any obligation of the USOPC set forth in this Agreement, including any representations and warranties of the USOPC under this Agreement, and such failure shall continue for a period of thirty (30) days after written notice to the USOPC; or
- b. The USOPC makes an assignment for the benefit of creditors, or a trustee, receiver or similar officer of any court is appointed for the USOPC or for a substantial part of its property, whether with or without its consent, or an action for bankruptcy, composition, reorganization, insolvency or liquidation proceedings is instituted by or against the USOPC if such proceedings shall not be dismissed within sixty (60) days from the date of the institution thereof.

11.3 In the event of the occurrence of a USOPC Default, the CV shall have the right to exercise any or all of the following remedies:

- a. If such failure is material, to cause this Agreement to end on a date designated in such notice, which date may be not less than six months after the date of such notice; and
- b. To seek any other or additional appropriate legal or equitable remedy.

11.4 The following shall constitute "CV Defaults."

- a. CV fails to comply with any of its obligations under this Agreement other than an obligation concerning Olympic and Paralympic Marks, and such failure continues for a period of thirty (30) days after written notice thereof to CV from the USOPC;
- b. CV fails to comply with any obligations under this Agreement concerning Olympic and Paralympic Marks, and such failure continues for a period of ten (10) days after written notice thereof to CV from the USOPC;
- c. CV shall, other than as a result of Force Majeure, development, improvements, repairs, maintenance, or construction, cease normal operations at the Training Site, or any part thereof, for a period of time longer than thirty (30) consecutive days following receipt of written notice from the USOPC;
- d. As a result of a Force Majeure other than a strike or lockout, CV fails to reopen the Training Site, or any part thereof, for normal operations for a period of six (6) consecutive months following receipt of written notice from the USOPC;
- e. CV fails to comply with its covenant concerning the condition of the Training Site, or any part thereof in Section 3 hereof and CV does not commence cure of

any breach of this covenant as soon as practicable following receipt of written notice from the USOPC;

- f. CV fails to comply with its covenant concerning the caliber of athlete and training programming described in Section 4.1 hereof and CV does not commence cure of any breach of this covenant as soon as practicable following receipt of written notice from the USOPC;
  - g. The value of the Agreement to USOPC falls below seven hundred and fifty thousand (\$750,000) dollars annually;
  - h. Except as otherwise expressly provided in this Agreement, if naming or sponsorship rights for the Training Site, or any part thereof, that create an association between USOPC, the U.S. Olympic Team, the Training Site Designation, or the Olympic Marks, on the one hand, and such third party sponsor, on the other hand are offered to a company in a category that competes with a USOPC Sponsor without the USOPC's consent; or
  - i. If CV fails to satisfy or maintain the insurance requirements of Section 9 of this Agreement and such failure continues for a period of ten (10) days after written notice thereof to CV from the USOPC.
- 11.5 In the event of the occurrence of a CV Default, the USOPC shall have the right to terminate this Agreement by written notice to CV and seek any other or additional appropriate legal or equitable remedy.
- 11.6 In the event that a party is successful in obtaining legal or equitable relief from default by another party, the successful party shall be entitled to recover the reasonable fees and expenses of its counsel and the costs of suit in such proceedings.

## **12. LIMITATION ON ASSIGNMENT**

- a. Subject to the terms and conditions of this Section 12, this Agreement and all of the terms and provisions hereof will be binding upon, enforceable against, and will inure to the benefit of the parties hereto and their respective successors and assigns.
- b. Neither party shall assign this Agreement without the written consent of the other party.

## **13. INDEPENDENT CONTRACTOR STATUS**

- 13.1 The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, association, or employment between the parties. The parties shall each be solely responsible for the conduct of their respective employees, agents, and contractors in connection with the performance of their obligations hereunder. Neither party has the right to obligate or bind the other in any manner or enter into any agreements on behalf of the other.

#### **14. NO THIRD-PARTY BENEFICIARIES**

- 14.1 Nothing contained in this Agreement is intended to create any rights of any kind in any third party (including but not limited to any NGB), and no person other than the parties hereto shall have any right, benefit, or obligation under this Agreement as a third-party beneficiary or otherwise.

#### **15. NOTICES**

- 15.1 All notices given by one party to the other under this Agreement will be in writing, mailed or delivered personally, by fax, e-mail, or by overnight delivery to the other party at the following addresses:

If to the USOPC:

The United States Olympic & Paralympic Committee  
1 Olympic Plaza  
Colorado Springs, CO 80909  
Attn: Chief Executive Officer  
Fax: (719) 866-4839

With a copy to the USOPC General Counsel (at the same address and fax number)

If to Chula Vista:

Name: City Manager  
Address: 276 Fourth Avenue  
City: Chula Vista  
State: California  
Zip: 91910  
Attn: Maria Kachadoorian  
Email: mkachadoorian@chulavistaca.gov

With a copy to the Chula Vista City Attorney (at the same address)

Either party may at any time, by proper notice, designate a different address, e-mail address or fax number to which notices will be sent.

Mailed notices will be sent by United States Mail, certified or registered, return receipt requested, postage prepaid. Notices will be deemed to have been duly given and received (a) seventy-two (72) hours after depositing the notice in the United States Mail, if mailed, (b) on the day after the date sent, if sent by overnight express mail, (c) on the day of delivery, if hand delivered, (d) on the date confirmed by fax confirmation, if sent by fax, and (e) on the date delivered, if by commercial delivery service or e-mail

#### **16. Representations and Warranties.**

- 16.1 CV represents, warrants and covenants to the USOPC as follows:

- a. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
- b. It has the right to grant the rights granted under this Agreement to the USOPC.
- c. This Agreement, when executed and delivered by CV, will be its legal, valid and binding obligation, enforceable against CV in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.
- d. The execution and delivery of this Agreement have been duly authorized by CV, and such execution and delivery and the performance by CV of its obligations hereunder do not and will not violate or cause a breach of any agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith.
- e. Each of the foregoing representations, warranties, and covenants shall be true at all times during the term hereof. CV acknowledges that each of such representations, warranties, and covenants are deemed to be material and have been relied upon by the USOPC, notwithstanding any investigation made by the USOPC.

16.2 The USOPC represents, warrants and covenants to CV as follows:

- a. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.
- b. This Agreement, when executed and delivered by the USOPC, will be its legal, valid and binding obligation enforceable against the USOPC in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.
- c. The execution and delivery of this Agreement have been duly authorized by the USOPC, and such execution and delivery and the performance by the USOPC of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith.
- d. Each of the foregoing representations, warranties and covenants shall be true at all times during the term hereof. The USOPC acknowledges that each of such representations, warranties and covenants are deemed to be material and have been relied upon by CV notwithstanding any investigation made by CV.

## **17. COMPLIANCE WITH THE LAW AND PARTIAL INVALIDITY**

- 17.1 If any provision of this Agreement is deemed invalid or unenforceable pursuant to any statute, regulation, or rule of law, the remaining provisions of this Agreement will remain valid and enforceable. Whenever possible, each provision of this Agreement shall be

interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other parties or circumstances.

## **18. WAIVER**

- 18.1 Any waiver by either party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. Any waiver must be in writing. Failure by either party to insist upon strict adherence to any provision of this Agreement on one or more occasions will not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement.

## **19. GOVERNING LAW** Reserved.

## **20. ARBITRATION / EQUITABLE RELIEF**

- 20.1 Any dispute concerning the interpretation of this Agreement, or the parties' obligations under this Agreement, shall be resolved by final binding arbitration submitted to the Judicial Arbitration and Mediation Services (JAMS). Arbitration shall be conducted under the then-existing rules of JAMS, except as amended herein. The place of the arbitration shall be agreed to by the parties. The arbitrator will be selected pursuant to the mutual agreement of the parties, and if the parties are unable to agree, the arbitrator will be designated by the Administrative Office of JAMS. Any award rendered by the arbitrator will be enforced, if necessary, in District Court. The arbitrator may award any relief recognized by law, including injunctive relief and attorneys' fees. The arbitrator may award reasonable attorneys' fees and costs as set forth below.
- 20.2 CV acknowledges that the Olympic and Paralympic Marks possess special, unique and extraordinary characteristics that make difficult the assessment of monetary damages that would be sustained as a result of CV's unauthorized use thereof and that irreparable injury could be suffered by the USOPC and the IOC in the event of CV's unauthorized use. CV, therefore, agrees that, notwithstanding paragraph (a) above, the USOPC may seek injunctive and other equitable relief, as appropriate, in the event of a breach or threatened breach of this Agreement by CV involving unauthorized use of any Olympic and Paralympic Marks, and CV agrees that it shall not allege in any such proceeding that the remedy at law is adequate.

## **21. GENERAL PROVISIONS**

- 21.1 Confidentiality / Publicity. The parties agree to take whatever measures are reasonably necessary to preserve confidentiality of this Agreement unless disclosure subject to the California Public Records Act. Notwithstanding the foregoing, such information may be disclosed to the parties' attorneys, agents, consultants, financial advisers, and others with a need to know in the ordinary course of business, provided that such persons are placed under a similar obligation of confidentiality. The contents of any press announcement regarding any of the details of this Agreement will be agreed upon by the parties before

- release. Neither party will unreasonably withhold its Agreement to such announcement.
- 21.2 Consents. Whenever the consent or approval of a party to this Agreement is required, such consent may be given or withheld by such party in its sole discretion unless otherwise specifically stated.
- 21.3 Survival. The provisions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary to effect the intent of the parties and to protect the rights of the USOPC in and to the Olympic and Paralympic Marks.
- 21.4 Entire Agreement /Amendments. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subjects addressed in this Agreement and supersedes any and all prior negotiations, understandings, or agreements in regard thereto, whether oral or in writing, including any prior agreements. This Agreement may be amended only by written instrument signed by both parties hereto specifically referring to this Agreement.
- 21.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 21.6 Headings. The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- 21.7 References. The references throughout this Agreement to specified obligations being material obligations of a party shall not be limiting and shall not be deemed or construed to mean that only those obligations specifically designated as material obligations are, in fact, the only material obligations.



**SIGNATURE PAGE**  
**TO**  
**OLYMPIC & PARALYMPIC TRAINING SITE**  
**FACILITY DESIGNATION LICENSE, USE AND ACCESS**  
**AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written, and each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

Agreed and Accepted By:

CHULA VISTA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted By:

UNITED STATES OLYMPIC &  
PARALYMPIC COMMITTEE

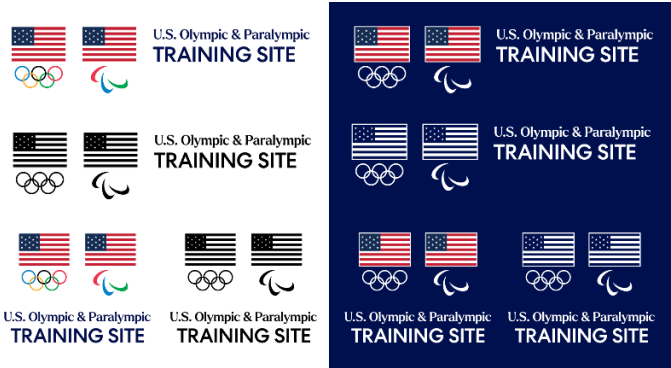
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
MARCO A. VERDUGO  
CITY ATTORNEY

**Exhibit A**

Training Site Designations  
US Olympic and Paralympic Training Site



## Exhibit B

### USOPC Reporting and Audit Requirements

1. **Reporting.** CV will produce and submit to the USOPC a report documenting CV's compliance with this Agreement upon request up to two times per calendar year. The parties will work together in good faith to finalize the process and format of the reports before June 30, 2025. The reports will include information regarding the following (list is not exclusive): i) the actual usage of rooms and rates contained in Section 5; ii) the level of athlete and training programs taking place at CVEATC; iii) athlete safety information and iv) crises incidents and responses.
2. **Upon Request.** Upon request, CV will produce and submit to the USOPC documentation regarding on-going compliance with the requirements of this Agreement. CV further agrees to maintain for at least four (4) years after the expiration of the Term, accurate books, and records covering compliance with Background Checks and Athlete Safety Policies and Procedures. Such records shall be made available for inspection and copying by the USOPC or its authorized agents upon two (2) week's prior notice.
3. **Audit.** By USOPC – CV will permit USOPC or its designee, at its request, once each calendar year, to have reasonable access to all files, records, and personnel necessary to audit, to verify compliance with the requirements set forth herein, and make program evaluations in line with USOPC Program Guidelines for Olympic and Paralympic Training Sites as the USOPC deems necessary or appropriate during the Term and for four (4) years after expiration or early termination hereof.

Audits by the USOPC and/or the U.S. Center for SafeSport may be conducted independently of each other. The audit processes may vary in requirements, and reporting for one audit may need to be replicated for another party. However, audit reports and results may be shared between the entities.

## **Exhibit C**

### **Chula Vista Insurance Requirements**

Without limiting any other obligation or liability of the CV under this Agreement, the CV agrees that upon execution and throughout the term of this Agreement, CV shall procure and maintain the following insurance coverage:

- 1.1 Commercial General Liability and Excess Liability Insurance with of not less than Five Million Dollars \$5,000,000 per occurrence, which includes Bodily Injury and Property Damage, and Personal Injury and Advertising Liability coverages. Said policy(ies) shall include Contractual Liability and Cross Liability Clause (Severability of Interests) coverages, and name " U.S. Olympic & Paralympic Committee and their respective directors, officers, employees, volunteers, agents and representatives as Additional Insureds.  
Committee and the NGB and their respective directors, officers, employees, volunteers, agents and representatives as Additional Insureds as respects this Agreement."
- 1.2 Workers Compensation with statutory limits as applicable in any state in which the Local Operator conducts business and Employers Liability with limits of not less than One Million Dollars (\$1,000,000). Said coverage will waive subrogation in favor of USOPC and the NGB.
- 1.3 Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence for all owned, non-owned, hired, and permissive use vehicles. Said policy shall waive subrogation in favor of USOPC and the NGB, and name "U.S. Olympic & Paralympic Committee and the NGB and their respective its directors, officers, employees, volunteers, agents and representatives as Additional Insureds as respects this Agreement."

#### **Certificate of Insurance**

- 2.1 Upon executing this Agreement, and annually thereafter, the CV agrees to provide and maintain a valid Certificate/Proof of Insurance evidencing all insurance coverage required hereunder. Said Certificate(s) of Insurance shall include evidence as necessary to demonstrate that all required conditions have been met. The USOPC and the NGB shall be designated as the Certificate Holders. Certificates should be sent respectively to the attention of USOPC (attention: Risk Management, I Olympic Plaza, Colorado Springs, CO 80909) and the NGB.

#### **Miscellaneous Requirements**

- 3.1 CV, USOPC, and NGB's shall each be responsible for their respective deductibles, retentions, or other co-insurance.
- 3.2 All insurance policies shall provide for thirty (30) days written notice to the other party and the NGB if canceled prior to expiration, non-renewed, or material change, and ten (10) days written notice of cancellation due to the non-payment of premium.
- 3.3 All insurance policies shall be written by company(ies) qualified to conduct business in the State(s) in which the CV conducts business and shall be reasonably acceptable to the USOPC and the NGB.
- 3.4 In the event that any required insurance is written on a claims-made basis, such policy(ies) will be maintained during the entire period of this Agreement with a retroactive date concurrent with or preceding the effective date of this Agreement, and

for a period of not less than three (3) years following the expiration of this Agreement.

### USOPC Insurance Requirements

Without limiting any other obligation or liability of the USOPC under this Agreement, the USOPC agrees that upon execution and throughout the term of this Agreement, USOPC shall procure and maintain the following insurance coverage:

- 1.1 Commercial General Liability and Excess Liability Insurance with of not less than Five Million Dollars \$5,000,000 per occurrence, which includes Bodily Injury and Property Damage, and Personal Injury and Advertising Liability coverages. Said policy(ies) shall include Contractual Liability and Cross Liability Clause (Severability of Interests) coverages, and name "City of Chula Vista, its Officers, Employees, Volunteers, Agents as Additional Insureds as respects this Agreement."
- 1.2 Workers Compensation with statutory limits as applicable in any state in which the Local Operator conducts business and Employers Liability with limits of not less than One Million Dollars (\$1,000,000). Said coverage will waive subrogation in favor of CV.
- 1.3 Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence for all owned, non-owned, hired, and permissive use vehicles. Said policy shall waive subrogation in favor of CV, and name "City of Chula Vista, its Officers, Employees, Volunteers, Agents as Additional Insureds as respects this Agreement."

### Certificate of Insurance

- 2.1 Upon executing this Agreement, and annually thereafter, the USOPC agrees to provide and maintain a valid Certificate/Proof of Insurance evidencing all insurance coverage required hereunder. Said Certificate(s) of Insurance shall include evidence as necessary to demonstrate that all required conditions have been met. CV shall be designated as the Certificate Holders. Certificates should be sent to City of Chula Vista Attention Risk Management, 276 Fourth Avenue Building A, Chula Vista, CA 91910.

### Miscellaneous Requirements

- 3.5 CV, USOPC, and NGB's shall each be responsible for their respective deductibles, retentions, or other co-insurance.
- 3.6 All insurance policies shall provide for thirty (30) days written notice to the other party if canceled prior to expiration, non-renewed, or material change, and ten (10) days written notice of cancellation due to the non-payment of premium.
- 3.7 All insurance policies shall be written by company(ies) qualified to conduct business in the State(s) in which the USOPC conducts business and shall be reasonably acceptable to CV.
- 3.8 In the event that any required insurance is written on a claims-made basis, such policy(ies) will be maintained during the entire period of this Agreement with a retroactive date concurrent with or preceding the effective date of this Agreement, and for a period of not less than three (3) years following the expiration of this Agreement.

## Exhibit D

### Athlete Safety and Background Check Requirements

CV understands and agrees that the USOPC Athlete Safety Policies and Procedures and Background Check requirements may be updated from time to time as necessary. The USOPC will provide CV notice of all material changes and a timeline for compliance. Within thirty (30) days of execution of this Agreement, CV will provide notice of completion and maintain written the appropriate documentation in accordance with this Exhibit D.

#### A. Athlete Safety Policies and Procedures.

1. Identify Participants. CV will provide the USOPC with documentation of the categories of individuals the CV has classified as Participants and the approximate numbers at Facility for review. The USOPC will reference CV's Participant list for compliance with Background Check Policy and Sections 2 and 4 below.

"Participants" are those individuals who are under the control of CV and are:

- i. In a position of authority over Athletes; and/or
- ii. Have regular contact with Athletes in a non-public space; and/or
- iii. Have direct contact with Athletes in a non-public space; and/or
- iv. Have access to Athletes or athlete areas, in a non-public space (e.g., custodial or maintenance staff with access to dorms or locker rooms).

"Athletes" are those individuals who meet the eligibility standards established by the NGB or USOPC for the sport in which the athlete competes as communicated to CV.

2. CV will adopt and cause its Participants to comply with the following Mandatory Components of the U.S. Center for SafeSport's Minor Athlete Abuse Prevention Policies ("MAAPP"): (1) the Education and Training requirements in Part II; (2) the Required Polices for One-On-One Interactions in Part III. The most current U.S. Center for SafeSport policies can be found at <https://uscenterforsafesport.org/>.
3. Develop Misconduct Reporting Policy. CV shall develop a Misconduct Reporting Policy. The policy will address how individuals may report "Prohibited Conduct," as defined by the U.S. Center for SafeSport's [SafeSport Code](#) to CV, and what information is reported to the USOPC. The policy must include:
  - i. A mechanism for allegations to be filed anonymously and free of charge to CV.
  - ii. Protections against retaliation from CV, Participant, or the Respondent.
  - iii. A process for reporting misconduct to the Center or applicable NGB if the Respondent was an individual under the jurisdiction of the USOPC or applicable NGB and provide the USOPC with a copy.
  - iv. Procedure for CV notifying the USOPC Office of Athlete Safety within twenty-four hours (24) of any allegation made by an individual under the jurisdiction of the USOPC, or NGB, against a Participant. Include in the notification any temporary measures that are implemented. Notifications should be made to [athlete.safety@usopc.org](mailto:athlete.safety@usopc.org).
  - v. Include a response and resolution protocol for the Respondent.
  - vi. Procedure for providing the USOPC with a summary of investigative findings and sanctioning, if applicable, within 5 business days of case closure.
4. Staffing practices. At no time will CV engage a Participant in a manner that is inconsistent with the guidance contained in the U.S. Center for SafeSport's Centralized Disciplinary Database.

B. Background Checks. CV has adopted the full USOPC Background Check Policy and Procedures, which includes background check search components and screening criteria for all Participants at Facility and applicable contractors, media, and partner programs. The USOPC Background Check Policy and Procedures can be found at <https://www.usopc.org/safe-sport>.