MEMBERSHIP AGREEMENT BETWEEN Move United AND

Para Sport South Kentucky (ADAPTIVE CLUB)

I. INTRODUCTION

This Membership Agreement (MA) between Move United and Para Sport South Kentucky (formerly Adaptive Sport South Central Kentucky) is an agreement outlining the terms and details of the relationship established with the Move United Membership Network.

II. DEFINITION & PURPOSE

The Move United Membership Network is made up of organizations that provide or support local, regional, and/or national sports programming to athletes with disabilities. Member organizations have access to a variety of direct and ancillary benefits that enhance their programs and foster the continued growth of adaptive sports programming nationwide.

III. MEMBERSHIP SERVICES

ADAPTIVE CLUB will have access to the following exclusive benefits:

National Leadership

Opportunity to be a part of a national voice on matters central to the adaptive sports movement

Grant Program

Eligibility to apply for 75% of grant opportunities in support of programs, training/education, and equipment. Move United distributes an average of \$3 million annually to its member network through the Grant Program

*In order to be eligible for grant funding through the Move United Grant Program, applicants must be taxexempt (i.e. 501c3 or a government entity to receive funding)

Insurance Program

Access to affordable group Commercial General Liability insurance, Directors & Officers and Employment Practices Liability insurance for qualifying organizations

Training & Education

Discounted training and education opportunities, athlete protection, sport training and webinars through the training & education program

Partnerships

Join a national network of more than 240 member organizations, big and small ADAPTIVE CLUB is given priority access to relationships with corporate, federal and national partners with respect to engagement and sponsorship opportunities, as well as adaptive sports subject matter experts/trainers.

Marketing & Promotions

Ability to submit articles and announcements about your activities in Move United's national publication, Move United Magazine (circulation of over 46,000). Access to free subscriptions for your members. Promote your programs, events and employment opportunities through Move United's website and social media outlets (191,000 unique website visitors each year, 27,300 Facebook followers and 15,500 Instagram followers).

Resource Library

Access to exclusive online templates, best practices, guidelines, and policies

Member Discounts

Access to exclusive discounts on products and services

Event Discounts

SafeSport Discount

IV. MEMBER CONSENTS

ADAPTIVE CLUB must comply with the following to remain in good standing.

Member Dues

ADAPTIVE CLUB is responsible for annual membership dues.

Offer direct sports programming by qualified individuals to athletes with permanent disabilities in a safe and accessible environment.

Implement athlete protection protocols, training, screening, and qualifications of instructors/coaches/volunteers.

State of Incorporation Registration

ADAPTIVE CLUB must be incorporated as a corporation and maintain current registration as a charity in their state of incorporation and the state where their business headquarters are located, if they are not the same. (if applicable)

Tax Exempt Status

ADAPTIVE CLUB must maintain tax exempt status in order to be considered in good standing (i.e. 501(c)(3) non-profit, recognition as a government entity)

Proof of Insurance

ADAPTIVE CLUB must carry Commercial General Liability Insurance in an occurrence format in an amount of no less than \$1,000,000 per occurrence and \$2,000,000 per annual aggregate with no "participant or spectator exclusions", covering liability arising out of premises operations, personal and advertising injury, products-completed operations, contractual liability and independent contractors.

A Certificate of Insurance evidencing proof of all insurance required, and naming <u>Move United</u> as an Additional Insured must be furnished to Move United annually at time of policy renewal

Sound Financial Practices

File annual returns with the IRS (i.e. Form 990, 990-EZ or 990-N)

Comply with Move United's Sport Protection Policy

ADAPTIVE CLUB agrees to comply with Move United's Sport Protection Policy. This includes an annual obligation to review and provide updated athlete protection policies and procedures. ADAPTIVE CLUB must demonstrate that all current policies and procedures are aligned with the Sport Protection Policy. If such policies and procedures do not exist, ADAPTIVE CLUB commits to their development and implementation, with guidance and support from Move United. Ongoing compliance will be reviewed annually as part of ADAPTIVE CLUB's continued affiliation.

In the instance of a Sport Protection investigation by Move United, **ADAPTIVE CLUB** agrees to comply and participate in the investigation process as deemed necessary by Move United.

Comply with Move United's Code of Conduct

ADAPTIVE CLUB agrees to comply with Move United's Code of Conduct at all events and activities in which they participate. The Move United Code of Conduct must be reflected in the policies and practices of member organizations **ADAPTIVE CLUB** is responsible for ensuring alignment and adherence to the Code across all levels of its operations.

Contact Updates

Contact Move United's Member Services Manager to notify them of any changes in leadership staff via email or Contact Update Form (i.e. Executive Director, Program Director, Board President, etc.)

Logo Compliance

ADAPTIVE CLUB must display the "Member of" logo, pursuant to the Logo Style Guide. Logo may not be altered.

V. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations in relation to this agreement are:

Move United 451 Hungerford Dr, Ste 608 Rockville MD 20850 Dana Dodge Member Services Manager ddodge@moveunitedsport.org (240) 268-1246 Para Sport South Kentucky 225 E Third Ave Bowling Green, KY 42101 Madison Duncan Adaptive Recreation Supervisor madison.duncan@bgky.org 270-393-3480

Principal Contacts may be changed in writing from time to time by their respective representatives.

VI. EFFECTIVE DATES AND AMENDMENTS

This Membership Agreement (MA) shall take effect upon signing by both Parties and shall remain in effect until June 30th, 2026, unless earlier terminated.

The MA may be renewed at the end of this period by mutual written agreement by both Parties.

The individuals signing this MA on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MA shall have been duly executed by the entity each represents.

VII. FISCAL INDEPENDENCE

Move United is not financially responsible for ADAPTIVE CLUB and shall not incur any financial obligation for or to ADAPTIVE CLUB.

VIII. NON-DISCRIMINATION CLAUSE

Move United prohibits discrimination in the recruitment and provision of services on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

IX. INQUIRY PROCESS

Move United has a mechanism by which to respond to public feedback on members and will follow up accordingly. Adverse feedback may result in an inquiry to ensure that standards are being met.

Reports will be kept confidential to the extent possible.

X. DUE DILIGENCE

Move United may request copies of documents to ensure that Para Sport South Kentucky meets the criteria of an adaptive club as it relates to the standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: proof of state of incorporation registration, IRS determination letter, insurance, a certificate of insurance naming Move United as an Additional Insured, annual IRS filing, and/or official name change. The Principal Contact agrees to notify Move United immediately of any change in Para Sport South Kentucky status or operations.

XI. TERMINATION OF AGREEMENT

ADAPTIVE CLUB shall abide by the requirements outlined in this Agreement. Move United may terminate this Agreement if Para Sport South Kentucky fails to meet the outlined responsibilities and is therefore not in good standing. Move United will provide **ADAPTIVE CLUB** with 30 days to meet the specified terms prior to the effective date of termination.

ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners.

FOR Move United	FOR Para Sport South Kentucky
Dana Dodge	Madison Buncan
Dana Dodge	Madison Duncan
Member Services Manager	Adaptive Recreation Supervisor
6/4/2025 Date	9 30 25 Date
6/30/2026 Date of Expiration	