



RIDER EDUCATION RECOGNITION PROGRAM AGREEMENT (RERP) – State Entity

This Agreement is entered into between the Motorcycle Safety Foundation (“MSF”) and the Sponsoring organization (“Sponsor”). This Agreement becomes effective on the date when executed by MSF and expires on _____ unless renewed upon mutual written consent of the parties, specifying the renewal terms.

I. The Sponsor agrees to:

- A. Teach the most current MSF *RiderCourses* according to MSF standards, including the following:
 - 1. The Motorcycle Safety Foundation’s Basic *RiderCourse*sm and the ERC Suite are used as the core curricula.
 - 2. Only MSF-certified RiderCoaches teach the curricula.
 - 3. Motorcycles are properly maintained in safe operating condition for the safety of the students.
 - 4. The range training facility is free from pedestrian, animal or vehicle traffic. The pavement is suitable for riding maneuvers such as sharp turns, braking and safe vehicle travel. The surface provides good traction. There are no obstacles that present an unsafe environment. Ranges must be correctly laid out to meet curriculum and safety standards.
 - 5. Take reasonable precautions to ensure the safety of each student.
 - 6. Ensure all students and RiderCoaches wear protective gear when riding during the course, to include:
 - a) A helmet designed to meet DOT standards, and proper eye protection.
 - b) over-the-ankle footwear.
 - c) long-sleeved shirt or jacket.
 - d) long non-flare denim pants or material of equivalent or better durability.
 - e) full-fingered gloves, preferably leather.
 - 7. Ensure students, motorcycles, Sponsors and RiderCoaches are adequately insured.
 - 8. Distribute a personal copy of the BRC Rider Handbook to each BRC student for them to keep.
 - 9. Distribute MSF-issued *RiderCourse* completion cards, or approved state/MSF combined completion cards, only to students successfully completing the course and to return any unused MSF-issued cards upon cancellation of this Agreement.
 - 10. Notify the MSF of any proposed changes or additions to the *RiderCourse* for review and approval prior to use.
- B. Maintain accurate information with MSF as contained in the Rider Education Recognition Program Application (Attachment A) and report numbers and other requested data for riders trained upon request. Sponsor shall not transfer any part of Sponsor’s rights and responsibilities under this Agreement without the written consent of MSF.
- C. Monitor courses regularly through a quality assurance program to ensure RiderCoaches are following established guidelines and standards for the *RiderCourse*.
- D. Pay all invoices within 30 days of the date of invoice, or in compliance with applicable public entity procurement guidelines.
- E. Prior to training, have each student sign the MSF waiver/indemnification form (latest version is available on MSF’s website, www.msf-usa.org, under Training Site Support) or the waiver/indemnification form required by the State, provided that MSF is given an opportunity to review the form prior to use.
- F. Assume its own liability for any and all claims of any nature including all costs, expenses and attorney’s fees which may in any manner result from or arise out of this agreement. All liabilities assumed in this clause shall remain in effect after the termination of this agreement.

II. MSF agrees to:

- A. Support the Sponsor by making the following products available at MSF’s prevailing prices:
 - 1. MSF’s recommended curriculum materials, which at present include:
 - a) the Basic *RiderCourse*
 - b) the Experienced *RiderCourse Suite* (ERC Suite).

- c) RiderCoach Preparation Course.
 - 2. MSF *RiderCourse* student Completion Cards.
 - 3. *RiderCourse* Insurance.
- B. Support the Sponsor by making the following services available at no cost:
- 1. Maintaining certification of RiderCoaches who are trained to MSF standards.
 - 2. Technical, administrative, and promotional assistance to support high-quality training.
 - 3. Assistance with obtaining loan motorcycles.
 - 4. Providing a national toll-free number and website for student referrals.
 - 5. Website-based Online Resource Guide (www.retsorg.org).
 - 6. Professional Development Activities.
- C. Assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement. All liabilities assumed in this clause shall remain in effect after the termination of this agreement.

III. Use Of MSF PROPERTY

MSF will make available to Sponsor MSF curriculum materials, including RiderCoach Guides, Range Cards, Rider Handbooks, videotapes, and other printed and audio/visual training aids (collectively, "MSF PROPERTY").

- A. Sponsor shall not use or promote MSF PROPERTY in a manner which, in MSF's sole judgment and discretion, affects in a negative and detrimental manner MSF's business or goodwill, or tends to deceive or mislead the public, or which creates a likelihood of confusing the public. Sponsor shall discontinue any use or promotion that MSF finds to be negative or injurious to MSF.
- B. For the term of this Agreement, and thereafter, Sponsor agrees not to use names, trademarks, or images identical with, or substantially or confusingly similar to MSF PROPERTY.
- C. Sponsor shall not modify MSF PROPERTY in any manner without prior written permission of MSF. This prohibition includes any modification to the content or sequence of any exercise, or substantial deviation (as determined solely by MSF) from the recommended duration of any exercise. In some circumstances, MSF may authorize Sponsor to test a proposed modification to the MSF PROPERTY for a limited time as part of an MSF Research Laboratory (RESLAB) initiative.
- D. MSF may modify MSF PROPERTY at any time. MSF will give Sponsor reasonable time to incorporate revisions or replacements to the curriculum, training aids, or range, and to have RiderCoaches attend applicable update sessions.
- E. In the event that MSF supersedes or ceases to recommend any MSF PROPERTY in possession of Sponsor, Sponsor agrees to cease all use of such MSF PROPERTY. Sponsor may return up to a one-year supply of Rider Handbooks in its possession (based on prior 12-month training volume) to MSF, and MSF agrees to repurchase such Rider Handbooks at MSF's prevailing prices.
- F. Upon termination of this Agreement, or upon non-renewal or non-replacement of this Agreement, Sponsor agrees to cease all use of MSF PROPERTY. Sponsor may return up to a one-year supply of Rider Handbooks in its possession (based on prior 12-month training volume) to MSF, and MSF agrees to repurchase such Rider Handbooks at MSF's prevailing prices.

IV. This Agreement shall remain in full force and effect until the expiration date or until such time as either party shall deliver to the other written notice of their intent to terminate this Agreement for any or no reason, according to these schedules:

- A. Either Sponsor or MSF may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party.
- B. MSF may terminate or suspend this Agreement immediately for (1) breach of any provision of the Agreement; (2) the existence of an unsafe condition at the Site; or (3) failure to implement supplements or modifications prescribed by MSF as described in Section III.D.

V. Both parties agree to the following:

- A. Sponsor maintains sole responsibility for, and control of, the operation of the training site and the supervision and oversight of the RiderCoaches. MSF has no role in ensuring the safe operation of

motorcycles by those participating in the *RiderCourses* or the safe operation of the training site and no role in supervising or overseeing the Sponsor or its RiderCoaches.

- B. Recognition of the RERP Sponsor does not imply any endorsement by MSF of the Sponsor or any other Sponsor, supporting organizations, equipment, motorcycles or other materials involved in the presentation of a *RiderCourse*.
- C. Should any disagreement arise between the parties regarding the enforcement or interpretation of any provision of this Agreement, and should the parties not be able to resolve it themselves, that the matter may be handled by arbitration. The arbitration shall be handled under the rules of the American Arbitration Association.

The parties agree to be bound by the terms of this Agreement, and execute it on the date set next to the MSF representative signature.

Upon approval of this application the Motorcycle Safety Foundation will issue a RERP identification number and make available Student Completion Cards. Violations of this Agreement, willful misstatements of information, or failure to report information may result in cancellation of this RERP Agreement and the use of MSF's *RiderCourses* or other MSF PROPERTY, the suspension of loan motorcycles and other assistance from manufacturers, dealers, insurers, and others who support the Motorcycle Safety Foundation.

For the Training Sponsor:

Authorized Signature Date

Print Name

Title

RERP Number State

For the Motorcycle Safety Foundation:

Authorized Signature Date

Print Name

Title