



## WFTDA Apprentice Program Application Instructions

### May 2012

1. Application materials must be up to date and current. Please do not submit anything that is older than 90 days (from the date of submission).
2. WFTDA requires a complete copy of your application in both electronic and hard copy formats. Scan in a complete copy of your application (including all signature pages, the confidentiality agreement, and your check) and email it to [apprentice@wftda.com](mailto:apprentice@wftda.com). Please combine all files into one .pdf document.
  - United States applicants must submit the application fee via check. League or personal checks are both accepted. Be advised there is a small administration fee for returned checks.
  - International applicants may submit payment via PayPal, electronic funds transfer, or credit/debit card. Payment must be submitted in US dollars. Please contact [apprentice@wftda.com](mailto:apprentice@wftda.com) for details.
3. Unfortunately, incomplete applications cannot be reviewed. The completion of your application is one indication of your league's readiness. It is the responsibility of the applicant league to ensure their application is complete.
4. Mail a hard copy of the application with signatures, the application fee, and the signed WFTDA Confidentiality Agreement to:

Attn: Apprentice Program  
Women's Flat Track Derby Association  
PO Box 14100  
Austin, TX 78761

*IMPORTANT: You cannot use FedEx or UPS to send to a PO Box. It will not be accepted by the United States Postal Service.*
5. If you have not heard back from WFTDA within two weeks of submitting your application materials, please contact [apprentice@wftda.com](mailto:apprentice@wftda.com).

#### **Apprentice Program Requirements:**

Leagues applying to the WFTDA Apprentice Program need to meet the following WFTDA membership requirements:

- Competitors are women only, and skate on quad skates only
- 51% owned by league skaters
- Governed by democratic principles and practices
- Managed by at least 67% league skaters
- At least fourteen skaters who are skating at least two hours a week

To affirm that your league meets these requirements, please submit the following with your application:

- List all owners and managers below - include name, email, gender, years actively skating in the league, and years affiliated with the league (if nonskating) [table in the application].
- League bylaws - please draw attention to the section of the bylaws that cover governance by democratic principles and practices as well as your overall management structure.

#### **Additional Requirements and Materials:**

In addition to the WFTDA membership requirements, applying leagues must meet these requirements:

- Completed WFTDA Apprentice Application Form (completed, signed, and notarized, including the WFTDA confidentiality agreement)
- Photocopies of IDs for primary and secondary league contacts
- Application fee of \$300
- League name and roster
- Documentation of legal entity status, filed with the secretary of state (or equivalent) [International leagues should contact AP Manager at [apprentice@wftda.com](mailto:apprentice@wftda.com) if there are complications]
- Details and confirmation of at least one bout against a team from a WFTDA league
  - Does not have to be against a WFTDA charter team
  - International leagues in geographic areas isolated from WFTDA leagues can apply for a waiver of this requirement [International leagues should contact AP Manager at [apprentice@wftda.com](mailto:apprentice@wftda.com) for waiver]
- Details of at least one public bout in the league's hometown
- League Mission Statement
- Brief description of league history (date established), current status, and statement of league objectives for the next 12 months. Please include what your league hopes to gain as a member of the Apprentice Program, as well as a statement of intent to meet WFTDA's membership requirements.
- A detailed essay on the following: Why do you want to participate in the WFTDA Apprentice Program and, ultimately, become a WFTDA member league?
- One letter of eligibility from an active WFTDA league that has been a full member for at least one year (Member Leagues).

#### **Letter of Eligibility instructions:**

The Letter of Eligibility (LoE) should be short but should include the following items:

- Relationship with the applying league
- Why the applying league would benefit from the Apprentice Program
- What the applying league is doing to cooperate with WFTDA
- Confirmation that the applying league meets Apprentice Program requirements
- Date the letter is written
- The LOE should be written on the sponsor league's letter head



## WFTDA Apprentice Program Application

### May 2012

#### SECTION 1: LEAGUE INFORMATION

League name:	
Mailing Address:	
City/State/Zip code:	
Country:	
Website address:	
Date league established:	
Number of active skaters:	
Other names your league might be doing business as (DBAs):	

#### SECTION 2: CONTACT INFORMATION

<b>PRIMARY LEAGUE CONTACT</b>	
Legal name:	Derby name:
Position in league:	Email address:
Daytime phone:	Cell phone:
Mailing Address:	City/State/Zip:
<b>SECONDARY LEAGUE CONTACT</b>	
Legal name:	Derby name:
Position in league:	Email address:
Daytime phone:	Cell phone:
Mailing Address:	City/State/Zip:

#### SECTION 3: PRACTICE

Practice (Location One):	
Mailing address:	
City/State/Zip code:	
Owner/operator/manager (name and title):	
Phone number:	
USARS charter number:	
Practice (Location Two):	
Mailing address:	
City/State/Zip code:	

Owner/operator/manager (name and title):	
Phone number:	
USARS charter number:	

**SECTION 4: OWNERS & OFFICERS**

Please list all owners, officers and the positions they hold. Supply both real and skater names and use an extra page if necessary.

Real name/Skater name	Position/Time with league	Gender	Email

**SECTION 5: STATUS**

What is your league's current status? Recruiting Scrimmaging (non-public) Publicly bouting

Are you practicing as a league or individual teams? League Team Both

Do you currently play by WFTDA rules? Yes No

If no, please explain any rules variations and conditions:

Bouting venue location:	
Mailing address:	
City/State/Zip code:	
Owner/operator/manager (name and title):	
Phone number:	

**SECTION 6: PRACTICE SCHEDULE**

Day	Hours	Indoor/Outdoor	League/Team

**SECTION 7: SIGNATURES & NOTARIZATION**

By signature and notary seal below, the applicant league representative affirms that all application information is true and complete to the best of her knowledge, and that she is charged by her league with the authority to enter into a contract with the Women's Flat Track Derby Association. Statement of false application information is grounds for termination from the Women's Flat Track Derby Association.

Signature \_\_\_\_\_

Print \_\_\_\_\_

*Subscribed and sworn to, before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_*

*My commission expires: \_\_\_\_\_*

*County of: \_\_\_\_\_*

*Signature of Notary: \_\_\_\_\_*

*(seal)*

## CONFIDENTIALITY & NON-COMPETE AGREEMENT

1. In exchange for the mutual promises and obligations in this Agreement, WFTDA proposes to disclose certain confidential and proprietary information (the "Confidential Information") to any signatory hereto referred to as ("Recipient"). Confidential Information shall include all data, materials, products, technology, computer programs, login and password information, marketing plans and ideas, training information or plans, specifications, manuals, business plans, software, financial information and access to information, information generated by a WFTDA special committee, WFTDA meetings and issues discussed therein, and other information disclosed or submitted, orally, in writing, or by any other media that is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the Recipient or the Recipient otherwise knows or has reason to know that the same is Confidential Information. For avoidance of doubt, Confidential Information also includes:
  - a. WFTDA's standard policy and/or procedure manuals, training materials, processes, formulas, know-how, scientific, technical, or product information, computer software and applications, whether patentable or not, which is of value to WFTDA and not generally known by WFTDA's competitors;
  - b. Confidential business information of WFTDA, including, but not limited to financial information, production operations, website operations, information regarding trademark and other intellectual property rights, event planning, and WFTDA Policies and Procedures as defined further below.
  - c. Specialized training, strategy, conditioning techniques, and skills; or,
  - d. Other information designated by WFTDA or deemed by law to be Confidential Information such as access to the WFTDA board, including Yahoo Committee board(s).
2. The Recipient will protect Confidential Information against any unauthorized use or disclosure. The Recipient will use any Confidential Information solely for the purposes for which it is provided by WFTDA.
3. Further, absent express written consent from an authorized WFTDA representative, Recipient shall not disclose any of the following WFTDA meeting subject-matter to anyone not in attendance at such WFTDA meeting.
  - a. All matters, specifically labeled "Confidential" or not, discussed in WFTDA meetings.
  - b. All materials circulated at any WFTDA meeting that have been specifically labeled "Confidential."
  - c. All matters related to proposed WFTDA plans for the future whether or not they are described in items a-b above.
4. Recipient's obligation to protect Confidential Information shall survive from the date of this Agreement until one calendar year after the Recipient resigns from WFTDA. The nondisclosure obligation shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between WFTDA and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as the debtor-in-possession or the equivalent of any of the foregoing under local law.
5. Recipient shall have no obligation under the Agreement with respect to Confidential Information that is or become publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose

is given to WFTDA along with the asserted grounds for disclosure.

6. *Disclosure of Confidential Information.* In exchange for the mutual promises and obligations contained in this Agreement, WFTDA promises to deliver and provide to Recipient on an as needed basis, Confidential Information.
  - a. *Specialized Training.* As applicable to Recipient's position with WFTDA, WFTDA agrees to provide Recipient with specialized training and instruction regarding WFTDA operations, practices, and specialized techniques relating to skating, conditioning, strategy, as well as marketing techniques and strategies. Recipient recognizes that WFTDA expends valuable resources on training, and the specialized training would not otherwise be available to Recipient without WFTDA's relationship with Recipient. In consideration for participation in WFTDA, Recipient agrees to use this specialized training for the exclusive benefit of WFTDA while Recipient is a member of WFTDA.
  - b. *Non-Solicitation of WFTDA participants.* During the period of Recipient's Provisional Training Period (i.e., Recipient's first two full months as a member of WFTDA), and any continuing position with WFTDA that may occur, and for a period of eighteen (18) months after Recipient's last day of participation with the WFTDA, or eighteen (18) months from the date of any court order enforcing all or part of this Non-Solicitation provision, whichever is later, Recipient will not directly or indirectly participate in any capacity in soliciting, recruiting or hiring any person who at such time is a participant of WFTDA for an organization whose mission is to be a governing body for the sport of roller derby unless given explicit written permission by the Board of Directors of the WFTDA.
  - c. *Non-Solicitation of Sponsors.* In return for WFTDA providing Recipient with Confidential Information and specialized training, during the period of Recipient's participation with WFTDA and for a period of eighteen (18) months after Recipient's last day of participation with WFTDA, or eighteen (18) months from the date of any court order enforcing all or part of this Non-Solicitation provision, whichever is later, Recipient, will not directly or indirectly accept or participate in any capacity in soliciting any Sponsor of WFTDA identified on the attached Exhibit A.
7. WFTDA has adopted certain policies and procedures that govern the operation of WFTDA ("the Policies and Procedures"). The expectation is that all members of WFTDA will abide by these Policies and Procedures as provided to Recipient in writing.
8. Remedies/Equitable Relief. Recipient agrees that in the event of any breach or threatened violation of this Agreement, Recipient's membership with WFTDA may be forfeit. In addition, concurrent with and independent of any decisions regarding WFTDA membership, WFTDA may seek to obtain, in addition to any other legal remedies that may be available, such equitable relief as may be necessary to protect WFTDA against any such breach or threatened violation.
  - a. Other Remedies. The protections afforded to the Confidential Information under this Agreement are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets laws, including the Uniform Trade Secrets Act.
  - b. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining items, will remain in full force and effect as if such invalid or unenforceable term had never been included.

- c. No Waiver. Either party's failure to insist on any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.
- d. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- e. Notices. Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

**If to WFTDA:**

Women's Flat Track Derby Association  
 PO Box 14100  
 Austin, TX 78761

**Directions:** All members of your league must sign and date below in affirmation of compliance to the requirements above. Mail this form to:  
 Women's Flat Track Derby Association  
 PO Box 14100  
 Austin, TX 78761

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	Real Name	Skater Name	Signature	Date
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*Add additional pages as needed*