





# NATIONAL HORSESHOE PITCHERS ASSOCIATION

# WORLD CHAMPIONSHIP TOURNAMENT CONTRACT

This contract is entered into by and between the National Horseshoe Pitchers Association, party of the first part, hereinafter called the "NHPA" and the \_\_\_\_\_\_ party of the second part, hereinafter called the "HOST". In consideration of the Articles contained herein, whereas such shall govern the terms, conditions and needs of the year\_\_\_\_\_\_ World Tournament, the parties hereby agree and accept the following:

# ARTICLE I.....BID OPTIONS

There are **Two** bid options available to the HOST:

**Option 1:** A minimum sponsorship of \$21,000 cash and twelve (12) complimentary hotel rooms for the tournament equaling up to 195 room nights provided by the HOST.

Option 2: A minimum sponsorship of \$40,000 with, the NHPA obtaining all required rooms for its staff.

# **ARTICLE II.....OPTION SELECTION**

The HOST accepts and pledges bid option number \_\_\_\_\_ as detailed in **Article I.** Site must be pre-approved by an authorized NHPA representative through a preliminary site visit (at the expense of the HOST) PRIOR to the bid deadline.

#### ARTICLE III.....TOURNAMENT LOCATION & DATE

The location of this tournament shall be \_\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Country. The tournament will be hosted at the \_\_\_\_\_\_ Site Facility with move-in date of \_\_/\_\_/\_\_, event start date of \_\_\_/\_\_\_ , event start date of \_\_\_/\_\_\_\_ and concluding approximately two weeks thereafter depending upon total entries and available facilities.

# ARTICLE IV.....PAYMENT OF PLEDGED SPONSORSHIP DOLLARS

The pledged sponsorship dollars shall be divided into <u>Three</u> equal payments as follows:

**First** payment is to accompany bid – Bid deadline is March 15, two years prior to the tournament date. (This payment will be refunded if the bidder is unsuccessful.)

Second payment due by December 31<sup>st</sup> of the year bid is won.

Third and final payment will be due June 30<sup>th</sup>, one year prior to the tournament date.

Payments made by the **successful bidder** are non-refundable and any interest earned will be retained by the NHPA. In the event a site withdraws from the bidding process prior to the vote, \$500 will be retained by the NHPA – the remainder of the paid amount will be refunded.

In the event the HOST fails to meet any part of the above payment schedule, the NHPA shall consider the HOST to be in default, at which time all previous payments shall be forfeited to the NHPA without recourse. The NHPA then has the option of moving the tournament to another site with a new HOST. If a new site is not found, the NHPA may elect to stay at the site per Article III above and the HOST signers of this contract as individuals and/or the organization they represent shall remain legally responsible for any unpaid balance of this contract. Such unpaid balances shall accrue interest at 1% per month.

# ARTICLE V.....GENERAL SALES POLICY

During the World Tournament, the NHPA shall sell its game related products on site. No individuals or other organizations including the HOST shall be permitted to sell similar game related products on or near the tournament site unless by prior agreement with the NHPA. The HOST shall police the area for any such violations. The HOST shall have sole control over the sale of souvenirs and all other concessions not otherwise related to the NHPA. Exhibitor and vendor booths are the right and responsibility of the HOST and revenue from those fees shall belong to the HOST.

#### ARTICLE VI.....PARTICIPATION

All participants must hold NHPA membership and/or otherwise be deemed eligible according to the tournament policy and entry guidelines as established by the NHPA. All tournament entry or participation fees charged shall be established by and become the property of the NHPA to be used at their discretion.

#### ARTICLE VII.....ADMISSIONS and RISK

The Host may collect an admission charge from all but NHPA Officers, designated tournament officials, workers, contestants, sponsors or the media. Official passes shall be issued by the HOST to the above and others of choice of he NHPA. Immediate family members of the above shall not be charged admission for entry of more than \$2.00 per day, \$8.00 maximum for the event. **No Parking Fees** will be paid at any Hotels and/or the Host site for tournament participants. The general public may be charged any reasonable admission for entry into the host site set by the HOST. The staff taking tickets will be the sole cost and reponsibility of the HOST. The back of each admission ticket shall be printed as follows:

**ASSUMPTION OF RISK....** Ticket holder assumes all risk and danger incidental to the sport of horseshoe pitching and attendance at this event and further releases the NHPA, HOST, participants and all agents thereof from any and all liabilities resulting from any incident, accident or cause for same.

#### ARTICLE VIII.....LIABILITY

Neither the NHPA nor any Officer shall be held liable for any damage to the HOST facilities, grounds, courts or property or for any personal injury to individuals during said tournament. Any claims for such shall be the responsibility of the HOST or guilty party. The HOST shall provide all liability insurance that may be required above and beyond the normal \$2,000,000 NHPA General Liability policy.

### ARTICLE IX.....ADVERTISING/SPONSORSHIPS

Both the NHPA and HOST may solicit and accept advertising and sponsorship fees. Each is entitled and will retain 100% of their sales. The NHPA and HOST or agents thereof shall communicate closely on all aspects of fund raising to ensure suitability and cooperation of sponsors. Funds obtained from National sponsors who sign multiple year agreements with the NHPA are not subject to revenue sharing with subsequent tournament hosts unless the NHPA so agrees.

#### ARTICLE X.....TELEVISION-MEDIA-PRESS

The NHPA shall be notified and consulted on any television, newspaper or video programming contracted with major networks or agents for the purpose of national viewing or resale for profit, unless otherwise assigned by written agreement.

# ARTICLE XI.....THE HOST SHALL PROVIDE WITHOUT CHARGE:

- 1. A 50,000 60,000 square foot minimum, handicap accessible per ADA requirements, secure indoor, air-conditioned non- obstructed floor space to include an unobstructed level concrete surface, electrical power for scoring stations and a ceiling height of no less than 30 feet suitable to set up a minimum of 50 or more portable courts (supplied by the NHPA) with adequate separation for protective fencing between spectators and contestants and forklift to move equipment from truck into arena for set up purposes.
  - a. Enough NHPA approved Blue Clay to fill the 50 or more courts (approximately twenty-five tons- for information on Blue Clay if needed contact the World Tournament Coordinator). Contact information for the Blue Clay is listed at end of contract. (See attached contact for Blue Clay).
  - b. For each court Two shovels 1 on each end of pit, water container, and two covers, 10 cans per court 5 for each pit of **white** spray paint.
- 2. Various types of seating depending on the venue, such as bleachers, chairs with backs, water fountains, public restrooms, food/drink concessions and a qualified emergency medical aid person on-site during all scheduled pitching times.
- **3**. A minimum of 12 additional regulation practice courts that are properly maintained within 10 -15 minutes driving time of the tournament site if practice courts are not inside the arena or on arena site.
- 4. Transporting of the NHPA equipment trailer from the previous tournament site to the new HOST site.
- 5. A highly visible, secure location to park the NHPA equipment trailer during the entire event and until it is moved to the next event. Trailer shall be prominently displayed on site during the event, acting as a "Welcome Banner" to all participants.
- 6. Labor for the setup/breakdown and reloading of the inventoried equipment under the direction of the NHPA set up committee. NO BREAKDOWN WILL OCCUR DURING COMPETITION.

- 7. An on-site work staff or personnel of at least 4 people during all competition time for general and emergency maintenance.
- 8. A work crew of at least 10 people to sweep the mats, clean the pitching area and align the courts at the end of pitching each day. (**Note**: this task will commence when pitching finishes at the end of each day and could last into the early hours of the morning. NHPA set up committee will provide instruction on court alignment.)
- 9. A minimum of 1,000 square feet of air conditioned space in at least 4 separate lockable rooms contiguous to the tournament courts to house the NHPA offices and computer room, NATSTS office, website terminal and public relations.
  - a. The installation of one temporary phone line with high speed internet (secured) access for the offices, press room and website terminal.(Phone number shall be confirmed 60 days prior to installation.)
  - b. Secured Wi-Fi access and High Speed Internet access for all NHPA officials for the duration of the event.
  - c. Two or more I.T. drops for modems and wireless hook-ups requiring no less than of 50 upload an 50 download bandwidth for the Stat Room and electronic scoring, and live streaming cameras and equipment.
  - d. All tables with skirts and covers, and chairs necessary for the operation of the tournament.
  - e. Electricity as required for the staff located in these offices.
  - f. A public address system, audible in the entire pitching areas, lobby, concession and lounging areas.
- 10. An air-conditioned location for NHPA Delegate's Meeting with seating for approximately 200 with
  - a. A skirted head table(s) with chairs for 7.
    - b. Podium with wireless microphone and stand and additional 2 hand held/ wireless microphones.
    - c. Computer, projector and screen for the W.T. presentations.
    - d. American Flag
    - e. Provide breakfast items such as coffee, juices, ice water, donuts, pastries, muffins, danish for approximately 200 (to be available 1 hour prior to the delegate meeting and throughout the meeting.)
- 11. Open area (approximately 400 sq. ft. minimum) for NHPA Game Related Sales.
  - a. Ten 8-foot covered, skirted tables
    - b. Six chairs
    - c. 110v electricity with power surge strip.
    - d. If requested, phone line with Internet for credit card scanner.
- 12. Open area (approximately 200 sq. ft.) for NHPA photography sales.
  - a. Four 8-foot covered, skirted tables
    - b. Two chairs
    - c. 110 v electricity for color printer with power surge strip.
- 13. Open area (approximately 200 sq. ft.) for NHPF Foundation.
  - a. Four 8-foot covered, skirted tables
  - b. Four chairs
  - c. 110v electricity with power surge strip.
- 14. Open area (approximately 400 sq. ft.) for the current and the next year's World Tournament Bidder site booths.
  - a. Covered, skirted tables and 2 chairs as requested by bidders.
  - b. 110v electricity.
- 15. A large secured lockable room away from, but near the pitching arena for awards presentations, group photo's and trophy storage.
  - a. Podium
  - b. Public address system with a minimum of 2 wireless microphones
  - c. 16' x 24' riser stage with handicap accessible ramp per ADA requirements
  - d. 10-foot back-drop support frame
  - e. Seating for 150 people
- 16. A meeting room that will accommodate up to 50 people for at least 3 specified days for various meetings and training sessions.
  - a. Tables
  - b. Chairs
  - c. All necessary electricity, Wi-fi, High Speed Internet Access
- 17. Area in pitching arena visible to all players and spectators to hang approximately 50 state and National flags.
  - a. Labor to hang and later remove flags and pack them for transport.
- Posting boards (at least 24' long x 4' high) in high traffic area for class results near the arena floor and NATSTATS Room.
- **19**. Assistance during site visit in finding a suitable location for the NHPA Hall of Fame Awards Banquet and dinner for 250 attendees and provide information for a local catering company if necessary and only if the host does not have a catering option available on site.
- 20. A safe location on site or off site for the Junior party (usually the same evening as the NHPA Hall of Fame Banquet)
  - a. Refreshments
  - b. Entertainment
  - c. Adult Supervision and/or Chaperones

- 21. Submit a drawing of the completed HOST designed World Tournament patch at least 6 months prior to the event.
- 22. Develop and print the World Tournament program book which will be included in the registration packets.
  - a. Provide a free copy to each contestant.
  - b. Include up to 20 pages of space to be filled by the NHPA at no charge.
- 23. Provide copy and artwork to NHPA for ads in Newline magazine and on NHPA website. Emergency Personnel such as Emergency Medical Services (EMS) will be on site during the entire World Tournament with the hours beginning at he opening of the venue until closing each day.
- 24. Emergency exits during inclement weather or hazardous scenario that the venue have in place and able to demonstrate safety procedures and evacuation routes.
- 25. Arrange with local newspapers and any other media outlets to print all daily results, provided by the NHPA, or, pay costs to copy/print the daily tournament newsletter as developed by the NHPA.
- 26. Travel and accommodations for site visit by NHPA planner(s) up to 4 persons 6 10 months prior to tournament.a. Airfare and local transportation or a .35cent per mile, round trip personal auto allowance.
  - b. Two nights lodging minimum.
- 27. If requested, RV spaces with full hook-ups close to the tournament site for the duration of the tournament.

#### THE NHPA SHALL:

- 1. Provide up to 50-60 sets of portable courts and scoring stations, rubber mats, and fencing at no charge to HOST.
- 2. Format and direct the tournament handling all entries, fees and seeding.
- 3. Develop, print and mail the pitching format and schedule to all entrants.
- 4. Develop, fund and provide the tournament prize list, junior trust awards and all trophies.
- 5. Provide or rent locally, all needed computer and copier equipment.
- 6. Pay the long-distance service for the temporary phone line (2 weeks).
- 7. Purchase HOST designed tournament patches and provide at no charge to all entrants.
- 8. Pay all costs related to NHPA Hall of Fame and Awards Banquet.
- 9. Secure all office help, scorekeepers and judges.
- 10. Purchase and provide all needed office supplies.
- 11. Provide the state and National flags for display in arena.
- 12. Provide typeset copy, artwork and photos for the World Tournament program pages.
- 13. Provide to the HOST, two free pages of advertising in three issues of NHPA Newsline magazine.
- 14. Coordinate all press and media coverage before and during the tournament.

#### **STIPULATIONS and OPTIONS**

Any special needs or exceptions to this contract that may be required for any reason, by either HOST or NHPA, shall be agreed upon by both parties and listed below.

In the event any items specified in this contract cannot be provided by the HOST, all costs incurred by the NHPA to fulfill these requirements will be billed to the HOST.

Signature	Name/Organization/Title	Date	
Signature	Name/Organization/Title	Date	
Signature	Name/Organization/Title	Date	