



VIRGINIA HIGH SCHOOL LEAGUE, INC. STATE TOURNAMENT CONTRACT

This Agreement made this _____ day of _____, 20____ between the Virginia High School League, Inc., herein referred to as VHSL, and _____ herein referred to as the host.

Wherein VHSL conducts, as part of its business, region tournaments for various athletic and academic events, and the host desires to conduct said event for VHSL, now, therefore, in consideration of the following mutual covenants and agreements contained herein, the parties agree as follows:

1. FACILITIES

The host agrees to provide the facilities for the tournament. The facilities shall be the _____ unless otherwise approved 60 (sixty) days in advance of the tournament in writing by VHSL. Such facilities are to be used exclusively for the VHSL event for the tournament dates. No sharing of the site with other events may take place during the VHSL event.

2. MANAGEMENT

Except as provided in this paragraph for officials, the host shall provide, manage and supervise all personnel necessary to properly conduct the tournament, including without limitation, tournament director, ticket sellers and takers, concession workers, event monitors, statisticians, time-clock operators, and timers, who are not officials, security personnel, rescue squads, and custodial workers.

The host is responsible for compliance with all laws and regulations regarding payment for the labor and/or services of individuals and organizations arranged by the host as a part of its management responsibilities set forth in this paragraph, including without limitation compliance with IRS regulations regarding income tax and FICA withholdings, the issuance of required tax reports, and any other Federal, State and local laws or regulations.

The VHSL is responsible for obtaining the officials for the contest. Officials will be independently contracted by VHSL. The host organization will have no duties or responsibilities for the officials who enforce the rules and regulations of the competition.

3. PAYMENT

For hosting the tournament, VHSL agrees to pay the host \$ _____ (the Payment). Within 10 (ten) business days following the tournament's completion, host shall deliver to VHSL revenue from the tournament including all ticket sales, gate receipts, broadcast and telecast fees, video sales, and VHSL produced program sales. Within 5 (five) business days of VHSL's receipt of the revenue, VHSL shall make the Payment to host.

4. ADMISSION, COPYRIGHT, BROADCAST, AND RULES OF PLAY

In hosting the tournament as provided herein, the host hereby agrees to abide by all VHSL regulations and rate schedules regarding admission, broadcasting, telecasting, video taping, program sales, and any other functions that are regulated by VHSL policies and guidelines. The host may not modify or establish event attendance, copyright or broadcast fees, or rules of play for the participants.

5. PROMOTION

The VHSL reserves the right to require the host to terminate or to enjoin any advertising or announcements relating to the tournament hosted that have not been approved in advance in writing by VHSL. Advertising and publicity shall be in style and content suitable for viewing or hearing by a family audience including minor children. All advertising and publicity announcements must specify that the event is a VHSL event and that the VHSL owns the copyright and broadcast rights to the tournament.

6. COMPLIANCE

The host will exercise due care not to conduct or permit any activities at the tournament that are in violation of Federal, State, or local laws. The host will be responsible for compliance with all statutes and ordinances relating to public assembly and public events. The host shall also take measures to ensure that activities and conduct of attendees are appropriate for seeing or hearing by a family audience with minor children.

7. LIABILITY

The host will indemnify and hold the VHSL harmless from any claims, actions, suits or demands, for damages to the host, site owner, tournament participants, and attendees' person and/or property arising from the tournament. VHSL has catastrophic insurance coverage for student participants in events with a significant deductible, and general liability insurance for its own acts or omissions. Host shall be responsible for insurance coverage for its own acts, omissions, or liability of any kind.

8. ASSIGNMENT

This agreement can not be assigned to any other party without the prior written consent of the VHSL.

9. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days notice prior to the event. The host shall have the right to cure a defect in the performance of its duties specified in this Agreement upon notification of defect by VHSL. Such cure shall be completed within seven (7) days of notice of the defect by VHSL, or this contract may be voided by the VHSL at its option, and VHSL shall thereafter be relieved of any obligation for payment under this agreement and may arrange another tournament host.

10. OTHER

This contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, commitments, offers, contracts, and writings of any nature. Any amendments or changes to this contract shall be in writing signed by both parties.

The undersigned hereby warrants that they are authorized to enter into this agreement to host VHSL's _____ Tournament.

Name of Event

HOST ORGANIZATION:

Name of Host Organization

By:

Authorized Signature

Title

Date

VIRGINIA HIGH SCHOOL LEAGUE, INC.:

By:

Authorized Signature

Title

Date