

SAMPLE AGREEMENT
“FHSAA CROSS COUNTRY FINALS” STATE CHAMPIONSHIP EVENT

THIS AGREEMENT is entered into this _____ day of _____ 2012, by and between the FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC. (“the FHSAA”), having its principal place of business at 1801 Northwest 80th Boulevard, Gainesville, Florida 32606; and _____, having its principal place of business at _____ (“the Host”), having its principal place of business at 17591 Hamilton Road, Dade City, Florida 33523, for the conduct of the “FHSAA CROSS COUNTRY FINALS” STATE CHAMPIONSHIP TOURNAMENT (“the Event”).

The following terms and conditions mutually agreed upon shall apply:

1. Grant. Subject to the terms and conditions contained herein, the FHSAA hereby grants to the Host the non-transferable right to serve as host organization for the Event throughout the Term. Nothing in this Agreement shall be construed to prevent the FHSAA from granting rights to any other party to serve as Host organization for other state championship events.
2. Term.
 - a. The “Term” of this Agreement shall be two (2) years. It shall commence on the date first written hereinabove and shall terminate on June 30, 2014, or on such earlier date as both parties have fulfilled their obligations as set forth hereinbelow. It, however, may be terminated at any time upon the written agreement to do so being signed by the FHSAA and the Host.
 - b. In an effort to extend the Term beyond June 30, 2014, the FHSAA and the HOST agree that they may enter into negotiations at any time during the Term with respect to a possible extension of the Term for a period of one (1) additional year.

3. Dates. The Event shall be conducted on the following dates:

November 17, 2012

November 16, 2013

Dates shall be changed only by the FHSAA. Should any such change in date occur the Host shall be given the right of first refusal to serve as Host organization for the Event.

4. Format and Time Schedule.
 - a. The format for the Event provides for 8 total races to be run in succession by gender to be conducted in one day. The first six placing teams and the top 15 runners in each regional meet shall advance to the FHSAA Finals. The FHSAA each year shall determine the schedule which classifications and gender runs in each race.
5. Host School/District. The Little Everglades Steeplechase Foundation, Inc. shall serve as Host school district for the Event.

6. Facility

- a. The Event shall be held at _____, Florida (the "Facility").
- b. The HOST agrees that the Facility will be in compliance with all applicable city, state and Federal regulations concerning access and seating for people with disabilities.
- c. The HOST agrees that the running surface, media areas, staff areas, and warm-up areas within the Facility shall be available for the exclusive use of the FHSAA from 7 a.m. the day before until midnight on each day of the Event in each year of the Term (Note: Gates are open for registration on the Friday before from 11:00 a.m. until 5:00 p.m. and on Saturday from 6:00 a.m. until 1:00 p.m.). During that period of time, the Facility will be clean and accessible and competition conditions will be safe and of championship caliber. The HOST agrees that throughout the Event the Facility will be lighted in the standard manner, and that the public-address system will be in good working order.
- d. The Host shall ensure that the running competition area is properly maintained and ready for use during the Event. The running and warm-up areas shall conform to and be marked in accordance with National Federation of State High School Association (hereinafter "NFHS") Cross Country Rules.
- e. The HOST shall provide within the Facility areas for use by athletic trainers. These areas shall be in clear view and close proximity to the teams.
- f. An appropriate number of gates shall be opened to adequately accommodate the ingress and egress of spectators. Spectator area shall be available for a minimum of 4000 spectators. Public areas shall be clean and accessible. An adequate number of concession stands and public restrooms for men, women and handicapped patrons shall be accessible to spectators during the Event.
- g. The Facility shall provide the FHSAA with the use of an office trailer that consists of two (2) desks with phones, a fax machine, multiple phone lines, a copier, a private office, two (2) bathrooms, an open meeting room with a conference table that seats eight (8) and a front deck.
- i. The HOST shall provide one (1) meeting room or meeting area in the facility at all times for event personnel and FHSAA Staff. Meeting space for 10 people is sufficient.
- j. The HOST shall provide a hospitality room at the Facility during the Event for event management, FHSAA staff and directors, credentialed news media, non-athlete representatives from the participating schools and individuals holding appropriate passes.
- k. The HOST shall ensure that adequate parking is available at, or in close proximity to, the Facility during the Event. Such public parking areas, as much as is possible, should be patrolled for security.
- l. The HOST, at the Facility, shall provide complimentary access to reserved parking areas for participating team vehicles, FHSAA staff, FHSAA directors, FHSAA guests, VIP's, game officials, and properly credentialed members of the media during the Event. Host will be permitted to charge up to \$10 per vehicle for parking. The Host will provide 350 complimentary parking passes to be distributed by FHSAA
- m. Because the HOST is familiar with the Facility, grounds and equipment that it is provided for use in the Event, the HOST and its representatives are in the best position to oversee safety preparations and inspections. Accordingly, the HOST agrees to perform such preparations and inspections and to provide such Facility, grounds and equipment free from all defective or hazardous conditions that are known or reasonably detectable. If any such conditions cannot be cured prior to the Event, the HOST agrees to provide specifics to the FHSAA Executive Director in writing as far in advance of the Event as reasonably

possible. Receipt of any such notice shall not obligate FHSAA either to cure the conditions in question or to relieve the HOST of its legal duties with respect thereto.

- n. The FHSAA specifically disclaims any responsibility to investigate the safety or code compliance of the Facility and parking lots or the component products, equipment, materials, designs and constructions.
- o. Representatives of the FHSAA staff will visit the site to review the Facility and space assignments. The arrangements made during the survey shall not be altered without approval from the FHSAA staff.

7. Administration, Management and Personnel.

- a. The Event shall be conducted under the general direction and supervision of the FHSAA Executive Director, and in compliance with the controlling bylaws, regulations, guidelines, policies and guidelines of the FHSAA. The FHSAA Cross Country administrator shall serve as Event Director.
- b. All aspects of the competition during the Event, including matters pertaining to competitors and game officials, shall be under the direct supervision of the FHSAA Cross Country administrator. All matters pertaining to the media operation, marketing and promotions, branding, facility decoration and appearance, pregame, in game and postgame festivities, and merchandising and licensing of the Event shall be under the direct supervision of the FHSAA communications department.
- c. The Host shall appoint a local organizing committee (“LOC”) and event manager to develop and implement its plans for the operation of the Event and to coordinate the various responsibilities of the Host organization. The event manager shall be the FHSAA’s primary contact within the Host organization, shall have significant experience in tournament and game administration and event management. The event manager shall be responsible for the filing of all necessary reports with FHSAA prior to and after the Event.
- d. The HOST agrees to secure and provide at its expense all necessary personnel to include, but not be limited to, the following:
 - 5 Management Individuals (Event Director, Event Manager, Marketing Director, Facility Liaison, and Media Coordinator)
 - Public address announcer(s) (subject to FHSAA approval)
 - Technical Assistant (familiar with the facility and its technical operations)
 - (20-30) Finish line volunteers per race
 - Team Hosts
 - Media coordinator and press stewards
 - Certified athletic trainer(s)
 - Security (both uniformed and non-uniformed)
 - Ticket sellers and takers
 - Pass gate attendants
 - Parking lot attendants
 - Concession stand workers
 - Maintenance workers
 - Custodians
 - Statistician (subject to FHSAA approval)
- e. The HOST, in cooperation with the Facility and the FHSAA, shall prepare an operations manual detailing all plans and procedures for the successful conduct of the Event.

8. Tickets, Credentials and Passes.

- a. Every individual admitted to the Event must enter the Facility with a ticket of admission, a credential issued by the Host or the FHSAA, or a pass issued by the FHSAA. The Host shall account for all tickets and ticket packages at face value. Complimentary tickets shall not be permitted unless approved by the FHSAA as part of a promotion designed to create interest in the Event (such as giveaways on radio stations or by other media, businesses or organizations in exchange for advertising opportunities). Children under the age of three (3) years old may be admitted free. Presale on-line ticketing may only be offered by the FHSAA and/or the Host, with a written agreement between the FHSAA and Host or addendum to this contract. The Host is not permitted to charge a handling fee, charge card fee or any other fee above the admission price approved by the FHSAA for ticketing unless approved in writing by the FHSAA in advance.
- b. The price of a ticket of general admission to each session of the Event, unless changed by the FHSAA in consultation with the Host, shall be nine dollars (\$9.00). Any special ticket package program or promotion developed by the Host shall be approved in writing in advance by the FHSAA.
- c. The HOST shall provide the FHSAA with a ticket manifest no later than thirty(30) days after the event each year. The financial report submitted to the FHSAA by the HOST following the conclusion of the Event shall identify the number of tickets and ticket packages sold in the various price ranges. The report shall also include all sources of income to the HOST and expenses incurred by the HOST for the Event.
- d. Pursuant to s. 212.04(2)(a), Florida Statutes, the FHSAA is exempt from any taxes on admissions to its athletic events. Any taxes, surcharges or other fees levied by any governmental body or agency or other organization on admissions to events held in the Facility, if not waived for the Event, shall be the sole responsibility of, and must be paid by, the FHSAA.
- e. The following credentials may be issued:
 - (1) Working credentials shall be provided to bona fide working personnel, including event staff and personnel, concessionaires and approved merchandise vendors, game officials and media representatives.
 - (2) Each of the schools qualifying teams to the Event shall receive credentials or complimentary admission for seven (7) athletes in uniform, three (3) alternates and up to two (2) non-player personnel including coaches, managers, athletic trainers, and team videographers. School resource officers or other law enforcement officers escorting qualifying teams, provided they are in uniform and report to the senior law enforcement officer in charge at the Facility, shall be admitted without charge.
 - (3) Guest credentials may be provided at the reasonable discretion of the HOST and the FHSAA to LOC members not serving in a working capacity, government dignitaries, celebrities whose presence would be favorably noteworthy, representatives of FHSAA corporate partners, local Event sponsors, and guests of members of the FHSAA Board of Directors and FHSAA staff.
- f. The FHSAA may approve and issue credentials to members of the FHSAA Board of Directors and their guests, FHSAA staff and their guests, game officials, media representatives, representatives of the FHSAA corporate partners and vendors, and other FHSAA guests. The HOST may approve and issue credentials to event staff and personnel, concessionaires, LOC members, local dignitaries, celebrities and other guests of the HOST. All credentials shall be distributed at the Facility during the Event by the HOST.

- g. The following passes authorized and issued by the FHSAA shall be the only passes honored for complimentary admission to the Event:
- (1) The FHSAA State Series Pass, which is purchased annually by member schools for use by their athletic department personnel and by registered contest officials for their personal use. This pass shall admit only the bearer upon presentation of valid photo identification and cannot be used by students or other individuals under the age of eighteen (18).
 - (2) The FHSAA Lifetime Pass, which is issued to retired FHSAA staff, former members of the FHSAA Board of Directors, members of the Florida High School Athletic Hall of Fame, and other individuals who have made significant contributions to the Association. This pass shall admit the bearer, upon presentation of valid photo identification, and one (1) guest.
 - h. Pass gate attendants shall check the photo identification of each individual attempting to gain entry into the Event by means of a pass. Each individual admitted using a pass shall be required to record his/her name, position with school or organization, type of pass and the pass number on pass gate log forms or electronically by means of software provided by the FHSAA. The HOST shall submit to the FHSAA the pass gate log forms or software printout with the financial report for the Event.

9. Event Receipts.

- a. Event receipts shall include all revenue derived from the sale of tickets of admission to the Event, including on-line sales of tickets by either the FHSAA or the Host and any special ticket packages approved by the FHSAA and sold by the Host.
- b. Event receipts shall not include the following:
 - (1) All revenue derived from the sales of food and beverage concessions, which shall be retained by the Host.
 - (2) All revenue derived from government and tourist development grants awarded the Host, and contributions made by local sponsors under contract with the Host, which shall be retained by the Host.
 - (3) All revenue derived from television rights fees, Internet right fees, radio rights fees, program advertising, program sales, merchandise sales of products of the type licensed by the FHSAA, and contributions made by FHSAA corporate partners, which shall be retained by the FHSAA.
 - (4) All revenue derived from the sales of Host parking passes, which shall be retained by the Host.

10. Event Expenses.

- a. The Host shall provide and be responsible for all expenses relating to:
 - (1) the facility, spectator seating areas (permanent and portable), media work areas, food and beverage concession stands, restrooms, booths and other spaces, as well as all utilities, including telephone and wireless high-speed Internet.
 - (2) all equipment and supplies, including (but not limited to) the Results Bulletin Board, public-address system, photocopier and paper, electrical cords and outlets, communication radios, booths, tables and risers.
 - (3) all personnel as listed in article 7d
 - (4) all services, including public relations coordination, promotion, publicity and advertising, first aid and medical services, hospitality services, media services, food and beverage concessions services, lodging services course preparation and maintenance services.

- b. The FHSAA shall provide and be responsible for all expenses relating to team and individual awards, game officials, souvenir program, official event logo, FHSAA signage and court stencils, timing and credentials.
11. Financial Arrangements.
- a. The Host shall receive 100% of parking, food and beverage concession receipts, any grant revenues awarded and any sponsorship revenues solicited by and awarded to the Host.
 - b. Gate receipts shall include all revenue derived from the sale of tickets of admission to the Event. The FHSAA shall receive 100% of gate receipts.
 - c. The Host shall submit to FHSAA a financial report and a check payable to FHSAA for all gate receipts no later than 30 days following the Event. Should the Host fail to meet this 30-day period, it shall pay a penalty of two (2) percent of the total amount due the FHSAA. An additional two(2) percent penalty shall be accrued for each subsequent 30-day period that the Host is delinquent in filing the financial report form and making payment of total amount due FHSAA.
12. Participant Expenses. Schools shall be responsible for the transportation, lodging and meal expenses of their qualifying teams.
13. After-Action Meeting. Representatives of the HOST, the LOC, the Facility and the FHSAA shall hold an after-action meeting to review the Event and to discuss plans for making any necessary adjustments and improvements to its operation for the following year. This after-action meeting shall be held within thirty (30) days of completion of the Event.
14. Corporate Partnership and Sponsorship.
- a. The FHSAA is under contract with a marketing company that administers a corporate partner/sponsor program on behalf of the FHSAA. The FHSAA, its marketing company and its corporate partners must be given the opportunity to provide product or services and ancillary supplies and equipment in the competition, participant, media and hospitality areas, and generally within the Facility for consumption or use by participating student-athletes and supporting team delegation, media and within hospitality areas. The Facility must cooperate with delivery and facilitation of supplied products, services, supplies and equipment. FHSAA corporate partners must be permitted to showcase and distribute their products or services in the Facility during the Event.
 - b. The Host may solicit contributions (cash or in-kind) from local, regional or national companies to underwrite its expenses in Hosting the Event. Such “local sponsors”:
 - (1) Shall not be competitors of any FHSAA corporate partner.
 - (2) Shall not be alcoholic beverage companies, tobacco companies, drug companies, pari-mutuels (excluding the Florida Lottery), casinos or organizations that promote gambling, adult entertainment establishments and services, athletic skills camps, recruiting and scouting services, or other companies that sell products or services incompatible with the educational dignity and propriety of the FHSAA and its member schools.
 - (3) Shall not be designated as “title” or “presenting” sponsors of the Event.
 - (4) Shall receive secondary billing to FHSAA corporate partners, and shall not be promised or granted any benefits that conflict with or exceed those granted by the FHSAA to its corporate sponsors.

- (5) Must be approved by the FHSAA, which reserves the right to review the agreements between the Host and its local sponsors. The FHSAA agrees that such approval will not be unreasonably withheld.
- c. The FHSAA is currently under contract with Gatorade© to be the official isotonic drink of the FHSAA. Gatorade© shall provide in sufficient amounts drink mix, coolers and cups to the Host for use during the Event. No other isotonic drink mix, coolers or cups bearing commercial identification shall be visible or used in competition areas during the Event.
15. Property and Media Rights.
- a. The Event and all festivities and activities associated with the Event, including the official results of the Event, are the sole property of the FHSAA. The Host shall not reproduce, market or otherwise distribute or publicly display said properties, except as set forth herein, without the permission of the FHSAA.
- b. The FHSAA retains all rights to the television broadcast or cablecast, radio broadcast, Internet broadcast or other broadcast, videotaping, filming and photographing of the Event and may, at its sole discretion, award any or all of these rights to third parties of its choosing. Nothing in this Agreement shall preclude the FHSAA from permitting the live television broadcast of the Event in the home broadcast market areas of the competing teams or in the broadcast market area of the Host and the Facility.
- c. The Host and the Facility shall waive any and all broadcast origination, videotaping, filming, photography and Internet fees, and shall grant free and full access to all media rights holders as needed. The Facility shall not charge the FHSAA or its media rights holders a fee in connection with the use of the Facility's existing power, lighting or parking facilities. The Host shall pay any such fees not waived by the Facility.
- d. The FHSAA permits still cameras and handheld video cameras to be used by spectators at the Event so that they may record the Event for their own personal use – not for the purposes of commercial re-sale or public redistribution in any form. Each competing team shall be permitted to photograph or videotape for archival, coaching or instructional purposes only those contests in which it participates. Photographers and their equipment must be positioned so that they do not block the view of any spectator.
16. Protected Marks. “Florida High School Athletic Association”, the FHSAA logo, the letters “FHSAA”, the phrases “FHSAA Cross Country Championships” and “FHSAA Cross Country Finals”, and other phrases and logos, including the official event logo (hereinafter collectively referred to as “the Protected Marks”) are the sole property of the FHSAA. The Host will use the Protected Marks only in connection with promotions and conduct of the Event, and only after receipt of approval for each usage from the FHSAA.
17. Merchandising Products.
- a. The FHSAA has the exclusive right to sell products of the type licensed by the FHSAA at the Facility on the dates of the Event and the right to retain all proceeds from the sale of such products. The Host shall ensure that appropriate space within the Facility is provided for the official event merchandiser(s) under contract with FHSAA to display and vend event merchandise and souvenir products.
- b. The Host agrees to adhere to FHSAA merchandising policies and procedures in place at the time of the Event. The Host shall not have authority to include financial terms regarding the sale of event merchandise or souvenir products as part of a facility fee or license. The Host shall not otherwise have authority to bind the FHSAA or the official event

merchandise(s) contracted by FHSAA regarding the sale of event merchandise or souvenir products.

- c. The Host shall not use or market or allow others to use or market any product or item using or bearing the Protected Marks without the advanced written approval of the FHSAA. No such merchandise or material shall be sold or distributed by anyone except as designated by the FHSAA. The Host and Facility may continue to sell during the Event any non-event-related merchandise that is normally sold in the Facility.
- d. The Host shall make its best effort to protect the FHSAA's Protected Marks, as well as marketing, media, merchandising and other rights that have been sold and shall involve the local authorities in its efforts.

18. Souvenir Program.

- a. The FHSAA has the exclusive right to produce and sell souvenir programs at the Facility on the dates of the Event and the right to retain all proceeds from the sale of such programs and any advertising therein. The decision to produce a souvenir program shall be made solely by the FHSAA.
- b. If a souvenir program is produced, the Host shall receive one (1) complimentary page in the Event program for its use to welcome participants and spectators to the Host community and/or to recognize members of the LOC, as well as local sponsors of the Event. The Host shall submit to the FHSAA the page electronically as a TIFF or PDF file (with a resolution of 200 dpi or greater), or by mail as camera-ready artwork, not later than thirty days in each contract year. Should FHSAA elect to print roster sheets and/or informational placards, in lieu of a program, there will be no provisions for complimentary space for the Host.

19. Food and Beverage Concessions.

- a. Food and beverage concession services shall adequately support the number of spectators anticipated for each session during the Event. Concessions shall be sold at costs comparable to the most favorable price for spectators during other events in the Facility.
- b. No alcoholic beverages, including beer and nonalcoholic beer, or tobacco products shall be sold or dispensed for public or private consumption anywhere in the Facility, or on Facility property, prior to or during the conduct of the Event. "Prior to" as used herein means the period of time beginning with the opening of turnstiles for public entrance to the Facility.

20. Promotions.

- a. "FHSAA Cross Country Finals" is the official name of the Event. The FHSAA will create and provide to the Host the official logo for the Event. The official name and official logo, and none other, shall be used in all correspondence, promotional materials, marketing materials and advertising produced for and relating to the Event.
- b. The FHSAA agrees to assist the Host in publicity and promotional programs designed to create interest in the Event. Prior to the Event, representatives from the FHSAA and the Host shall discuss plans for the promotional program. Any promotion or publicity expenses originated or provided by the FHSAA shall be at its own expense and like expenses originated by the Host shall be at its expense.
- c. The Host agrees to abide by FHSAA policies pertaining to Internet sites developed on behalf of the Host to promote the Event. The FHSAA shall have the right of approval regarding proposed Internet sites related to the Event.

21. Signage, Displays and Handouts.

- a. The FHSAA shall have exclusive authority over placement of Event signage, including official Event banners, FHSAA corporate partner banners and Host-secured local sponsor banners. The FHSAA shall not pay any royalty or fee to the Host or Facility for FHSAA signage commitments. The Host shall pay any such fee not waived by the Facility.
 - b. The Host and Facility shall not permit any third-party company, organization, group or individual other than FHSAA corporate partners to set up booths, sell, distribute or demonstrate any products or services; or circulate promotional material of any kind (i.e. handbills, flyers, and memorabilia) in the Facility during the Event without approval of the FHSAA.
 - c. The Host and Facility shall not allow any announcements, except those approved in advance by the FHSAA, or for public emergencies, over the public-address system during the Event.
 - d. The Host shall not use or permit others to use the “official” label in relation to any business, organization, group, product, service, function or activity, etc., in conjunction with the Event without the approval of the FHSAA.
22. Medical Procedures. The Host shall ensure, for the Event:
- a. The presence of or planned access to a minimum of three (3) persons qualified and delegated to render emergency care to all ill or injured persons;
 - b. The presence of or planned access to a physician for prompt medical evaluation of the ill or injured person, if warranted;
 - c. Planned access to a medical facility, including a plan for communication and transportation between the Facility and the medical facility for prompt medical services, if warranted; and
 - d. A thorough understanding by all affected parties, including the leadership of participating teams, of the personnel and procedures involved.
 - e. There is a properly functioning automated external defibrillator (AED) available and easily accessible on site.
23. Media Arrangements.
- a. The Host shall provide seating and working space for a minimum of twenty (20) persons, which shall include seating for not less than eighteen (18) credentialed media representatives and two (2) media operations staff. All work areas shall be properly lighted. Access to high-speed wireless internet and electrical power must be available at each seat. A photocopy machine capable of making a minimum of thirty (30) copies per minute, with adequate toner and paper, must be available for use during the Event.
 - b. The Host shall establish within the Facility an area where media representatives can conduct postgame interviews with players and coaches. Coolers containing ice water and Gatorade and cups shall also be provided.
 - c. The FHSAA shall provide the Host and each properly credentialed media representative with one (1) press booklet of supplementary materials prepared for the Event and one (1) copy of the official results from each race.
24. Hospitality.
- a. The Host shall make arrangements for a hospitality area containing snacks and beverages during the Event for members of the LOC, the Event staff, the FHSAA staff, the FHSAA Board of Directors, officials, credentialed media representatives, select vendors, select FHSAA sponsors and corporate partners, and credentialed guests.

- b. Complimentary drinks and snacks shall be provided throughout the Event to members of the LOC, the Event staff, the FHSAA staff, game officials, the FHSAA Board of Directors, credentialed media representatives and credentialed guests in a hospitality area.
25. Officials. The officials for each game shall be selected by the FHSAA, and the FHSAA shall pay their expenses and fees.
26. Participant Selection. Responsibility for the determination of participating teams shall rest solely with the FHSAA and is state championship series qualifying process. The Host agrees not to hinder or attempt to influence in any way the determination of participants.
27. Housing.
- a. Each school qualifying a team to the Event shall be responsible for making the housing arrangements for its team and other members of its official traveling party. The Host, however, each year shall identify to the FHSAA each hotel property in the host community that has committed to providing accommodations to participating schools and its best-possible rate for two (2) persons and four (4) person occupancy during the week of the Event.
 - b. The Host, upon consultation with the FHSAA, shall determine an official headquarters hotel in which the FHSAA staff, game officials and credentialed news media representatives may be housed during the Event. All expenses associated with the same to be the financial responsibility of the FHSAA, but the Host will use its best efforts to negotiate discounted rates and complimentary rooms at the host hotel.
28. Awards.
- a. Team and individual awards for the champion and runner-up teams shall be provided by the FHSAA vendor and shipped by its award vendors so that they are received by the Host not less than (10) days in advance of the Event. The Host shall accept delivery and notify the FHSAA Office of such receipt. The FHSAA shall inspect the delivery for any damage, defects or shortages.
 - b. No additional awards are to be presented in connection with the Event, except recognition or appreciation awards, with approval by the FHSAA, may be presented by the Host to organizations or individuals that have made significant contributions to the development and/or management of the Event. Any such presentations must be separate from and cannot occur in sequence with the presentation of the official awards at the conclusion of each championship game.
29. Mementos.
- a. The FHSAA shall provide to each participant in the Event (student-athletes, coaches and officials) a commemorative certificate.
 - b. The Host shall submit to the FHSAA for its approval any mementos (whether purchased or donated) to be provided by the Host to student-athletes and coaches of the participating schools to commemorate their participation in the Event and their visit to the host community. The mementos shall bear (by imprint, screen print, embroidery, heat transfer or other method) the official event logo. The company or companies affixing the official event logo to the mementos shall secure a restricted license from the FHSAA to reproduce FHSAA marks for this purpose. For this purpose only, the FHSAA shall waive any licensing and royalty fee that normally would be assessed.

30. Staff Apparel.
- a. Apparel such as shirts, T-shirts, jackets, vests or caps issued by the Host to event staff and personnel to be worn as a uniform during the Event, if purchased, shall be purchased from the FHSAA's official merchandiser. This provision shall not apply if the Host can secure such uniform apparel from another supplier by means of donation. In either case the uniform apparel shall be affixed with the official event logo and the total design approved by the FHSAA. The supplier, if not the FHSAA's official merchandiser, shall secure a restricted license from the FHSAA to reproduce FHSAA marks for the purpose. For this purpose only, the FHSAA shall waive any licensing and royalty fee that normally would be assessed.
 - b. Facility employees, if not attired by the Host, shall wear their employer-issued uniforms.
31. Liability Insurance/Responsibility.
- a. The Host shall be responsible for procuring and maintaining a comprehensive general public liability insurance policy not to exceed a cost of \$1,000 from a carrier with an A.M. Best rating of A (excellent), VII, or better covering the Host against claims arising out of or in connection with the performance of this contract for bodily injury, personal and advertising injury or property damage with combined single limits of at least one million dollars (\$1,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate, which may be satisfied by combining the general aggregate limits of the policies of both the Host and the Facility. Not less than 60 days prior to the Event, the Host shall furnish to the FHSAA a certificate(s) of insurance showing such coverage. If the Facility requires additional insured status, the Host will provide that coverage
 - b. The Host agrees to be fully responsible for its acts or its agents' acts when acting within the scope of their employment and agrees to be liable for any damages resulting from said acts. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity as to third parties by the Host for claims to which sovereign immunity may be applicable. Nothing shall be construed as consent by Host to be sued by third parties in any manner arising out of any contract.
 - c. The FHSAA agrees to be fully responsible for its acts or its agents' acts when acting within the scope of their employment and agrees to be liable for any damages resulting from said acts. Nothing herein shall be construed as consent by the Host to be sued by third parties in any manner arising out of any contract.
32. FHSAA's Representation. The FHSAA represents and warrants that:
- a. It is the owner of the Event and has the unencumbered right and authority to execute this Agreement and perform its obligations hereunder and to grant the rights set forth herein; and
 - b. The making of the Agreement does not violate any agreement or contract existing between the FHSAA and others.
33. Host's Representation. The Host represents and warrants that:
- a. It has the authority to commit the Facility and parking lots to the terms and conditions set forth herein, and has the unencumbered right and authority to execute this Agreement and perform its obligations hereunder;
 - b. It will not knowingly harm, misuse or bring into disrepute the good name of the FHSAA, the Event or the Protected Marks pertaining thereto;

- c. It will not create any expenses chargeable to the FHSAA without the prior written approval of the FHSAA; and
 - d. The making of this agreement does not violate any agreement or contract existing between the Host and others.
34. Relationship of Parties. No officer, employee, agent or independent contractor of either party, or their respective subsidiaries or affiliates, shall at any time be deemed to be an employee or agent of the other party for any purpose whatsoever, nor shall this Agreement be deemed to create a relationship of principal and agent, partnership, or joint venture between the parties hereto, and the parties shall use their best reasonable efforts to prevent any such misrepresentations. Neither party shall have any authority to make binding commitments on behalf of the other party except provided herein. Neither party shall have any authority or power to incur indebtedness or liability of any kind on behalf of or in the name of the other party except herein expressly authorized and permitted.
35. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement.
36. Impossibility Clause.
- a. The FHSAA and the Host shall have the right, at its election, to suspend the running of the term of this Agreement, and the obligations of the FHSAA and the Host hereunder, upon written notice to the other party, if as a result of an act of God, hurricane, earthquake, flood, lightning, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor controversy, riot, civil commotion, act of public enemy or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness or incapacity, or other cause of a similar or dissimilar nature not reasonably within the control of the Host or FHSAA or which the Host or FHSAA could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event") without the FHSAA or Host bearing any liability hereunder.
 - b. If the FHSAA is the sole cause of cancellation or has solely decided to cancel, the FHSAA shall reimburse the Host for any and all documented expenses that the Host has incurred at the time of cancellation that are directly related to the Host's obligations and responsibilities hereunder.
 - c. If the Host is the sole cause of cancellation or has solely decided to cancel, the Host shall exercise its best efforts to assist the FHSAA with relocation of the Event. The Host further shall reimburse the FHSAA for any and all documented expenses incurred by the FHSAA that are directly related to and are the result of the relocation of the Event.
37. Nonobservance of Agreement. If either the FHSAA or the Host fails to perform any of the terms and conditions of this Agreement and such failure or breach shall not be cured within thirty (30) days of giving written notice thereof, the other party shall have the right to terminate this Agreement and/or to exercise any and all rights and remedies provided by law or in equity.

38. Severability. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
39. Notices. Notice by a party under this Agreement shall be deemed given when the same shall have been mailed, provided the same is mailed registered or certified, return receipt requested, and the postage is prepaid, addressed to the other party at the address first hereinabove written, or to such other address as the party may have subsequently furnished in writing to the other for this purpose.
40. Enforcement. In the event either party is required to enforce any of the provisions of this Agreement, the non-performing party shall pay all costs and expenses incurred by the other party in such enforcement, including reasonable attorney's fees and costs whether incurred before suit is filed, during trial court proceedings, arbitration proceedings, appellate court proceedings, or any other proceedings.
41. Compliance with Laws. Each party shall comply with all applicable Federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this agreement.
42. Controlling Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be on the county of Alachua, State of Florida, and the parties hereby agree and consent to such jurisdiction and venue.
43. Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
44. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
45. Assignment Precluded. This Agreement may not be assigned or transferred in whole or in part without the written consent of the FHSAA.
46. Captions. Titles or captions of sections or paragraphs contained in this Agreement are intended solely for the convenience of reference, and shall not serve to define, limit, extend, modify or describe the scope of this Agreement or the meaning of any provision hereof.

47. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.
48. Final Approval. This Agreement shall not be binding upon the FHSAA unless and until it is duly executed by the FHSAA Executive Director.
49. Entire Agreement/Modification. This Agreement, including all attachments, appendices and addenda, constitutes the entire understanding of the parties as to the matters described herein and supersedes any and all prior or contemporaneous agreements, understandings and representations (whether written or oral) relating in any way to the subject matter hereof. This Agreement may not be amended or modified in any respect except by any express agreement in writing, executed by both parties.
50. Survival. The terms and conditions of this Agreement necessary to protect the rights and interests of FHSAA in the Event including, but not limited to, the Host's obligations under Sections 11, and 31, shall survive the termination or expiration of this Agreement.
51. Necessary Acts. Each party hereto agrees to perform any further acts and to execute and deliver any documents that may be necessary or convenient to carry out the provisions of this Agreement.
52. Miscellaneous. When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural.
53. Authority. The Host and the FHSAA, having accepted this Agreement, including its terms and conditions and all amendments agreed to and initialed by both parties; each of the undersigned, as a duly authorized representative of either party, individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first hereinabove written.

FOR HOST

_____, FLORIDA

By _____ Date _____
Chairman/Vice Chairman

FOR FHSAA

FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC.

By _____ Date _____
Roger Dearing, Executive Director