



**NAGAAA GAY SOFTBALL WORLD SERIES
HOST CITY AGREEMENT
WORLD SERIES**

20__

This NAGAAA Gay Softball World Series Host City Agreement (the “**Agreement**”), dated _____, 20__ (the “**Effective Date**”), is made and entered between North American Gay Amateur Athletic Alliance - Open Softball Division, a Wisconsin non-profit organization (“**NAGAAA**”), having its primary office at 1325 N. Van Buren Street #203, Milwaukee, WI 53202, and _____ 20__ (“**Host City**”), having its primary office at _____, _____.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties further agrees as follows:

I. Purpose

This Agreement governs each party’s rights and responsibilities with respect to NAGAAA’s 20__ Gay Softball World Series (“**GSWS**”) that will be held in Portland, OR from _____, 20__ through _____, 20__. Each party will comply with its obligations described in Appendix 2 in connection with GSWS.

II. Checkpoint Meetings

NAGAAA and Host City will hold monthly checkpoint meetings either by conference call or face-to-face. The goal of the checkpoint meetings is to ensure progress is being made on those items requiring timely completion for GSWS. Additional meetings may be requested by either party.

III. Sponsorships

Subject to the terms of this Section III, either NAGAAA or Host City may enter into Sponsorship agreements with Sponsors. The party (i.e., NAGAAA or Host City) that enters into a Sponsorship agreement will provide an executed copy of the Sponsorship agreement to the other party (i.e., Host City or NAGAAA) and the Sponsorship agreement will be included as an addendum to this Agreement. Regardless of whether the contracting entity is NAGAAA or Host City, funds disbursement will be handled in accordance with Section IV.

A. NAGAAA Sponsorship Agreement. A “**NAGAAA Sponsorship Agreement**” is an agreement between NAGAAA and a Corporate Sponsor. Regardless of the monetary value, NAGAAA will be the signing party to each NAGAAA Sponsorship Agreement and will be the responsible party under each such agreement. Notwithstanding the foregoing, Host City will support and be involved in the achievement of the goals and satisfaction of the requirements of the NAGAAA Sponsorship Agreements.

1. In the event the Host City incurs any expense from the support of a NAGAAA Sponsorship agreement, NAGAAA will reimburse the Host City for any expense.

2. NAGAAA will not solicit sponsorships from political groups, religious groups, or groups of dubious “good taste.”

B. Host City Sponsorship Agreement. A “**Host City Sponsorship Agreement**” is an agreement between the Host City and a Corporate Sponsor. Prior to the conclusion of the negotiations, the Host City must provide the terms to NAGAAA for review and approval. NAGAAA has final authority to approve each Host City Sponsorship Agreement. If NAGAAA approves the terms, Host City will sign the Host City Sponsorship Agreement.

1. Host City will not solicit sponsorships from political groups, religious groups, or groups of dubious “good taste.”

2. In the event that a Host City Sponsorship Agreement contemplates a multi-year term covering GSWS in addition to unrelated events and activities, (a) Host City will involve NAGAAA in the negotiation process; (b) NAGAAA will ensure that the terms of the multi-year agreement are not in conflict with any of NAGAAA's current and subsequent Sponsorship agreements; (c) funds for 2017 and any future GSWS hosted by the Host City will be apportioned to the Host City; and (d) Host City may be involved in the support of the multi-year agreement, including interfacing with the Sponsor.

3. Title Rights Sponsorship Agreements. As between the parties, NAGAAA or Host City may negotiate Sponsorship Agreements with Title Rights. NAGAAA will ensure that the Sponsorship Agreement with Title Rights includes provisions specifying how, when, the amount of, and to which entity funds will be disbursed. NAGAAA will use commercially reasonable efforts to make Sponsorship Agreements with Title Rights multi-year agreements with a minimum of \$60,000 in payment. NAGAAA will confirm that Sponsorship Agreements with Title Rights are not in conflict with other Sponsorship Agreements.

4. Exclusive Rights Sponsorship Agreements. Either NAGAAA or Host City may negotiate a Sponsorship Agreement with Exclusive Rights. Sponsorship Agreements with Exclusive Rights must include a term specifying a minimum of \$30,000 in payment; NAGAAA will confirm that Sponsorship Agreements with Exclusive Rights are not in conflict with other Sponsorship Agreements. .

5. Conflict in terms of sponsorship agreements. In the event of a conflict between the terms of any Host City Sponsorship Agreement and any subsequently executed NAGAAA Sponsorship Agreement, NAGAAA will work with Host City to resolve the conflicting terms.

- C. NAGAAA will work with Host City prior to NAGAAA entering into Exclusive Rights Sponsorship Agreements in order to minimize possible conflicts with executed Host City Sponsorship Agreements with Exclusive Rights.

IV. Distribution of Revenues and Sponsorship Funds Net Proceeds

- A. NAGAAA will manage all funds received under any NAGAAA Sponsorship Agreement. NAGAAA will retain 100% of any funds it receives under a NAGAAA Sponsorship Agreement.
- B. If Host City receives funds under a Host City Sponsorship Agreement, Host City will retain 100% of such funds.
1. Host City Sponsorship Agreements that have a National presence will split 75% Host City, 25% NAGAAA.
 2. Host City Sponsorship Agreements in place for future years in which the GSWS is held in the Host City where the Sponsorship Agreement was originally negotiated will be divided with the percentages of the original agreement.
- C. Sponsorship Agreements negotiated equally between the Host City and NAGAAA will be divided equally.
- D. In-kind donations received by either Host City or NAGAAA are excluded from distribution.
- E. Revenue from any concession contracts for GSWS, excluding alcohol (beer, wine, or liquor) concession contracts, belongs solely to NAGAAA. Host City shall retain all revenues from alcohol concessions and shall incur all expenses related to requirements for selling alcohol.
- F. Host City may petition for a loan from NAGAAA. NAGAAA may determine, in its sole discretion, whether to approve Host City's petition. For avoidance of doubt, any loan that NAGAAA makes to Host City will be subtracted from the amount disbursed in accordance with Section IV.(G).
- G. At the Winter Meeting following the GSWS, Host City and NAGAAA will hold a meeting to review each party's projected final detailed financial statement. Within fifteen (15) days after the Winter Meeting, Host City and NAGAAA will finalize detailed financial statements and disburse funds according to the respective final detailed financial statements.

V. Change Control Process

This Agreement may only be modified, amended, or supplemented in a written document signed by authorized signatories of both parties subsequent to the Effective Date of this Agreement.

Either party may request a change to this Agreement via written notification (email is acceptable; notification may instead be made by registered mail) to the other party. If Host City is the requesting party, Host City must send the request to the NAGAAA Commissioner. All requests must include a description of the proposed change, implications of the proposed change, and alternative options. The receiving party will review the request and respond within 5 days. The parties will record change requests and responses in Appendix 6 and if the change is accepted by the receiving party, it will be noted in Appendix 6 to the Agreement accordingly.

VI. Arbitration Board

- A. An Arbitration Board, made up of five NAGAAA delegates, will be appointed by the NAGAAA Commissioner and mutually agreed upon by the Host City. One alternate may be appointed to assure continuity, should one of the original five Arbitration Board members be unable to serve.
- B. The identification of the Arbitration Board is made a part of this Agreement as Appendix 1.
 - 1. The Arbitration Board will review any disagreements between Host City and NAGAAA regarding funding requests.
- C. The term of Arbitration Board members will run from the awarding of the bid to Host City until the completion of disbursements of funds at the Winter Meeting following GSWS.
- D. In the event of a vacancy on the Arbitration Board, the NAGAAA Commissioner and the Host City will mutually agree upon another Arbitration Board member to serve for the remainder of that term.
- E. If a dispute arises between the parties, the parties must go to the Arbitration Board before either party may seek other available remedies.
- F. The Arbitration Board will act as adjudicator for disputes between the parties, including but not limited to disputes relating to alleged breaches of this Agreement.
- G. The Arbitration Board may decide for one party or the other, or the Arbitration Board may define a middle ground if it decides that such an option exists. The parties will be bound by the decision of the Arbitration Board.
- H. Five members of the Arbitration Board must be present for a dispute to be heard and voted on.
- I. For any change to be implemented, 4 affirmative votes must be received for such change.
- J. Each party will have the opportunity to present its case to the Arbitration Board.
- K. Neither party is allowed to contact the Arbitration Board independent of the other. If a party attempts to subvert the arbitration process, that party will be brought before the Ethics Committee.
- L. Each Arbitration Board member must understand his/her role and recuse himself/herself if that Arbitration Board member has any bias or conflict of interest regarding the dispute. In the event that an Arbitration Board member recuses himself/herself, the NAGAAA Commissioner and the Host City will mutually agree on a replacement.

VII. Definitions

- A. **“Exclusive Agreements”** are based on category of business (e.g., apparel, beer, wine, or spirits). There may be only one agreement per exclusive right category of business.
- B. **“Host City Sponsors”** means companies or organizations that have a local, regional, or national presence and enter into Host City Sponsorship Agreements

- C. **“Sponsors”** includes both NAGAAA and Host City Sponsors.
- D. **“Sponsorship”** means that a company or organization provides funds to support GSWS, buys advertisement that promotes its product or service at GSWS, and/or donates products for GSWS. Sponsorship includes both Corporate Sponsorship and Host City Sponsorship.

VIII. Hotels and Fields

Hotel Contracts and Field Contracts are made a part of this Agreement as Appendix 3 and Appendix 4, respectively.

IX. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

X. General Provisions

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws provisions. The titles of the sections of this Agreement are for convenience only and shall not affect the interpretation or construction of any section. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. The words “include” and “including” and variations thereof are not terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” This Agreement, including all Appendices, represents the entire agreement between the parties with respect to the subject matter hereof and all other negotiations, understandings and agreements relating thereto, whether written or oral, including but not limited to all requests for proposal, proposals, payments or other forms, are nullified and superseded hereby. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. A waiver of any of the terms of this Agreement, or any breach or default hereunder, shall not be deemed or construed as a waiver of such terms for the future or any subsequent breach or default, whether or not of the same or similar nature.

The parties have caused this Agreement to be executed as of the Effective Date.

NAGAAA

_____ **20**

_____, Commissioner

_____, _____

Date:

Date:

APPENDIX 1: Arbitration Board Series 20__

APPENDIX 2: NAGAAA Tournament Requirement Checklist

APPENDIX 3: Hotel Contracts

APPENDIX 4: Field Contracts

APPENDIX 5: Petition from Host City for Disbursement of Sponsorship Funds

APPENDIX 6: Change Control Tracking Document

APPENDIX 1: Arbitration Board Series 20__

| Division | Name | City | Phone Contact | Email Contact |
|-----------------|-------------|-------------|----------------------|----------------------|
| Open | | | | |
| Open | | | | |
| Open | | | | |
| Open | | | | |
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APPENDIX 2: NAGAAA Tournament Requirements Checklist

| Req Numb | Requirement | Resp/ Owner | Accept Date | Remarks / Notes / Changes |
|----------|---|----------------------|-------------|---------------------------|
| 1 | Budget | | | |
| 1a | Budget responsibility for the tournament is divided between NAGAAA and the Host City Committee. In order for NAGAAA to ensure fiduciary responsibility, it is necessary for budget reviews to be coordinated between NAGAAA and the Host City at every conference call meeting. The Host City must maintain a separate Bank account exclusively for the GSWs. NAGAAA must review the following: 1) Financial status including profit/loss, and balance sheet. s) Budget worksheet - Original budget, revised budget and actual to date. The format submitted will be based on the accounting software the Host City is using. The Host city also has the right to review NAGAAA OPEN DIVISION financials to ensure all appropriate funding is in place for the GSWs. | NAGAAA/ Host City | | |
| 1b | Insurance should be in place with sufficient coverage to guard against lawsuits for injury, etc. Except for alcohol insurance, this insurance is the responsibility of NAGAAA and a copy of the insurance policy needs to be provided to the Host City prior to the start of the GSWs. Additional fees for additional named insured may apply. Insurance is for official GSWs events. NAGAAA provides only general liability insurance for the tournament, as well as Directors and Officers insurance. With respect to alcohol, Host City will obtain alcohol related insurance, which is separate and requires a different policy from the insurance policies described above, and pay for such alcohol insurance. Host City will name NAGAAA as an additional insured on any alcohol insurance policy. | NAGAAA/ Host City | | |
| 2 | Hotel | | | |
| 2a | NAGAAA is responsible for contracting hotel requirements, including meeting rooms and all other hotel space required. Overflow hotels as required will be identified and contracted by NAGAAA. A bid from proposed Hotels needs to be in place by time of bid and will be communicated to the NAGAAA Summer Council Session as part of the NAGAAA portion of the bid. | NAGAAA | | |
| 2b | Identify adequate overflow and alternate hotels with details communicated to Member Associations. | NAGAAA | | |
| 2c | Negotiate reasonable rates, include applicable tax in communicated rate, and ensure the committed rate in bid is met at time of tournament. | NAGAAA | | |
| 2d | Ensure GSWs date availability in accordance to IoG guidelines. | NAGAAA | | |
| 2e | Hotel availability with negotiated rates applied: <ul style="list-style-type: none"> • Winter Meeting – January - \$_____ • Summer Meetings - \$_____ • The Host Hotels for NAGAAA will be the _____. • The alternate hotels will be determined. | NAGAAA | | |
| 2f | Communicate method, rate and timing for reserving rooms for Winter Council meetings and team reservations for GSWs. Reservations of the rooms for Summer Meeting and GSWs will be opened on _____, 20___. No reservations may be made prior to this date except by the NAGAAA Board. Every reservation made will require a non-refundable first room night deposit which will be taken on the credit card provided. No one person may make reservations for more than 3 rooms. NAGAAA will reserve a special block of rooms for delegates to Council Meetings in a weekend only arrangement for Summer Council Meetings. | NAGAAA | | |
| 2g | Recommendations from Host City and introductions to hotel contacts are encouraged and will be considered by NAGAAA. Host City must assign a Hotel Committee Chair not to be the Host City Director, to support the NAGAAA Commissioner at | Host City | | |

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| | the local level as required/possible. Host City must work with NAGAAA Commissioner prior to bid in order to coordinate the selection of hotels and negotiation requirements. | | | |
| 2h | <p>Letter of Agreement (LoA) is to be signed with all hotels listed as part of bid and must include the agreed hotel rates and other negotiable requirements. This detail should be communicated during NAGAAA's portion of the bid presentation.</p> <p>LoA will ensure the hotel is contractually willing to sign a final contract upon awarding of bid.</p> <p>Copy of fully executed contract by NAGAAA is required within 60 days of the bid award. NAGAAA will communicate the completion of this step no later than 60 days after the bid is awarded and must reflect the hotel room rate and contract assumptions noted in the bid. The NAGAAA Commissioner will provide this communication and is responsible to ensure the contract is fully executed in the time frame noted.</p> <p>NAGAAA representatives will need to travel to Hotels for negotiations and appropriate budget assumptions should be covered. Hotel contracts will need to be negotiated and signed by the NAGAAA Commissioner.</p> | NAGAAA | | |
| 2i | It is strongly suggested that arrangements on behalf of NAGAAA be made as follows: Contract should include a minimum of 7 COMP rooms for NAGAAA. Arrangements should also be made for 2 suites to be available—if not COMP'D, at the negotiated hotel rate. | NAGAAA | | |
| 2j | <p>Exact dates for meeting rooms will be determined as part of the bid process and the required meeting rooms will be coordinated around those dates.</p> <p>Meeting Rooms—Winter:</p> <p>Large meeting room to handle NAGAAA Session Saturday and Sunday; table at front of room for Board, microphone, media access if requested, 7:00am to midnight on Sat, 7:00am to 6:00pm on Sunday. Board Officer and City Association placards should be available on the tables</p> <p>Smaller meeting rooms to handle NAGAAA Committee meetings; table at front of room for Board, media access if requested, 7:00am to midnight on Friday 7:00am to midnight on Sat, 7:00am to 6:00pm on Sunday. Board Officer and City Association placards should be available on the tables.</p> | NAGAAA | | |
| 2k | <p>Meeting Rooms—Summer</p> <p>Large meeting room to handle NAGAAA Session Saturday and Sunday; table at front of room for Board, microphone, media access if requested, 7:00am to midnight on Saturday, 7:00am to midnight on Sunday Board Officer and City Association placards should be available on the tables</p> <p>Smaller meeting room to handle smaller breakout meetings; table at front of room for Board, media access if requested, 7:00am to midnight on Friday 7:00am to midnight on Sunday, 7:00am to midnight on Monday. Board Officer and City Association placards should be available on the tables.</p> <p>Player Sign-In & Registration Room Location</p> <p>Open Division Registration support is required throughout the Tournament period (weekend of Council meetings through tournament). Host City to provide volunteer support for Open Division registration at hotel during Council Meetings and at all Open Division complexes during tournament play. The host hotel will provide a large room that will be set up to accommodate the Open Division Registration. Hours and dates of registration will be determined by NAGAAA and the Host City.</p> | NAGAAA/ Host City | | |

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| | <p>Manager Meeting Rooms (1)—large rooms with chairs set up auditorium style with table at front; required on date/time to be defined (no later than Winter Meeting prior to Tournament). Specific times to be communicated. Must be flexible.</p> <p>Umpires Meeting Room (1) Large room with table at front, chairs set up auditorium style. Time to be set by the NAGAAA Asst Commissioner and UIC</p> <p>Meeting Rooms for Host City/Board meetings (can be at discretion of Host City on meeting location)</p> <p>At the end of pool play a Meeting Room for the Open Division Double elimination Seeding and Bracketing is required. The hotel must be flexible as to the day typically this room is utilized from 5pm until 1am on Wednesday of GSWS play.</p> | | | |
| 2l | Brackets and schedules need to be posted at the Host Hotel in a pre-defined location; ample room for large congregation of people preferred | NAGAAA | | |
| 3 | TOURNAMENT PLAY & PLAYING FIELDS | | | |
| 3a | GSWS must be scheduled for play between second week of August and Columbus Day weekend annually. GSWS must be played within a calendar week, but details on specific days of play are to be agreed between Host City and NAGAAA Asst Commissioner based on scheduling requirements, number of teams forecasted, field availability, and other factors as noted by the Host City. | NAGAAA/ Host City | | |
| 3b | <p>If multiple complexes are used, comparable field quality and amenities are required, in addition to similar distance from Host Hotel. Field maintenance agreements, water and concession availability should be comparable. GSWS “environment” should be comparable at all locations.</p> <p>Any item provided by the Host City to provide enhanced GSWS atmosphere are at the expense of the Host City. NAGAAA is responsible for tenting and other required items to provide the field requirements (first aid, registration, water, umpires, protest committee, photographer, merchandiser and scheduling) but any other tenting not specifically requested and approved by NAGAAA is at Host City expense.</p> | NAGAAA Host City | | |
| 3c | Minimum of 18 fields required with forecast to determine if higher number is required. Maximum number of complexes will be determined by NAGAAA and the Host City. | NAGAAA | | |
| 3d | <p>Contract will be negotiated between NAGAAA and the field complex management.</p> <p>The Host City should appoint a Fields Committee Chair to support the needs of NAGAAA at the local level. Host City should make recommendations to NAGAAA on field options and help to coordinate meetings for the NAGAAA Asst. Commissioner in the negotiation process.</p> <p>Negotiations and decisions on field options are required to be coordinated and worked out between the Host City and NAGAAA. Timing of the tournament will be based primarily on field availability and options on tournament dates can be negotiated between NAGAAA and the Host City prior to the Bid. Details of tournament schedule need to be communicated as part of the bid.</p> <p>NAGAAA will be responsible for deposits and all pre-payments.</p> | NAGAAA Host City NAGAAA/ Host City NAGAAA | | |
| 3e | NAGAAA has sole responsibility for tournament scheduling and will define play times for the GSWS. The Host City can request scheduling accommodation. NAGAAA Assistant Commissioner is the GSWS Athletic | NAGAAA | | |

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| | accepting early shipment of balls or storing them prior to the GSWS. | | | |
| 3q | <p>NAGAAA has over-all responsibility to negotiate the concession contracts with the field or other concessionaires that might be available or required. Host City support in negotiating the relationships is requested and support in logistical set-up at time of tournament is requested. If field concessions are not adequate to support tournament requirements, then NAGAAA should negotiate for outside concessions to be allowed in the parks.</p> <p>The Host City has requested that they be permitted to negotiate with Food Truck vendors, and NAGAAA has agreed to this provision.</p> <p>Concession staffing must be able to accommodate the large number of participants who tend to stay at the complex longer than most tournaments. Arrangements must be flexible so that large crowds can be handled throughout GSWS play.</p> <p>By agreeing to take on the responsibility of negotiating concessions, the Host City also takes on the responsibility of ensuring an adequate number of vendors to meet the demand of the GSWS participants during all hours of the GSWS.</p> | NAGAAA/ Host City | | |
| 3r | <p>GSWS seeding and scheduling posting needs to be available at all field complexes and the Main Host Hotel.</p> <p>Host City should appoint a volunteer coordinator to help NAGAAA with volunteers required to support tournament bracket posting.</p> | NAGAAA/ Host City | | |
| 3s | <p>Team and player check-in and registration should be supported at the Host hotel, Opening Ceremonies and all field complexes for the duration of the tournament as per NAGAAA Softball code. Registration must be available both days of the Summer Council session at the Host Hotel. NAGAAA requires the Host City handle the actual registration of players via team rosters received from the NAGAAA Assistant Commissioner.</p> <p>Host City should appoint a coordinator from the Host City Committee to coordinate on NAGAAA's behalf the volunteers required to support player check-in requirements. While it is NAGAAA's over-all responsibility, it is understood that the logistics of this are dependent on local volunteers and that the Host city must help find, train and oversee the successful execution of the registration process and the volunteers at the local level.</p> <p>NAGAAA player registration also needs to be set up at specific locations that can be communicated to the players.</p> <p>It is NAGAAA's responsibility to ensure the accuracy of registration information and to prepare and populate the electronic registration database, including but not limited to: player names, birthdates, ratings information, etc. This includes populating the electronic database with all player information prior to the opening of registration.</p> <p>Additionally, should NAGAAA and the Host City agree to use the NAGAAA GSWS App, NAGAAA will provide an individual to act as a contact for the App to ensure the successful upload of information into the App. It is the Host City's responsibility to provide accurate and complete information / content in the requested format and templates to facilitate the successful and easy upload of information into the App.</p> | NAGAAA/ Host City | | |
| 3t | <p>Line Up sheets will be provided by NAGAAA and need to be available for all teams at all field complexes in sufficient number.</p> <p>Scorebooks and Scorecards are also the responsibility of NAGAAA.</p> | NAGAAA | | |

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| 3u | Water availability to NAGAAA Officers - should be available as it is to the player dugouts. | NAGAAA | | |
| 3v | Consideration should be given to providing a place for umpires to receive free or discounted food and drink (non-alcoholic) during the GSWS. Water availability on the fields to umpires working the games is mandatory and is considered equal to the need for players. | NAGAAA | | |
| 3x | The Hall of Fame Committee requires set up space at the Host Hotel beginning Saturday night prior to the GSWS and at the main field complex for the duration of the GSWS. The Hall of Fame Committee will provide details on specific display space requirements. The Hall of Fame Director will be responsible for staffing the space. | NAGAAA | | |
| 3y | Communication between the Host City, NAGAAA Board and volunteer support is crucial to the smooth running of the GSWS. It is assumed that communication tools will be provided to the NAGAAA, UIC and Host City committee members for the duration of the GSWS. Mobile phones, walkie-talkies, etc are acceptable but must be available for communication between fields and personnel in order to ensure a smooth GSWS. The communication plan needs to be finalized at the Conference call meeting 2 months prior to the start of the GSWS. | NAGAAA/ Host City | | |
| 3z | Rain out number must be established from the Host City. Details of the number to call for teams must be provided in the manager's packet at the manager meeting. NAGAAA Assistant Commissioner must be able to update the message on the rainout line. | NAGAAA/ Host City | | |
| 3aa | Pay for fields (which include port-o-lets, field prep, quick dry, etc.) | NAGAAA | | |
| 3ab | Pay for parking passes for participants | Host City | | |
| 4 | CHARITY EVENT | Host City | | |
| 4a | The Charity Event will bear the NAGAAA name, but will be determined by the Host City within the requirements of NAGAAA which are: The Host City will hold a charity event in the host hotel ballroom or comparable venue with a minimum seating of 600. All costs of the event should be donated or kept to a minimum to maximize the donation to the charities. The lighting, microphone and DJ (or other related costs) should also be minimal and are covered by the Host City. The Host City will identify local grassroots charities that are focused on providing HIV / AIDS support and services to be the recipients of the event's profits. The Host City will sell tickets to participants of the GSWS prior to and during the event. The minimum price for a ticket will be \$5. All ticket sales should be able to be audited, which requires numbered tickets for face-to-face and online sales. The Host City will be responsible for executing all facets of the event. | NAGAAA/ Host City | | |
| 5 | SPECIAL EVENTS | | | |
| 5a | Special events are the responsibility of the Host City. Details are to be communicated to NAGAAA and all players and coaches. These events will not infringe on playing times of the tournament, including the scheduling of Opening Ceremonies. All expenses for special events are to be borne by the Host City. | Host City | | |

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| | <p>Opening and Closing Ceremonies are the only REQUIRED events. At both of those ceremonies, the NAGAAA Directors should be adequately recognized and should be given ample time to address the Association.</p> <p>Closing Ceremonies MUST NOT start prior to the end of the last championship game. The Host City has responsibility for providing team and participant awards. It is recommended that "ownership" of this portion of the Closing Ceremonies be turned over to the NAGAAA Board for the awarding of trophies. This should be the first order of business during Closing Ceremonies. It must take place as the focal point of the event and should be completed before entertainment commences.</p> <p>The introduction of Hall of Fame members also must be accommodated during Closing Ceremonies. This part of the ceremony should be coordinated with the Hall of Fame Committee during the winter meeting prior to the Tournament and during pre-tournament meetings as required.</p> <p>If food is part of Opening or Closing Ceremonies, it should not require an unreasonable amount of time to serve.</p> <p>All requirements for participation by NAGAAA Board representatives should be communicated to the NAGAAA Open Division Board during the pre-tournament meeting.</p> <p>Any Insurance requirements aside from those mandated in the contract are the responsibility of the party who engages the location or services. The Insurance coverage purchased by NAGAAA pertains to playing complexes, the Charity Event, Opening and Closing Ceremonies and any contract NAGAAA enters into.</p> <p>NAGAAA Archives - must be provided with a location to set up a display. Host City should coordinate this with the NAGAAA Archives Chairperson. This should be accommodated inside the Registration Area, if possible, or within the immediate vicinity of the Registration Area. The Archive Chairperson is responsible for staffing of this space.</p> <p>Hall of Fame Dinner – A Dinner for Hall of Fame Inductees and its' members is to be hosted at a location mutually agreed upon by the Host City Committee and NAGAAA (including the Hall of Fame Chairperson). Selection of the date of this event is to be coordinated between NAGAAA and the Host City Committee.</p> <p>Any negotiations with potential location(s) of Hall of Fame Dinner must include NAGAAA. Final contract with location selected, is to be signed by NAGAAA.</p> <p>Host City agrees to consider making a financial contribution to the budget of the Hall of Fame Dinner. Amount of any such contribution to be determined solely by the Host City Committee.</p> | <p>Host City</p> <p>Host City</p> <p>Host City</p> <p>NAGAAA/ Host City</p> | | |
| 6 | VOLUNTEER STAFFING | | | |
| 6a | <p>NAGAAA may make an online registration system available for use by Host City. The Host City must ensure sufficient volunteer training and staffing is available at all venues, including all field complexes for the duration of game play. These volunteers should be knowledgeable of field logistics, sign-in procedures, communication resources and social special event details. They must be available to the NAGAAA Board as required and to the GSWS participants as reasonable. They should be easily recognizable and available at all field complexes for the duration of the GSWS play.</p> | Host City | | |

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| 7 | PROMOTIONAL ITEMS, LOGOS, MERCHANDISING | | | |
| 7a | <p>Merchandising contracts for the tournament belong to NAGAAA who will negotiate with a third party vendor to provide over-all merchandising for all NAGAAA named events.</p> <p>NAGAAA has responsibility for the distribution of tournament merchandise. Any use of the NAGAAA trademarked entities (NAGAAA, North American Gay Amateur Athletic Alliance, GSWS, GSWS 2016, Gay Softball World Series, etc.) are assumed to be in violation of this section.</p> <p>Merchandising and promotional items includes the photography and apparel for the GSWS. NAGAAA will initiate any third party agreement.</p> <p>NAGAAA may use an RFP process for soliciting apparel, merchandise and promotional vendors. RFP process will be managed separately from this contract.</p> | NAGAAA | | |

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| | <p>The Host City can make a proposal for merchandise sales for Host City revenue. Agreement will not infringe on the merchandisers contract with NAGAAA and will be dependent on the Merchandising Contract in place for NAGAAA and shall not infringe on NAGAAA's RFP.</p> <p>As defined by current or future corporate partnership agreements, all logos and merchandising requirements must be met. NAGAAA will provide partnership agreements to the Host City so that all requirements can be reviewed for impact. As required, sponsor logos must be affixed and references to our sponsors must be assured.</p> <p>Use of the NAGAAA logo requires permission from the NAGAAA Board. This includes the logo and trademarked uses of name of association and event (NAGAAA, North American Gay Amateur Athletic Alliance, GSWS, GSWS 2017, Gay Softball World Series).</p> <p>It is understood that NAGAAA has the right to the use of the Host City logo for merchandise or PR requirements at no cost to NAGAAA. The logo needs to be provided to NAGAAA in digitized format as soon as it is available, but no later than 1 year prior to the tournament. Use of the logo on tournament letterhead and NAGAAA web site does not require specific permission.</p> | | | |
| 7b | <p>The GSWS Program is a requirement from NAGAAA but can be used by the Host City as a source of revenue. Responsibility for the program including sole responsibility for costs to produce and solicit ads is the responsibility of the Host City.</p> <p>It is expected that program content will be in accordance with NAGAAA mission and standards and NAGAAA may require the removal of any questionable content. Requests for content removal will be made by email from NAGAAA Commissioner to the Host City Director(s) and are not subject to negotiation, deliberation or Arbitration Board involvement.</p> <p>Minimal content in the Program will include the following:</p> <ul style="list-style-type: none"> • Open Division Commissioner Letter • Field / Hotel directions • Schedule of Events • Team Participation Listing • Hall of Fame Inductees <p>In the event a NAGAAA corporate sponsor requires ad space, NAGAAA will notify the Host City of the requirement within a reasonable timeframe and have the ad space provided pursuant to the sponsorship contract (full page, half page, color, etc). The exact timeframe for deadlines will be jointly determined by NAGAAA and the Host City and will take into consideration the actual timelines within which specific information and data become available to NAGAAA (e.g., team names).</p> <p>The above items will be at no cost to NAGAAA. NAGAAA will comply with all program deadlines and edit requirements in order to have the ads placed.</p> | Host City | NAGAAA | |
| 7c | <p>Development of a Series web site, to be established and maintained by the Host City is required. Server costs are the responsibility of the Host City and all content of the web site is the responsibility of the Host City. It is expected that web content be in accordance with NAGAAA mission and standards and NAGAAA may require the removal of any questionable content within 24 hours of the request. Requests for content removal will be made by email from the NAGAAA</p> | Host City | | |

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| | <p>Commissioner to the Host City Director(s) and are not subject to negotiation, deliberation or Arbitration Board involvement.</p> <p>NAGAAA has reserved domain names for future GSWS Series events at their cost, to be provided to the Host City at no charge. Access to the domain name should be provided to the Host City at time of bid award. Web site domain name will be www.Gaysoftballworldseries.com. It is understood that the domain name should be visible on all pages.</p> <p>NAGAAA will link to the Series web site from the www.NAGAAAsoftball.org web site and it is expected that the Host City will link to the NAGAAA web site as well.</p> <p>The Host City web site should NOT include any information that is the responsibility of NAGAAA and the Host City should not respond to participant questions on issues that are the responsibility of NAGAAA. Once finalized, Details of Host Hotel and Fields will be included on the web site but approved by NAGAAA for content.</p> <p>In addition, the NAGAAA Commissioner should be copied on all incoming inquiries concerning the GSWS. This can be done by having the NAGAAA Commissioners' email blind copied on the Host City Director's email.</p> | NAGAAA | | |
| 8 | TOURNAMENT EXPENSE REIMBURSEMENT | | | |
| 8a | <p>NAGAAA has responsibility for the following GSWS expenses:</p> <ul style="list-style-type: none"> • Field costs, including pre-payments and deposits • Balls • Umpires, UIC (per game costs plus room expenses as approved by yearly budget) • Insurance, except alcohol insurance (see Section 1b) • Championship Awards (team and individual) • Meeting rooms and associated meeting requirements for winter and summer meeting requirements • Water and Ice • Scorecards/Lineup Sheets • Bracket enlarging • Registration Support requirements • First Aid (all complexes) • Security • Pre-Tournament Visit expenses • Publicity/Advertising (NAGAAA National level) • Sanitation • Storage Pods • Golf Carts • Communications logistics for NAGAAA (i.e., walkie-talkies, two-way phones) <p>Host City has responsibility for the following tournament expenses:</p> <ul style="list-style-type: none"> • Special events, including Opening and Closing Ceremonies and all other social events planned by the Host City, including the Charity Event. • Bid deposit • Transportation (if applicable) for Social Events • Publicity/Advertising (Host city/Local level) • All other non-Playing Tournament related activity • Alcohol insurance • Communications logistics for the Host City (i.e., walkie-talkies, two-way phones) <p>A meeting will be scheduled for the day after game play to recap the week's events. Any available receipts should be brought to that meeting.</p> | <p>NAGAAA</p> <p>Host City</p> | | |
| 9 | HOST CITY REQUIREMENTS | Host City | | |

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| 9a | The Host city has the right to identify any special requests or requirements from the NAGAAA Board. They should be detailed as part of the contract as soon as the request is known. | | | |
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APPENDIX 3: Hotel Contracts

Hotel contracts should be added as appendix to this contract upon their final execution by NAGAAA

APPENDIX 4: Field Contracts

Field Contracts should be added as appendix to this contract upon their final execution by NAGAAA

APPENDIX 5: Petition from Host City for Disbursement of Sponsorship Funds

Host City hereby requests disbursement of funds in the following outlined amount(s) from Partnership funds collected by NAGAAA. Host City agrees that any amounts disbursed via this petition will reduce any final distribution to be made in accordance with the terms of the NAGAAA Gay Softball World Series Host City Agreement.

| Dollar Amount Requested | Description of Need for Funds | Date Funds are Required |
|-------------------------|-------------------------------|-------------------------|
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Signature: _____
Name: _____
Title: _____
Date: _____

