

## **TOURNAMENT HOSTING AGREEMENT**

This Tournament Hosting Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **USA Softball, Inc. f/k/a Amateur Softball Association of America (USAS)**, an Oklahoma nonprofit corporation with its principal place of business at 2801 N.E. 50<sup>th</sup> Street, Oklahoma City, Oklahoma 73111 (the "USAS") and the City of Clearwater, a Florida municipality, with an address at 100 S. Myrtle Avenue, Clearwater, FL 33756, telephone: 727-562-4800 ("Host"). The USAS and Host are sometimes referred to herein as the "Parties."

### **WITNESSETH:**

WHEREAS, USAS is a National Federation member of the World Baseball Softball Confederation-Softball Division (formerly known as the International Softball Federation, Inc.) (hereinafter the "WBSC-SD");

WHEREAS, USAS is the National Federation organizer of the 2017 XII WBSC Junior Women's World Championship scheduled to be conducted in Clearwater, Florida from July 23, 2017 through July 30, 2017 ("Event");

WHEREAS, Host is USAS's selected host for conducting the Event;

WHEREAS, Host and USAS each desire to set forth and outline in this Agreement each Party's respective responsibilities and rights with respect to the upcoming Event.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **TERM.** This Agreement shall commence on May 1, 2017 and shall terminate on November 30, 2017, unless sooner terminated as provided herein.

2. **OBLIGATIONS AND RIGHTS OF USAS.**

2.1. USAS shall provide pitch-clock equipment for use during the Event. USAS shall take back its pitch-clocks at the conclusion of the Event.

2.2. USAS shall provide two USAS-designated persons to attend the Event – one WBSC-SD liaison and one to assist with training for internet-streaming, game scoring and recordkeeping.

2.3. USAS shall provide Ipads and gamechanger scoring application (or comparable scoring application and hardware) for use during the Event. USAS shall take back its Ipads and scoring application at the conclusion of the Event.

2.4. USAS shall make arrangements to provide for the internet-streaming of the Event.  
(At Host's costs and expense, Host shall provide and ensure that sufficient internet access (3mb-per-sec upload/ wired access) is available to USAS at each field during the Event so that USAS may stream the Event games)

2.5. USAS Insurance Requirements:

A. Commercial General Liability Insurance coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

B. Commercial Automobile Liability insurance coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$500,000 (five hundred thousand dollars) combined single limit.

C. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

D. All of the coverage set forth above must name the City as an "Additional Insured" on the Commercial General Liability and the Commercial Automobile Liability Insurance.

### **3. OBLIGATIONS AND RIGHTS OF HOST.**

#### **3.1. All Rights and Obligations of Host Subject to ISF/WBSC-SD Requirements.**

All rights and obligations shall at all times be subject to the requirements of the ISF/WBSC-SD. To the extent any rights of the Host conflict with the requirements of the ISF/WBSC-SD, the requirements of the ISF/WBSC-SD shall control.

#### **3.2. Right to Ticket Revenue.** It is expected that tickets will be sold for the Event. As between USAS and Host, Host shall be entitled to 100% of the net ticket revenue. Host shall also be obligated to provide any 'comp' tickets, credentials and passes to WBSC-SD, media, etc. free-of-charge.

#### **3.3. Right to Concession Revenue.** It is expected that food and other concessions will be made available to the attendees of the Event. As between USAS and Host, Host shall be entitled to 100% of the concession revenue.

#### **3.4. Right to Local Sponsor Revenue.** It is expected that local sponsors (that do not conflict with ISF/WBSC-SD sponsors) may generate local sponsorship revenue specific to the Event. All such sponsors shall be subject to the prior approval of WBSC-SD. As between USAS and Host, Host shall be entitled to 100% of such local sponsorship revenue.

#### **3.5. Host Shall Provide for Facilities, Equipment, and Fields.** Except as provided for otherwise in Section 2, at Host's sole cost and expense, Host shall arrange and provide all fields, equipment and facilities required to conduct the Event

consistent with ISF/WBSC-SD requirements. This shall specifically include, but not be limited to providing:

--Playing fields, interview rooms, drug testing suite, training or medical area, Office space and equipment for WBSC-SD Officials, Media Room, VIP seating area, Closing and Opening Ceremony Rostrum and Flags, two-way radios, public address system, Availability of first Aid and Medical assistance, adequate supply of bottled water, cups and ice for players.

In addition, laundry services must be made available to the umpires and teams, with costs disclosed to each team.

*EXCEPTION: Host shall not be required to provide softballs – they shall be provided by WBSC-SD*

- 3.6 **Host Shall Conduct Opening/Closing Ceremonies In Accordance with WBSC-SD Protocol.** Host shall conduct the Opening/Closing Ceremonies in accordance with the Technical and Protocol Requirements of the WBSC-SD.
- 3.7. **Host Shall Make Arrangements for the Availability of Hotel Accommodations for National Federations Participating in the Event.** Host shall make arrangements for the availability of Hotel accommodations for teams/National Federations participating in the Event. The Host shall not be required to pay for the hotel accommodations of National Federation members, but shall make arrangements for hotels to be available and shall communicate with each such National Federation as to the availability and how the National Federations may make direct arrangements for hotel accommodations.
- 3.8. **Host Shall Provide Hotel Accommodations for WBSC-SD Officers, Umpires, Officials and Scorekeepers.** For up to twelve nights, at Host's cost and expense, Host shall provide suitable hotel accommodations for up to eight (8) WBSC-SD Officers and additionally for all umpires, officials and scorekeepers. All such hotel accommodations shall provide for complimentary breakfast, and Host shall additionally provide a per diem of \$50.00 per day for additional meals for all such persons provided for herein. Also, the WBSC-SD Officers shall be accommodated at a separate hotel and apart from any National Federation team member hotel.
- 3.9. **Host Shall Provide Airport and Local Transportation.** At Host's cost and expense, Host shall provide transportation to and from the Tampa airport for all participating Team Federations and for all WBSC-SD Officers, umpires, officials and scorekeepers. In addition, at Host's cost and expense, Host shall provide local transportation to and from the Event (for games and practices) to all participating Team Federations and for all WBSC-SD Officers, umpires, officials and scorekeepers.

Also, the WBSC-SD Officers' transportation shall be separate from the team National Federations.

- 3.10. **Host Shall Provide Complimentary Seating and VIP Passes.** VIP accreditation and reserved seating will be provided for WBSC-SD Officers (8), all heads of delegations including any National Federation Presidents (whether participating or not), and any other individuals designated by the WBSC-SD. There shall also be free-of-charge general entry tournament pass(es) for any WBSC-SD Hall of Famer(s) attending the Event (they must have their hall of fame card or by otherwise verified by the WBSC).
- 3.11. **Host Shall Provide Copies of Publicity/News Releases to WBSC-SD.** At no charge or expense to USAS, Host shall provide WBSC-SD with copies of all news releases, statistics, photographs, programs and other materials used in promoting and publicizing the Event.
- 3.12. **WBSC-SD Official Suppliers shall be accommodated.** At no charge or expense, Host shall provide WBSC-SD's official suppliers/sponsors (i.e. Mizuno) each with the following:
- A. Four (4) signs or banners at each competition venue (WBSC will supply banners)
  - B. During the games announce "We would like to thank >>> as Official supplier of>>>>> for the WBSC Junior Women's World Championship"
  - C. A full page advertisement in the Official Program
- 3.13. **Host Shall Pay \$75,000 to USAS to Cover the WBSC-SD's Minimum Financial Guarantee.** Host shall pay to USAS \$75,000 within 60 days of the end of the Event.
- 3.14. **Security.** At no charge or expense to USAS, Host shall create a security plan for the Event and ensure adequate security for the attendees and others at the Event venue.
- 3.15. **Provision of Areas at the Venue.** Host shall provide the WBSC-SD with concession areas for the sale of WBSC merchandise. Host shall additionally provide space in close proximity to the field(s) for placement of a broadcasting trailer, broadcast booth, or other broadcasting equipment.
- 3.16. **Acknowledgment of WBSC'S logo and trademark usage requirements.** Host acknowledges and agrees that the WBSC has rights to its logos and trademarks and shall comply with any logo and trademark requirements of the WBSC.
- 3.17. **Internet Upload Access for Streaming.** At Host's costs and expense, Host shall provide and ensure that sufficient internet access (3mb-per-sec upload/ wired access) is available to USAS at each field during the Event so that USAS may stream the Event games
- 3.18. **Acknowledgment of Broadcast and Naming Rights.** Host acknowledges and agrees that it shall have no broadcast or rebroadcast rights to the Event, or any

portion thereof. Host acknowledges that it shall not have any naming rights to the Event.

4. **INCORPORATION OF WBSC-SD REQUIREMENTS.**

4.1. Host agrees that it has reviewed the WBSC-SD Addendum – **Technical and Protocol Requirements** for the Event and agrees that, at Host's expense, Host shall comply with those requirements (with the exception of specific items otherwise covered by Section 2 of this Agreement). The **Technical and Protocol Requirements** are incorporated by reference herein.

4.2. Host agrees that it has reviewed the WBSC-SD Addendum – **Event Services and Facilities Requirements** for the Event and agrees that, at Host's expense, Host shall comply with those requirements (with the exception of specific items otherwise covered by Section 2 of this Agreement). The **Event Services and Facilities Requirements** are incorporated by reference herein.

5. **MISCELLANEOUS.**

5.1. **Entire Agreement.** This Agreement expresses the entire agreement of the Parties relative to the subject matter hereof. No covenants, expectations, understandings, representations, or warranties of any kind whatsoever have been made or relied upon by any party hereto, except as specifically set forth herein. All prior and contemporaneous discussions and negotiations have been and are merged, integrated into, and superseded by this Agreement.

5.2. **Amendment.** No modification or amendment of this Agreement shall be effective unless the same is in writing and executed by each of the Parties.

5.3. **Assignment.** Unless the USAS consents in writing, Host may not assign, transfer, or delegate, in whole or in part, its rights and obligations under this Agreement and no attempted assignment or delegation shall be effective.

5.4. **Binding Effect.** The terms, conditions, provisions and promises contained in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective beneficiaries, representatives, successors, and permitted assigns, and shall survive any merger, acquisition, division, sale, or other disposition of any party hereto.

5.5. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts shall together constitute but one and the same instrument.

5.6. **Severability.** If any provision of this Agreement or the application thereof to any part or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to circumstances other than those as to which it

is determined invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**5.7. Termination.** If a party is in breach of this Agreement and such breach continues for three (3) business days after a written or electronic notice of default and demand for cure is provided to the defaulting party, then the non-defaulting party shall have the right to terminate this Agreement without further notice.

**5.8. Notices.** Any notice, demand, consent, or other communication which may or must be given under the terms of this Agreement shall be given in writing and shall be deemed given upon receipt, or upon refusal to accept delivery of the notice. Such notice may be delivered (i) in person; (ii) by first class registered or certified mail, return receipt requested, and postage prepaid; or (iii) by Federal Express or other overnight carrier, and shall be addressed as follows, or at such other address of one party as is designated by written notice from said party to the other:

If to USAS:

Executive Director  
USA Softball, Inc.  
2801 N.E. 50<sup>th</sup> Street  
Oklahoma City, OK 73111

If to Host:

Parks and Recreation Director  
City of Clearwater  
100 S. Myrtle Avenue  
Clearwater, FL 33756

**5.9. Relief.** Except to the extent otherwise provided herein, in the event of a default of any of the terms or conditions of this Agreement the non-defaulting party may seek specific performance in addition to any or all other available legal or equitable relief.

**5.10. Acceptance.** This Agreement shall not be effective or enforceable unless and until executed by each of the Parties.

**5.11. Waiver.** Any material default of this Agreement may be waived, if in writing, by the non-defaulting party, and such a waiver shall not operate as or be construed to be a waiver of any other default of this Agreement. The failure of any party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver and shall not deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

**5.12. Status of Parties.** This Agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, agency, employment, master and servant, or similar relationship between the Parties, and no representation to the contrary shall be binding upon any party hereto.

**5.13. Survival.** The terms and provisions of this Agreement shall survive the termination or expiration of this Agreement.

**5.14. Remedies Cumulative.** All remedies and relief provided for in this Agreement and all remedies and relief conferred by law shall be cumulative. No one remedy or relief shall be exclusive of any other, nor shall any remedy or relief be preclusive of any other, except to the extent otherwise provided in this Agreement.

IN WITNESS WHEREOF, USAS and Host have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

“USAS”

USA Softball, Inc., an Oklahoma not for profit corporation

By: Craig A. Cress  
Craig Cress, Executive Director

“HOST”

City of Clearwater, Florida

Countersigned:

City of Clearwater, Florida

\_\_\_\_\_  
George N. Cretekos  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Matthew M. Smith  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk