

TOURNAMENT SITE AVAILABILITY AGREEMENT

"OHSAA"

{2020-2021}

"SCHOOL DISTRICT or FACILITY"

OHIO HIGH SCHOOL ATHLETIC ASSOCIATION an unincorporated association 4080 Roselea Place Columbus, Ohio 43214	[Public School District, Nonpublic School or Facility Inserts Name Here] _____ _____
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This Tournament Site Availability Agreement is effective as of August 1, 2020, (the "Effective Date") and shall remain in effect for any and all tournament contests for- The 2020-2021 School Year.

District agrees to give and grant the OHSAA, including each District Athletic Board of the OHSAA, an exclusive license to use the District's premises/facilities for the purpose of conducting the OHSAA Sectional and/or District tournament contests in the sports indicated below in the event the OHSAA/DAB selects District as a host site.

SPRING SPORTS

Baseball

Softball

Boys Tennis

Track/Field

For those tournament events that are set up by the OHSAA/DAB for the "better seeded team" to host the tournament contest, the District shall not charge the OHSAA/DAB a rental/license fee and the District further agrees to staff the tournament within the staffing fees defined by the OHSAA/DAB for the specific sport/contest.

Prior to any and all tournament contest commencing at District's premises and facilities, District will cause the premises to be inspected for any and all latent or patent defects and shall certify the premises safe and free of defects for the contests to be conducted for the dates on which they are to be conducted.

The parties hereto incorporate herein the **OHSAA Tournament Site Agreement General Terms and Conditions 2020-2021** as if fully rewritten herein. The parties represent and warrant that they have read the General Terms and Conditions prior to executing this Agreement. Notwithstanding the fact that copies of these General Terms and Conditions have been provided to District, these General Terms and Conditions are published on the OHSAA website at www.OHSAA.org.

Athletic District—Northeast

By: Secretary—Larry Acker

(Signature)

OHSAA/District Athletic Board:

Return A Copy To: Larry Acker, DAB Secretary
2480 Michael Way, Wooster, OH 44691
Email: lacker@ohsaa.org
Cell: 330-464-6438

{Print--Site Manager—Contact Telephone}

Site Manager _____

Signature _____

By: _____
Its Superintendent/Chief Executive Officer

(Date-----Signature)

By: _____
Treasurer/Chief Financial Officer

(Date-----Signature)



OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

TOURNAMENT SITE AGREEMENT

GENERAL TERMS AND CONDITIONS

PREMISES

- a. DISTRICT hereby gives and grants unto the OHSAA the right to exclusive occupancy and use of the facilities and those areas of the facilities as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.
- b. DISTRICT shall make available to the OHSAA the aforementioned facilities for the number of days of competition indicated in Item 1, as well as the preceding day for event preparations. The OHSAA, its employees, agents and / or representatives shall have the privilege of entering upon said facilities at all reasonable times prior to the contemplated use for the purpose of preparing said facilities for its intended use.

CONSIDERATION

- a. OHSAA agrees to pay DISTRICT in accordance with the *Fee Schedule* set forth in the attached *Addendum* as and for the licensing fee which includes and provides for the exclusive use of the DISTRICT's aforementioned facilities including, but not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, site manager, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.
- b. OHSAA shall pay DISTRICT an Administrative Fee in accordance with the attached *Addendum* to assist the DISTRICT in defraying costs in the treasurer's office for administering payroll and providing workers compensation insurance for the event workers. Through entering into this agreement, the DISTRICT understands the requirements present in Ohio Revised Code 3313.24 apply to this fee paid to the DISTRICT.
- c. DISTRICT shall designate a "site manager" who shall be the DISTRICT's liaison between DISTRICT and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required in order to operate the tournament at DISTRICT's site in accordance with the standards established by the OHSAA. The DISTRICT shall provide the name of the "site manager" to the OHSAA prior to the execution of this agreement. The OHSAA, in its sole discretion, may elect to ratify that selection or may request the DISTRICT make another selection. Should the OHSAA choose to designate its own personnel other than the "site manager" (e.g. media coordinator or statistician) it will be at the expense of the OHSAA.
- d. The DISTRICT's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events that are scheduled to take place at DISTRICT's site. Furthermore, DISTRICT shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this AGREEMENT.
- e. The DISTRICT shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Executive Director or Executive Director's designee.

TICKETS AND OTHER REVENUES

- a. **Electronic Ticketing:** The OHSAA has obtained a license to use the electronic platform, system and tools provided by HomeTown Ticketing, Inc. for use at any or all of its tournament events. If and wherever practicable, the OHSAA intends to offer the sale of electronic tickets to customers as a paperless, touchless process by which fans can gain entrance to OHSAA tournament events (note that a printing option of the electronic ticket is also available). If e-ticketing is utilized for the events described in this Agreement, HomeTown ticketing and/or the OHSAA shall provide adequate training of DISTRICT personnel assigned to ticket gates and points of entrance to the facilities described herein.
- b. **Printing:** Notwithstanding the electronic ticketing process set forth above, the Parties hereto acknowledge that paper tickets must still be made available to spectators who prefer paper tickets to the electronic format. As such, and unless otherwise agreed to between the parties, OHSAA shall be responsible for providing DISTRICT with printed tickets for the seating requirements of the events that are the subject matter of this AGREEMENT.
- c. **Sales:** With the exception of the pre-sale ticket policies with respect to the participating schools in the subject matter events, all paper

ticket sales shall be under DISTRICT's control. DISTRICT shall at all times maintain control and direction of the ticket office, ticket personnel and ticket sales revenue until final settlement with OHSAA. All tickets must be sold in accordance with the ticket prices established by the OHSAA Board of Directors and any deviations must be approved by the OHSAA Executive Director's Office.

- d. **Revenue:** Except as it relates to the sale of electronic tickets, all ticket revenues shall be held in custody of the DISTRICT and deposited and held in a restricted, agency fund separate and distinct from the DISTRICT'S other funds, until final settlement with the OHSAA. DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events that are the subject matter of this AGREEMENT and shall maintain regular books and records pertaining to each performance of the events including a true and accurate account of all monies collected. It is agreed that ticket revenues held in custody of the DISTRICT in this manner shall not constitute public money as the term is defined in Ohio Revised Code 117.01.
- e. **Settlement:** At the conclusion of the events, a final settlement showing the number of tickets sold, gross amounts of money received, total amount deducted for any taxes, total number of complimentary tickets issued pursuant to OHSAA policies and procedures and passes accepted and any other charges which may be deducted from gross revenue pursuant to the Agreement shall be delivered by DISTRICT to OHSAA. All tickets remaining unsold at the close of the ticket office sales for the events shall be presented to OHSAA for inspection, and the final settlement of the ticket sales shall be based on the number of tickets remaining and available for inspection at the close of all sales.
- f. **Inspection:** OHSAA, by representative designated in writing in advance, shall have the right to inspect ticket racks and the ticket office(s) and shall have the right to inspect other records with respect to admission receipts, including unsold tickets and stubs of tickets sold. The OHSAA will be permitted admitted to the ticket office at all reasonable times when accompanied by the DISTRICT'S duly designated representative.
- g. **Reports:** The DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the OHSAA. All monies that are due OHSAA will be paid by DISTRICT's check within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

INSURANCE

- a. The OHSAA shall secure a policy of liability from a reputable insurance company authorized to do business in Ohio, for personal injury and property damage claims and shall have limits of not less than \$1,000,000. Furthermore, each party to this agreement shall be responsible for their own acts of negligence under the policies.
- b. OHSAA must secure primary comprehensive general public liability insurance coverage for the duration of the event (including any practice dates) with combined single limits of \$1,000,000 per occurrence and \$5,000,000 general aggregate for bodily injury, personal or advertising injury, and property damage. If the DISTRICT requires additional insured status, OHSAA will provide that coverage as well. OHSAA must provide DISTRICT with a certificate of insurance showing the required coverage not less than 60 days in advance of the event.
- c. The parties hereto mutually waive all right of recovery against each other for any loss or damage to the extent that the payment therefore is made under fire or extended coverage insurance or similar insurance on any and all property, whether real or personal, at the aforementioned facilities.
- d. The DISTRICT is responsible for the payment of workers compensation premiums in accordance with Ohio laws and regulations for all event workers hired by the DISTRICT to conduct the activities of the event.

FOOD, BEVERAGES, AND NOVELTIES

- a. **Concessions:** The rights to all concessions are reserved by DISTRICT, except as may be specifically provided by separate agreement by the parties, and all revenue received from all such concessions shall be retained by DISTRICT.
- b. **Alcoholic Beverages:** DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.
- c. **Tobacco Products:** DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.
- d. **Signage:** DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.
- e. **Merchandise / Novelties:** DISTRICT agrees to allow OHSAA to sell merchandise/novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of DISTRICT. DISTRICT waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s). DISTRICT agrees to pay any such fees not waived.

In the event DISTRICT wishes to sell "spirit gear" in support of DISTRICT's school/school teams, DISTRICT must obtain written approval from the OHSAA prior to selling any such gear at/during the subject events. For purposes of this agreement, "spirit gear" is defined as school specific merchandise and novelties which were sold to the public during the regular season events of the DISTRICT.

SPONSORSHIP, ADVERTISING AND PROMOTION

- a. DISTRICT acknowledges the OHSAA does, from time to time, partner with corporate and event sponsors. Included in these corporate and event sponsorship packages are the rights to advertise and market said corporate and event sponsors in and about the event facilities. The OHSAA shall be permitted to display its corporate and event sponsors' banners and other acceptable forms of advertising/marketing in and about the facilities.
- b. OHSAA acknowledges that during the term of this Agreement, DISTRICT may involve local sponsors, which may include the provision of advertising space at and about the facilities. Notwithstanding this acknowledgement of DISTRICT'S rights, nothing about this acknowledgment or Agreement shall confer upon DISTRICT the right to sell event-specific sponsorships (advertising or marketing exposure) without first obtaining the written permission from the OHSAA's Senior Director of Corporate Development relative to any such activities.

SUITABILITY

DISTRICT shall certify that the aforementioned facilities are in good working condition and provide a safe environment for the OHSAA participants, staff and fans.

LICENSE, PERMITS

DISTRICT agrees, represents and warrants that DISTRICT has obtained any and all necessary permits, licenses and rights from all copyright holders and/or their agents for any and all music or works DISTRICT may play through DISTRICT'S public address system (or through any other system) before, during and after the subject contests and which music or works are protected by statutory or common-law copyrights or other proprietary law.

EMERGENCY ACTION PLAN

DISTRICT represents and warrants that it has developed and implemented an Emergency Action Plan in anticipation of a variety of emergencies reasonably foreseeable given the nature of facilities and events contemplated under this Agreement, that said Emergency Action Plan has been reviewed with all key personnel responsible for the implementation of the Plan in the event of an emergency and that said Emergency Action Plan is available for review by the OHSAA upon request.

MEDIA

- a. DISTRICT agrees to waive any and all television, radio, video, film, photography and internet rights and/or access fees normally charged for events held at DISTRICT's facilities, and grants free and full access to media rights holders as needed. DISTRICT will pay any such fees not waived.
- b. DISTRICT will not charge the OHSAA or its media rights holders a fee in connection with the use of its power, lighting or parking facilities. DISTRICT will pay any such fees not waived.
- c. Notwithstanding the foregoing provisions, DISTRICT shall not be responsible to facilities or access that do/does not already exist at DISTRICT's facility.

CANCELLATION

- a. DISTRICT shall retain the right to cancel or interrupt the event or portion thereof when in the sole judgment of DISTRICT or authorized representative to evacuate the premises for such reasons of public safety. Should it become necessary, in the judgment of the DISTRICT or authorized representative, to evacuate the premises for reasons of public safety, the OHSAA will retain possession of the premises for sufficient time to complete the tournament, providing such time does not interfere with another previously scheduled use of the premises. Any and all additional charges the DISTRICT would incur as a result of these delays in concluding the subject events shall be mutually agreed upon by the parties hereto prior to the resumption of the event following the postponement thereof. The amount of time remaining in postponed or delayed contest shall be the primary consideration in assessing any additional fees.

STAFFING, COSTS, AND OTHER EXPENSES RELATED TO EVENT

- a. DISTRICT shall provide tournament personnel including, but not limited to, site manager, ticket sellers, ticket takers, program sellers, security, ushers, parking personnel, announcers, scorekeepers and sworn law enforcement. In consultation with local law enforcement jurisdictions, DISTRICT retains the right to determine the appropriate number of security personnel and staff to properly serve and protect the public and may classify local law enforcement personnel as independent contractors of the DISTRICT. All such persons shall be supervised and controlled by DISTRICT as employees of the DISTRICT.
- b. The OHSAA shall provide all contest officials as independent contractors of both the DISTRICT and the OHSAA.
- c. DISTRICT shall pay tournament personnel in accordance with all applicable Federal, state and local laws and regulations and shall hold OHSAA harmless from any omissions in employee classification, including, but not limited to the payment of fines, interest and penalties.

PARKING

- a. Parking for the event shall be provided at no cost to fans in lots designated for such purpose by DISTRICT. Such parking will be made available in lots on the premises. However, if DISTRICT has charged a parking fee during DISTRICT's regular season contest, DISTRICT may continue to charge the parking fee charged during the regular season not to exceed Three Dollars and 00/100 (\$3.00) per vehicle. If parking is charged by the DISTRICT, the DISTRICT may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.
- b. DISTRICT shall provide free parking accommodations for OHSAA personnel and guests.

FORCE MAJEURE

If DISTRICT is unable to give possession of the premises on the specified dates by reason of "Force Majeure," DISTRICT shall not be subject to liability for failure to give possession. For the purposes of this agreement, the term "Force Majeure" shall mean fire, earthquake, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, of governmental agency, of authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of DISTRICT.

"Force Majeure" shall also include the suspension and/or cancelation of any tournament event due to a health epidemic or pandemic such as the COVID 19 pandemic or any variation thereof. In the event of a suspension or cancelation of an event described herein or in the Site Availability Agreement or Site Confirmation Agreement, neither the DISTRICT nor the OHSAA shall have any financial responsibility to the other party or any managers or staff engage by the party in anticipation of the suspended or cancelled event.

NO WAIVER

No provision of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by both the DISTRICT and the OHSAA. This agreement contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of Ohio.

NOTICES

Unless otherwise provided in writing, all notices, consent or approval shall be provided in writing to the following addresses:

Northeast District Athletic Board

Attention:

Larry Acker, Secretary

2480 Michael Way

Wooster, Ohio 44691

Tel #---330-345-6926

Cell # -330-464-6438

Email: lacker@ohsaa.org