



## OHSAA TOURNAMENT AGREEMENT

### **(Sport/Tournament Level) Facility Rental Agreement**

This agreement between (enter school/venue ) (“Venue”) and the Ohio High School Athletic Association (OHSAA) located at 4080 Roselea Pl, Columbus, OH 43214 for the rental of the facilities to hold (enter sport and level (sectional/district/regional)) tournaments (the “Event”).

#### **The Premises**

The OHSAA is renting the following locations from Venue (the “Premises”):

- Site description- venue name and address
- The Premises includes, but is not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas.
- Venue grants unto the OHSAA the right to exclusive occupancy and use of the Premises and those areas of the Premises 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.
- Venue shall make available to the OHSAA the Premises for the Rental Period, as well as the preceding day for event preparations. The OHSAA, via its employees and representatives shall have the privilege of entering upon the Premises at all reasonable times prior to the Rental Period for the purpose of preparing the Premises for its intended use.
- OHSAA agrees to pay Venue in accordance with the *Financial terms* set forth in the agreement for the exclusive use of the Premises, as well as the services provided, including but not limited to, ticket scanners, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, 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.
- Venue shall designate a “site manager” who shall be the VENUE’S liaison between VENUE 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 VENUE’S site in accordance with the standards established by the OHSAA.
- Venue’s site manager shall be responsible for coordinating with the OHSAA’s designated representative with respect to all aspects of the events at the Premises. Furthermore, Venue 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.
- Venue 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, Commissioner or Commissioner’s designee.

- Parking for the event shall be provided at no cost to fans in lots designated for such purpose by Venue. Such parking will be made available in lots on the Premises. However, if Venue has charged a parking fee during Venue’s regular season contest, Venue may continue to charge the parking fee charged during the regular season not to exceed \$5.00 per vehicle. If parking is charged by Venue, Venue may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.
- Venue shall provide free parking accommodations for OHSAA personnel and guests.

**Period**

The OHSAA will have the exclusive use of the Premises beginning at     :00 AM/PM on             
           [date] and ending at     :00 AM/PM on            [date] (the “Rental Period”).

**Financial Terms**

OHSAA agrees to pay within 30 days of receiving a valid invoice or financial report the following:

Rent	_____
Staffing	_____
Custodial services	_____
Uniformed Security/Police	_____
Special equipment (i.e. timing systems, port-a-johns)	_____
List each item	_____
	_____
Total Fees	_____

**Ticketing**

OHSAA tickets are electronic and scannable digital image can be rendered on a smart phone at the gate or printed at home prior to the event. All spectators will require a valid electronic ticket for admission. Venue agrees to provide personnel and equipment (smart phone or tablet) to scan all tickets for access to the event. The OHSAA will provide to the venue login credentials to the OHSAA HomeTown Ticketing box office for venue personnel to utilize during the event. Instructions and credentials will be sent via email prior to the event.

Failure to accurately scan tickets within an acceptable tolerance may lead to forfeiture of Flat Fees.

**Termination**

The Flat Fee is fully refundable up to 1 month prior to the beginning of the Rental Period. If the OHSAA terminates this agreement after that date, Venue will retain the deposit. Venue will seek to re-lease the Venue for the Rental Period and refund to the OHSAA any rents collected up to the amount of anything paid by the OHSAA.

Venue takes no responsibility for personal effects and possessions left on Premises during or after any Event. Venue will maintain a lost and found and will hold recovered items up to 30 days. Venue will communicate with the OHSAA to attempt to return any recovered item to its rightful owner.

### **Use of Premises**

The Premises will be in a clean condition at the beginning of the Rental Period.

Venue has the right to have personnel at the Premises and to inspect all areas of the Premises upon reasonable notice.

OHSAA agrees that this agreement is for transient occupancy, and that OHSAA does not intend to make the property a residence or household.

OHSAA and its invitees agree to behave in a civilized manner and be good neighbors respecting the rights of the surrounding property owners.

OHSAA and its invitees are prohibited from entering any areas not included the Premises, as well as any other areas at the Premises that are blocked off.

The OHSAA shall be permitted to: sell concessions, charge admission to the Premises, charge for parking, and otherwise generate revenues from its use of the Premises. All revenues generated by the OHSAA shall be the sole property of the OHSAA.

- **Concessions:** The rights to all concessions may be granted to the Venue and all revenue received from all such concessions shall be retained by Venue.
- **Merchandise / Novelties:** Venue 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 Venue. Venue waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s).

The OHSAA and its invitees agree to use the property for legal purposes only. Other use, such as but not limited to, drug use, abuse of any person, etc. are prohibited.

### **Intellectual Property**

Venue licenses its logos, name, image, and likeness to the OHSAA for purposes of promoting the Event.

### **Maintenance and Repairs**

The OHSAA and its invitees agree to maintain the Premises in a good, clean, and ready to rent condition, and use the Premises only in a careful and lawful manner. The OHSAA and its invitees agree to leave the premises in a ready to rent condition at the expiration of the Rental Period, defined as being immediately habitable by other guests. The OHSAA agrees to pay for maintenance and repairs should the Premises be left in a lesser condition upon presentation of documentation supporting damages.

### **Mutual Release, Waiver and Discharge of Claims**

The OHSAA and the Venue hereby mutually agree to release, waive, discharge and covenant not to sue the other party, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the OHSAA or the Venue, its employees, agents, personal representatives, assigns, heirs, and

next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property resulting in death of the OHSAA or the Venue, its employees, agents, personal representatives, assigns, heirs and next of kin, whether caused by the negligence of the releases or otherwise while the OHSAA or the Venue or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.

**Force Majeure**

This agreement and performance thereof by the parties is in all respects be subject to delay or inability to perform all or any portion thereof by reasons of strikes, lockouts, market shortages of labor or materials, acts of God, war, public health crises, terrorism, accidents arising out of circumstances and conditions not directly due to negligence of the parties, or which may affect the parties' suppliers, or subcontractors; and without limitation by reason of any of the foregoing, by reason of any cause, condition or circumstances beyond the control of the parties, including but not limited to the intervention of any rules, law or regulation of any government, or any bureau or department, or any sovereign act, and the term of this agreement or any obligation of the parties hereunder will be extended by the period of such delay or terminated with a full refund of all fees paid.

**Governing Law**

This agreement shall be governed in accordance with Ohio law. Each party consents to the exclusive jurisdiction and venue of the courts located in Franklin County, Ohio, in connection with any dispute arising hereunder, and further submits to the personal jurisdiction of those courts.

**Waiver, Modification, Etc.**

No waiver, modification, or cancellation of any term or condition of this Agreement will be effective unless signed in writing by the party charged therewith.

**Ohio High School Athletic Association**

**Venue**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_