

AGREEMENT

"FHSAA TRACK & FIELD FINALS" STATE CHAMPIONSHIP MEET

THIS AGREEMENT is entered into this _____ day of _____, 2005, by and between the FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC. ("FHSAA"), having its principal place of business at 1801 Northwest 80th Boulevard, Gainesville, Florida 32606, and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("HOST"), having its principal place of business at 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, for the conduct of the "FHSAA TRACK & FIELD FINALS" STATE CHAMPIONSHIP MEET hereinafter referred to as the "Event."

The following terms and conditions mutually agreed upon shall apply:

1. Grant.

- a. 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 FHSAA from granting rights to any other party to serve as host organization for other state championship events.
- b. The HOST agrees that the FHSAA may attempt to secure an alternative site for the Class 1A and Class 2A meets in the second year of the Term. Should the FHSAA secure such an alternative site, the HOST agrees to release its rights to serve as host organization for the Class 1A and Class 2A meets as granted herein, and the FHSAA agrees to re-negotiate with the HOST the compensation as provided in Section 11, Compensation to FHSAA and Event Receipts.

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, 2006, or on such earlier date as both parties have fulfilled their obligations as set forth hereinbelow. This Agreement may be cancelled by either party during the term hereof, upon one hundred eighty (180) days written notice to the other party to terminate this Agreement.

- b. In an effort to extend the Term beyond June 30, 2006, 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 two (2) additional years.
3. Dates. The Event shall be conducted on two separate weekends during each year of the Term on the following dates : April 29, 30 and May 6, 7, 2005; and April 28, 29 and May 5, 6, 2006.
4. Format. The format for the Event provides for a separate meet consisting of thirty-four (34) different track & field events – seventeen (17) girls events and seventeen (17) boys events – to be conducted in each of four (4) school classifications on four (4) separate days. The Class 1A and Class 2A meets respectively shall be conducted on the Friday and Saturday of the first weekend of the Event. The Class 3A and Class 4A meets respectively shall be conducted on the Friday and Saturday of the second weekend of the Event. In each school classification, the top four (4) placing finishers from each of four (4) regional meets in each of the 34 track & field events comprising the meet shall advance to Coral Springs. Each day of competition shall constitute one (1) session.
5. Host School/District. Coral Springs High School and the School Board of Broward County shall serve as host school/district for the Event.
6. Facility.
 - a. The Event shall be held at Coral Springs High School, 7201 West Sample Road, Coral Springs, 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 track, the track infield, all field event stations, spectator seating areas, press box, media work areas and hospitality areas within the Facility shall be available for the exclusive use of the FHSAA from 7 a.m. until midnight on each day of the Event in each year of the Term. 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 scoreboard and public-address system will be in good working order.

- d. The HOST agrees that the Facility shall meet all requirements and that all necessary equipment, including the Facility's timing equipment, will be provided as stipulated in the site proposal specifications for the Event (Attachment A).
- e. Because the HOST is familiar with the facilities, grounds and equipment that it is providing 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 facilities, 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 specific information regarding any defective, hazardous or other unsafe condition to the FHSAA in writing as far in advance of the Event as reasonably possible. Receipt of any such notice will not obligate the FHSAA either to cure the conditions identified or to relieve the HOST of its legal duties to cure such.
- f. The FHSAA shall have no responsibility to investigate the safety or code compliance of the Facility or parking lots, or the component products, equipment, materials, designs and constructions thereof.

7. Administration, Management and Personnel.

- a. The Event shall be conducted under the general direction and supervision of the FHSAA Commissioner, and in compliance with the controlling bylaws, regulations, policies and guidelines of the FHSAA. The FHSAA track & field administrator shall serve as the Event Director.
- b. All aspects of the competition during the Event, including matters pertaining to competitors and meet officials, shall be under the direct supervision of the FHSAA track & field administrator. All matters pertaining to the media operation, marketing and promotions, branding, facility decoration and appearance, pre-meet, in-meet and post-meet 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. The event manager shall have significant experience in meet administration and event management. The event manager shall be responsible for the filing of all necessary reports with the FHSAA prior to and after the Event.

- d. The HOST agrees to secure and provide at its expense all necessary personnel as required in the site proposal specifications for the Event (Attachment A).
- 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. All tickets and ticket packages shall be accounted for at face value by the HOST. 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 ages two (2) and under and not occupying a seat may be admitted free.
- 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 seven dollars (\$7.00). Any special ticket package programs or promotions developed by the HOST shall be approved in advance by the FHSAA.
- c. The HOST shall provide the FHSAA with a ticket manifest no later than April 1 of 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.
- 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 HOST.
- e. The following credentials may be issued:
 - (1) Working credentials shall be provided to bona fide working personnel, in-

- cluding event staff and personnel, concessionaires and approved merchandise vendors, meet officials and media representatives.
- (2) Each of the schools qualifying student-athletes to the Event shall receive credentials (or complimentary admission by pass list) for their qualifying student-athletes in uniform. Schools with four (4) or fewer qualifying student-athletes in a division (girls or boys) shall receive two (2) credentials for use by its coaches in that division. Schools with five (5) or more qualifying student-athletes in a division (girls or boys) shall receive three (3) credentials for use by its coaches in that division. A relay team shall be counted as one (1) qualifying student-athlete. Credentials shall not be issued to managers, trainers or other attendants traveling with a school's qualifying student-athletes. School resource officers or other law enforcement officers escorting qualifying student-athletes, provided they are in uniform and report to the senior law enforcement officer in charge at the Facility, shall be admitted without charge. Bus drivers, unless they receive one of the coach credentials allotted for their school, shall be required to purchase a ticket of admission.
 - (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, media representatives, representatives of FHSAA corporate partners and vendors, and other FHSAA guests. The HOST may approve and issue credentials to event staff and personnel, meet officials, concessionaires, LOC members, and 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 used and the pass number (if applicable) on pass gate log forms to be provided by the FHSAA. The HOST shall submit to the FHSAA the pass gate log forms 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 any special ticket packages approved by the FHSAA and sold by the HOST.
- b. Event receipts shall not include:
 - (1) All revenue derived from the sale of food and beverage concessions and from collected parking fees, which shall be retained by the HOST or as may be provided by contract between the HOST and the Facility.
 - (2) All revenue derived from government and tourist development grants awarded the HOST, as well as 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 rights 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.

10. Event Expenses.

- a. The HOST shall provide and be responsible for all expenses relating to:
 - (1) the Facility, including the competition track, track infield, field-event sta-

tions, spectator seating areas, media work areas, concession stands, restrooms, booths, and other spaces, as well as all utilities, including telephone and high-speed Internet;

- (2) all equipment and supplies, including (but not limited to) electronic scoreboard, public-address system, timing equipment as needed, photocopier and paper, electrical cords and outlets, discus and shot put cages, landing pads, upright standards and cross bars, pit rakes, non-stretchable measuring tapes, field-event station results boards, field paint and chalk, cones and tents;
 - (3) all personnel, including (but not limited to) public-address announcer, scoreboard operator, ticket sellers, ticket takers, pass gate attendants, ushers, policy and security, athletic trainers and medical staff, hospitality staff, media staff, grounds crew, and maintenance personnel; and
 - (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 and field preparation and maintenance services.
- b. The FHSAA shall provide and be responsible for all expenses relating to team and individual awards, meet officials (except as otherwise stipulated herein), souvenir program, official event logo, FHSAA signage and field stencils, tickets and credentials.

11. Division of Event Receipts.

- a. The HOST shall pay to the FHSAA in each year of the Term the sum of thirty thousand dollars (\$30,000.00) minus one-half of the total cost of the hotel rooms reserved by the FHSAA and used by the FHSAA in that year as stipulated in sub-paragraph 28b(1) hereinbelow. Said amount, minus the housing cost, is guaranteed and shall be paid in each year of the Term, unless the FHSAA exercises its option to secure an alternative site for the Class 1A and Class 2A meets as specified in paragraph 1b hereinabove.
- b. The HOST shall retain in each year of the Term all event receipts.

12. Participant Expenses. Schools shall be responsible for the transportation, lodging and meal expenses of their qualifying student-athletes and coaches.

13. Financial Report.

- a. No later than thirty (30) days following the final day of the Event in each year of the Term, the HOST shall submit to the FHSAA a financial report on a form supplied by the FHSAA and a check payable to the FHSAA in the amount due to it according to paragraph 11a hereinabove.

14. After-Action Meeting. Representatives of the HOST, the LOC, the Facility and 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.

15. Corporate Partnership and Sponsorship.

- a. The FHSAA is under contract with a marketing company that administers a corporate partner/sponsor solicitation program on the FHSAA's behalf. 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, parimutuels including 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; and
- (5) Must be approved by the FHSAA, which reserves the right to review the agreements between the HOST and its local sponsors.
- c. The FHSAA currently is under contract with Gatorade© to be the official isotonic drink of the FHSAA. Gatorade© shall provide 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.

16. Property and Media Rights.

- a. Events and activities associated with the Event, including the official results of the Event, are the sole property of the the FHSAA. The HOST shall not reproduce, market or otherwise distribute or publicly display said events, activities and results 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 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 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 as needed. The Facility shall not charge FHSAA or its media rights holders a fee in connection with the use of the Facility's power, lighting or parking facilities. Any such fees not waived by the Facility shall be paid by the HOST.
- d. The FHSAA, subject to the policies of the Facility, shall allow still cameras and video cameras to be used at the Event by spectators so that they may record the excitement and festivities 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, film 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.

17. Protected Marks. “Florida High School Athletic Association”, the FHSAA logo, the letters “FHSAA”, the phrases “FHSAA Track & Field Championships” and “FHSAA Track & Field 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.
18. 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 the FHSAA’s official event merchandiser(s) 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 FHSAA’s official event merchandiser(s) 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 advance 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, merchandising and other rights that have been sold and shall involve the local authorities in its efforts.
19. 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.
 - b. The HOST shall receive two (2) complimentary full pages in the program for its use

to welcome participants and spectators to the host community and/or to recognize members of its local organizing committee, as well as local sponsors of the Event. The HOST shall submit to the FHSAA the two pages 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 April 1 each year.

20. 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, 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.
- c. No tobacco products shall be sold or dispensed for public or private consumption in the Facility during the Event.

21. Promotions.

- a. "FHSAA Track & Field 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.

22. 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. Any such fee, if not waived, shall be paid by the HOST.
- 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, demonstrate or display products or services; or circulate promotional materials of any kind (i.e., handbills, flyers, memorabilia) in the Facility during the Event without the 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.

23. Medical Procedures. The HOST shall ensure, for the Event:

- a. The presence or planned access to a person 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.

24. Media Arrangements. The HOST shall make the arrangements for the press areas including the provision of adequate lighting, telephone outlets, high-speed Internet access, photocopy machine, paper and toner, and other necessary equipment for the efficient operation of the press areas during the Event as stipulated in the site proposal specifications for the Event (Attachment A).

25. Hospitality.

- a. The HOST shall make arrangements for and provide a hospitality area during the Event for members of the LOC, the event staff, the FHSAA staff, the FHSAA Board of Directors, meet officials, credentialed media and credentialed guests. An evening meal shall be served in this area on each day of the Event.
- b. A light continental breakfast shall be provided for meet officials in the meet officials lounge on each day of the Event.
- c. Complimentary drinks and snacks shall be provided throughout the Event to meet officials, members of the FHSAA Board of Directors, staff and their guests in the meet officials lounge, and to credentialed media in the press areas.

26. Officials. The officials for each meet shall be selected by the FHSAA, and the FHSAA shall pay their fees and expenses.

27. Participant Selection. Responsibility for the determination of participants shall rest solely with the FHSAA and its state championship series qualifying process. The HOST agrees not to hinder or attempt to influence in any way the determination of participants.

28. Housing.

- a. Each participating school shall be responsible for making the housing arrangements for its qualifying student-athletes and coaches. 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)-person and four (4)-person occupancy during the week of the Event.
- b. The HOST, upon consultation with the FHSAA, shall determine one or more hotels at which a best-possible rate on behalf of the FHSAA and HOST has been negotiated and secured for the following:
 - (1) A block of one hundred (100) total room nights (spread over the event weekends) shall be provided the FHSAA in these hotels over both weekends of the Event (Thursday, Friday and Saturday nights). The FHSAA will control the rooms in this block and shall coordinate directly with these hotels as to the exact number of rooms to be needed on each night. No reservations shall be made within this room block without the approval of the FHSAA.

The FHSAA and the HOST shall evenly share and each pay one-half the total cost of the rooms in this block that are reserved by the FHSAA and used by the FHSAA. The HOST shall deduct the FHSAA's one-half share of this cost from the FHSAA's share of event receipts as stipulated in paragraph 11(a) hereinabove.

- (2) An additional ten (10) rooms per night (Friday and Saturday) on each weekend of the Event shall be blocked in these hotels for use by media representatives credentialed by the FHSAA at the media representative's expense. The FHSAA also will control the rooms in this block and no reservations shall be made within this room block without the approval of the FHSAA. Rooms in this block not reserved by 5 p.m. on Wednesday preceding a weekend of the Event shall be released from the block for that weekend.

29. Awards.

- a. Team and individual awards for the champion and runner-up teams shall be provided by the FHSAA and shipped by its awards vendors so that they are received by the HOST not less than ten (10) days in advance of the Event. The HOST shall inspect all awards upon delivery and shall notify the FHSAA Office of their receipt, as well as any damage, defects or shortages found during their inspection.
- 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 presentation must be separate from and cannot occur in sequence with the presentation of the official awards at the conclusion of each championship game.

30. 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, screenprint, 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 fee and royalty fee that normally would be assessed.

31. Staff Apparel.

- a. Apparel such as golf 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 this purpose. For this purpose only, the FHSAA shall waive any licensing fee and royalty fee that normally would be assessed.
- b. Facility employees, if not attired by the HOST, shall wear their employer-issued uniforms.

32. Liability Insurance/Responsibility.

- a. The HOST shall be responsible for procuring and maintaining a comprehensive general public liability insurance policy from a carrier with an A.M. Best rating of A (excellent), VII, or better covering the HOST, the said host school/school district, and the FHSAA against all 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 five million dollars (\$5,000,000.00) general aggregate. Not less than sixty (60) days prior to the Event, the HOST shall furnish to the FHSAA a certificate 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 herein shall be construed as consent by the HOST to be sued by third parties in any matter 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 FHSAA to be sued by third parties in any matter arising out of any contract.

33. 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 this Agreement does not violate any agreement or contract existing between the FHSAA and others.

34. 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.

35. 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 as 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 as herein expressly authorized and permitted.

36. 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.
37. Impossibility Clause. Should the Event be cancelled and not rescheduled, and the reason for cancellation is caused by any instrumentality, including an act of God, except the active fault of the FHSAA or its agents or the sole decision by the FHSAA to cancel, then the HOST agrees to incur all its expenses and bear all other costs incurred related to the Event. If the FHSAA is the sole cause of cancellation or has solely decided to cancel, the FHSAA will consider an equitable reimbursement to the HOST. In the event the Facility is destroyed or damaged to such an extent that the Event may not proceed therein at the time provided for herein, then the HOST agrees to exercise its best efforts to assist the FHSAA with relocation of the Event.
38. 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 of written notice thereof, the other party shall have the right to terminate this Agreement and/or to exercise any and all other rights and remedies provided by law or in equity.
39. Severability. In case any 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.
40. 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 here-

in above written, or to such other address as the party may have subsequently furnished in writing to the other for this purpose.

41. 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 during trial court proceedings, arbitration proceedings, appellate court proceedings, or any other proceedings.
42. 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.
43. 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 in the county of Alachua, State of Florida, and the parties hereby agree and consent to such jurisdiction and venue.
44. 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.
45. 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.
46. Assignment Precluded. This Agreement may not be assigned or transferred in whole or in part without the written consent of the FHSAA.
47. Captions. Titles or captions of sections or paragraphs contained in this Agreement are in-

tended 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.

48. 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.
49. Final Approval. This Agreement shall not be binding upon the FHSAA unless and until it is duly executed by the FHSAA Commissioner.
50. 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.
51. Survival. The terms and conditions of this Agreement necessary to protect the rights and interests of the FHSAA in the Event including, but not limited to, the HOST's obligations under Sections 11, 13 and 32, shall survive the termination or expiration of this Agreement.
52. Necessary Acts. Each party hereto agrees to perform any further acts and to execute and deliver any documents which may be necessary or convenient to carry out the provisions of this Agreement.
53. Miscellaneous. When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural.
54. Authority. The HOST and the FHSAA, having accepted this Agreement, including its terms and conditions and all amendments and attachments 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

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

Name _____

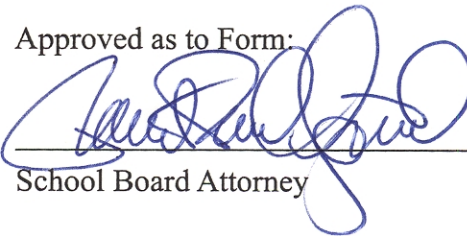
Chair

ATTEST:

Franklin J. Till, Jr.

Superintendent of Schools

Approved as to Form:



School Board Attorney

FOR FHSAA

FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC.

By _____

John A. Stewart, Ed.D., Commissioner

ATTACHMENT A

Site Proposal Specifications for Prospective Host Organizations
of 2005, 2006, 2007 & 2008 FHSA Track & Field Finals
State High School Championship Meets

FHSAA TRACK & FIELD FINALS STATE CHAMPIONSHIP MEETS

Site Proposal Specifications

Proposals to host the FHSAA Track & Field Finals state championship meets must be received in the FHSAA Office not later than 5 p.m. ET Friday, September 24, 2004 to receive consideration. Proposals must address the specifications that follow, and include a completed cover sheet, key contact directory, facility evaluation questionnaire, and preliminary budget worksheet, all of which are included.

1. TERM AND FORM OF AGREEMENT. FHSAA seeks to award rights to serve as host of the FHSAA Track & Field Finals for a term of four (4) years commencing with the 2005 event.

A prospective host may submit a proposal to host all four state championship meets (Classes 1A, 2A, 3A & 4A), or a proposal to host either the Class 1A & Class 2A meets on the first week of the event or the Class 3A & Class 4A meets on the second week of the event. In any case, a proposal to host must be for a four-year term.

A sample "Agreement to Host FHSAA Finals Event" is enclosed. Proposals must address items in the sample agreement with which the host or facility may have difficulty.

2. DATES AND AVAILABILITY OF FACILITY. The dates on which the event will be conducted during the four-year term are as follows:

Classes 1A & 2A:	April 29-30, 2005	April 27-28, 2007
	April 28-29, 2006	April 25-26, 2008
Classes 3A & 4A:	May 6-7, 2005	May 4-5, 2007
	May 5-6, 2006	May 2-3, 2008

These dates are fixed under the current state series schedule. Should these dates change during the term of the agreement, the host will have the right of first refusal to continue hosting the event.

The host and facility must agree that the facility shall be available for the exclusive use of FHSAA on the specified dates in each of the four years of the term.

3. EVENT STRUCTURE AND TIME SCHEDULE.

a. **Structure.** One-day championship meet in four separate school classifications – Class 4A, Class 3A, Class 2A and Class 1A – held on four separate days on two consecutive weekends (Friday and Saturday).

The 16 individual competitors and relay teams in each of the 17 events in both girls and boys divisions (34 events total) who placed in the top four in one of four regional meets advance to the state meet. Field event competition is held in the afternoon. Running event preliminaries are held in the late afternoon with eight or nine qualifiers in each event, depending upon the track, advancing to the running finals in the evening.

b. **Time Schedule.** The basic time schedule, adjusted as necessary to meet the facility's field event accommodations, is as follows:

Coaches Meeting, 10 a.m.

Field Events

Long Jump (girls & boys), 12:30 p.m.

Boys Discus, 1 p.m.

Girls Shot Put, 1 p.m.

Girls Pole Vault, 1 p.m.

Triple Jump, 2 p.m.

Girls Discus, 3 p.m.

Boys Shot Put, 3 p.m.

Boys Pole Vault, 4 p.m.

High Jump (girls & boys), 5 p.m.

Running Events

Girls 4x800m Relay finals (Section 1), 1 p.m.

Girls 4x800m Relay finals (Section 2), 1:15 p.m.

Boys 4x800m Relay finals (Section 1), 1:30 p.m.

Boys 4x800m Relay finals (Section 2), 2 p.m.

Girls 100m High Hurdles prelims (2 heats), 4 p.m.

Boys 110m High Hurdles prelims (2 heats), 4:08 p.m.

Girls 100m Dash prelims (2 heats), 4:16 p.m.

Boys 100m Dash prelims (2 heats), 4:24 p.m.

Girls 4x100m Relay prelims (2 heats), 4:32 p.m.

Boys 4x100m Relay prelims (2 heats), 4:40 p.m.

Girls 400m Dash prelims (2 heats), 4:48 p.m.

Boys 400m Dash (2 heats), 4:56 p.m.

Girls 300m Low Hurdles (2 heats), 5:04 p.m.

Boys 300m Intermediate Hurdles (2 heats), 5:12 p.m.

Girls 200m Dash (2 heats), 5:20 p.m.

Boys 200m Dash (2 heats), 5:28 p.m.

Opening Ceremonies (National Anthem), 6:55 p.m.

Girls 100m High Hurdles finals, 7 p.m.

Boys 110m High Hurdles finals, 7:05 p.m.

Girls 100m Dash finals, 7:10 p.m.

Boys 100m Dash finals, 7:15 p.m.

Girls 1600m Run finals, 7:20 p.m.

Boys 1600m Run finals, 7:30 p.m.

Girls 4x100m Relay finals, 7:40 p.m.

Boys 4x100m Relay finals, 7:45 p.m.

Girls 400m Dash finals (2 sections in Classes 1A & 2A only), 7:50 p.m.

Boys 400m Dash finals (2 sections in Classes 1A & 2A only), 7:55 p.m.

Girls 300m Low Hurdles finals, 8 p.m.
 Boys 300m Intermediate Hurdles finals, 8:05 p.m.
 Girls 800m Run finals (Heat 1), 8:10 p.m.
 Girls 800m Run finals (Heat 2), 8:15 p.m.
 Boys 800m Run finals (Heat 1), 8:20 p.m.
 Boys 800m Run finals (Heat 2), 8:25 p.m.
 Girls 200m Dash finals, 8:30 p.m.
 Boys 200m Dash finals, 8:35 p.m.
 Girls 3200m Run finals, 8:40 p.m.
 Boys 3200m Run finals, 8:55 p.m.
 Girls 4x400m Relay finals (Heat 1), 9:10 p.m.
 Girls 4x400m Relay finals (Heat 2), 9:15 p.m.
 Boys 4x400m Relay finals (Heat 1), 9:20 p.m.
 Boys 4x400m Relay finals (Heat 2), 9:25 p.m.
 Team Awards Presentation, 9:30 p.m.

4. **FACILITY REQUIREMENTS.** The facility in which the event will be staged must meet the following requirements:

a. **Spectator Areas.**

- Must be modern, clean and accessible throughout the event.
- Must have a minimum of 2,500 permanent general admission seats around the track.
- Must permit spectators access to viewing areas at each field event station.
- Must have adequate concession and restroom facilities.
- Must comply with all applicable city, state and Federal regulations concerning access and seating for people with disabilities.

b. **Track.**

- Must be safe and of championship caliber throughout the event.
- 400-meter track with polyurethane or similar synthetic surface.
- Minimum of 8 lanes (9 lanes preferred)
- Must be marked in accordance with NFHS Track & Field Rules.
- Must be adequately lighted for night competition.
- Tent for clerk of the course staging area.
- The following track equipment conforming to NFHS Track & Field Rules must be provided: starting blocks, hurdles, lap counter and bell, wind gauge, portable elevated platform and portable voice amplification system for starter, competitor numbers, hip numbers, safety pins, hip numbers, lane markers, squeegees or other equipment to remove standing water, cones and umpire flags (1 white, 1 yellow per umpire).

c. **Field Event Stations.**

- Stations and all necessary equipment for the high jump, long jump, triple jump, discus, shot put and pole vault must be provided.
- Two stations per field event preferred (pole vault should be able to run in either direction depending upon wind).
- Discus cages and landing pads must conform to NFHS standards.
- Synthetic runways for long jump, triple jump, pole vault and high jump preferred.
- Lighting preferred should inclement weather delay competition into the evening.

- Visibility of all field event stations from main track seating areas preferred.
 - The following field events equipment conforming to NFHS Track & Field Rules must be provided: steel tape measures, judges flags (1 red, 1 white per judge), performance indicators and squeegees or other equipment to remove standing water for all event stations; long/triple jump pit levelers, rakes, shovels, brooms, board markers and foul boards; discus/shot put throwing boards, toe boards, cages and distance indicators for arc-lines; high jump/pole vault landing pits, standards, cross bars, gadgets for bar replacement and measuring poles.
- d. **Training Facility.**
- Must be in close proximity to track. May be in room or tent.
- e. **Media Accommodations.**
- Press box seating or work space in tent/trailer/room in close proximity to track for a minimum of 30 individuals with appropriate tables, chairs and lighting, as well as electrical outlets (110 AC) at each seat.
 - Eight (8) courtesy telephone lines with restricted direct-dial outside access.
 - Two (2) high-speed internet access lines, or one line with multi-port ethernet hub.
 - Photocopy machine equipped with automatic collator and stapler, a minimum speed of 60 copies per minute, and ample paper and toner.
 - Media interview area in enclosed room or tent in close proximity to the finish line, awards presentation area and media work area.
- f. **Additional Space Requirements.**
- **Awards Presentation Area.** Must be located on track infield at midway point of main grandstands. Graduated platforms for at least six places (preferably eight) must be provided. A tent with at least one table and chairs must be set up behind the awards platform with at least two benches for finalists awaiting medallions. A water station must be available.
 - **Hospitality.** One (1) hospitality area with seating for a minimum of 75 individuals for event staff and workers, FHSAA staff, board members and guests, meet officials and credential media.
 - **Pre-Tournament Coaches Meeting Room.** Set school-room style for a minimum of 200 individuals, with head table, covered and skirted, and seating for six individuals; available each day of the event from 9:30-11 a.m.
 - **Press Box Booths.** Two (2) press box booths; one for FAT computers and operators and one for FHSAA staff. Booths should have electrical outlets (110 AC) and lighting. The FHSAA booth should have one (1) high-speed internet access line.
 - **Storage.** One room, at least 150 square feet, to securely store souvenir merchandise and programs before, during and after each day of competition.
- g. **Technological Features.**
- Must have electronic scoreboard and public address system in good working order.
 - Must have compact disc player inputted through the public-address system.
 - Scoreboard should have capability of interfacing with FAT system and displaying elapsed time in races, as well as event results up to eight places.
 - Message/matrix board and/or jumbo TV screen capabilities preferred.
- h. **Parking.**
- Ample parking for spectators and tournament workers.

- One hundred (100) complimentary parking spaces in prime locations for use by FHSAA staff, board members, corporate sponsors, licensees, guests, meet officials and credentialed media.
- Parking areas should be adequately lighted.
- i. **Security.**
 - Must be provided for spectator areas, track and field event stations.
 - Host and facility must enforce FHSAA policies relative to nonpermissible items.
 - Facility must have security and evacuation plan in case of emergencies.
- j. **Miscellaneous.**
 - Gatorade® will provide coolers, cups and product for finish line area, awards presentation area, field event stations, media interview area and hospitality area.

Complete and return as part of your proposal packet the enclosed facility evaluation questionnaire. Enclose the following additional information:

- Map showing the location of the facility.
- Diagram(s) of the facility showing seating areas, entrances and exits for spectators, participants and credentialed individuals; track layout (including location of all field event stations); press box/deck or media work area; and proposed locations of media interview area, hospitality area, pre-meet coaches meeting room and storage room.
- List and describe any special technological features of the facility that will be available for use to enhance the meet experience for participants and spectators.
- Diagram of parking areas (including proposed FHSAA reserved lot) showing their proximity to the facility. Describe plans to handle overflow parking (include locations of overflow lots, walking distance to facility, etc.). Describe shuttle services, if available, from remote parking locations to the facility. Disclose all financial terms and arrangements associated with parking.
- Provide copy of facility's security and evacuation plan.
- If your organization does not own or manage the facility, you must include a letter from the facility ownership or management affirming the facility's availability and willingness to facilitate the event. Should you be awarded the event, the contract for use of the facility between your organization and the facility ownership/management must be forwarded to FHSAA.

5. ADMINISTRATION, LOCAL ORGANIZING COMMITTEE & PERSONNEL.

a. **Administration.** The event is conducted under the general direction and supervision of the FHSAA Commissioner, the Associate Commissioner of Athletic Operations and their designee(s) subject to the controlling bylaws, regulations, guidelines, policies and procedures of FHSAA, as well as National Federation of State High School Associations (NFHS) Track & Field Rules.

The FHSAA track & field administrator shall appoint the Meet Director, who shall have direct supervision over all aspects of the actual competition during the event.

The FHSAA communications department shall have direct supervision over all aspects of the media operation, marketing and promotions, branding, facility decoration and appearance, pre-meet, in-meet and post-meet festivities, and merchandising and licensing for the event.

b. **Host School/School District.** A member school(s) of FHSAA or district public school system must be designated as the host school/school district for the event.

c. **Local Organizing Committee.** The host must appoint a local organizing committee (LOC) to plan and supervise the conduct of the event. The LOC must include, at a minimum, the following individuals: a representative of the host organization, usually the Event Manager, who

serves as chairperson; an administrator from the host school/school district; the FHSAA-appointed Meet Director; the FHSAA's track & field administrator; a member of the FHSAA communications department; a facility liaison and a media coordinator. The LOC chairperson may appoint additional individuals to the committee, such as the chairpersons of sub-committees established to coordinate the various responsibilities of the host organization. The LOC is responsible for ensuring the successful organization and conduct of the event. The LOC, at all times, shall work in close cooperation with the FHSAA to ensure that the event reflects favorably upon the best traditions and character of interscholastic athletics.

d. **Event Staff.**

• **Event Manager.** A knowledgeable person with significant experience in tournament/meet administration and game/meet management; responsible for all planning and organization of the host's operation prior to, during and after the event. The Event Manager is FHSAA's primary contact within the LOC with regard to the conduct of the event.

• **Facility Liaison.** A knowledgeable person, preferably a member of the facility staff. Specific responsibilities may include assisting FHSAA and the host with direction and supervision of facility arrangements, security and assistance in development of participant information.

• **Media Coordinator.** Preferably an individual with a background in sports information or media relations. Specific responsibilities, under the direction of the FHSAA communications staff, may include planning and supervision of media work areas, securing media assistants to assist in the conduct of the media operation, statistical services, communications and hospitality.

e. **Event Personnel.** The host shall secure and provide at its expense the following event personnel:

General Personnel

- Public address announcer (individual must be approved by FHSAA) and spotters
- Scoreboard/message/matrix board operator(s)
- Awards coordinator
- Media assistants
- Certified athletic trainer
- Emergency medical technicians
- Marshals
- Packet pickup staff
- Results Runners
- Security
- Uniformed law enforcement officers
- Ticket sellers and ticket takers
- Pass gate attendants (including media will call)
- Ushers
- Parking lot attendants
- Hospitality workers
- Maintenance workers and custodians
- Other staff as may be necessary for the successful conduct of the tournament

Track Personnel

- Hurdles crew
- Block holders
- Clothing crew

Field Event Personnel

- Pit rakers (long jump, triple jump)
- Performance indicator operators
- Tape pullers (discus, shot put)
- Pole catcher (pole vault)
- Implement custodians

Complete the enclosed key contact directory form listing the names and contact information for the requested individuals.

6. OFFICIAL NAME & LOGO, USE OF MARKS, SPONSORSHIP & SIGNAGE.

a. **Official Name & Logo.** "FHSAA Track & Field Finals". May be preceded by the year when referring to the event in a specific year (e.g., 2005 FHSAA Track & Field Finals, 2006 FHSAA Track & Field Finals, etc). Never refer to the event as FHSAA state track & field meet or FHSAA state track & field championship. The official logo will be designed and provided by FHSAA. All entities involved in the event shall use this logo and no other.

b. **The "Look".** FHSAA will design the "look" of the event, including color and decorating schemes. FHSAA will provide banners and stencils for approved field markings. FHSAA will pay the cost of shipping decorations to the facility and their return to FHSAA following the event. The host and/or facility shall be responsible for and pay the costs of the coordination, installation and removal of decorations. The design of any banners or signage produced by the host must be approved by FHSAA to ensure compliance with the "look" for the event.

c. **FHSAA Marks.** All advertisements, promotional items, etc., using FHSAA's name or marks, including the official tournament logo, must have the prior approval of FHSAA.

d. **Sponsorship.** FHSAA and its corporate partners are the sole "official sponsors" of the event. FHSAA's current corporate partners are: Beef O'Brady's Family Sports Pubs, Dodge cars and trucks, Gatorade isotonic sports drink, U.S. Marine Corps, Pinch-A-Penny Pool-Patio-Spa, Spalding Sports Worldwide, Brine soccer balls, Dudley softballs, Wilson tennis balls, Sunshine Network, Bryn Alan Photography and iHigh.com. FHSAA corporate partners must be permitted to showcase and distribute their products at the facility within FHSAA policies.

e. **Local Contributors.** FHSAA will permit the host to solicit contributions from local, regional or national companies to underwrite its costs in hosting the event. Local contributors:

- Must not be competitors of any FHSAA corporate partner.
- Must not be alcoholic beverage companies; tobacco companies; drug companies; parimutuels, including the Florida Lottery; casinos or organizations that promote gambling; adult entertainment establishments and services; athletic skills camps; or recruiting and scouting services.
- May be recognized only as "supporters of" or "contributors to" the event, and must not be granted any benefits that conflict with those granted by FHSAA to its corporate sponsors.
- Must be approved by FHSAA, which reserves the right to review the agreements between the host and its contributors.

f. **Signage.** FHSAA will have exclusive authority over event signage. No royalty or fee will be paid to the host or facility for FHSAA's signage commitments. Identify in your proposal all existing signage within the facility and the contractual commitments for its display. Describe the facility's ability to work with FHSAA and its corporate partners if product category conflicts or other signage issues should develop. Describe what steps, if any, the facility can and will take to eliminate or reduce the visibility of signage promoting alcoholic beverages.

g. **Booths, Displays, Handouts.** No company, organization, group or individual shall be permitted to set up booths, demonstrate or display products or services, or circulate promotional materials of any kind (i.e. handbills, flyers, memorabilia, etc.) in the facility during the event without the approval of the FHSAA. Such activity implies endorsement by FHSAA.

h. **Use of Term "Official".** The use of the term "official" in relation to any business, organization, group, product, service, function, activity, etc. in conjunction with the event is prohibited without the approval of FHSAA. Use of this term implies contractual relationship with FHSAA.

7. BROADCASTS, TELECASTS, VIDEOTAPING, PHOTOGRAPHY, ETC.

a. **FHSAA Properties and Rights.** Events and activities associated with an FHSAA Finals event, including the official results of the event, are the sole property of FHSAA and may not be reproduced and marketed or otherwise distributed or publicly displayed without the permission of FHSAA. FHSAA retains all rights to the television broadcast or cablecast (live or tape-delay), radio broadcast, internet broadcast (audio and/or video), 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. Current media rights holders are Sunshine Network (television), FHSAA/iHigh Radio Network (radio), iHigh.com (internet), Bryn Alan Photography (commercial still photography).

b. **Access Fees.** The facility must waive any and all television, radio, video, film, photography and internet rights and/or access fees normally charged for events staged in the facility, and must grant free and full access to media rights holders as needed. The facility must not charge FHSAA or its media rights holders a fee in connection with the use of the facility's power, lighting or parking facilities. Any such fees not waived by the facility must be paid by the host.

c. **Photography and Videotaping.** FHSAA, subject to the policies of the facility, allows still cameras and video cameras to be used at state series contests so that spectators may record the excitement and festivities for their own personal use – not for the purposes of commercial re-sale or public redistribution in any form. Disclose in your proposal the facility's policies with regard to photography and videotaping by spectators.

Each participating school shall be permitted to photograph, film or videotape, for archival, coaching or instructional purposes, only those contests in which its team or contestants perform. Photographers, videographers and their equipment must be positioned so that they do not block the view of any spectator.

8. SOUVENIR MERCHANDISE AND PROGRAMS.

a. **Souvenir Merchandise.** FHSAA and/or its official merchandiser shall have exclusive rights to sell event-related souvenir merchandise with no royalty or fees to the host or facility. The facility may continue to sell during the event any non-event-related merchandise normally sold in the facility. The host and facility must make every effort, including the use of uniformed law enforcement, to restrict the retail sale of, and confiscate, "counterfeit" and "pirated" merchandise within the host community. Describe in your proposal any merchandise normally sold in the facility that would continue to be sold during the event.

b. **Souvenir Programs.** FHSAA shall produce and sell the official souvenir program with no royalty or fees to the host or facility. Two (2) full pages shall be offered to the host on a complimentary basis for the purpose of welcoming participants and spectators to the host community and facility; listing LOC members, event workers, etc.; and recognizing host contributors, provided such information is provided to FHSAA by the established deadline.

9. FOOD AND BEVERAGE CONCESSIONS. The host or facility shall retain, operate and control all food and beverage concession rights subject to the provisions of this section. Food and beverage concessions must adequately support the number of spectators for each session, and must be sold at costs comparable to the most favorable price for spectators during other events in the facility.

a. **Alcoholic Beverages.** No alcoholic beverages, including beer, or "nonalcoholic" beer shall be sold or dispensed for public or private consumption anywhere in the facility, or on facility property, other than in privately owned suites specifically exempt by facility contract, and then only if such beverages are brought to the suite at a time when the facility is not open to spectators or competitors during the event. At no time during the event shall such beverages be distributed or consumed outside the private viewing suites. Furthermore, alcoholic beverages may not be served in facility clubs or restaurants with direct access to spectator seating areas at any time the facility is open to spectators or competitors during the event. "Direct access" means not having to pass a ticket-taker's position.

b. **Tobacco Products.** No tobacco products shall be sold or dispensed for public or private consumption in the facility during the event.

10. TICKETS, CREDENTIALS AND PASSES. Every individual admitted to the event must enter the facility with a ticket of admission, a credential issued either by the host or FHSAA, or a pass issued by FHSAA. All users of privately owned suites must purchase tickets of admission for the sessions they attend. There shall be no complimentary tickets. All tickets shall be sold and accounted for at face value.

a. **Tickets.** The host and/or facility must provide tickets and handle ticket sales for the event. Any specially printed commemorative tickets must be imprinted with the official event logo and the design approved by FHSAA. Ticket-back promotions must be approved by FHSAA.

Current general admission is \$7 per session, set by the FHSAA Board of Directors and may be changed only with its approval.

The host may propose special ticket packages for the event, which provide a reasonable discount to the general admission price for patrons who purchase such tickets. All such special ticket packages must be approved by FHSAA.

Describe in detail the ticketing services available. Indicate whether and under what terms the facility will use a ticketing service such as TicketMaster. Describe any financial terms associated with ticketing.

b. **Credentials.** FHSAA will provide event credentials to the host. Credentials will be color-coded and issued to event staff, FHSAA staff, event support workers, media, officials and VIPs. FHSAA will issue credentials to FHSAA staff, board members, contest officials and media. Other credentials will be issued by the host. All credentials will be distributed at the facility by the host.

c. **Passes.** There are only three passes that are to be honored for complimentary admission to the event. They are:

- **FHSAA State Series Pass.** Sold by FHSAA to member schools for use by athletic personnel and to individuals who are registered with the FHSAA as contest officials.

- **FHSAA Lifetime Pass.** Issued by FHSAA to retired FHSAA staff, former board members and members of the Florida High School Athletic Hall of Fame.

- **FHSAA Student SID Identification Card.** Issued by FHSAA to member school students

participating in the FHSAA Student Sports Information Directors Program (only honored for those students whose schools are participating in the event).

11. PROMOTIONS AND SPECIAL FESTIVITIES.

a. **Promotions.** FHSAA will work with the host to promote the event. FHSAA will aggressively promote the event on its official web site (www.fhsaa.org). Information to be included on the web site will include quick facts about the event, maps to and of the host city, ticket information, facility information, community information, lodging information, etc. FHSAA will depend on the host organization(s) to provide this information to the Association office for posting on the web site(s). Describe in your proposal how your organization, the facility and the host community propose to advertise and promote the event.

The host shall be permitted to establish an internet presence to promote the event on a page within its existing web site. It must not register a separate domain name for the site. The official event logo must be displayed more prominently than any other logo. Permanent links must be provided to www.fhsaa.org and sports.fhsaa.org. Advertising must not be permitted on the page. Any use of the FHSAA's name, logos or marks must be reviewed and approved by the FHSAA. No commercial entity's logo can be used in conjunction with the FHSAA's name unless specifically approved by the FHSAA in advance.

b. **Special Festivities.** Describe in your proposal any plans your organization and/or the host community has for special festivities to be associated with the event that will enhance the experience for participating student-athletes and coaches, and/or spectators. Disclose how such special festivities will be funded.

12. HOSPITALITY.

a. **Meals.** One meal – dinner – must be served in the hospitality area each day of the event. Individuals to be served are event staff and workers; FHSAA staff, board members, licensees, corporate sponsors and guests; meet officials and credential media. Estimate serving 100-150 individuals per day.

b. **Complimentary Beverages.** Complimentary beverages (i.e., coffee, soft drinks, Gatorade®, bottled water) must be provided in the officials rest area and press box/media work area throughout the event.

13. LODGING

a. **Team and Spectator Lodging.** Each participating school is responsible for making its own lodging arrangements. The host is encouraged to offer assistance to participating schools in securing affordable lodging. List in your proposal all hotels/motels in the area that have made commitments to provide accommodations during the event. Include the number of rooms at each hotel/motel along with the rates for 2-person and 4-person occupancy at each property for the duration of the term. Include a map of the community showing all hotel/motel locations in proximity to the facility. Describe any efforts you will undertake on behalf of participating teams to negotiate special rates for lodging accommodations, including food services, during their stay in your community. Disclose any other events taking place within the host city or surrounding communities during the dates of the event that may negatively impact the availability of reasonably priced lodging accommodations for participating teams and spectators.

• **Team Traveling Parties.** In general, teams participating in the event from schools greater than

100 miles distant from the event site have chosen to stay overnight in the host city. These teams usually will remain in the host city anywhere from 1 to 2 nights depending upon the events in which their athletes compete and their success. An official team traveling party will consist anywhere from 2 to 30 individuals.

- **Participating Team Fans.** The number of fans attending a meet to support a participating school depends largely upon the school community's distance from the event, the size and type of school (whether public or private), and the size of the community in which the school is located (i.e., total fan base). For anywhere from 1 to 2 days these individuals occupy the host city's hotel rooms, dine in its restaurants and shop in its stores.

- b. **Headquarters Hotel.** The host must designate an "FHSAA and media headquarters hotel(s)" for use by FHSAA. The host must provide FHSAA in this hotel(s):

- A block of 50 complimentary room nights in the headquarters hotel(s) for use each weekend of the event (15 rooms on both Thursdays, 20 rooms on both Fridays, 15 rooms on both Saturdays) to house FHSAA staff, board members, licensees, guests and meet officials; and

- An additional 10 rooms per night blocked at a special rate for use by media representatives at their sole expense with a release to the general public by 5 p.m. Wednesday preceding the event.

FHSAA will control the rooms in both blocks. No reservations shall be made within these room blocks without the approval of FHSAA.

It is permissible to spread the complimentary room nights over two or more hotels in the area if necessary. The host, however, must notify the FHSAA of each property and the number of complimentary rooms in that property not later than four (4) weeks in advance of the event.

Provide in your proposal the name of the proposed headquarters hotel(s), the name of a contact person for booking these rooms at the hotel(s), the distance and driving time from the hotel(s) to the facility, and the special room rate for media.

14. PRACTICE FACILITIES. Practice at the host facility by participating teams during the week(s) of the event is prohibited. The host, however, must identify in its proposal other track & field facilities in the area that will be made available for use for by participating teams, as well as names and phone numbers of individuals to contact for reserving practice times at those facilities.

15. INSURANCE AND INSPECTIONS.

- a. **Insurance.** The host will be responsible for procuring and maintaining a comprehensive general public liability insurance policy from a carrier with an A.M. Best rating of A (excellent), VII, or better covering FHSAA, the host and the host member school/school district 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 five million dollars (\$5,000,000.00) general aggregate. Not less than 60 days prior to the event, the host must furnish to FHSAA a certificate of insurance showing such coverage. If the facility requires additional insured status, the host will provide that coverage.

- b. **Safety Inspections.** FHSAA recognizes that the host and/or facility management are familiar with the facilities, grounds and equipment it will be providing for use in the event and that the host and/or facility staff members are in the best position to oversee safety preparations and inspections. Accordingly, on behalf of the host and/or facility, its staff members must agree to

perform such preparations and inspections and to provide such facilities, grounds and equipment free from all defective or hazardous conditions that are known or reasonably detectable. If any such conditions cannot be cured before the event, specifics must be provided to the FHSAA Commissioner in writing (fax number 352.373.1528) as far in advance of the event as reasonably possible. Receipt of any such notice will not obligate FHSAA either to cure the conditions in question or to relieve the host or facility management of its legal duties with respect thereto. 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.

16. FINANCIAL ARRANGEMENTS.

a. **Event Receipts.** All revenue derived from the sale of tickets of admission, including special ticket packages, to the event is defined as event receipts.

b. **FHSAA Retains.** All revenue generated by souvenir merchandise sales, souvenir program sales, media rights contracts and agreements with its corporate sponsors.

c. **Host Retains.** All revenue generated by parking fees, food and beverage concessions, government and tourist development grants, and agreements with its contributors.

d. **FHSAA Provides.** In summary, FHSAA provides the following:

- Compensation for travel/per diem expenses of, and game fees for, meet officials (director, officials coordinator, referees, assistant referees, starters, assistant starters and judges).
- Official scorer and timer.
- Trophies and medallions for state champion and state runner-up teams.
- Commemorative certificates for all participants (student-athletes, coaches, officials).
- Official souvenir program.
- Promotional aids, including official event logo, FHSAA signage and field stencils.
- Gatorade® coolers, cups and product.
- Credentials.

e. **Host Provides.** In summary, the host provides the following:

- Facility and equipment.
- All personnel (e.g., public address announcer, gate workers, etc.).
- Public relations coordination.
- First aid/medical services.
- Hospitality services.
- Food and beverage concessions.
- Security.
- Media coordinator and media seating/work area (fully equipped).
- Tickets.

f. **Financial Proposal.** State your financial proposal to FHSAA with regard to the event. Forms of financial arrangements between FHSAA and hosts for various past FHSAA Finals events include:

- A proposed flat financial guarantee to be paid FHSAA by the host in exchange for the rights to host the event.

- A proposed percentage split of the gross gate receipts generated by the event between FHSAA and the host.

- A proposed percentage of the net gate receipts (after all expenses approved and agreed to by

FHSAA have been paid) between FHSAA and the host; or

- Any other financial arrangement made between FHSAA and the host and agreed to in writing by both parties.

Regardless of the direction your financial proposal takes, you must submit a preliminary budget for the event, reflecting your projected revenue and expenditures, on the enclosed "FHSAA Finals State Championship Event Preliminary Budget Worksheet."

16. SUMMATION. Close your proposal with an explanation as to how and why your organization and the proposed facility should be selected to serve as host for the event. Specifically address how your organization, the facility and the surrounding community are qualified to uniquely fulfill the aforementioned specifications

Proposal packet must include the completed cover sheet, key contacts directory, facility evaluation questionnaire, preliminary budget worksheet and all requested attachments (e.g., diagrams, letters, etc.), as well as other documents of your choosing. Submit to Robert W. Hughes, Commissioner, FHSAA, 1801 NW 80th Blvd., Gainesville, FL 32606. Must received in the FHSAA Office not later than 5 p.m., Friday, September 24, 2004.