

**Iowa Girls High School Athletic Union
Tournament Site Availability and Host Agreement
2019-2020**

This agreement is made and entered into by and between the Iowa Girls High School Athletic Union, hereinafter referred to as "IGHSAU," and _____ hereinafter referred to as "District":

This Tournament Site Availability Agreement is effective as of July 1, 2019 (the "Effective Date") and shall remain in effect for any and all post season or regional tournament contests for the 2019-20 school year.

District agrees to give and grant the IGHSAU permission to use the District's premises/facilities for the purpose of conducting the IGHSAU post season and/or tournament contests in the sports indicated below in the event the IGHSAU selects District as a host site.

FALL SPORTS

- _____ **Cross Country**
- _____ **Swimming & Diving**
- _____ **Volleyball**

WINTER SPORTS

- _____ **Bowling**
- _____ **Girls Basketball**

SPRING SPORTS

- _____ **Soccer**
- _____ **Tennis**
- _____ **Track & Field**
- _____ **Golf**

SUMMER SPORTS

- _____ **Softball**

For those tournament events that are set up by the IGHSAU for the "better seeded team" to host the tournament contest, the District shall not charge the IGHSAU a rental/license fee.

Prior to any and all tournament contest commencing at District's premises and facilities, District shall certify the premises are 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 **IGHSAU Tournament Site Agreement General Terms and Conditions 2019-20** 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 IGHSAU website at www.IGHSAU.org.

School District:

By:

(Signature)

Its:

Date _____

IGHSAU

By: Jean Berger

Jean Berger

(Signature)

Its: Executive Director

Date _____

7/1/19

IGHSAU REGIONAL TOURNAMENT SITE AGREEMENT GENERAL TERMS AND CONDITIONS

DISTRICT hereby gives and grants the IGHSAU the right to use of the facilities and those areas of the facilities as may be reasonably necessary for conducting the post season and/or regional tournament contests. The facilities include, but are not limited to, the competition facility, spectator seating, 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, etc. for operating the event. IGHSAU shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the IGHSAU.

The IGHSAU reserves the right to change the tournament site(s) at the IGHSAU's discretion based on anticipated crowd size and due to excess travel for both teams, if other sites are available.

IGHSAU agrees to pay and the District agrees to accept 20% of the net ticket sales as compensation as approved by the IGHSAU Board of Directors for the use of all facilities, equipment, personnel and services to be furnished by the host.

DISTRICT shall designate a "site manager" who shall be the DISTRICT's liaison between DISTRICT and the IGHSAU 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 regional tournament at DISTRICT's site in accordance with the standards established by the IGHSAU. The DISTRICT shall provide the name of the "site manager" to the IGHSAU prior to the execution of this agreement.

The DISTRICT's site manager shall be responsible for coordinating with the IGHSAU's designated sport administrator 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 applicable regulations of IGHSAU for the post season contests and/or regional tournaments that are the subject matter of this AGREEMENT.

TICKETS AND OTHER REVENUES

Sales: All 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 IGHSAU. All tickets must be sold in accordance with the ticket prices established by the IGHSAU Board of Directors, and any deviations must be approved by the IGHSAU Executive Director.

Revenue: DISTRICT agrees to collect all monies from the sale of all tickets sold in connection with the events and any other revenues 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 in accordance with Iowa Code and IGHSAU policies and procedures. Amounts received by the DISTRICT in excess of costs incurred by the DISTRICT may be deposited to the General Fund or Student Activity Fund as determined by the DISTRICT under State of Iowa

Code. Please see the guidance from the State Department of Education Activity Fund Guidance.

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 IGHSAU policies and procedures will be provided.

Reports: DISTRICT shall complete the financial reports of the activities conducted under this agreement in the form and manner prescribed by the State of Iowa Code and the IGHSAU. All monies that are due IGHSAU will be paid by DISTRICT's within thirty days following the completion of the events, unless a longer term is agreed to by the parties.

INSURANCE

The IGHSAU shall provide a comprehensive general liability insurance, written on an "occurrence" basis, and shall include a broad form liability with a minimum combined single limit of \$1,000,000 for bodily injury and/or property damage and a \$2,000,000 aggregate.

The IGHSAU agrees to assume, defend, indemnify, protect and hold harmless DISTRICT, its employees and agent against any and all claims, demands, actions or causes of action of whatever kind arising out of or resulting from the negligence or fault of the IGHSAU, its contractors, agents or employees in the performance under this Agreement. DISTRICT agrees to assume, defend, indemnify, protect and hold harmless the IGHSAU, its employees and agents against any and all claims, demands, actions or causes of action of whatever kind arising out of or resulting from the negligence or fault of the DISTRICT, its contractors, agents or employees in the performance under this Agreement or due to any patent or latent defect or condition of the premises during the post season and/or regional tournament contests.

FOOD, BEVERAGES, AND NOVELTIES

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.

Alcoholic Beverages: DISTRICT agrees not to sell or serve any alcoholic beverages (including "nonalcoholic" beer) on the premises during the event.

Tobacco Products: DISTRICT agrees not to sell or dispense any tobacco products for public or private consumption on the premises during the event.

Signage: DISTRICT agrees to cover any alcohol or tobacco-related signage during the aforementioned tournament.

SPONSORSHIP, ADVERTISING AND PROMOTION

DISTRICT acknowledges the IGHSAU 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 IGHSAU shall be permitted to display its corporate and event sponsors' banners and other acceptable forms of advertising/marketing in and about the facilities.

SUITABILITY

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

DISTRICT represents and warrants that the premises is in compliance with all applicable building, safety, fire, and all other laws, statutes, codes, ordinances, rules, and regulations of federal, state, and local governmental agencies, including, without limitation, the Americans with Disabilities Act, as amended (collectively, "Applicable Laws"). All of DISTRICT'S work and maintenance shall be done in a good and workmanlike manner and in compliance with all Applicable Laws. DISTRICT hereby warrants and represents that at such time as the post season and/or regional contests begin for each applicable year, DISTRICT has conducted an inspection of the bleachers and seating facilities ("Bleachers"), and warrants that the Bleachers meet current industry standards, are in good repair and in a safe and working condition as required by IGHSAU for its intended use, and will be maintained in safe and working condition during the course of the post season and/or regional contests for each year.

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 IGHSAU upon request.

GOVERNING LAW

The District agrees to comply with all laws, administrative rules, and administrative procedures of the State of Iowa in regard to the rental, use and receipt of compensation or reimbursement for the use of the school's facilities.