

REGIONAL EVENT PARTNER AGREEMENT

This Regional Event Partner Agreement (the “Agreement”) by and between **Event Partner Name, Address, City, State Zip** (the “Event Partner”) and Winter Guard International, Inc., 2405 Cross Pointe Drive, Dayton, Ohio 45342 (“WGI”) shall be effective on the date of the last execution signature below.

Event Partner desires to host the **EVENT** to be held at **EVENT LOCATION** on **DATE** (the “Event”). The following terms constitute the entire agreement made between Event Partner and WGI regarding the Event. Event Partner and WGI agree as follows:

I. EVENT ADMINISTRATION FEE

A. In consideration of WGI’s agreement to provide the goods and services set forth in this Agreement, Event Partner shall pay WGI an administration fee of **AMOUNT HERE**.

II. PERSONNEL

A. JUDGES AND CONTEST ADMINISTRATOR

1. Selection: WGI shall provide five (5) caption judges, one (1) timing and penalty judge, and one contest administrator for all portions of the Event, including preliminary and finals contest.

2. Fees: Event Partner shall pay judge fees of \$350 or \$7 per group performance judged (whichever is greater) for each caption judge, and \$250 or \$5 per group performance judged (whichever is greater) for each timing and penalty judge assigned to the Event. WGI shall be responsible for compensating the Contest Administrator. Event Partner shall prepare checks payable to the individual judge for delivery to the WGI Contest Administrator at the conclusion of the Event.

3. Transportation and Lodging: Economy air travel or mileage reimbursement shall be provided by WGI, at its expense, for all judges and the WGI Contest Administrator. Single occupancy hotel rooms shall be provided by the Event Partner, at its expense, for each judge and the WGI Contest Administrator assigned to the Event. Ground transportation for all judges and the WGI Contest Administrator to and from airport, hotel and Event venue shall be provided by Event Partner at its expense for the duration of the Event.

B. TABULATORS AND ANNOUNCERS

1. Selection: Event Partner shall provide at least two experienced tabulators and at least one announcer, with final approval of all tabulators and announcers required from the WGI Contest Administrator and Tabulation Manager. WGI Contest Administrator shall assist Event Partner in this effort. If trained tabulators are not available within a reasonable distance in the Event Partner's area, then WGI will provide the necessary personnel at the Event Partner's expense.

2. Fees: Event Partner agrees to pay tabulator fees of \$200 minimum per contest day and announcer fees of \$200 minimum per contest day as assigned to the Event. Event Partner has the option to increase fee for tabulator(s) and announcer(s) should it desire to do so. Event Partner shall prepare checks payable to the individual tabulator for delivery to WGI Contest Administrator at conclusion of event.

3. Transportation and Lodging: Double occupancy hotel rooms for traveling tabulator(s) shall be provided by the Event Partner at its expense. Economy air travel or mileage reimbursement will be provided by WGI at its expense for any traveling tabulators provided by WGI. For tabulators drawn from the Event Partner's area, and for all announcers, all transportation and lodging expenses (if any) shall be the sole responsibility of the Event Partner.

III. VENUE SERVICES

A. Parking: Event Partner, at its expense, shall provide a reasonable number of parking spaces for vehicles in reasonable proximity to, and with direct access to, the Event for its duration.

B. Security: Event Partner, at its expense, shall provide reasonable security for the Event for its duration.

C. Medical First Responders: Event Partner, at its expense, shall provide trained emergency medical personnel on site throughout the duration of the Event.

D. Event Partner agrees to provide confirmation of facility use, parking, security, and medical first responders for the Event no later than October 31, 2016. If Event Partner fails to provide this confirmation, then WGI shall have the right to cancel its performance under this Agreement in its entirety without a refund of any amounts already paid by the Event Partner.

E. Event Partner shall not permit overnight housing of anyone at the Event venue under any circumstances.

IV. EVENT TICKETING AND PASSES

- A. All event ticket prices proposed by Event Partner must be approved by WGI.
- B. WGI will provide each Event Partner detailed information regarding the authorized number of staff passes each color guard is to receive, in addition to performing members. Two of the staff passes must allow access to the audience side of the competition area.
- C. Event Partner shall sell the same designated number of performer and staff passes for discounted admission to Finals for those color guards not appearing in Finals.
- D. Event Partner shall not sell any additional discounted tickets or staff passes other than the number authorized by WGI at any time during the Event.
- E. WGI is offering a Regional PLUS Pass that will allow participating groups to pre-purchase five additional staff passes for the Regional Event for \$75.00. WGI will credit the Event Partner's final invoice \$75.00 per each Regional PLUS Pass purchased.

V. PROMOTION

- A. Promotion: Event Partner shall be entitled to advertise and promote the Event.
- B. Sponsorships: For the purposes of the Event, no Event Partner may enter into any exclusive agreement, contracts and/or corporate sponsorships without the express written permission of WGI. This includes other WGI sponsors or companies that may directly or indirectly support the Event, the Event Partner's sponsors, or the local circuit.
- C. Signage: Event Partner shall not permit signs or banners other than official WGI Regional Championships banner and Presenting Sponsors banner(s) (all to be provided by WGI) to be displayed anywhere at the Event venue. This includes other WGI sponsors or companies that may directly or indirectly support the event, the Event Partner's sponsors, or the local circuit. The WGI Contest Administrator must approve placement of all signs and banners.
- D. Event Partner shall provide sufficient vendor booth space totaling one booth space of 30' x 10' for official WGI merchandise vendor and up to three 10' x 10' booths for WGI corporate sponsors. WGI will confirm final arrangements three weeks prior to the Event. If further space is available, then the Event Partner may sell additional vendor booth to participating groups for a maximum charge of \$100.00 per 10' x 10' space and/or commercial vendors for a maximum charge of \$200.00 per 10' x 10' space.

E. As a condition of awarding the Regional Event, the Event Partner shall participate in the Official WGI Merchandise Consignment Program should the official WGI merchandise vendor not attend the event. There is no cost to the Event Partner for this requirement. Event Partner may not produce or sell souvenir items for this specific event (e.g., regional t-shirts, etc).

F. Event Partner may produce and sell a regional souvenir program. Event Partner shall retain all revenue generated from the sale of advertisements and programs. Event Partner must utilize WGI program cover artwork and reserve two full pages for WGI advertising and one full page for each WGI Presenting Sponsors. WGI will provide all artwork to Event Partner.

VI. INTELLECTUAL PROPERTY

A. Recording, Reproduction or Transmission of Performance: The Event Partner shall use all reasonable means to prevent the recording, reproduction or transmission of any part of the Event by anyone without an individual group video pass and/or the express written permission of WGI's Executive Director.

B. Indemnification for Copyright Infringement: The Event Partner shall INDEMNIFY AND HOLD HARMLESS WGI and its directors, employees, and agents from and against all liability, loss, damages, claims, and expenses (including attorney's fees) resulting from any claim of copyright infringement, if the claim arises (in whole or in part) out of any act or omission of the Event Partner.

VII. TAXES AND INSURANCE

A. The Event Partner shall have sole responsibility for any tax liability arising out of its association with the Event, unless expressly agreed otherwise in writing by WGI.

B. Event Partner shall provide proof of liability insurance with a combined single limit of at least ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage to protect it from claims from bodily injury and/or death and property damage which arises from any activity related to or in connection with either party's activities and/or conduct of the Event. Event Partner shall provide WGI with a certificate of insurance naming Winter Guard International, Inc. and its officers, directors, employees, and agents as an additional insured showing coverage of the above no less than sixty (60) days prior to the date of the event.

VIII. INCLEMENT WEATHER

A. WGI shall reserve the right to cancel and/or change the previously announced schedule of any event when inclement weather might pose a risk to participants and/or attendees. The WGI Director of Color Guard and/or Executive Director will make determination in conjunction with performance venue administration (school district representative) with safety as the top priority and notify all interested parties as soon as possible after decision is made.

B. Should the event be canceled due to inclement weather, WGI will bear the financial responsibility of any travel expenses incurred as well as any fees due to judges or other contest personnel. WGI will not reimburse Event Partner for any other expenses associated with the canceled event. Any ticket refunds will be at the discretion of the Event Partner. All questions regarding ticket refunds will be referred back to the Event Partner.

IX. MISCELLANEOUS

A. Event Partner shall provide a comprehensive financial report with attendance figures to WGI within thirty days of the conclusion of the Event. Failure to provide attendance figures may result in termination of opportunities for future events.

B. Awards for all the finalists in all competitive classes in connection to this event shall be provided by WGI.

C. The parties mutually agree to defend, indemnify and hold harmless each other, their trustees, directors, officers, agents, and employees, individually and collectively, from and against all claims, suits, losses, injuries, damages, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with, their performance of this Agreement for the negligent and willful acts or omissions of their trustees, directors, officers, agents and employees.

E. WGI shall retain the right to alter, change or modify any provision of this Agreement prior to the signature of, or acceptance by, the Event Partner.

F. Authority to Execute: The individual who is executing this Agreement on behalf of the Event Partner hereby warrants and represents that he or she has the full power and authority to bind the Event Partner to these terms.

ACCEPTED:

ACCEPTED:

For the EVENT PARTNER:

For WINTER GUARD INTERNATIONAL, INC.: