

**2010 & 2011
FHSAA Softball Finals
State High School
Championship Event**



**Site Proposal Outline and Specifications
for Prospective Host Organizations**



Florida High School Athletic Association
Robert W. Hughes FHSAA Building
1801 NW 80th Blvd
Gainesville, FL 32606
(352) 372-9551

INTRODUCTION

Each spring more than 530 senior high schools across Florida compete in the FHSAA Softball Championships for the right to be proclaimed FHSAA State Champions in their respective classifications. This 4-week championship tournament series concludes with the FHSAA Softball Finals in which the finest high school softball players in the nation participate. More than 450 student-athletes annually will participate in this event. For many of them, as well as the participating coaches and spectators in attendance, it will be one of the most memorable experiences of their lives.

Site Proposal Outline. The site proposal outline has been developed to pinpoint key areas that will be evaluated by the FHSAA staff in determining the site for this event, and to assist you in assembling your proposal. It provides you with a template for your proposal. Each and every question, document, map, diagram and form addressed in the outline should be answered, provided, completed and returned as part of your proposal package.

Site Proposal Specifications. The site proposal specifications set forth the Association's minimum expectations of both the facility in which the FHSAA Finals event will be conducted and the host organization. The Association is committed to making the FHSAA Finals a first-class event and will expect no less of the facility and host organization. Read the specifications carefully. As you work your way through each section, note the requirements that will result in an expense. In this way you can determine the minimum cost of complying with the specifications and operating the event.

The deadline for submission of proposals to host the FHSAA Softball Finals is **5 p.m. ET, Monday, September 21, 2009.** Proposals must be addressed to:

Dr. Roger Dearing, Executive Director
Florida High School Athletic Association
Robert W. Hughes FHSAA Building
1801 NW 80th Blvd
Gainesville, FL 32606-9176

The FHSAA staff will examine thoroughly each proposal received. Fulfillment of the essential criteria for hosting the event, the cost factors, and specific advantages and disadvantages of each proposal will be the foundation of this examination. The Executive Director or his designee will negotiate with one or more prospective host organizations and will enter into an agreement on the Association's behalf with the successful organization. The target deadline for reaching an agreement is Monday, October 12, 2009.

Questions regarding the site proposal outline and specifications should be directed to either:

Dr. Roger Dearing, Executive Director

(352) 372-9551 ext. 200

rdearing@fhsaa.org

Linda Robertson, Chief Financial Officer

(352) 372-9551 ext. 140

lrobertson@fhsaa.org

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SITE SELECTION TIMELINE

The FHSAA in selecting the site for the 2010 and 2011 FHSAA Softball Finals will adhere as closely as possible to the following time schedule:

Thursday, August 27, 2009	Site proposal outline and specifications document mailed to interested parties and posted on FHSAA.org.
Monday, September 21, 2009	Proposals to host the event due in the FHSAA Office by end of business day (5:00 p.m. EST).
Tuesday, September 22 - Monday, October 5	FHSAA staff reviews proposals submitted by the deadline, identifies finalist sites and conducts site surveys.
Tuesday, October 6 - Friday, October 9	FHSAA staff finalizes and makes recommendation to Executive Director relative to preferred site(s); Executive Director or his designee begins negotiations with prospective host organization(s).
Monday, October 12	Agreement in principle reached; FHSAA announces chosen site to public.

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PAST ATTENDANCE

Attendance figures for the FHSAA Softball Finals over the past 4 years.

<u>Year</u>	<u>Site (City)</u>	<u>School Classes</u>	<u>No. of Sessions</u>	<u>Ticket Price*</u>	<u>Attendance</u>
2006	Plant City Stadium (Plant City)	6	9	\$7	4,715
2007	Plant City Stadium (Plant City)	6	9	\$7	4,808
2008	Plant City Stadium (Plant City)	6	9	\$8	4,438
2009	Plant City Stadium (Plant City)	6	9	\$8	3,958

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SITE PROPOSAL OUTLINE

Proposals to host the FHSAA Softball Finals must be received in the FHSAA office no later than **Monday, September 21, 2009**. A proposal packet must address the following points and include the following documentation:

1. Completed proposal to host cover sheet.
2. Completed key contacts directory form.
3. Information regarding prospective host organization.
 - a. Type of organization and purpose.
 - b. Organizational chart for host's local organizing committee.
 - c. Relationship between host and local sports commission or convention and visitor's bureau.
 - d. Name and letter of support from FHSAA member school or public school district that has agreed to be designated as host school/district for event.
 - e. Name of event manager and brief description of his/her event-organizing experience.
 - f. Similar sporting events that have been hosted by organization.
 - g. Affirmation of solid volunteer base from which to draw staffing for event.
 - h. Law enforcement agency(ies) that will provide uniformed officers during event.
 - i. Agency(ies) that will provide required medical staffing and support for event.
 - j. Describe any plans to secure local sponsorship for event. Name potential local sponsors you might approach. What benefits do you propose to offer them?

- k. Disclose any facility policies that might prohibit FHSAA corporate partners from showcasing and distributing their products or services in facility during event.
4. Information regarding proposed facility.
- a. Name and location of facility.
 - b. Name of facility liaison.
 - c. Letter from facility management/ownership confirming facility's availability on specified dates in both years of term, its willingness to house event and its waiver of all access, utilities and vendor fees.
 - d. Examples of comparable sporting events that have been held in facility.
 - e. Address all facility requirements as stated in site proposal specifications [i.e., spectator seating capacity, type of seating (permanent or portable), concession stands and restrooms; competition surface; lighting and required equipment; availability of locker room and training facilities; media accommodations; hospitality area; etc.].
 - f. List and describe any special seating that is available such as luxury suites or boxes.
 - g. List and describe any special technological features of facility that will be available for use to enhance event experience for participants and spectators.
 - h. List all existing signage in facility and contractual commitments for its display. Describe 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, facility can take to eliminate or reduce visibility of signage promoting alcoholic beverages.
 - i. Map showing location of facility.
 - j. Diagrams of facility showing seating areas; entrances and exits for spectators, participants and credentialed individuals; competition field layout (include entrances for teams and officials to field); team and official dressing rooms;

- media workroom and press conference room; hospitality area; FHSAA office; FHSAA booth/suite (if applicable); and storage room.
- k. Diagram of all parking areas (including proposed FHSAA reserved lot) showing proximity to facility and number of available spaces.
 - l. Describe plans to handle overflow parking.
 - m. Disclose all financial terms (i.e., parking fees) associated with parking.
 - n. Provide copy of facility's security and evacuation plan.
5. Commercial identification, signage and official marks. Acknowledge usage of the official name and logo of the event. Indicate willingness to dress and decorate facility for the event according to FHSAA guidelines, including decals, table coverings and skirting, etc.
6. FHSAA corporate partners. Acknowledge understanding of FHSAA corporate partners and their rights.
7. Hospitality. Discuss plans for providing required hospitality services.
8. Lodging.
- a. Name of proposed headquarters hotel. Distance and driving time to facility. Enclose brochure from the hotel. Disclose secured best-possible rate for rooms in FHSAA and media blocks. Deadline established for releasing to public unreserved rooms in blocks. Will host and/or hotel offer to FHSAA any complimentary rooms? Provide name and contact information for hotel employee who will act as liaison to FHSAA in management of room blocks.
 - b. List all hotels/motels in area within 5, 10 and 20 miles of facility. Provide number of rooms and rates for 2-person and 4-person occupancy at each property. Include map of community showing all hotel/motel locations in proximity to the facility.

- c. Describe 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.
 - d. Disclose any other events taking place within the city or surrounding communities during the dates of the event that may impact the availability of reasonably priced lodging accommodations for participating teams and spectators.

- 9. Property and media rights.
 - a. Acknowledge the FHSAA's ownership of property and media rights to the event.
 - b. Disclose the facility's policies with regard to photography and videotaping by spectators.

- 10. Marketing and promotions.
 - a. Outline plan to advertise and promote event.
 - b. Disclose any plans for special festivities to be associated with the event that will enhance the experience for participating student-athletes and coaches, and/or spectators.

- 11. Food and beverage concessions.
 - a. Disclose plans for providing food and beverage concession services to spectators.
 - b. Confirm that neither alcoholic beverages nor tobacco products will be sold or dispensed in facility during event.

- 12. Merchandising and souvenir program. Describe merchandise normally sold in facility that will continue to be sold during event.

- 13. Insurance. Discuss your ability to provide required insurance coverage.

14. Financial arrangements.

- a. Complete the enclosed preliminary budget worksheet.
- b. Describe ticketing services available, whether and under what terms the facility will use a ticketing service such as TicketMaster®, and the financial terms associated with the use of such services.
- c. Describe your plans for special ticket packages that you wish to propose for the event.
- d. State your proposed financial arrangement with the FHSAA. Forms of financial arrangements between hosts and FHSAA 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.

15. Summation. Close your proposal with an explanation as to how and why the prospective host organization and prospective facility should be selected to serve as host for the event. Specifically address how the prospective host organization, the prospective facility and the surrounding community are qualified to uniquely fulfill the specifications. What about your facility or community will contribute to a successful event?

SITE PROPOSAL SPECIFICATIONS
“FHSAA SOFTBALL FINALS”
STATE CHAMPIONSHIP EVENT

The administration of an FHSAA Finals state championship event is under the authority of the FHSAA staff, subject to policies and regulations established by the FHSAA Board of Directors. The FHSAA Office must approve all activities and events associated with an FHSAA Finals event. A member school(s) of the FHSAA or a district public school system must be designated as the host school/school district for an FHSAA Finals event.

1. TERM AND FORM OF AGREEMENT

The FHSAA seeks to award rights to serve as host of these events for a term of 2 years with an option to extend, by mutual agreement, the term for an additional 2 years. A sample agreement is provided for review.

2. DATES, FORMAT AND TIME SCHEDULE

2.1 Dates. The events will be held on the following dates:

May 10-15, 2010 | May 9-14, 2011

2.2 Format. The event will consist of 18 games – two state semifinal games and one state championship game played in each of 6 school classifications (6A, 5A, 4A, 3A, 2A and 1A). A total of 24 teams will advance to the event by winning their respective regional tournaments.

2.3 Time Schedule. The 18 games will be played in 9 sessions over 6 days as follows:

Monday

Class 1A, 3A Semifinals

Session 1

Semifinal Game, noon

Semifinal Game, 2 p.m.

Session 2

Semifinal Game, 5 p.m.

Semifinal Game, 7 p.m.

Tuesday

Class 1A, 3A Championships

Championship (Class TBA), 4 p.m.

Championship (Class TBA), 7 p.m.

Wednesday

Class 2A, 5A Semifinals

Session 1

Semifinal Game, noon

Semifinal Game, 2 p.m.

Session 2

Semifinal Game, 5 p.m.

Semifinal Game, 7 p.m.

Thursday

Class 2A, 5A Championships

Championship (Class TBA), 4 p.m.

Championship (Class TBA), 7 p.m.

Friday

Class 4A, 6A Semifinals

Session 1

Semifinal Game, noon

Semifinal Game, 2 p.m.

Session 2

Semifinal Game, 5 p.m.

Semifinal Game, 7 p.m.

Saturday

Class 4A, 6A Championships

Championship (Class TBA), 1 p.m.

Championship (Class TBA), 4 p.m.

The second game in each semifinal session will begin approximately 20 minutes following the conclusion of the first game in the session if the scheduled time has passed.

3. FACILITY REQUIREMENTS

The facility in which the event will be held must meet the following requirements:

3.1 Availability. The facility must be available for use by the FHSAA from 3:00 p.m. (EST) Sunday (for setup) through 11:00 p.m. (EST) or 2 hours following the last games completion, whichever is later (for post-event media operation and breakdown) during the week of the event. A copy of any contract for use of the facility between the host organization and facility ownership/management must be forwarded to the FHSAA once it has been executed.

3.2 Spectator Areas.

- a. Minimum general admission seating requirements – 4,000. Seating should be provided on both the visiting and home team sides of the field.

- b. Compliant with all applicable city, state and Federal regulations concerning access and seating for people with disabilities.
- c. Clean, accessible and adequately lighted throughout event.
- d. Adequate concession and restroom facilities.

3.3 Competition Area.

- a. Softball field must meet minimum NFHS specifications and is preferred to be situated in a stadium setting. Surface conditions of field must be safe and of championship caliber.
- b. Press Box should be of championship caliber and be able to accommodate approximately 50 people at one time (i.e. PA Announcer, Score Keepers, Credentialed Media, Officials, Officials Evaluators, Volunteers, FHSAA Staff, Host Staff, etc.) Press box area should also have available wireless internet access, restrooms and be equipped with air conditioning.
- d. Team dugouts should each be suitable for approximately 25 individuals and all team equipment. Dugouts should be in excellent condition, preferably shaded and of championship caliber.
- e. Hydration station tables shall be located in each dugout.
- f. Playing field area(s) shall be separated from spectator seating areas by artificial or permanent barriers, which will keep all spectators and participants safe at all times.

3.3 Team Warm-Up Area(s).

- a. Softball field(s) – preferably at least two must meet minimum NFHS specifications. Surface conditions of field must be safe and of championship caliber. All fields shall be lined at all times and in excellent condition. In the case of a weather delay, warm-up fields must be equipped with seating, restrooms, concessions, PA system, etc. (may be

temporary) in order to resume play and attempt to get back on schedule at the main competition field.

- b. Team dugouts should each be suitable for approximately 25 individuals and all team equipment. Dugouts should be in excellent condition, preferably shaded and of championship caliber (in the event of a weather delay, warm-up facilities may be used to resume play and get back on schedule at the main competition field).
- e. Hydration stations shall be available on each warm-up field.
- f. Playing field area(s) shall be separated from spectator seating areas by artificial or permanent barriers, which will keep all spectators and participants safe at all times.

3.4 Dressing Rooms and Training Facility.

- a. Locker Rooms are preferred for use by teams. If available, each dressing room must accommodate 25 individuals (players, coaches and team attendants), be clean and have access to shower and toilet facilities.
- b. Two dressing rooms for use by game officials are required. Each dressing room must accommodate 8-10 individuals, be clean and have access to private shower and toilet facilities.
- c. Training area staffed by certified athletic trainer, available to participating teams from two hours prior to start of first game of day until conclusion of last game of day for the entire event.

3.5 Media Accommodations.

- a. Members of the media require press box accommodations consisting of tables and chairs with electrical power (110 AC) at each seat. Three sections in the media area need to be designated for radio (FHSAA Radio

Network, visiting team radio, home team radio). Each booth requires two land-lines. Members of the photography media require access in wells close to the home and visitor dugouts. The press box should have wireless capabilities. Minimum media seating requirements – 50.

- b. Separate media work/hospitality area furnished with tables and chairs to seat a minimum of 20 persons with electrical power (110 AC) at each seat, a minimum of 2 dedicated courtesy phone lines and 5 high-speed Internet lines for run over of press box.
- c. Press conference room furnished with tables and chairs to seat 5 persons on an elevated dais and additional seating for 20 persons set schoolroom style.
- d. Facility must cooperate with Sun Sports producers to provide television camera locations as producers determine.
- e. Photocopy machine with a minimum speed of 75 copies per minute and equipped with an automatic collator and stapler. Adequate supplies of copy paper and toner cartridges must also be provided.

3.6 Additional Space.

- a. Hospitality/Press Box seating area with seating for minimum of 50 individuals for LOC members, event staff and workers, FHSAA staff, board members and guests, contest officials, credentialed media.
- b. Room on semifinal days for pre-tournament coaches meeting with head table and chairs to seat 5 persons and additional seating for 15 persons set schoolroom style.
- c. Reserved press box seating for FHSAA staff, board members and guests, contest officials and corporate sponsors with tables and chairs with electrical power (110 AC) and high-speed Internet access lines at 10 seats. Minimum seating requirements – 20.

- d. Private area for use by FHSAA staff in conducting business during event with tables and seating for a minimum of 5 people; electrical power (110 AC), wireless internet access and 1 courtesy telephone line.
- e. 2 rooms, each at least 100 feet square, one to securely store game balls and awards and the other to store souvenir merchandise and souvenir programs before, during and after each day of competition.

3.7 Equipment and Technological Features.

- a. Electronic score board(s) in good working order that are easily visible to spectator seating areas and participating teams.
- b. Public-address system, with compact disc player, in good working order.
- c. Field microphone.
- d. Video board(s) and/or matrix board(s) easily visible to spectator seating areas and both teams are optional, but preferred.
- f. Electrical power (110 AC) and high-speed/wireless Internet line at pass gate.

3.8 Decoration.

- a. FHSAA will design the “look” of the event, including color and decorating schemes. FHSAA also will provide official event banners and decals.
- b. The design of any event banners or signage produced by host must be approved by FHSAA to ensure compliance with the “look” of the event.
- c. The facility or host shall be responsible for and pay the costs of the installation and removal of decorations.

3.9 Access and Utilities Fees.

- a. Facility must waive any and all television, radio, video, film, photography

and Internet rights and/or access fees normally charged for events staged therein, and must grant free and full access to media rights holders as needed. Host must pay any such fees not waived.

- b. 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. Host must pay any such fees not waived.
- c. Facility must waive all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of FHSAA and its merchandiser(s). Host must pay any such fees not waived.
- d. No royalty or fee will be paid to host or facility for FHSAA signage commitments.

3.10 Parking.

- a. Ample parking for spectators and tournament workers.
- b. Reserved complimentary parking spaces in prime locations for use by LOC members, FHSAA staff, board members, corporate sponsors, licensees, guests, contest officials, participating teams and credentialed media. Reserved parking space requirements – 30.
- c. Parking space for Sun Sports television production truck, satellite trucks and mobile equipment of all credentialed electronic media agencies.
- d. Parking areas should be adequately lighted.

3.11 Security.

- a. Must have security and evacuation plan in case of emergencies.
- b. Must enforce FHSAA policies relative to non-permissible items.

3.12 Safety and Code Compliance. The FHSAA specifically disclaims any responsibility to investigate the safety or code compliance of the facility and

parking lots or the component products, equipment, materials, design and construction.

3.13 Miscellaneous. Tables, chairs, skirting, bunting, pipe-and-drape, and platforms for all areas described herein as required by FHSAA.

4. LOCAL ORGANIZING COMMITTEE (LOC) AND PERSONNEL

4.1 Local Organizing Committee. The host organization 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's administrator for softball, who will be the Event Director; 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 is responsible, at its expense, for the recruitment, training and coordination of all volunteers. 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.

4.2 Event Management Staff. The event management staff, at a minimum, must consist of the following 5 individuals:

a. **Event Director.** The FHSAA administrator for softball will be the Event

Director and will oversee all aspects of the competition, including participating teams and contest officials.

- b. Marketing Director. A member of the FHSAA communications department will serve as Marketing Director and will oversee all aspects of the event related to licensing and branding, merchandising, marketing, promotions and media.
- c. Event Manager. Appointed by the host. Must have significant experience in event administration and management. He/she is responsible for all planning and organization of the host's operation prior to, during and after event, including the filing of all necessary reports. The event manager will be the FHSAA's primary contact in the LOC with regard to the event.
- d. 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.
- e. Media Coordinator. Appointed by the host. Preferably an individual with a background in sports information or media relations. Specific responsibilities 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.

4.3 Personnel. The host must provide, at its expense, the following personnel:

- a. Official scorer (subject to FHSAA approval).
- b. Public address announcer(s) (subject to FHSAA approval).
- c. Scoreboard operator.
- d. Officials/Locker room attendant(s).
- e. Awards coordinator.
- f. Certified athletic trainer(s).

- g. Media assistants.
- h. Security.
- i. Ticket sellers and takers.
- j. Pass gate attendants (including media will call).
- k. Parking lot attendants.
- l. Hospitality workers.
- m. Concession workers.
- n. Maintenance workers/Field Staff.
- o. Custodians.

4.4 Local Sponsorship. The host may solicit cash and/or in-kind contributions from local, regional and national companies as event sponsors to underwrite its costs in hosting the event provided:

- a. They are not competitors of any FHSAA corporate partner;
- b. They are not alcoholic beverage companies, tobacco companies, drug companies parimutuels (excluding the Florida Lottery), casinos or organizations that promote gambling, adult entertainment establishments and services, political candidates or issues, athletic skills camps, or recruiting and scouting services;
- c. They are not designated as “title” or “presenting” sponsors of the event;
- d. They receive secondary billing to FHSAA corporate partners, and are not promised any benefits that meet or exceed those granted by FHSAA to its corporate partners (i.e., complimentary full-page ad in official souvenir program; signage in prime locations on floor/ field/deck level); and
- e. They are approved by FHSAA, which reserves the right to review the agreements between the host and its event sponsors.

4.5 Operations Manual. The host, at its expense, shall prepare, in cooperation with

the facility and FHSAA, an operations manual for the event detailing all plans and procedures for the successful conduct of the event.

4.6 Participant Manual. The host shall prepare a participant manual to be distributed to each participating school containing pertinent information from the operations manual, as well as general information regarding the host community. The FHSAA shall review and approve the contents of the participant manual.

4.7 Uniform Apparel. Uniform apparel for event staff and volunteer workers, to be provided by the host, must be purchased from the FHSAA's official merchandiser(s). The FHSAA shall approve the color and design of this apparel. Facility employees shall wear their employer-issued uniform.

4.8 After-Action Meeting. Within 30 days of the completion of the event, representatives of the host, members of the LOC, the facility liaison and FHSAA will meet to review the event and discuss plans for correcting situations and making improvements to the operation for the following year.

5. COMMERCIAL IDENTIFICATION, SIGNAGE AND OFFICIAL MARKS

5.1 Name of Event. The official name of the event is the "FHSAA Softball Finals". It may be referred to as the "FHSAA Finals" on second reference. The event must not be referred to by the following names in any official event correspondence or promotional materials: FHSAA state softball finals; FHSAA state softball tournament; or FHSAA state softball championship.

5.2 Event Logo. The FHSAA will design and provide the official event logo. All

parties must use this logo and no other. All advertisements, promotional items, etc., using the FHSAA's name or marks, including the event logo, must have the prior approval of the FHSAA. The host organization is not granted rights to license use of the event name or logo.

5.3 “Official” Label. The use of the “official” label in relation to any business, organization, group, product, service, function or activity, etc., in conjunction with the event is prohibited without approval of the FHSAA.

5.4 Signage. FHSAA will have exclusive authority over placement of event signage, including official event banners, FHSAA corporate partner banners and host-secured event sponsor banners. No royalty or fee will be paid to host or facility for FHSAA signage commitments.

5.5 Third-Party Promotions. No third-party company, organization, group or individual shall be permitted to set up booths; sell, distribute, 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 FHSAA.

5.6 Announcements. No announcements, except those approved in advance by the FHSAA, or for public emergencies, shall be allowed over the public-address system.

6. FHSAA CORPORATE PARTNERS

The current FHSAA corporate partners are Bryn Alan Photography, Gatorade isotonic

sports drink, Pinch A Penny Pool-Patio-Spa, M-F Athletic track & field equipment supplier, Spalding Sports Worldwide, Rawlings baseballs, Brine soccer balls, Dudley softballs, Wilson tennis balls, Mikasa water polo balls and Sun Sports. FHSAA corporate partners must be permitted to showcase and distribute their products/services at/in the facility and are subject to change at any time.

7. HOSPITALITY

The host shall provide, at its expense, hospitality services for LOC members; event staff and workers; FHSAA staff, board members, licensees, corporate sponsors and guests; contest officials and credentialed media (estimate serving 50 people). 9 meals – 4 – lunch and 5 dinner meals – must be served to these individuals in the hospitality area based on the weeks schedule (semifinal days – lunch and dinner, championship days – dinner only). Coffee, soft drinks, Gatorade®, bottled water, chips, nuts, candy, cookies, popcorn, etc., must also be provided in the hospitality area and in the contest officials dressing rooms throughout event.

8. LODGING

8.1 Headquarters Hotel. The headquarters hotel, in which the FHSAA staff and contest officials will be housed, shall be approved by FHSAA and must be in close proximity to the facility. The following number of rooms must be blocked at a secured best-possible rate for use by FHSAA on Sunday through Saturday nights during each event – 49 room nights (4 rooms for officials each night and 3 rooms for staff each night). No reservations within the FHSAA room block may be made without FHSAA approval.

8.2 Team Lodging. Each participating team is responsible for making its own lodging arrangements. Participating teams from schools beyond a 2-hour drive of the facility likely will require overnight lodging in the host community. The host is encouraged to offer assistance in securing affordable lodging for each team. FHSAA estimates each official team traveling party to be 25 individuals.

9. PROPERTY AND MEDIA RIGHTS

9.1 Property 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.

9.2 Media Rights. FHSAA retains all rights to 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 Radio Network (radio), and Bryn Alan Photography (commercial still photography).

9.3 Spectator Photography/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.

9.4 Team Photography/Videotaping. 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.

10. MARKETING AND PROMOTIONS

10.1 Marketing/Promotional Plan. FHSAA will work with the host to market and 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).

10.2 Internet Presence. 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.

11. FOOD AND BEVERAGE CONCESSIONS

11.1 Concessions Sales. 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.

11.2 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 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.

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

12. MERCHANDISING AND SOUVENIR PROGRAM

12.1 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.

- 12.2 Souvenir Program.** 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 local sponsors, provided such information is provided to FHSAA by the established deadline.

13. TICKETS, CREDENTIALS AND PASSES

- 13.1 Ticketing Policy.** 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.

- 13.2 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.

- 13.3 Credentials.** FHSAA will provide event credentials to the host. Credentials will be color-coded and issued to LOC members, event staff, FHSAA staff, vendors, media, participating teams, officials and VIPs. FHSAA will issue credentials to

FHSAA staff, board members, participating teams, contest officials and media. The LOC will issue all other credentials. All credentials will be distributed at the facility by the LOC.

13.4 Passes. There are only two passes that are to be honored for complimentary admission to the event. They are:

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

14. INSURANCE

The host must secure primary comprehensive general public liability insurance coverage for the duration of the event (including any practice or warm-up dates) with combined single limits of \$1 million per occurrence and \$5 million general aggregate for bodily injury, personal or advertising injury, and property damage. If the facility requires additional insured status, the host will provide that coverage as well. The host must provide FHSAA with a certificate of insurance showing the required coverage not less than 60 days in advance of the event. The FHSAA must be named as an additional insured on the certificate of insurance.

15. FINANCIAL ARRANGEMENTS

15.1 General Admission. \$8 per session.

15.2 Event Receipts. All revenue derived from sale of tickets of admission is event receipts.

15.3 FHSAA Provides.

- a. Compensation for travel/per diem expenses of, and game fees for, contest officials.
- b. Trophies and medallions for state champion and state runner-up teams.
- c. Commemorative certificates for all participants (student-athletes, coaches, officials).
- d. Souvenir program.
- e. Souvenir merchandise.
- f. Promotional aids, including official event logo, FHSAA signage and decals, promotional flyers.
- g. Spalding® balls for competition.
- h. Gatorade® coolers, cups and product.
- i. Credentials.

15.4 Host Provides.

- a. Facility and equipment.
- b. support personnel.
- c. First aid/medical services.
- d. Hospitality services.
- e. Food and beverage concessions.
- f. Security.
- g. Lodging assistance.
- h. Insurance.

- i. Tickets.

15.5 FHSAA Retains.

- a. Souvenir merchandise sales.
- b. Souvenir programs sales and advertising.
- c. Media rights contracts.
- d. Corporate partners contracts.

15.6 Host Retains.

- a. Parking fees.
- b. Food and beverage concessions sales.
- c. Government and tourist development grants.
- d. Agreements with its event sponsors.

15.7 Settlement. All financial matters must be settled not later than thirty (30) days after event.

###

**PROPOSAL TO HOST
FHSAA FINALS™ STATE CHAMPIONSHIP EVENT**



Event: _____

Host organization: _____

City: _____

Has this organization hosted previous FHSAA Finals events? If so, which ones?

The FHSAA requires that an FHSAA member high school or public school district whose schools are members be designated as the host school or school district.

Host school/school district: _____

CERTIFICATION OF PROPOSAL. The undersigned certify that the information contained in this proposal to host the FHSAA Finals state championship event stated above is accurate to the best of our knowledge. We further understand and acknowledge that this proposal in no way constitutes any form of agreement between the Florida High School Athletic Association and this organization.

Authorized host organization representative:

_____/_____/_____
Name Signature Date

Position

Authorized host school/school district representative:

_____/_____/_____
Name Signature Date

Position

FHSAA FINALS™ HOST ORGANIZATION KEY CONTACTS DIRECTORY



Event: _____

HOST ORGANIZATION EXECUTIVE OR HEAD ADMINISTRATOR

Name: _____ Title: _____

Organization: _____

Mailing address: _____

Street shipping address: _____

Email address: _____

Organization: _____

Ph: _____ Cell: _____ Fax: _____

HOST SCHOOL/SCHOOL DISTRICT ADMINISTRATOR

Name: _____ Title: _____

School/school district: _____

Mailing address: _____

Street shipping address: _____

Email address: _____

Organization: _____

Ph: _____ Cell: _____ Fax: _____

EVENT MANAGER

Name: _____ Title: _____

Organization: _____

Mailing address: _____

Street shipping address: _____

Email address: _____

Organization: _____

Ph: _____ Cell: _____ Fax: _____

FACILITY LIAISON

Name: _____ Title: _____

Organization: _____

Mailing address: _____

Street shipping address: _____

Email address: _____

Organization: _____

Ph: _____ Cell: _____ Fax: _____

MEDIA COORDINATOR

Name: _____ Title: _____

Organization: _____

Mailing address: _____

Street shipping address: _____

Email address: _____

Organization: _____

Ph: _____ Cell: _____ Fax: _____

MARKETING COORDINATOR

Name: _____ Title: _____

Organization: _____

Mailing address: _____

Street shipping address: _____

Email address: _____

Organization: _____

Ph: _____ Cell: _____ Fax: _____

FHSAA FINALS™ STATE CHAMPIONSHIP EVENT PRELIMINARY BUDGET WORKSHEET



Event: _____

Host organization: _____

A. PROJECTED EVENT REVENUES

1. Event receipts:
 - a. General admission (_____ tickets @ \$ _____)\$ _____
 - b. Special ticket packages (if applicable):
 - _____ (_____ tickets @ \$ _____)\$ _____
 - _____ (_____ tickets @ \$ _____)\$ _____
 - _____ (_____ tickets @ \$ _____)\$ _____
 - c. Total event receipts (add lines a & b)\$ _____
2. Grants from tourism and visitors bureaus, local government, etc.\$ _____
3. Corporate support from local contributors\$ _____
4. Proceeds from food and beverage concessions\$ _____
5. Proceeds from parking fees\$ _____
6. Donations\$ _____
7. Other (itemize):
 - a. _____\$ _____
 - b. _____\$ _____
 - c. _____\$ _____
 - d. _____\$ _____
8. TOTAL PROJECTED EVENT REVENUES (add lines 1-7)\$ _____

B. PROJECTED EVENT EXPENDITURES

- 9. Facility:
 - a. Rental (if facility is not owned by a member school or on its campus) \$ _____
 - b. Preparation \$ _____
 - c. Other (itemize)
 - (1) _____ \$ _____
 - (2) _____ \$ _____
 - (3) _____ \$ _____
 - d. TOTAL FACILITY (add lines a-c) \$ _____

- 10. Equipment and supplies:
 - a. Tickets \$ _____
 - b. Telephone installation and instruments \$ _____
 - c. High-speed Internet installation and equipment \$ _____
 - d. Photocopy machine \$ _____
 - e. Public-address system \$ _____
 - f. Electronic clock(s) and/or scoreboard(s) \$ _____
 - g. Field paint \$ _____
 - h. Floor covering \$ _____
 - i. Pipe and drape \$ _____
 - j. Table covering and skirting \$ _____
 - k. Paper \$ _____
 - l. Temporary restrooms \$ _____
 - m. Other (itemize) \$ _____
 - (1) _____ \$ _____
 - (2) _____ \$ _____
 - (3) _____ \$ _____
 - n. TOTAL EQUIPMENT AND SUPPLIES (add lines a-n)..... \$ _____

PROJECTED EVENT EXPENDITURES (cont'd)

11. Personnel:

a.	Event manager	\$	_____
b.	Public-address announcer	\$	_____
c.	Official scorer(s)	\$	_____
d.	Official timer(s)	\$	_____
e.	Statistical crew	\$	_____
f.	Scoreboard operator(s)	\$	_____
g.	Ticket seller(s)	\$	_____
h.	Ticket taker(s)	\$	_____
i.	Ushers	\$	_____
j.	Non-uniformed security personnel	\$	_____
k.	Uniformed law enforcement officers	\$	_____
l.	Clerical	\$	_____
m.	Facility labor		
	(1) Custodial.....	\$	_____
	(2) Grounds....	\$	_____
	(3) Maintenance	\$	_____
	(4) Technical ..	\$	_____
n.	Other (itemize)	\$	_____
	(1) _____	\$	_____
	(2) _____	\$	_____
	(3) _____	\$	_____
	(4) _____	\$	_____
	(5) _____	\$	_____
o.	TOTAL PERSONNEL (add lines a-c).....	\$	_____

PROJECTED EVENT EXPENDITURES (cont'd)

12. Hospitality:

- a. Refreshments for officials, media, workers, FHSAA, etc. \$ _____
- b. Meals in hospitality area \$ _____
- c. Refreshments for coaches meeting(s) \$ _____
- d. Other (itemize) \$ _____
 - (1) _____ \$ _____
 - (2) _____ \$ _____
 - (3) _____ \$ _____
- e. TOTAL HOSPITALITY (add lines a-d) \$ _____

13. Lodging:

- a. Comp rooms for FHSAA in headquarters hotel (if applicable) \$ _____
- b. Other (itemize) \$ _____
 - (1) _____ \$ _____
 - (2) _____ \$ _____
 - (3) _____ \$ _____
- c. TOTAL LODGING (add lines a-b) \$ _____

14. Promotion and communication:

- a. Advertising (print, radio, television) \$ _____
- b. Postage \$ _____
- c. Printing \$ _____
- d. Other (itemize) \$ _____
 - (1) _____ \$ _____
 - (2) _____ \$ _____
 - (3) _____ \$ _____
- e. TOTAL PROMOTION AND COMMUNICATION (add lines a-d)..... \$ _____

AGREEMENT

"FHSAA SOFTBALL FINALS" STATE CHAMPIONSHIP EVENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC. ("the FHSAA"), having its principal place of business at 1801 Northwest 80th Boulevard, Gainesville, Florida 32606, and [HOST ORGANIZATION], having its principal place of business at [street address, city, state, zip code] ("the HOST") for the conduct of the " FHSAA SOFTBALL FINALS" STATE CHAMPIONSHIP EVENT (hereinafter referred to as the "the Event").

The following terms and conditions mutually agreed upon shall apply:

1. Dates and Site. The Event shall be conducted on Monday – Saturday, May 10-15, 2010 and May 9-14, 2011 at [site] ("the Facility"). A pre-tournament coaches meeting shall be held on all semifinals days at the Facility or a site in close proximity. These dates shall be changed only by the FHSAA. Should any such change in dates occur, the HOST shall be given the right of first refusal to serve as host organization for the Event.

2. Format. The event will consist of 18 games – two state semifinal games and one state championship game played in each of 6 school classifications (6A, 5A, 4A, 3A, 2A and 1A). A total of 24 teams will advance to the event by winning their respective regional tournaments.

3. Host School/District. [Name of school or school district] shall serve as host [school or school district] for the Event.

4. Facility.
 - a. The Event shall be held at [name of facility and physical address].
 - 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 competition and warm-up fields, spectator seating areas, and media areas within the Facility shall be available for the exclusive use of the FHSAA from 3:00 p.m. (EST) Sunday preceding the Event through 11:00 p.m. (EST) each day of the Event or two hours following the completion of the last scheduled game of the day, whichever is later, for the duration of the event. During that period of time, the Facility will be clean and accessible and competition and warm-up conditions will be safe and of championship caliber. The HOST agrees that throughout the Event the 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 shall be provided as stipulated in the site proposal specifications for the Event (Appendix A).
 - e. Because the HOST is familiar with the Facility, grounds and equipment that it is providing for use in the Event, the HOST is in the best position to oversee safety preparations and inspections. Accordingly, the HOST agrees to perform such

preparations and inspections and to provide such Facility, 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 specifics to the FHSAA in writing as far in advance of the Event as reasonably possible. Receipt of any such notice shall not obligate FHSAA either to cure the conditions in question or to relieve the HOST of its legal duties with respect thereto.

- 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.
 - g. Representatives of the FHSAA staff will visit the site to review the Facility and space assignments. The arrangements made during the survey shall not be altered without approval from the FHSAA staff.
5. Administration. The Event shall be conducted under the general direction and supervision of the FHSAA Executive Director, subject to the controlling bylaws, regulations, and policies of the FHSAA. The FHSAA Softball administrator shall serve as event director and shall supervise all aspects of the competition during the Event, including matters pertaining to competition areas, warm-up areas, competitors and meet officials. The FHSAA communications department shall supervise all matters pertaining to the media operation, marketing and promotions, branding, facility decoration and appearance, festivities, and merchandising and licensing of the Event.

6. Management.

- a. 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, shall have significant experience in sports administration and event management, and shall be responsible for the filing of all necessary reports with FHSAA prior to and after the Event. The LOC at the HOST's expense shall provide all necessary personnel as required in the site proposal specifications for the Event (Appendix A), shall prepare an operations manual detailing all plans and procedures for the successful conduct of the Event, and shall take whatever other actions are necessary for the successful conduct of the Event.
- b. Representatives of the HOST, the LOC, the Facility and the 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.

7. 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.

8. Event Expenses.

- a. The HOST shall provide and be responsible for all Event expenses, including (but not limited to) Facility and equipment rental, Facility preparation, maintenance and maintenance personnel, insurance, ushers, ticket sellers, ticket takers, pass gate attendants, official scorer, public address announcer, police and security, promotion, publicity, advertising, meetings, hospitality areas and staff, medical/training areas and staff, press areas and staff, and any other expenses relating to the Facility, equipment, personnel and services as required in the site proposal specifications for the Event (Appendix A).

- b. The FHSAA shall provide and be responsible for all expenses relating to the contest officials, team and individual awards, souvenir program, official event logo, FHSAA signage and field stencils, and credentials.

9. Financial Arrangements.

[The financial arrangements between the Host and FHSAA will be detailed here.]

10. Financial Report and Payment. 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 and a check payable to the FHSAA representing its share of the Event Receipts. Should the HOST fail to meet this 30-day period, it shall pay a penalty of two (2) percent of the total amount due the FHSAA. An additional two (2) percent penalty shall be accrued for each subsequent 30-day period that the HOST is delinquent in filing the financial report form and making payment of the FHSAA's guarantee sum.
11. Determination of Participants. 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.
12. Participant Expenses. Schools shall be responsible for the transportation, lodging and meal expenses of their qualifying competitors and coaches.

13. 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 the Event, unless changed by the FHSAA in consultation with the HOST, shall be \$8.00 per session. Any special ticket package programs or promotions developed by the HOST shall be approved by the FHSAA.
- c. 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, including event staff and personnel, concessionaires and approved merchandise vendors, contest 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. School resource officers or other law enforcement officers escorting qualifying teams, 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 team 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.
 - (4) All credentials shall be distributed at the Facility during the Event by the HOST.
- f. 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.

g. 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 and the pass number (if applicable) on pass gate log forms or electronically by means of software provided by the FHSAA. The HOST shall submit to the FHSAA the pass gate log forms or software printout with the financial report for the Event.

14. Corporate Partnership and Sponsorship.

a. The FHSAA is under contract with a marketing company that administers a corporate partner/sponsor program on the FHSAA's behalf. The FHSAA, its marketing company and its corporate partners, which are identified in Appendix B, 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 excluding 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.

15. Property and Media Rights.

- a. The Event and all festivities and activities associated with the Event, including the official results of the Event, are the sole property of the FHSAA. The HOST shall not reproduce, market or otherwise distribute or publicly display said properties, except as set forth herein, 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 television 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 the 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 holders as needed. The Facility shall not charge the 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 permits still cameras and handheld video cameras to be used by spectators at the Event so that they may record the Event 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 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.

16. Protected Marks. "Florida High School Athletic Association", the FHSAA logo, the letters "FHSAA", the phrases "FHSAA Championships" and "FHSAA 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.

17. 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, media, merchandising and other rights that have been sold and shall involve the local authorities in its efforts.

18. 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 the LOC, 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 [specified deadline].

19. 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, or tobacco products 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.

20. Promotions.

- a. "FHSAA Softball 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.

21. 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 has disclosed to FHSAA a list of the permanent, fixed signage existing in the Facility (Appendix C). FHSAA acknowledges and accepts that this signage, regardless of whether it promotes companies that conflict with existing or future FHSAA corporate partners, shall appear in the Facility during the Event. Should, however, during the Term of this Agreement the signage within the Facility be

changed to promote companies other than those listed in Appendix C, FHSAA shall have the right to require such signage be covered during the Event.

- c. The HOST and Facility shall not permit any company, organization or group 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 approval of the FHSAA.
 - d. 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.
 - e. 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.
22. Medical Procedures. The HOST shall ensure, for the Event:
- a. The presence of 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. The presence of an automated external defibrillator in close proximity to the competition area;

- d. 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
 - e. A thorough understanding by all affected parties, including the leadership of participating teams, of the personnel and procedures involved.
23. Media Arrangements.
- a. The HOST shall make the arrangements for the press area as required in the site proposal specifications for the Event (Appendix A) including the provision of adequate telephone outlets, copy machine, high-speed Internet connectivity if available and other necessary equipment for the efficient operation of the press area.
 - b. The HOST shall provide hospitality for members of the media during the Event.
24. Hospitality. The HOST shall make arrangements for 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 representatives and credentialed guests.
25. Housing.
- a. The HOST 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. Each school qualifying participants to the Event shall be responsible

for making the housing arrangements for its participants and other members of its official traveling party.

- b. The HOST, upon consultation with the FHSAA, shall determine an official headquarters hotel and obtain the best rates possible. [Terms and conditions related to room blocks and complimentary rooms provided to FHSAA, if applicable, inserted here.]

26. Awards. Official team and individual awards shall be provided by the FHSAA and shipped to 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. No additional awards are to be presented in connection with the Event, except recognition or appreciation awards may be presented to organizations or individuals that have contributed to the development and/or management of the Event. Any such presentations must be separate from and cannot occur in sequence with the presentation of the official awards.

27. Mementos. The FHSAA shall provide to each participant in the Event (student-athletes, coaches and officials) a commemorative certificate. Additional mementos that the HOST may provide to participants shall bear the official event logo and be approved by the FHSAA. 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. The FHSAA shall waive any licensing and royalty fees that normally would be assessed.

28. Staff Apparel. Apparel issued by the HOST to be worn as a uniform during the Event shall be purchased from the FHSAA's official merchandiser unless donated by another supplier. In either case the uniform apparel shall be affixed with the official event logo and approved by the FHSAA. The supplier shall secure a restricted license from the FHSAA to reproduce FHSAA marks for this purpose. The FHSAA shall waive any licensing and royalty fees that normally would be assessed. Facility employees, if not attired by the HOST, shall wear their employer-issued uniforms.

29. 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 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 shall furnish to the FHSAA a certificate of insurance showing such coverage. The FHSAA must be named as an additional insured on the certificate of insurance. 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 manner 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 HOST to be sued by third parties in any manner arising out of any contract.
30. 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.
31. 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.
32. 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.
33. 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.

34. 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 discretion by the FHSAA to cancel, then each party agrees to incur all its own expenses and bear all its own costs 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.
35. 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 written notice thereof, the other party shall have the right to terminate this Agreement and/or to exercise any and all rights and remedies provided by law or in equity.
36. Severability. In case in 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.

37. 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 hereinabove written, or to such other address as the party may have subsequently furnished in writing to the other for this purpose.
38. 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, including reasonable attorney's fees and costs whether incurred before suit is filed, during trial court proceedings, arbitration proceedings, appellate court proceedings, or any other proceedings.
39. 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.
40. 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.

41. 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.
42. 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.
43. Assignment Precluded. This Agreement may not be assigned or transferred in whole or in part without the written consent of the FHSAA.
44. Captions. Titles or captions of sections or paragraphs contained in this Agreement are intended 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.

45. 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.

46. Final Approval. This Agreement shall not be binding upon the FHSAA unless and until it is duly executed by the FHSAA Executive Director.

47. 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.

48. Survival. The terms and conditions of this Agreement necessary to protect the rights and interests of FHSAA in the Event including, but not limited to, the HOST's obligations under Sections 9, 10 and 29, shall survive the termination or expiration of this Agreement.

49. 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.

50. Miscellaneous. When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural.
51. Authority. The HOST and the FHSAA, having accepted this Agreement, including its terms and conditions and all amendments, attachments and appendices 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

[NAME OF HOST ORGANIZATION]

By _____

[Name, Title of authorized signatory]

ATTEST: [if applicable]

By _____

[Name, Title of witness]

FOR FHSAA

FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC.

By _____

Dr. Roger Dearing, Executive Director