

**OHIO HORSESHOE PITCHERS ASSOCIATION
OHIO STATE HORSESHOE PITCHING CHAMPIONSHIPS
TOURNAMENT CONTRACT FOR YEAR _____**

This contract is entered into by and between the Ohio Horseshoe Pitchers Association, party of the first part, hereinafter called the "OHPA" and _____ party of the second part, hereinafter called the "HOST". In consideration of the Articles contained herein, whereas such shall govern the terms, conditions and needs of the 20_____ Ohio State Pitching Championships Tournament, the parties hereby agree and accept the following:

ARTICLE I - BID OFFER (minimum of \$1500.00 as per Ohio By-laws)

For a total cash bid of \$_____, the OHPA hereby authorizes the HOST to hold the Ohio State Horseshoe Pitching Championships Tournament. The location of said event shall be _____. This sanctioned event will be held over Labor Day weekend, with a starting date of ____/____/_____ and concluding approximately two days later depending upon the total entries, available facilities and possible weather delays. This bid must be in the hands of the OHPA Secretary/Treasurer by the 15th of March, two years in advance.

ARTICLE II - FINANCIAL PAYMENTS

The Host shall make three payments to the OHPA totaling the full bid amount. Payments made by the selected HOST are non-refundable. Any interest earned is OHPA retained. The three payments shall be made by the following schedule: (1) 1/3 with the bid; (2) 1/3 by December 31st of the year the bid is accepted; and (3) 1/3 by June 30th, one year prior to the tournament date.

In the event that the bid is not accepted by the delegates at the Ohio State Convention, the deposit will be returned.

In the event the HOST fails to meet any part of the above payment schedule, the OHPA shall consider the HOST to be in default at which time all previous payments shall be forfeited to the OHPA without recourse. The OHPA then has the option of moving the tournament to another site with a new Host. If a new Host is not found, the OHPA may elect to stay at the site per Article I above and the Host signers of this contract as individuals and/or the organization they represent shall remain legally responsible for any unpaid balance of this contract.

ARTICLE III - GENERAL SALES POLICY

Prior to the Ohio State Pitching Championships, the OHPA executive council shall select a NHPA game-related sales distributor to sell game-related products at the tournament site during the tournament. This distributor will provide display tables and maintain their sales area at a site convenient to the courts. No other individuals or organizations including the HOST shall be permitted to sell similar game-related products on or near the tournament site unless by prior agreement with the OHPA. The HOST shall police the area for any such violations. The HOST

shall have sole control over the sale of souvenirs and all other concessions not otherwise related to the OHPA.

ARTICLE IV - PARTICIPATION

All participants must hold NHPA membership cards and/or otherwise be deemed eligible according to the tournament policy and entry guidelines as established by the NHPA. All tournament entry or participation fees charged shall be established by and become the property of the OHPA to be used at their discretion.

ARTICLE V - ADMISSIONS AND RISK

The HOST may collect an admission charge from all but OHPA Officers, designated tournament officials, workers, contestants, sponsors or the media. Official passes shall be issued by the HOST to the above and others of choice. Immediate family members of the above shall not be charged admission of more than \$1.00 per day, \$5.00 maximum for the event. The general public may be charged any reasonable admission set by the HOST. The back of each admission ticket shall be printed as follows: "ASSUMPTION OF RISK - Ticket holder assumes all risk and danger incidental to the sport of horseshoe pitching and attendance at this event and further releases the OHPA, HOST, participants and all agents thereof from any and all liabilities resulting from any incident, accident or cause for same."

ARTICLE VI - LIABILITY

Neither the OHPA nor any Officer shall be held liable for any damage to the facilities, grounds, courts or for personal injury to individuals during said tournament. Any claims for such shall be the responsibility of the HOST or guilty party. The HOST shall provide all liability insurance that may be required above and beyond the \$2,000,000 NHPA General Liability policy.

ARTICLE VII - ADVERTISING/SPONSORSHIPS

Both the OHPA and HOST may solicit and accept advertising and sponsorship money. Each is entitled to 100% of their sales. The OHPA and HOST or agents thereof shall communicate closely on all aspects of fund raising to ensure suitability and cooperation of sponsors. Funds obtained from National sponsors who sign multiple year agreements with the OHPA are not subject to revenue sharing with subsequent tournament hosts unless the OHPA agrees.

ARTICLE VIII - TELEVISION AND OTHER VIDEO TAPING

The OHPA shall have exclusive rights of negotiation and distribution of all television and video-taping of tournament play and for programming contracted with networks or agents for the purpose of local, state or national viewing or sale or resale for profit, unless otherwise assigned by written agreement.

ARTICLE IX - THE HOST SHALL PROVIDE OR ARRANGE FOR, WITHOUT CHARGE

1. If outdoors, a minimum of 18 in-ground, clay courts sanctioned by the NHPA complete with solid pitching platforms, full walkways with marked foul lines, backstops, protective barriers, scoreboards and chairs. If the HOST elects to use portable courts and scoreboards owned by the OHPA (should they become available in the future) there may be a negotiated rental fee, and the HOST shall be responsible for all costs related to transporting these items to their site and for returning them to the storage facility. The HOST shall also locate and provide clay and temporary fencing for all portable courts, handle the set up, breakdown and reloading of courts.

2. All paint necessary for the stakes and one shovel and watering container for every two courts. Brooms shall be available as well as a cover for every pit. The HOST shall have an on-site work party of at least two people during all playing time for general assistance, emergency maintenance and a crew for court area sweeping and clean-up at the end of each pitching day.

3. A secure facility with adequate free parking for contestants, adequate lighting for night pitching, fencing or protective barriers around the courts, spectator bleachers, water fountains, public restrooms, food/drink concessions and a means for contacting qualified emergency medical assistance during all pitching hours.

4. A minimum of 160 square feet of work space for the Tournament Committee, contiguous to the tournament courts and with at least a covered roof. All necessary tables and chairs for this area shall be included as well as lighting and electrical outlets for computers, printers, etc. A public address system shall be located in or near this work area from where the courts can be viewed. This address system should be audible over the entire pitching, concession and spectator areas.

5. A suitable location for the annual OHPA Convention, a meeting of delegates and the OHPA Executive Council with seating for at least 100 members plus a head table and seating for seven, a podium, a public address system with at least one microphone and an American flag.

6. A bulletin board at least 4' by 8' in size for the posting of Class results, announcements, etc.

7. An Ohio State Horseshoe Pitching Championships Program to be developed with the cooperation of the OHPA Executive Council and to be provided at no charge to each contestant upon sign-in at the tournament. This program may include general information about what to see or do in the area, paid advertisements, coupons from local businesses, etc. The OHPA shall be allotted up to four pages of space in this program, without charge, for State Tournament information including the tournament pitching schedule, Ohio State Pitching Records, OHPA Hall of Fame members, etc.

8. Arrange with a local newspaper to print daily and/or final tournament results.

ARTICLE X - THE OHPA SHALL:

1. Format and direct the tournament, handling all entries, fees and seeding.

2. Develop, print and mail the pitching format and schedule to all entrants.
3. Develop, fund, and provide the tournament prize list and all trophies. This funding will come from the Host bid, Tournament Entry Fees and any Sponsorship secured by the Executive Council.
4. Provide or rent locally, all needed computer and printer equipment and secure all office help.
5. Pay all costs related to the OHPA Convention and Special Awards.
6. Purchase and provide name tags, score sheets and needed office supplies.
7. Provide a qualified judge and judging tools for all classes during the tournament. All NHPA rules shall be enforced during the tournament.

ARTICLE XI - STIPULATIONS AND OPTIONS

Due to differences involved between locations and HOSTS from one year to the next, certain special need or exceptions to this contract may be required by either party. Such needs or exceptions as agreed to be listed here. All conditions not outlined in this contract, but contained in the NHPA rules and By-laws, or in the recently adopted Ohio By-laws, shall apply here.

**OHIO HORSESHOE PITCHERS ASSOCIATION
OHIO STATE HORSESHOE PITCHING CHAMPIONSHIPS
TOURNAMENT CONTRACT FOR YEAR _____**

This contract is entered into on behalf of the OHPA (2 signatures) and HOST (2 signatures) by:

Signature	Name/Organization/Title	Date
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Original STC form, Jan 2002
Revised 3/09