



Alberta Fencing Association

2021/22 LOCAL HOST

AGREEMENT

Provincial Cup Series and Provincial Championships

This Agreement is hereby made and entered into on this ____ day of _____, 2021/2022, by and between

Alberta Fencing Association
(hereby referred to as "AFA")

and

(hereby referred to as "Local Host")

Together, the AFA and _____ constitute the "Parties" to the Agreement.

WHEREAS the AFA represents and warrants that it owns and has the exclusive right to produce the event known as the _____ (herein also referred to as "Tournament").

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and the parties agree as the follows:

1) Governing Law

- a) This Agreement has been entered into in the Province of Alberta and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the Province of Alberta.

2) Term and Termination

- a) The term of the Agreement shall commence and be effective upon the execution and shall expire on _____ (MM/DD/YY), unless otherwise terminated in accordance with the Agreement.
- b) This Agreement will terminate immediately in the event that either party becomes insolvent or bankrupt or if either party takes advantage of any legislation for protection of insolvent debtors, or goes into liquidation, either voluntarily or under an order of a court.
- c) Upon termination of this Agreement by either party, the AFA and Local Host shall discontinue all uses of each other's property, shall not in any way refer to its relationship with the other party, and shall not conduct its business in any manner or by using any name that might tend to give the general public the impression that it is, directly or indirectly associated with the other party. Upon termination of this Agreement neither party shall have liability to another except in respect of consideration owing under the terms of this Agreement up to the date of effective termination.

3) General

- a) Each of the sections in this Agreement herein is a separate term and condition,

and is intended to stand alone. Should any provision of this Agreement be held to be invalid, all other provisions will remain in effect and are enforceable by the parties.

- b) The legal interpretation of the substantive portions of this Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada, applicable therein.
- c) This Agreement is for the benefit of, and binding upon the parties hereto, and their successors and assigns.
- d) This Agreement constitutes the entire Agreement between the parties and supersedes any prior written or oral agreements between the parties and may not be amended except in writing signed by both parties.

4) Standards of Conduct

- a) The Local Host understands and agrees that the Tournament will be considered an AFA event, executed with the support of the Local Host.
- b) As the Local Host's event organizers, staff and volunteers will be perceived to be AFA organizers, staff and volunteers, the Local Host agrees that its organizers, staff and volunteers will conduct themselves and administer the Tournament according to the highest ethical standards.
- c) The Local Host's organizers, staff and volunteers are not AFA employees and are not covered by AFA liability or workers compensation insurance. Local Hosts may secure their own insurance for their own staff and volunteers. Referees hired by the AFA or Local Host are covered by the AFA Membership.

5) Indemnification

- a) The Local Host agrees to release from responsibility and waive all claims against the AFA and any other parties connected with the AFA in any way, or person, singly or collectively, for any blame or liability, demand, injury, harm, loss of property, or damage sustained as a result of participation in the Tournament and activities associated therewith.
- b) The AFA fully accepts and assumes all risks and all responsibility for losses, costs and damages incurred as a result of its organization of the Tournament.

6) Representations, Warranties and Indemnities

- a) Each party warrants that it has the right and capacity to enter into this Agreement and fully perform all its obligations hereunder.
- b) Other than set out herein, neither party makes any presentations or warranties of any nature whatsoever, where expressed or implied
- c) Each party shall define and hold the other party, its officers, directors, employees and attorneys harmless against any and all claims, demands, clauses of action and judgments (including reasonable legal fees and disbursements), resulting from any claim, action or proceeding arising from a breach of any of the warranties made by the breaching party.

d) Neither party is responsible for a failure to fulfill its obligations under this agreement for

delay in doing so if such failure or delay is due to circumstances beyond its control such as, but not limited to, acts of God, acts of government, terrorism, war, riots, strikes or accidents in transportation. The parties agree to immediately provide notice of any such circumstance and undertake to restore the status quo as soon as feasible.

7) Logo Usage Rights

- a) The AFA shall have the right to use the Local Host's trademarks, logos and symbols in any/all event-specific marketing materials, website and communications to identify the Local Host as a partner of the event.
- b) The Local Host shall have the right to use the AFA's trademarks, logos and symbols in any/all event-specific marketing materials, website and communications to identify the AFA as the owner of the event. See Appendix B.
- c) The Local Host shall have no right, title or interest in the AFA property except to use the same in the manner set out in this Agreement.
- d) The Local Host shall use the AFA's property faithfully and accurately represent the AFA event in accordance with standards established by the AFA.
- e) The Local Host agrees that the AFA retains the right to monitor the use of AFA trademarks, logos and symbols. The Local Host will cease use of said property should the AFA determine the use inappropriate.

8. Provision of Event Support & Remuneration

The Local Host shall execute all deliverables as outlined in Appendix A. In doing so, the AFA commits to providing the Local Host with a payment of \$_____.

9. Release of Liability

The AFA expressly releases the Local Host from any liability and financial obligations related to hosting the AFA event.

IN WITNESS WHEREOF the parties hereto have executed this Agreement
effective this _____ day of _____, 2021/22.

HOST: _____

Date: _____

Name (Position): _____

Signature: _____

ALBERTA FENCING ASSOCIATION

Date: _____

Name (Position): _____

Signature:  _____

Appendix A - Local Host Deliverables

As per this Agreement, the Local Host agrees to actualize the following deliverables:

Venue Liaison

The Local Host will work closely with the AFA and the competition venue to ensure all needs are met to successfully execute the event.

Catering

The AFA requests assistance from the Local Host with catering requirements for the event. This can take one of the following forms:

- Recommendation of local preferred catering vendor; or
- The Local Host may offer to cater the event themselves and charge the AFA accordingly. This can be discussed further for clarity.

Staffing of Volunteer Positions

The Local Host will assemble a group of volunteers to fill the following positions:

Position	Day	No.	Description
Equipment Transport	3 weeks before event	1	<ul style="list-style-type: none">• Fill out the Equipment Request form with information regarding location/day/time of equipment delivery• Meet with driver and help facilitate the delivery of equipment and return to AFA storage
Setup	Friday	12+	<ul style="list-style-type: none">• Move any necessary materials down to the field of play.• Clean and prepare the field of play.• Move large tables and chairs into position.• Possibly help equipment vendor/supplier unload.• Layout strips and boxes according to design.• Attach grounding cables from the strip to the box.• Layout power cables and ensure runways are safe to travel.• Final Clean up installation materials. <p>Estimated time 3 hrs</p>

Position	Day	No.	Description
Check In	Saturday Sunday	2 2 2 2	<ul style="list-style-type: none"> Greet participants and verify details for events and check into event management system. <p>Full day support</p>
Armoury *Should you have volunteers trained. The AFA will be sourcing open positions as required.	Saturday Sunday	1-2 1-2 1-2 1-2	<ul style="list-style-type: none"> Work in conjunction with the head armourer(s) in the testing and certification of the event. Test masks, lame and body cords Help maintain a clean venue environment Maintain an equipment inventory of any equipment provided. <p>Full day support</p>
Officials Support	Saturday Sunday	1 1 1 1	<ul style="list-style-type: none"> Maintain the break area for the officials Ensure that coffee/tea and juice is stocked Clean up when required Put out food and monitor area <p>(freeloaders) Full day support</p>
Event takedown	Sunday	12+	<ul style="list-style-type: none"> Starting on the Sunday of the event Clean up and sorting of scoring equipment and packing for transport <p>4 hours estimated</p>
Venue cleaners	Saturday Sunday	1-2 1-2 1-2 1-2	<ul style="list-style-type: none"> Primarily in the morning and end of day clean and restage the venue in preparation for competition Occasionally during the day venue cleanup and restaging maintaining look and feel
Equipment Dispatch	Monday	1	<ul style="list-style-type: none"> Ensure and help facilitate driver with the pickup and return of equipment to AFA storage location

Appendix B - Alberta Fencing Association Deliverables

As per this Agreement, the Alberta Fencing Association agrees to actualize the following deliverables:

Tournament Registration

The AFA will work closely with the Local Host to set up the tournament registration and provide access to the Local Host to prepare tournament schedule accordingly based on numbers. The AFA will be in charge of collecting fees for tournament registration, while the Local Host will be in charge of coordinating refunds, which will be disbursed by the AFA afterwards..

Officials

The AFA will compile and keep track of an up to date list of certified officials that will be provided to the Local Hosts for contact. The AFA will initiate an availability survey at the beginning of each tournament season to gather information of officials' interest and disperse this information to Local Tournament Hosts in which they will be responsible for following up with those that expressed their availability for their chosen event.

Remuneration

The Local Host shall execute all deliverables as outlined in Appendix A. In doing so, the AFA commits to providing the Local Host with a payment listed in Point 8 of the Agreement.

Appendix C

Alberta Fencing Association Logo Usage Guidelines

A. Trademark

The trademark of the Alberta Fencing Association is a blue outline of the province of Alberta with an individual inside the outline holding a sword outside of the outline, the words “Alberta Fencing Association” to the right-hand side.

Graphic and color requirements are as designed below.

This trademark must never be amended, altered, added to, or changed in any way whatsoever.

All Federal, Provincial and Municipal legislation will be adhered to in the use of trademark, certification marks, logos and symbols.



Light Blue Background in Social Media Icons: #00c6ff

Dark Blue background on Website: #15203d

Blue in Logo: #197ffa