

**2011 Florida Federation of Colorguards Circuit
Show Host Contract**

Date of Event:

Contest Name:

Name of Sponsoring Unit or Organization:

Show Host Contact Name:

Mailing Address:

Phone Number(s):

Email Address:

Name of Contest Facility:

Address:

This Show Host Contract (the "Contract"), effective as of **Date, 2011** (the "Effective Date") is entered into by and between **Florida Federation of Colorguards Circuit** ("FFCC"), a Florida non-profit corporation and the **Host Name** (the "Show Host") and each of their successors and assigns. For the good and valuable consideration recited herein, the receipt and sufficiency of which are hereby acknowledged by the FFCC and the Show Host, the parties, intending to be legally bound, agree as follows:

1. FFCC Contest Responsibilities

a. To provide the following contest staff:

- i. Contest Director
- ii. Head Tabulator
- iii. Announcer
- iv. Sound Person
- v. Digital Media Person

The announcer and sound person may be combined into one position at the discretion of the FFCC.

b. For color guard contests, to provide a panel of six (6) judges in the following captions:

- i. Two (2) General Effect
- ii. One (1) Ensemble Analysis
- iii. One (1) Individual Analysis Movement
- iv. One (1) Individual Analysis Equipment

**2011 Florida Federation of Colorguards Circuit
Show Host Contract**

v. One (1) Timing and Penalties

One of these judges will be designated as the Chief Judge for the color guard portion of the show.

- c. For percussion contests, to provide a panel of four (4) judges in the following captions:
- i. One (1) General Effect
 - ii. One (1) Performance Analysis
 - iii. One (1) Visual (not required for concert units)
 - iv. One (1) Timing and Penalties

For contests with both color guard and percussion units, one or more judges may be used for both contests at the discretion of the FFCC Chief Judge. One of these judges will be designated as the Chief Judge for the percussion portion of the show.

- d. To pay the airfare for all judges when required.
 - e. To provide a liability insurance policy.
 - f. To pay the Broadcast Music Inc (BMI) and The American Society of Composers, Authors and Publishers (ASCAP) copyright clearance fees for all performing unit's use of live and mechanical music during a FFCC sanctioned Contest. This coverage does not include any performances of music held before or after the Contest portion of the Show.
 - g. To contract for all commercial non-food vendors that provide goods or services at a FFCC sanctioned Contest. The FFCC, at their discretion, may assign the rights to contract with a non-food vendor to the Show Host.
 - h. To provide a sound system. The sound system will have a CD player and an adapter to connect to an mp3 player and will not have the ability to play a cassette or reel-to-reel tape.
 - i. To provide all necessary judging supplies including but not limited to score sheets and digital recorders.
2. Show Host Responsibilities
- a. To provide to the Regional Contest Coordinator at least thirty (30) days prior to the contest the following information for posting to the FFCC website.
 - i. Accurate directions to the contest site from all directions. **Required**
 - ii. A diagram of the show site showing parking (bus, equipment vehicle and spectator), unit check-in, warm-up area or rooms (color guard and percussion), prop staging and competition area. **Required**
 - iii. A diagram of the competition area with appropriate entrance and exit doors clearly marked (indicate if doors are single or double wide). **Required**
 - iv. Included in the above diagram or an additional diagram, show the competition time line for assisting floor folding and if the exit is to the outside. If a floor covering is used, indicated the size and color of the floor provided. **Required**

**2011 Florida Federation of Colorguards Circuit
Show Host Contract**

- v. The above diagrams can also include concessions, restrooms, dressing areas, judge's and director's rooms and any other information that would assist units and spectators. **Optional**
 - vi. Information on ticket prices and concessions. **Optional**
 - vii. Any additional information you want posted for your contest. This information may include admission prices and concession items. **Optional**
- b. To provide all the necessary adults and students to handle the physical running of the Contest to include the following minimum personnel:
- i. One (1) adult for Unit check-in
 - ii. One (1) adult for the unit entrance door to the competition area
 - iii. One (2) adults to assist Head Tabulator in the tabulation of scores
 - iv. One (1) adult or student for unit exit doors from the competition area
 - v. One (1) adult or student to run tape recorders and sheets between the judges and the tabulation room
 - vi. One (1) adult or student for the spectator entrance and exit doors to the competition area
 - vii. One (1) adult or student for each warm-up area
- c. To pay the invoice, presented by the Chief Judge, at the contest that will include the judges and Contest Director fees and housing costs. Unless arranged prior to the contest date with the Chief Judge, the following hotels will be used:
- i. Jacksonville – **TBD**
 - ii. Orlando – **TBD**
 - iii. Tampa – **TBD**
- d. To provide ground transportation between airport, hotel and contest site for any WGI or non-FFJA judge assigned to their show.
- e. To provide a meal for judges and contest staff when the contest is scheduled for four (4) or more hours. The contest scheduled time is calculated starting one (1) hour before contest start time to one (1) hour after retreat start time. Water and other beverages will be made available to judges and contest staff during the contest. Additional meals and snacks can be provided at the discretion of the Show Host.
- f. To provide all the necessary trophies for competition. All trophies must meet the following minimum height:
- i. First place - 16"
 - ii. Second place - 14"
 - iii. Third place - 12"
- This measurement is the total height, from the bottom of the base to the top tip of the trophy. Please be aware that ties can occur and arrange with your trophy provider to accommodate this. Certificates for evaluation class will be provided by the FFCC.
- g. To provide five (3) tables at least 5' in length and 3' in width for the sound system and trophies.

**2011 Florida Federation of Colorguards Circuit
Show Host Contract**

- h. To provide a room for the judges meeting and critique that is within reasonable distance to the Performance Area as possible with (3) tables at least 5' in length and 3' and 15 fifteen chairs.
 - i. To provide a room for tabulation and digital media that is as close to the Performance Area as possible with (2) tables at least 5' in length and 3'.
 - j. To provide power for a speaker on both back corners of the competition area, for the sound system and the tabulation room. If you are hosting a percussion contest, power is required to be available at both the front and back center line of the competition area. Power at the front center line for color guard contests are requested but not required.
 - k. To provide contest and warm-up schedules for use by contest and show host staff. These will be available to download from the FFCC website 9 days prior to the contest.
 - l. If a floor covering is required by the facility, the Show Host must provide a floor for units which do not use one. If you are hosting a percussion show it is highly recommend that the Show Host provides a floor covering for both the competition area the areas where the units will enter and exit the competition area.
 - m. To provide adequate women and men's restrooms and changing facilities.
 - n. To provide up to seven (7) free passes for each participating Unit.
 - o. To designate an area for FFCC contracted vendors. The Regional Contest Director will assist the show host in determining location and space requirements.
 - p. To notify, at least one hour prior to the start of the show, the Regional Contest Director of any units dropping or adding to the contest schedule.
3. Failure to Meet Responsibilities of Contract
- a. Failure on the part of either party to fulfill their obligations will result in a violation of the contract and the party responsible for the violation will be held accountable for any and all expenses required to rectify the violation. Further, any violation of the contract by the Show Host will authorize the FFCC to seize any admission fees to ensure payment of all expenses and other financial obligations expect for the conditions listed below.
 - i. If a full panel of judges or a contest director is not provided, the Show Host is only responsible for payment to those personnel that are provided.
 - ii. Should a Show Host fail to pay the invoice presented by the Chief Judge, the Show Host will pay a fine of \$100.00 payable to the FFCC. Any unit associated with that Show Host will forfeit their active status until such time as the FFCC judge's fees and fines are paid to the FFCC.
 - iii. If the FFCC has provided a sound system and due to technical problems the sound system is not usable, the FFCC's only responsibility is to pay any costs to obtain a replacement, if possible, without undue delaying of the contest. If a replacement cannot be

**2011 Florida Federation of Colorguards Circuit
Show Host Contract**

found, any sound system that can be borrowed from the Show Host or any unit will be used with no other financial penalty to the FFCC. The Contest Director will have final authority in determining the best action to be taken.

4. Indemnification

The Show Host shall indemnify, defend and hold harmless the FFCC, its members, officers, representatives, independent contractors, volunteers and employees from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with the Show Host's operation of the contest including but not limited to: any breach by the Show Host of any agreements, covenants, promises or other obligations; any violation or infringement (or claim of violation or infringement) of any law or ordinances or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; any libel, slander, defamation or similar claims resulting from the actions of Show Host; any harm or injury to Show Host's members, officers, representatives, visitors, volunteers and employees; and loss of or damage to property or the business or profits of Show Host, whether caused by negligence, intentional act, accident, act of God, theft, or otherwise excluding any such liability caused by the sole negligence of the FFCC, members, officers, representatives and employees. Under no circumstances shall the FFCC, its members, officers, representatives and employees be liable for lost profits, or other indirect, incidental, consequential or exemplary damages in connection with the Contest.

5. Observance of Laws

The Show Host shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the show facility.

6. Cancellation or Termination Of Contest

If, because of fire, strike, earthquake, war, construction or renovation projects affecting the Contest Facility, government regulation, disaster, disease, terrorism, interruption of transportation or communications, Act of God, or the public enemy, the Contest, or any part thereof, is prevented from being held or is canceled by FFCC in its sole discretion, shall determine whether to refund to the Show Host no more than its proportionate share of the balance of the aggregate fees received after deducting expenses incurred by the FFCC. In no case shall the amount of refund to Show Host exceed the amount of the fees paid. A change in name of the Contest is not a cancellation. The FFCC shall be entitled to cancel a Contest at any time for failure by Show Host to perform, meet or observe any term or condition set forth herein, and such Show Host shall not be entitled to any refund of any part of any fee or any other payment.

7. Show Host Cancellation

**2011 Florida Federation of Colorguards Circuit
Show Host Contract**

If Show Host desires to cancel this Contract, Show Host may only do so by giving written notice thereof sent to: FFCC, Secretary, P.O. Box 156 Apopka, FL 32704, by certified mail, return receipt requested and postage prepaid. In such event, the Show Host shall be liable for the following cancellation fees until notification has been received: As of the Effective Date of the contract, the Show Host will be responsible for all non-recoverable expenses incurred by the FFCC on behalf of the Contest. The parties understand that the withdrawal of this contest date from availability at a time when other parties would be interested in applying for it will cause the FFCC to sustain damages. The date of the cancellation shall be the date the FFCC receives the Show Host's notice.

The Show Host may cancel this Contract with no penalty, not later than 30 days prior to the contest date using the procedure above, a percussion contest if less than six (6) units have registered.

8. Entire Agreement

This agreement constitutes the entire agreement between the FFCC and Show Host and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. It shall not be amended, altered or changed except by a written agreement signed by the parties.

Please sign and return this entire document to the Contest Coordinator. In doing so you are stating that you have read the contract and know the subsequent penalties for failing to meet your responsibilities and agree to abide by the terms contained within.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

**Florida Federation of Colorguards
Circuit**

Host Name

By: _____

By: _____

Name: Mike Higbe

Name: _____

Title: FFCC President

Title: _____

By: _____

Name: George Gulliford

Title: FFCC Secretary

**2011 Florida Federation of Colorguards Circuit
Show Host Contract**

Note: This Contract is to be used for all contests except for the Colorguard Premier and Percussion Focus contests.

SAMPLE