



## **2009 ITA NATIONAL INDOOR INTERCOLLEGIATE TENNIS CHAMPIONSHIPS**

### ***SAMPLE AGREEMENT***

We are pleased that Host Institution (HI) has agreed to serve as the host site for the ITA National Indoor Intercollegiate Tennis Championships (EVENT), administered by the Intercollegiate Tennis Association (ITA), which will take place from November 5<sup>th</sup> through November 8<sup>th</sup>, 2009 and on similar dates in subsequent years.

The purpose of this letter is to serve as an agreement between the Intercollegiate Tennis Association (ITA) and Host Institution (HI) for the 2009 ITA National Indoor Intercollegiate Tennis Championships (EVENT).

#### **THE ITA AGREES TO THE FOLLOWING RESPONSIBILITIES:**

##### **ADMINISTER THE EVENT**

The ITA agrees to administer the EVENT; to select the singles and doubles field; to help make the seeds and the draw; and to oversee the actual event itself, in coordination with the tournament director (appointed by HI).

##### **PROMOTION & TOURNAMENT MANAGEMENT**

ITA will help HI with overseeing the promotion and tournament management of the EVENT. This will include the men's and women's singles and doubles championships, as well as consolation events.

##### **COMPLIMENTARY TICKETS/PASSES**

ITA, HI, and any title or co presenting sponsors will each have two complimentary sets of box seats (six seats per box). In addition, the ITA agrees to provide HI (50) complimentary tickets (or passes, if tickets are not sold) for each day of the EVENT. The ITA will also have a total of fifty (50) complimentary tickets for each day of the EVENT (if tickets are sold). In addition, if tickets are sold to the EVENT, all players in the EVENT will have a minimum of two complimentary general admission tickets per day; their coaches will be given special badges for the EVENT. The complimentary tickets provided for herein are applicable at all matches and shall be provided at no cost to the parties referenced herein, and shall not be deemed a part of the gate for gross revenue purposes.

**HOST SITE/INSTITUTION RECOGNITION**

The ITA agrees to provide HI with recognition of its role as host site in all ITA news releases and ITA publications. Similarly, HI agrees to provide the ITA and the EVENT with as much recognition as possible in its announcements and display and advertising and promotional materials.

**AIR TRAVEL**

The ITA agrees to cover the air travel arrangements for some of the players participating in EVENT. All such flights must be booked through the official travel management company of the ITA. The ITA will also help to administer the overall coordination of air travel for the remaining participants.

**SIGNAGE**

The ITA will determine all center-court and side-court signage for the EVENT, to be set up on court at its direction by HI. All labor costs for these set-ups as well as protecting the signage will be the responsibility of HI. No other signage may be used on-site without the advance written permission of ITA.

**TENNIS SHIRTS AND/OR T-SHIRTS**

The ITA will provide (at its expense) either tennis collar shirts or T-shirts for the participants in the EVENT, and T-shirts for the ball boys and volunteers.

**TENNIS BALLS**

The ITA will provide championship quality tennis balls (from the ITA official tennis ball company) for the EVENT, at its expense.

**WILD CARDS**

ITA will provide HI, as the host institution, one wild card entry into both the men's and women's singles and doubles championships. The wild card players must be from HI and must have the approval of the ITA.

**IDENTIFICATION**

ITA agrees to identify HI as the host institution of the Event, and to provide recognition of HI's role on the cover of its tournament program, as well as with appropriate editorial materials within this program. HI will be identified as host site and host institution in all ITA national news releases, posters, counter card materials, and display advertising (whenever possible).

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**HI AGREES TO PROVIDE THE FOLLOWING SERVICES TO THE ITA FOR THE EVENT.****SITE FEE**

HI agrees to pay the ITA a minimum site fee of \$35,000.00 (See Attachment A, Page 9). The ITA will receive a payment of \$20,000.00 by June 10, 2009. The balance of the \$15,000.00 will be paid to the ITA by September 10, 2009. In subsequent years, the same payment schedule would apply.

**TOURNAMENT SPONSORSHIP**

ITA & HI each has the right to secure title or co-presenting and/or associate sponsors for the EVENT. If the ITA secures a title sponsor, the Site fee paid to the ITA by the HI will be reduced to \$5,000.00 each year of the agreement. If HI secures a Title Sponsor for the event, the sponsorship fee must be a minimum of \$35,000.00 for the EVENT, and the written contract executed between the title sponsor and the ITA with the check made payable to the ITA. In this case, the HI site fee will be reduced to \$5,000.00 each year. The site fee monies will be due on September 10, 2009. For any monies above \$35,000.00 for the Title Sponsorship fee, the HI will receive 75% toward its expenses and the ITA 25% (see Attachment B, Page 10). Once HI expenses have been covered, the monies will be shared equally by the ITA and HI.

It will also be possible for the title sponsor to have title recognition for the all of the 17 ITA Regional Division I Championships (which serve as qualifying tournaments for the EVENT). In this case, if the HI secures the Title Sponsor, the sponsor must pay the ITA an additional \$25,000.00 (due the ITA by September 10, 2009). Any net profits of EVENT (after HI covers its tournament operating expenses) from sponsorship monies, ticket sales, and donations, will be shared equally by the ITA and HI.

In addition to sponsorship support, HI may generate additional revenues by charging spectators an admission fee (to be determined by HI in consultation with ITA). These monies will be applied to the operating expenses for the event. After all the host tournament-operating expenses have been covered (as itemized by HI), HI and the ITA will be entitled to share equally (50% to the ITA and 50% to HI) any net profit from the EVENT. All of the operating expenses listed as HI responsibilities are to come out of the gate revenue and monies from title, presenting and associate sponsorships, except where noted otherwise. Should there be a deficit, HI will be financially responsible for the balance.

**TOURNAMENT EXPENSES**

All expenses related to staging the EVENT incurred by HI which are detailed below or approved later in writing by the ITA will be considered tournament expenses, and will be categorized as such in the final financial report made by HI to the ITA.

**TENNIS COURTS****Facilities.**

HI will arrange for all necessary court facilities on indoor climate controlled courts from Wednesday, November 4<sup>th</sup> through Sunday, November 8<sup>th</sup>. It is expected that: a minimum of 6 courts will be necessary for practice on Wednesday morning, a minimum of 12 courts will be necessary for practice on Wednesday afternoon and evening; a minimum of 12 indoor courts (for competition and practice) will be required on Thursday and Friday (from

7 AM until Midnight); a minimum of 10 indoor courts will be needed from 7 am until 10 PM on Saturday; and 8 courts from 8 am until 5 PM on Sunday. The exact number of courts and times of court use will be mutually agreed upon by HI and ITA.

#### **Center Court.**

HI will provide a center court facility (to be mutually agreed upon by HI and the ITA). The center court will have courtside box seats for sponsors and VIP guests (if there is a title sponsor). The court facility charges includes the set up cost of the center court arena – all of which will be considered tournament operating expenses.

#### **Benches on Courts.**

HI will provide two sets of benches (or chairs) on each court for use throughout the event.

#### **SCOREBOARDS & SIGNAGE**

HI will provide scoreboards (listing players and their schools) at each playing site and on each playing court. The expense of the scoreboards (which must prominently display the ITA logo) or related costs will be paid by HI, and be considered as a tournament operating expense. HI will also provide at its own expense appropriate signage for the event, including any and all sponsorship signage, all of which must have the written approval of the ITA. The ITA will provide its own ITA banners for display on the feature court and other key areas at the facility, and also will provide signage for its national sponsors. All such signage must be put up by HI facility's staff at its own expense, but under the overall direction of the ITA and HI.

#### **TROPHIES**

HS will provide attractive plaques or trophies (at its expense) for all winners and finalists in the main draw, and for the winners in the consolation events. These trophies are to be considered as part of the tournament operating expenses.

#### **ITA WELCOMING DINNER**

HI agrees to host the ITA Welcoming Banquet for the ITA players, coaches, tournament staff, officials, and VIP guests. This dinner/cookout will take place on Wednesday evening, November 4<sup>th</sup>, on the eve of the tournament, with the exact site and timing to be mutually agreed upon by the ITA and the HI. The expense of the dinner/cookout will be covered by HI, as a tournament expense.

#### **PLAYER HOUSING/OFFICIAL TOURNAMENT HOTEL**

HI will provide private housing (upon request) for some of the players (singles and doubles) in the EVENT, and will also provide an official hotel (4 star quality) for the players, coaches, the tournament officials, and the ITA Staff. The hotel must be within a 20-minute drive of the HI facility. The ITA staff will receive 4 complimentary rooms at the official tournament hotel throughout its stay at the event.

#### **PLAYER GROUND TRANSPORTATION**

HI will provide information and help make logistical arrangements for ground transportation (for the tournament players) from the airport to tournament courts and the official hotel.

#### **RENTAL CARS**

HI will provide the ITA staff with three complementary rental cars (with complete insurance coverage included) from November 3<sup>rd</sup> through November 8<sup>th</sup>.

**MAINTENANCE & SECURITY**

HI will provide (at its expense) all necessary maintenance and security personnel for the EVENT. Security expenses will be part of the tournament operating expense budget.

**TOURNAMENT OFFICIALS**

HI will be responsible for arranging for the head referee, deputy referee, and tournament officials for the EVENT. The ITA will cover the fees and expenses for the referee and tournament officials, up to \$7,000.00. The officials must be USTA certified, and approved by the ITA). Volunteer score persons or USTA certified officials must be provided by HI for all matches throughout the championships. For the Championship matches of Singles and Doubles, there must be USTA certified officials as chair umpires, and linesmen and ball persons.

**TRAINERS**

HI will provide two trainers on-site throughout the EVENT from November 5<sup>th</sup> through November 8<sup>th</sup> (all expenses to be covered by HI, and to be considered operating expenses), and also have a qualified physician on call throughout the EVENT.

**LOCKER ROOMS**

HI will arrange to provide locker room facilities and amenities (including towels) and maintenance and security for all players, coaches, and officials throughout the EVENT.

**TICKET PACKAGES/SALES**

HI will be responsible for the sale of all tournament tickets and box seats, as well as patron and corporate packages, and will oversee the full accounting of all revenue and expenses. A complete statement (and check, if applicable) will be forwarded to the ITA by December 2, 2009. In subsequent years, the same schedule will apply.

**PLAYER/STAFF HOSPITALITY**

HI will set up a players' lounge at the tournament site and provide complimentary daily lunches and light refreshments for all the players, ITA coaches, tournament officials and ITA staff in this lounge throughout the Event. The expense of these refreshments will be considered a tournament operating expense.

**INFORMATION PACKAGE**

HI will provide each player and official a complete information package outlining facts and points of interest in the area and information about the Event.

**COACHES MEETING**

HI will arrange for a complimentary meeting room (to accommodate approximately 100 people) immediately following the ITA Welcome dinner/cookout for the mandatory ITA Coaches Meeting.

**MEDIA SUPPORT**

HI agrees to provide the ITA with media support for pre-tournament publicity for the EVENT, as well as on-site coverage of the tournament itself. HI will make its best effort to have cooperation from the local newspaper as well as the main TV stations. HI will have at least one media person on-site from the host institution SID office compiling clippings and information generated by the EVENT, and assisting with all media aspects in general. HI will provide copy machine, fax machine, three dedicated media phone lines, and work area from Wednesday, November 4<sup>th</sup> through the finals

on Sunday, November 8<sup>th</sup>. There will also be a minimum of two special tournament telephone lines at the tournament desk (at the expense of HI).

### **TOURNAMENT PROGRAM**

HI agrees to publish a tournament program, at its expense, with a minimum of twelve pages for the event. ITA will receive four editorial pages within this program, for which it will provide the copy. All revenue produced from the program will go towards the cost of the program and any remaining monies towards the site fee. All advertising in this program must have the written approval of ITA. It is understood that if there is a title sponsor, the sponsor will receive a complimentary full page black and white ad on the back cover of the program. It is further understood that Wilson Sporting Goods and one other designated ITA national sponsor will each have a complimentary full-page black and white ad inside the program. In addition, ITA will have the right to three other discounted display ads throughout the program. ITA reserves the right of final approval of any of the editorial and advertising content of the program. ITA must be shown both the proof of the tournament program, as well as the final blue-line and must give written approval of both. HI also agrees to print a daily up-to-date draw sheet throughout the tournament. The expense of both the programs and the daily updates will be considered as tournament operating expenses.

### **MEDIA TRADE-OUTS**

HI will make its best efforts to provide the ITA with as many media trade-outs as possible to publicize the EVENT. These trade-outs will include, if possible, television, radio and newspapers. HI will have the option to arrange for local media to serve as the local presenting sponsor of the ITA Championships, but must have the written approval of the ITA for such an arrangement.

### **TELEVISION**

HI will help the ITA make every effort to secure national television coverage, or local cable coverage if national is not possible. The ITA will have the sole exclusive rights to, control over, and benefits from all forms of broadcasting, including television, radio transmission, telecasting, video taping and video reproduction and broadband web TV transmission of this event.

HI shall provide reasonable access to the site and adjacent facilities to the broadcasters. Specifically, subject to prior approval by HI, these broadcasters may, at their own cost and expense, install on the premises, operate, maintain and remove such broadcasting and associated production equipment as they may require (including cameras, cables, platforms, announcer booths, sound equipment, graphic units, microphones and lighting) and shall have the right to utilize their own employees and/or employees of their contractors for such activities without being required to utilize and/or pay any employees of HI or their contractors in connection with such work, except as such work or activities may be governed by applicable preexisting contracts by or with HI and their employees or third parties. HI will designate an area for the broadcasters to use as a compound for its affiliates and equipment. The costs of fencing, walkways, utility connections and other items connected with the maintenance and functioning of such compound will not be the responsibility of HI, but will be the responsibility of the broadcasters.

### **DISPLAY MATERIALS**

HI will have the option of designing and producing display material for the EVENT, including flyers and tickets (if sold). It is understood that HI must have written approval by the ITA of all of this material before it is printed. Such display material will be considered as operating expenses.

**SOUVENIRS**

ITA and HI will have the right to sell souvenir items at the Event. Revenue from such souvenirs shall be considered part of the overall tournament revenue. Any and all souvenirs as ITA determines shall be sold or distributed at the championships shall contain the name and logo of HI and ITA. The ITA must provide written approval of any such use. ITA and HI shall determine the type of souvenir items and the format for presentation of the names and logos on the items. The ITA Clothing & Shoe Sponsor and the ITA will also have the right to complimentary display booth on site, in order to show and sell its ITA endorsed products.

**PARKING**

Should the parking facilities of HI not adequately address the needs of tennis patrons, HI shall be responsible for securing additional parking. All costs associated with securing such off-site parking lots and transporting the spectators to the Event, as well as additional security personnel at off-site parking, shall be considered a tournament operating expense (subject to ITA approval). HI agrees to provide additional signage for additional parking lots as required and suitable signage to discourage parking by tennis patrons in the subdivision surrounding HI.

**PROMOTIONS**

All promotional advertising, graphics and public relations materials related to the promotion and presentation of the Event shall identify the Event as administered by ITA, shall bear the ITA name and logo, shall identify HI as host site and shall be subject to the approval of ITA. Materials that will contain ITA identification include, but are not limited to:

- Print and electronic advertising
- Press releases
- Posters (provided by ITA)
- Ticket mail order forms
- Tickets
- Tournament program front cover (art work provided by ITA)
- Draw sheets (provided by ITA)
- Invitations to special events
- Ball personnel T-shirts (provided by ITA)

**ON-SITE TITLE IDENTIFICATIONS**

ITA and its sponsors shall be entitled to the following on-site title identification:

- ❑ A minimum of ten (10) courtside banners on the "center court" and four (4) banners per court on other tournament qualifying, and practice courts. Such banners shall either be provided by or produced at the expense of ITA and its sponsors.
- ❑ Signage on the "on-court" stadium scoreboards, linesmen, chair boxes and umpire chair. All ITA and its sponsors' signage will either be provided by or produced at the expense of ITA.

**INDEMNIFICATION/INSURANCE CLAUSES**

HI agrees to defend, indemnify and hold any title, associate, or presenting sponsors and the ITA, its officers, employees, successors and assigns harmless from any claim, suit, expense or judgment

arising out of the negligence or any wrongful act or omission of ITA or HI their employees, designated ITA staff or agents. The ITA agrees to indemnify, defend and hold HI harmless from and against any claims, suits, expenses or judgments arising out of the negligence of any wrongful act or omission by ITA and its employees and its sponsors. Each party agrees to promptly notify the other upon receipt of notice of a claim suit or other action for which a request for indemnification shall be made.

Notwithstanding the foregoing, HI assumes sole responsibility for the condition of the EVENT'S facilities. HI shall obtain appropriate policies of comprehensive general liability insurance covering bodily injury, death and property damage liability with limits of no less than \$5 million dollars. The ITA, and any other co-presenting, or associate sponsors shall be named as additional insureds on such policy or policies and shall be provided with a certificate of such insurance at least thirty (30) days before the beginning of the EVENT.

**AGREEMENT RENEWAL**

It is understood that this is a one year agreement to be mutually reviewed by HI & ITA no later than November 20, 2009.

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**ATTACHMENT A.****2009 ITA National Intercollegiate Indoor Championships****No Title Sponsor****Working Budget****I. Income:**

|                               |                 |
|-------------------------------|-----------------|
| A. Host Site                  | <b>\$35,000</b> |
| B. Additional sponsors        |                 |
| 1. Presenting sponsors        |                 |
| 2. Associate sponsors         |                 |
| C. Patrons                    |                 |
| D. Ticket Sales & Program Ads |                 |

**II. Expenses:****Intercollegiate Tennis Association:**

|                         |          |
|-------------------------|----------|
| A. Administrative       | \$5,000  |
| B. Players' Travel      | \$15,000 |
| C. Referees             | \$7,000  |
| D. Participation Shirts | \$3,000  |
| E. Balls                | \$1,500  |
| F. Trophies             | \$2,500  |
| G. Miscellaneous        | \$1,000  |

***Total:*** **\$35,000**

**Host Site (HS) Operating Expenses:**

|                                  |         |
|----------------------------------|---------|
| A. Players & Coaches Hospitality | \$1,500 |
| B. Welcoming Dinner              | \$5,000 |
| C. Tournament Program            | \$2,500 |
| D. Promotions                    | HS      |
| E. Courtside set-ups             | HS      |
| F. Trainers                      | HS      |
| G. Facility set-ups              | HS      |
| H. Maintenance & Security        | HS      |
| I. Miscellaneous                 | \$1,000 |

***Total*** **\$10,000\*\*\***

**Total Projected Tournament Expenses:                   \$45,000**

\*\*\* (N.B. Some of the above items are expected to be HS trade outs)

**Attachment B.****2009 ITA National Intercollegiate Indoor Championships****Title Sponsor****Working Budget****I. Income**

|                               |          |
|-------------------------------|----------|
| A. Title Sponsor (minimum)    | \$35,000 |
| B. Host site                  | \$5,000  |
| C. Additional sponsors        |          |
| 1. Presenting sponsors        |          |
| 2. Associate sponsors         |          |
| D. Patrons                    |          |
| E. Ticket Sales & Program Ads |          |

**II. Expenses****Intercollegiate Tennis Association:**

|                         |          |
|-------------------------|----------|
| A. Rights fee           | \$5,000  |
| B. Administrative       | \$5,000  |
| C. Players' Travel      | \$15,000 |
| D. Referees             | \$7,000  |
| E. Participation Shirts | \$3,000  |
| F. Balls                | \$1,500  |
| G. Trophies             | \$2,500  |
| H. Miscellaneous        | \$1,000  |

***Total:*** ***\$40,000***

**Host Institution (HI) Operating Expense \*\*\***

|                                  |         |
|----------------------------------|---------|
| A. Players & Coaches Hospitality | \$1,500 |
| B. Welcoming Banquet             | \$5,000 |
| C. Tournament Program            | \$2,500 |
| D. Promotions                    | HI      |
| E. Courts & Courtside set-ups    | HI      |
| F. Trainers                      | HI      |
| G. Maintenance & Security        | HI      |
| H. Miscellaneous                 | \$1,000 |

***Total*** ***\$10,000\*\*\****

**Total Projected Tournament Expenses: \$50,000**

\*\*\* (N.B. Some of these items are expected to be HI trade outs)