|  |  |  |
| --- | --- | --- |
|  |  | **NOVA SCOTIA 55+ GAMES HOST AGREEMENT** |
| Year |  |
| THIS AGREEMENT is made in triplicate and is effective  | January |  | , |  |
|  | day |  | year |
| **BETWEEN**: |  |  |  |
|  |  |  | **THE NOVA SCOTIA 55+ GAMES SOCIETY**  |
|  |  |  | (Hereinafter called the “NS55+GS”) |  |  |  |
|  |  |  |  |  |  | - and - |  |  |  |  |  |
|  | **THE HOST ORGANIZATION for the NOVA SCOTIA 55+ GAMES** |  |  |
|  |  |  |  |
|  | Name of the host organization |  |  |
|  |  |  |  | (Hereinafter called the “Host”) |  |  |  |
| **WHEREAS:** |  |  |  |  |
| **A**. | The Nova Scotia 55+ Games Society has accepted the bid submitted by the |
|  |  | to host |
|  | the Nova Scotia 55+ Games in the |  |
|  | from |  | to |  | of |  | , | 20 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **B**. | The Host has accepted the responsibility for the preparation, organization, and  |
|  | delivery of the Games to be held from the  |  | to |  | of |  | , | 20 |  |
|  | in the |  |  |  |  |  |

**THE PARTIES AGREE AS FOLLOWS:**

**GENERAL**

1. It is a condition of involvement in the Games that each participant or non- participant must:

(a) complete the registration form, including a waiver of release of liability, and pay the required fees,

(b) carry on oneself the Medical Form as provided in the Registration Package,

(c) acknowledge that the Host and the NS55+GS will not be responsible for any medical and health care costs incurred by any participant; and

(d) as a participant, meet the age and permanent residency of Nova Scotia eligibility criteria. (CLARITY – Regional requirements)

**FINANCIAL OBLIGATIONS AND ACCOUNTABILITY**

2. The Host will generate the revenue and pay the expenses incurred by the Host necessary for the preparation, organization, and delivery of the Games, except as otherwise stated in this Agreement. The Host will be responsible for obtaining and coordinating sponsorships at local, regional, provincial, and federal levels. Sponsorships will be reported to the NS55+GS.

(a) The Host will provide NS55+GS with 50% of net profit if any realized through the preparation, organization, and delivery of the Games. Conversely, any deficit incurred by the Host in relation to the Games will remain the responsibility of the Host.

3. The Host will collect registration fees for the Games as follows (sales tax (HST) to be added if required):

(a) $35.00 from each participant,

(b) $20.00 from each non-participant (member or non-member); and

the Host will forward $10.00 from each registration to the NS55+GS within ninety (90) days of the conclusion of the Games. CLARITY: This NS55+GS Membership fee is non-refundable.

4**.** Definition of Terms

**Games Participant:** an individual that registers to compete in a designated sporting event (Appendix Table 1).

**Games Non- Participant:** an individual that registers and is entitled to all privileges afforded to participants i.e. Opening Ceremonies, Closing Banquet (at the same cost as a participant), transportation, and access to tickets to attend all additional entertainment events provided by the Host. The non-participant is entitled to all privileges afforded to participants during the Games with the exception that they may not compete in any of the sporting events.

**Games Official:** an individual, either hired or recruited as a volunteer by the Host, qualified and competent to marshal specific sporting events*. (CLARITY – Each sporting event will have a designated Event Marsha*l

**NS55+GS OBLIGATIONS**

5. The NS55+GS will provide advice to the Host Organization in terms of Protocol issues related to NS55+GS appearances and/or speaking at Opening and Closing Ceremonies.

6. The NS55+GS will provide timely **advice on and approval of** the following: registration form; logo design; Souvenir Games Pin design; Plans for Opening and Closing Ceremonies; medal design; and approval for any demonstration events. The NS55+GS will provide guidance to the Host in terms of expectations of Games Results. This will include event format, distribution and, other related items.

7. The NS55+GS will provide an electronic copy of the Games Rules to the Host Committee and will ensure that any changes to this rule book that may occur before the commencement of the Games are forwarded to them immediately.

8. A copy of final reports of previous Games Host Organizations will be provided to the Host.

9. If, and when required, the President of the NS55+GS or delegate will conduct media interviews before, during and after the Games.

10. The NS55+GS will obtain general liability insurance for the duration of the Games. The policy will provide coverage for third party bodily injury and property damages, including participants’ liability, and will be subject to limits of liability not less than $2,000,000.00 per occurrence. The Host will be named as additional insured under the policy. The NS55+GS agrees to provide a certificate of insurance to the Host upon request.

11. The NS55+GS will provide, sufficient commemorative pins (not to be confused with the Souvenir Games Pin), society membership cards for all participants and non-participants as well as the Games flag.

**HOST OBLIGATIONS**

12.The Host will design a Registration Package based upon the NS55+GS template for participants and non-participants which shall be approved by the NS55+GS prior to distribution which shall include, but not limited to registration form, health form, what registration fees include and any additional fees such as, banquet costs.

The Host will provide a Participant Health Form to be included in registration packages sent to all participants and non-participants and displayed on the Host's website. The completed form is to be carried inside all participants name tags during the games, as this is where medical personnel will be looking for the form.

13. The Host will develop a comprehensive marketing strategy for the Games. The Host shall develop a web site and link that site to the NS55+GS website.

14. The Host will design and produce a Logo for the Games to be used for identification, promotion and communication of all Games, related materials, and activities. The logo design will be submitted to the NS55+GS for approval prior to use. The NS55+GS logo must be included in the design.

15. The Host may seek and obtain copyright protection for this Logo, but all participants of the Games are permitted to wear the Logo on their team shirt.

16. The Host reserves the exclusive right for designing and marketing a Souvenir Games Pin and other Games promotional items. The Host will design and produce Gold, Silver and Bronze medals for every event, with the exception, of Demonstration Events. The design will be based on the Logo and will be submitted to the NS55+GS for approval prior to use. The NS55+GS logo must be included in the design. *(CLARITY – Required – I have attempted to address this in the Revised Registration Template)*

17. The Host will provide medical and/or first aid equipment and services at all Game venues, at the discretion of the Host and subject to available resources. Do we need to clarify this eg. Arenas must have a defibrillator)

18. The Host will refund all registration fees to participants/non-participants who have had to withdraw from the Games at the last moment due to unforeseen medical problems.

19. The Host will forward for approval to the NS55+GS, draft copies of the detailed plans for the opening and closing ceremonies programs at least four months in advance of the start of the Games.

20. The Host will offer all sixteen (16) mandatory events as listed in the Appendix (Table 1 Category I Mandatory), unless otherwise exempted by the NS55+GS.

21. The Host will further offer a minimum of six (6) to a maximum of eight (8) core events listed in the Appendix (Table 1 Category II Core). If desired, the Host may substitute up to two (2) of the Core events with Demonstration (Table 1 Category III) events of local activities thought to be of interest to the participants at large. Demonstration event(s) may be opened to the public to generate more interest among the local populace. The Host will determine the entrance fee, if any, appropriate for the Demonstration event(s) and the proceeds from the public participation in these Demonstration events will remain solely with the Host.

22. In addition, the NS55+GS has identified Bonus events also shown in the Appendix (Table 1 Category IV Bonus). Bonus events, if selected, are those that drew the most participant enrollment in the previous Games and, are secondary to the participants primary event. The Host Committee must be able to schedule Bonus events, with no conflict with most of the other Mandatory and Core events. Normally, this will mean scheduling Bonus events either prior to the opening ceremonies or in the evenings or on the Saturday; the last day of competition. Bonus events, if held, are to be medaled, and there is no minimum or maximum number that the Host must include in the schedule.

23. The Host must operate the individual events at the Games in accordance with the rules and regulations of participation and type of competition as set out by the NS55+GS. A set of NS55+GS rules for that event shall be posted and be easily accessible and readable at each venue for both officials and participants to read and follow. Changes to previously established event format, requires NS55+GS approval.

24. If offered, the Host will operate any demonstration events approved by NS55+GS in accordance with the rules provided by the sport governing bodies and NS55+GS game rules. In the absence of rules provided by sport governing bodies the Host will provide the rules they wish to use to the NS55+GS for approval well in advance of the distribution of the registration packages. For Demonstration events selected by the Host, ribbons, in lieu of medals, may be presented to the winners, but neither is necessary.

25. The Host will display Games Results daily for all events, at all venues.

26. The Host will provide NS55+GS with a copy of all official results of all events no later than the end of the third (3rd) day of the Closing of the Games. These results must include the standings of all participants in each event, not just the medalists. The Host is also responsible for providing a contact list to the NS55+GS (membership) no later than thirty (30) days after the Games.

27. The Host will ensure that all venues are wheelchair accessible or that provisions are made to assist people requiring it. All venues must be smoke free.

28. The Host will establish an Appeals Committee to hear any protests resulting from the Games. The committee shall be comprised of a minimum of three (3) people one of whom shall be the area Director of NS55+GS and/or as determined by the President. (*regional director??, timeline, by whom? reference to Games, Rules and Enforcement)) Suggested revision:* An Appeals Committee (HA Item 28) will hear any protests submitted, in writing, by the Team captain or Individual (Individual Sports) to the Event Marshal within one (1) hour of the game. The Appeals Committee is established before each Sporting event and known to the Event Marshal. The Appeals Committee is comprised of the NS55+GS Director of the Host Region and/or as determined by the President, and two or more members of the Host Committee that are not participants in that specific sporting event. The Appeals Committee ruling is final.

29. The NS55+GS area Director and/or as determined by the President is to be included as an advisory member of the Host Committee Board and is to be invited to all executive meetings. The President of the NS55+GS will be considered as an ex officio member of the Host Committee.

30. The Host will arrange for the NS55+GS Directors (committee of same) to conduct a site and venue visit approximately one year ahead of the Games.

31. The Host will be obligated to adhere to the NS55+GS Abuse and Harassment policy or policies. CLARITY – Where is this Policy?

32. In compliance with the Privacy Act, the Host Committee may not at any time prior to, during or after the completion of the Games release any personal information to the media or any other public platform other than the participants name and region of origin without the permission of the individual (s) involved.

33. The Host Committee may request volunteers provide a criminal records check.

34. The Host Committee will ensure knowledgeable officials are enlisted through National/Provincial governing bodies where possible to officiate at each event.

35. The Host Committee shall adhere to the Healthy Eating in Recreation and Municipal Settings Policy of the Municipalities where the games are played. (NEEDS CLARITY – Allergies)

36. Within six months after the completion of the Games, the Host will provide to the NS55+GS:

(a) A financial statement of the income and expenses in relation to the Games.

(b) Three copies of a full written report and one electronic copy on all phases of operation of the Games with recommendations to NS55+GS and future hosts, including but not limited to: promotional materials, videos, taped interviews, press materials,

(c) A full set of results of all activities, including raw data where this information may be appropriate (i.e. Bowling scores, Track and Field times/distances; and NEEDS clarity – specific details number of registrations, participants and participants that show-up for their event. This is necessary to help future organizers with scheduling.

(d) A set of the medals (gold, silver, and bronze) awarded at the games.

37**.** The Host shall organize an inter-event transportation schedule as needed daily during the period of the games (including day of registration), including pick-ups at hotels in the morning, drop-offs at the various venues, a continuous daily circuit between venues/hotels and a return to hotels at the end of the day. As required, the transportation schedule will include the Host’s evening entertainment.

**DISCLAIMER**

38. Nothing in the Agreement is intended to make the Host an agent of the NS55+GS for any purpose whatsoever and the NS55+GS and its employees will not be considered, to be employees of the Host**.** The Host will not hold itself or allow any person other than the NS55+GS President or his/her designate to hold himself or herself out as representing the NS55+GS for any purpose whatsoever.

**TERM OF THE AGREEMENT**

39. The term of this Agreement shall be from the date of this Agreement to six (6) months after the conclusion of the Games.

**AMENDING THE AGREEMENT**

40. This agreement may be amended in writing by mutual consent. This Agreement is not assignable.

**TERMINATION OF AGREEMENT**

41. Either party may terminate this Agreement with cause by giving the other party one-hundred eighty (180) days written notice of its intention to terminate.

42. Either party may, upon written notice, immediately terminate this Agreement for fundamental breach of contract.

43. In the event the Games are cancelled, any registration fees collected will be returned to the individuals who paid them.

44. In the event the Games are cancelled, or this Agreement is terminated, the Host is responsible for any and, all costs incurred.

**NOTICE**

45. Any written communication, report or notice required related to this Agreement will be delivered to:

|  |  |
| --- | --- |
| **NS 55+ Games Society** | **NS Provincial Games Host Committee** |
|  |  |  |  |
| Address |  |  | Address |  |  |
|  |  |  |  |  |  |  |  |
| City Prov. |  |  | City Prov. |
|  |  |  |  |  |  |  |  |  |  |  |
| Postal code |  |  | Postal code |
|  |  |  |  |
| Email |  |  | Email |
|  |  |  |  |
| Name of representative |  |  | Name of representative |
| President, NS55+GS |  |  |  |
| Title of representative |  |  | Title of representative |

|  |
| --- |
| The Parties have executed this Agreement for the \_\_\_\_\_\_\_\_\_\_ (year) NS 55+ Provincial Games by their authorized signatures on the dates below: |
| **NS 55+ Games Society** |  |  | **NS Provincial 55+ Games Host Committee** |
|  |  |  | Name of the host organization: |  |
| Date (dd/mm/yyyy): |  |  | Date (dd/mm/yyyy): |  |  |  |
|  |  |  |  |  |  |  |
| As represented by: |  |  |  | As represented by: |  |  |
|  |  |  |  |  |  |
| (President – NS55+GS) |  |  | (Chair – Executive Director / Directeur exécutif) |
|  |  |  |  |  |  |  |  |
| Signature |  |  |  |  | Signature |  |  |
|  |  |  |  |  |  |  |  |  |
| In the presence of: |  |  |  | In the presence of: |  |  |
|  |  |  |  |  |  |  |
| Original signed by: |  |  |  | Original signed by: |  |  |
|  |  |  |  |  |  |  |
| Witness |  |  | Witness |  |  |  |

**Appendix 1 – Table of NS 55+ Games Sporting Events***d*

Table 1 The four (4) categories of events are: **I.** Mandatory **II**. Core options **III**. Demonstration events of regional interest and **IV** Bonus. The Games must include all sixteen (16) **Category I** Mandatory, a minimum of six (6) to a maximum of eight (8) **Category II** Core for a minimum of 22 to a maximum of 24 required events. **Category III** Demonstration events may replace up to two (2) Category II Core and **Category IV** choices are determined by the NS55+GS and must not interfere with required events.

|  |  |  |
| --- | --- | --- |
| **I. Mandatory**(Must host all 16) | **II. Core options**(Must host 6 min to 8 max)  | **III. Demonstration - Host**(0 to 2 max) Regional Interest |
| 1. 45s**§** | 1. Skip Bo**§** | *Demonstration events may be offered at the discretion of the host committee and must NOT interfere with Category I events and may replace up to two (2) Core Category II events:* |
| 2. Cribbage | 2. Crokinole**§** |
| 3. Contract Bridge | 3. Floor Shuffleboard**§** |
| 4. Duplicate Bridge*a* | 4. Mountain Biking |
| 5. Scrabble | 5. Cycling |
| 6. 8-Ball | 6. Soccer (7 aside) M & W**§** | 1.  |
| 7. Darts | 7. Bocce | 2. |
| 8. Washer Toss**§** | 8. Horseshoes | **IV. Bonus NS55+GS** (0 to 3 max) |
| 9. Candlepin Bowling | 9. Lawn Bowling |
| 10. Pickleball | 10. Carpet Bowling | *Bonus events are held only with NO interference/overlap with Category 1 & 2 events (i.e. prior to the Opening Ceremonies, in the evening or final Saturday):* |
|  11. Ice curling | 11. Stick Curling |
| 12. Golf (36 holes 2 days) | 12. Floor Curling |
| 13. Ice Hockey - M & W*b* | 13. Slo-Pitch**§** |
| 14. Swimming | 14. Badminton | 1. Nordic Pole Walking |
| 15. Tennis | 15. Table Tennis | 2. Ice Skating (Predicted time) |
| 16. Track and Field*c* | 16. Walking (Predicted time)**§** | 3. 5K/10K Run |

**§***Sporting events* ***not*** *included in the Canada 55+ Games, currently.*

*a American Contract Bridge League (ACBL) rules*

*b Canadian Adult Recreational Hockey Association (CARHA) rules*

*c International Amateur Athletics Federation (IAAF) rules*

*dUnless stated events must adhere to the NS55+GS Rulebook available for download at* [*https://www.novascotia55plusgames.com/our-games*](https://www.novascotia55plusgames.com/our-games)