

NATIONAL JUNIOR COLLEGE ATHLETIC ASSOCIATION

CHAMPIONSHIP CONTRACT

SWIMMING AND DIVING

This contract made and entered into this _____ of the year _____, by and between the NATIONAL JUNIOR COLLEGE ATHLETIC ASSOCIATION, a Colorado Corporation located at 1755 Telstar Drive, Suite 103, Colorado Springs, Colorado 80920, hereinafter referred to as NJCAA, and _____, hereinafter referred to as SPONSOR.

The term of this agreement will extend from _____.

In consideration of the covenants and agreements herein set forth the SPONSOR promises and agrees with NJCAA that it will:

1. Manage, promote, direct, and conduct the _____ National Junior College Athletic Association Swimming and Diving Championship to be held on _____ at _____.

2. Pay all expenses incurred in promoting, conducting, and administering the tournament in accordance with the following criteria:

- a. Payment of all trophies and awards.
- b. Certified athletic trainer on-site.
- c. Pre-tournament and post-tournament mailings, including a complete set of results and newspaper accounts of the finals for the National Office.
- d. Compilation of results (including any NJCAA records).
- e. One (1) videotape of the championship game/match to be provided to the NJCAA national office for use in the NJCAA film library.
- f. Current NCAA guidelines in the following areas will be adhered to: pool dimensions and equipment, description of swimming and diving competition.
- g. NCAA/USS certified swimming officials; host shall attempt to have professional judges, other than NJCAA diving coaches, to judge diving competition.
- h. Men's and women's locker rooms available.
- i. Electronic timing system.

3. Manage and conduct the tournament in accordance with the policies and procedures outlined for such events in the current Handbook of the NJCAA.

4. Provide and pay for the appropriate officials, umpires or judges for the proper conduct of the tournament.

5. Pay room, board, and transportation of the official NJCAA representative.

6. SPONSOR shall be responsible for procuring and maintaining during the tournament comprehensive general public liability insurance covering the NJCAA and SPONSOR against claims for bodily injury and property damage with a minimum of \$1,000,000.00 CSL. The policy shall name the NJCAA as an additional insured. Within sixty (60) days prior to the tournament, SPONSOR shall furnish the NJCAA a certificate of insurance showing such coverage. SPONSOR further agrees to indemnify and hold harmless the NJCAA from and against all claims of liability to third parties for injury to or death of persons or loss or damage to property arising out of or in connection with the performance of this contract and tournament. If the Sponsor chooses to be self-insured and cannot comply with the above named requirements then Sponsor must purchase and provide proof of a Special Events liability policy with the same terms and conditions as listed above.

7. The NJCAA has the proprietary rights and interest in its name, logo, trademarks, and service marks, both registered and unregistered, including its seal, the marks-National Junior College Athletic Association, NJCAA, National JUCO Championships, and National Junior College Championships--and any deviate or similar mark likely to be confused therewith. It is necessary for the Association to control the use of its marks in order to preserve its ownership and rights.

Any soft or hard goods bearing any name, logo, primary or secondary trademark of the Association that is to be sold or distributed at an event must have prior approval of the NJCAA Executive Director. No such soft or hard goods shall be sold or distributed by anyone except as designated by the NJCAA. Any unapproved material shall be barred from the premises. All formal requests can be made by completing the intended use form on the NJCAA website or by emailing the National Office. A response will be generated for each request within 5 working days.

If championship event host organizers have prior contractual commitments with outside vendors, the NJCAA will allow the organizers to work with such vendors to advance the policies of the Association in the sale of concession items as herein stated for a flat fee of \$300. Championship event host organizers who choose the official NJCAA assigned soft/hard goods supplier as their vendor, will have the merchandising rights fee waived.

Those championship event host organizers who are under contract with an outside vendor, agree, at the conclusion of said contract, to a right of first refusal arrangement with the official NJCAA approved soft/hard goods supplier.

Member colleges or championship event host organizers that request the use of the NJCAA logo for general use and not being sold commercially, need only submit the intended use form on the NJCAA web site.

If the official NJCAA approved soft/hard goods supplier is used by the championship event host organizers, the quantity of NJCAA merchandise and items to be sold and sent to the host venue must have the prior approval of the NJCAA Executive Director. The NJCAA Exercises the right to have Association logo'd items sent and sold by championship event organizers. Royalties on such will items appear in the merchandise kits sent to each organizer.

Income payable to the NJCAA from the sale of concession items other than food and drink at such events shall be included in the gross receipts of the championship.

8. Any merchandise or material, other than softgoods, to be distributed or sold at any event sponsored by the NJCAA or bearing any insignia, mark, or name of the NJCAA, must have prior approval and authorization of the NJCAA Executive Director at least ninety (90) days prior to the event. Any unapproved or unlicensed material shall be barred from the premises.

9. The sale from marketing NJCAA items sold at the site of a championship shall be included in the gross receipts of the championship.

10. The SPONSOR shall submit a proposed budget of all expenditures and costs to be incurred in conjunction with the tournament to the Chairperson of the Championship Events Committee with the original bid proposal. Changes to the proposed budget, prior to its approval, can be made in writing up to 24 hours in advance of the bid presentation to the Championship Events Committee. Any changes to the proposed budget, following its initial approval by the NJCAA Championship Events Committee, must be submitted to the NJCAA National Office for authorization. Any expenditures not authorized by the NJCAA and the Championship Events Committee shall not be allowed as approved items on the final budget.

11. The NJCAA shall have final and exclusive rights and authority over all internet, radio and television programming, filming, and broadcasting connected with this event.

12. Submit a final and complete financial statement of all costs and revenues within sixty (60) days after the event.

13. Net profits will be divided as per the approved championship events bid proposal.

14. All outside sponsors must be approved by the NJCAA national office at least sixty (60) days prior to the event.

15. Upon termination of this agreement, equipment furnished or purchased by the SPONSOR for the program shall be retained by the SPONSOR, and equipment furnished or purchased by the NJCAA shall be retained by the NJCAA.

16. NJCAA agrees to indemnify and hold harmless the SPONSOR from all injuries to persons or property caused by acts or omissions of NJCAA arising out of NJCAA's activities under this agreement. The SPONSOR agrees to indemnify and hold harmless NJCAA from all injuries to persons or property caused by acts or omissions of the SPONSOR arising out of the SPONSOR's activities under this agreement up to the limits of the SPONSOR'S existing liability insurance of \$1,000,000.00. In the event of concurrent liability, the parties shall have the right of contribution from each other.

17. Students, instructors, and SPONSOR staff participating in this program shall not be considered as employees of the NJCAA, and agents or employees of the NJCAA shall not be entitled to employee benefits normally provided to bona fide employees of the other party.

18. Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement and nothing in the execution of this Agreement shall be construed to establish a joint venture of the parties hereto.

19. This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment by the parties.

20. The NJCAA reserves the right to extend official NJCAA sponsors access to national championship events for the purpose of promoting and/or placing their respective product or service.

IT IS MUTUALLY AGREED THAT:

1. Each participating team will pay all of its own expenses.
2. The parties to this Agreement agree that they will not discriminate against any employee or participant due to race, color, religion, sex, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.
3. All participants must satisfactorily meet the eligibility rules of the NJCAA.
4. Entry fees as per those approved by the NJCAA Board of Directors will be allowed.
5. _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the date first above mentioned.

_____ Athletic Director	_____ Date
_____ President	_____ Date
_____ Sponsor/Title (if other than a college)	_____ Date

*Tournaments hosted by co-sponsors must have signatures of parties from both institutions. Full joint sponsorship is reflected in signatures unless specific obligations and exceptions to same are submitted herewith.

Co-Sponsors:

_____ Athletic Director	_____ Date
_____ College President	_____ Date
_____ Sponsor/Title (if other than college)	_____ Date

NATIONAL JUNIOR COLLEGE ATHLETIC ASSOCIATION

_____ Executive Director, National Junior College Athletic Association	_____ Date
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OFFICIAL BID
NJCAA SWIMMING AND DIVING
NATIONAL CHAMPIONSHIP

Please complete this bid form as an official application to host the NJCAA Swimming and Diving Championship, and return to the NJCAA National Office. Please be advised that after appropriate review, a contract shall be offered to the selected site based upon the terms and conditions of this bid. If you have any questions relative to the completion of this bid or about the NJCAA Swimming and Diving Championship in general, please contact:

Mary Ellen Leicht
Associate Executive Director
NJCAA
1755 Telstar Drive, Suite 103
Colorado Springs, CO 80920
719-590-9788
email: meleicht@njcaa.org

- I. This official bid is submitted by _____ to host the NJCAA Swimming and Diving Championship in one or more of the following years:
- _____ A. 2013
 - _____ B. 2014
 - _____ C. 2015
- II. The official name of the event shall be the NJCAA Swimming and Diving Championship and must be conducted in accordance with the policies and procedures outlined for such events in the current Handbook and Tournament Guide of the NJCAA. The NJCAA will approve the designation of the host site event, chairperson and committees, who will work with the NJCAA National Office staff in organizing, managing and conducting the event. The acceptance of a bid and designation of a host site does not become official until an event contract has been executed between the host and the NJCAA.

III. In submitting this bid, the prospective host site agrees to the following NJCAA policies by initialing on the line provided in front of each section:

_____A. Be responsible for procuring and maintaining during the tournament comprehensive general public liability insurance covering the NJCAA and the sponsor against claims for bodily injury and property damage with minimum limits of \$1,000,000 CSL. The policy shall name the NJCAA as an additional insured. Within sixty (60) days prior to the tournament, the sponsor shall furnish to the NJCAA a certificate of insurance showing such coverage. The sponsor further agrees to indemnify and hold harmless the NJCAA from and against all claims of or liability to third parties for injury to or death of persons or loss or damage to property arising out of or in connection with the performance of the contract and tournament. If the sponsor chooses to be self-insured and cannot comply with the above named requirements then the sponsor must purchase and provide proof of a Special Events liability policy with the same terms and conditions as listed above.

_____B. Corporations with business interests beyond the local area of the championship site shall not be solicited for financial support without prior approval of the NJCAA Executive Director. Further, businesses or corporations shall not be identified or receive recognition as a "title" sponsor of the championship without prior approval of the NJCAA Executive Director.

_____C. The use of all tobacco products by any coach, player, official or other individual involved in the conducting of any NJCAA sanctioned or sponsored regular season or post season play is prohibited within the confines of the playing area. Any individual not in compliance shall be disqualified from further participation in that contest.

_____D. Alcoholic beverages and tobacco products of any form shall not be advertised, sold, disbursed or brought into the site of the championship event.

_____E. Provide and pay for the appropriate officials, umpires and/or judges for the proper conduct of the event.

_____F. The NJCAA has the proprietary rights and interest in its name, logo, trademarks, and service marks, both registered and unregistered, including its seal, the marks-National Junior College Athletic Association, NJCAA, National JUCO Championships, and National Junior College Championships--and any deviate or similar mark likely to be confused therewith. It is necessary for the Association to control the use of its marks in order to preserve its ownership and rights.

Any soft or hard goods bearing any name, logo, primary or secondary trademark of the Association that is to be sold or distributed at an event must have prior approval of the NJCAA Executive Director. No such soft or hard goods shall be sold or distributed by anyone except as designated by the NJCAA. Any unapproved material shall be barred from the premises. All formal requests can be made by completing the intended use form on the NJCAA website or by emailing the National Office. A response will be generated for each request within 5 working days.

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Income payable to the NJCAA from the sale of concession items other than food and drink at such events shall be included in the gross receipts of the championship.

- _____G. Any merchandise or material, other than softgoods, to be distributed or sold at any event sponsored by the Association and/or bearing any insignia, mark, or name of the Association must have prior approval and authorization of the NJCAA Executive Director. Any unapproved or unlicensed material shall be barred from the premises.
- _____H. The sale from marketing NJCAA items sold at the site of a championship shall be included in the gross receipts of the event.
- _____I. Pay for the cost of transportation, room and board of the official NJCAA representative to the event.
- _____J. The NJCAA shall have final and exclusive rights and authority over all internet, radio and television programming, filming and broadcasting connected with the event.
- _____K. Should the tournament host/National Office choose to assign lodging for this event, all participating colleges must honor that assignment or pay for those rooms.
- _____L. Submit a final and complete financial statement of all costs and revenues within ninety (90) days after the event.
- _____M. Each participating team shall pay all of its own expenses.
- _____N. The parties to this Agreement agree that they will not discriminate against any employee or participant due to race, color, religion, sex, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.
- _____O. Applicable program ads, to be supplied by the NJCAA National Office, shall be included in the tournament program. (ie. national sponsors, NJCAA Regional Directors, etc.)
- _____P. The tournament will be run in accordance with the current NCAA Swimming and Diving Rules.

- IV. Event income shall be defined as all income derived by the host from ticket sales, program advertising, program sales, softgoods sales, concession stand sales/commissions, parking revenues and approved sponsorships/donations.
- V. Event expenses authorized by the NJCAA to be charged to the event budget may include any items listed in Section VI, Declaration of Authorized Expenses, except those marked complimentary or participant. Any other expenses must receive written approval by the NJCAA in order to be charged as an authorized expense to the event budget.
- VI. Declaration of Authorized Expenses: Following is an outline of tournament expenses. Please indicate in the appropriate box next to each category, whether the item would be:
1. Complimentary: Provided at no charge to the event budget
 2. Tournament: Item will be charged to the event budget (list projected amount)
 3. Participant: Item will be expense of participating institutions (list projected amount)

<i>DESCRIPTION</i>	<i>COMPLIMENTARY</i>	<i>TOURNAMENT</i>	<i>PARTICIPANT</i>
FACILITY: Provide a facility that adheres to the current NCAA rules in terms of pool dimensions and equipment, and description of swimming and diving competition.			
EQUIPMENT: Electronic timing system, men's and women's locker rooms available.			
FACILITY PERSONNEL: Provide all on-site personnel necessary to conduct the tournament; including a facility liaison.			
PRESS BOX PERSONNEL: Provide personnel necessary for the administration of the meet, including desk personnel for check-in.			
LOCAL TRANSPORTATION: Provide local transportation for participating teams to include airport pickup and return, and shuttle service between housing and facility.			
TOURNAMENT REPRESENTATIVE: Travel, lodging, meals and local transportation for the NJCAA tournament representative, assigned by the NJCAA National Office.			
NJCAA STAFF: When applicable, local transportation for an NJCAA staff member. Travel, lodging and meals will be provided by the NJCAA National Office.			
MEET OFFICIALS: Travel, lodging, meals and game fees provided for NCAA/USS certified swimming officials. Host should attempt to have professional judges, other than NJCAA diving coaches, to judge diving competition.			
TRAINERS: A certified athletic trainer to be on-site at all competitions.			

<i>DESCRIPTION</i>	<i>COMPLIMENTARY</i>	<i>TOURNAMENT</i>	<i>PARTICIPANT</i>
BANQUET (Optional): Opening banquet for all players, coaches and tournament officials on the day before the tournament begins.		A tournament banquet is optional, and cannot be charged to the tournament as an expense.	
TEAM HOUSING: Negotiate the best possible rates for team housing, complimentary rooms for the NJCAA Tournament Representative and game officials. Please indicate the projected room rate.			
PROGRAM: Production of the tournament souvenir program including printing costs and advertising commissions.			
TICKETS: All costs related to tournament tickets including printing and sales expenses.			
PUBLICITY AND PROMOTION: Advance publicity and promotion related to the event to include paid advertising, posters, flyers and related expenses. Pre- and Post-tournament mailings and comiliation of tournament results, including any NJCAA records.			
ADMINISTRATION: Items related directly to the planning and administration of the event including tournament personnel, printing (except programs/tickets), postage, telephone, office supplies, clerical assistance, copiers, facsimilile machines, etc.			
AWARDS: Payment of all approved championship awards for the event.			
PHOTOGRAPHY: Photography personnel assigned to the event for coverage of the championship game and awards presentation. Provide the NJCAA with a maximum of 20 photos, sent to the National Office within ten (10) days upon completion of the event.			
VIDEOTAPING: Videotape personnel assigned to the event for coverage of the meet. Provide the NJCAA with a master copy of the video within ten (10) days of the completion of the event.			
MEETINGS: Provide space on-site or at the host hotel for a mandatory pretournament meeting. If applicable, provide space for a NJCAA coaches association business meeting.			

I. Prospective host sites may choose one of the following financial options in bidding for the national tournament. The selected option will be included as part of the event contract once the host site has been selected by the NJCAA.

_____A. The Host will guarantee all authorized expenses. If event income exceeds expenses, the net income will be divided with _____% to the NJCAA, and _____% going to the Host. (Note: Minimum of 50% to NJCAA)

_____B. The Host will guarantee the NJCAA the sum of \$_____. If the event income exceeds expenses, the Host will retain a sum equal to the \$_____ guarantee to the NJCAA. The remaining income will then be divided with _____% to the NJCAA and _____% to the Host. (Note: Minimum of 50% to the NJCAA)

_____C. The Host will guarantee the NJCAA the sum of \$_____. The Host will be responsible for all authorized event expenses and retain all event income. (Note: Minimum \$5000.00 or negotiable)

II. A complete financial statement of the tournament, including the NJCAA's share of the profits, as determined by contract, must be filed with the Executive Director of the NJCAA within ninety (90) days after the completion of the event.

Signature

Email

Title

Daytime Telephone Number

Institution/Affiliation

Fax Number



NJCAA SWIMMING AND DIVING CHAMPIONSHIP SITE SURVEY FORM

The following survey is for the purpose of obtaining important information from member institutions and/or community groups expressing an interest in hosting the NJCAA Swimming and Diving Championship. Information received is used to evaluate facilities and local conditions for prospective host sites.

TOURNAMENT DATES: Please check the year(s) your institution/community is interested in hosting:

_____ 2013
_____ 2014
_____ 2015

1) **INSTITUTIONAL DATA** (if applicable):

- Name of Institution _____
- Address _____
- Telephone _____
- President/CEO _____
- Athletic Director _____
- Swimming and Diving Coach _____
- Enrollment _____
On Campus Students: _____ Off-Campus Students: _____
- Is dormitory space available for team/official housing? _____ Yes _____ No
If yes, how many rooms? _____ Cost Per Night _____
- Is campus meal service available for teams/officials? _____ Yes _____ No
If yes, what would be the cost per day (3 meals)? _____
- Does the institution employ a certified athletic trainer? _____ Yes _____ No
- Does the institution employ a full-time sports information director? _____ Yes _____ No

2) **COMMUNITY DATA:**

- Name of City _____
Population: _____ Metropolitan Area: _____
- Primary industry/major corporations: _____
- Name of closest major airport: _____
- Major airlines serving closest airport _____
- Distance from airport to campus _____
- Distance from airport to housing _____
- Distance from airport to event facility _____
- Please list major hotels, number of rooms, and current rates:
 1. _____ # Rooms _____ Rates _____
 2. _____ # Rooms _____ Rates _____
 3. _____ # Rooms _____ Rates _____
 4. _____ # Rooms _____ Rates _____
 5. _____ # Rooms _____ Rates _____
- Average temperature during championship week: _____
- Average rainfall/snowfall during championship week: _____
- Elevation: _____
- Is there a swimming and diving association in the community or state from which to obtain volunteers?
Yes _____ No _____
- Are there service organizations, sports commissions or other civic groups which would be willing to assist in the organization and promotion of this event?
Yes _____ No _____
If yes, please list those groups below:
 1. _____
 2. _____
 3. _____
 4. _____
- Please list other sports/athletic events this community has hosted in the past:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
- Please list any other events/activities scheduled for the community within 30 days before or after the championship _____

- Please list below sources of financial support for an event of this nature:

Institutional Funds _____

City/County Funds _____

Private Funding _____

Corporate Funding _____

City/County/State Tourism Grants _____

Ticket Sales _____

Other _____

3) **FACILITY DATA** (Please enclose photos/brochures):

- Name _____

- Seating Capacity _____

Box Seats _____

Reserved Seats _____

General Admission _____

Other _____

- Describe the ownership and operation of the facility: _____

- Type of pool _____

- Is admission normally charged for events held at this facility? _____ Yes _____ No

- List previous swimming and diving meets and other special functions held at this facility:

1. _____

2. _____

3. _____

4. _____

- Additional site data which would be helpful (please include a diagram of the facility):

Submitted by: _____

Title: _____

Telephone: _____

Date: _____

Return to: Mary Ellen Leicht
NJCAA
1755 Telstar Drive, Suite 103
Colorado Springs, CO 80920

The National Junior College Athletic Association
Championship Proposed Budget and Financial Report

Host Institution/Agency _____

Division _____ Men's/Women's _____ Sport _____

Dates _____

1. Gross Receipts	_____	
2. Total Allowable Expenses	_____	
3. Event Guarantee (if applicable)	_____	
4. Softgoods	_____	
5. Net Receipts (or Deficit)		_____
Balance to NJCAA		=====
Total Disallowable Expenses	_____	

Financial Report (Host Institution/Agency)

Approved By _____ Date _____

Phone _____ Email _____

The original of this report should be forwarded to the NJCAA National Office, 1755 Telstar Dr., Suite 103, Colorado Springs, CO 80920. Checks for the balance to be forwarded to the National Office should be made payable to the NJCAA and attached to the original form.

NJCAA Staff Use

Reviewed By _____ Date _____

Budgeted Championship Expenditures

		Budget	Actual
A. Promotion			
1. Advertising (print, radio, television)		_____	_____
2. Postage		_____	_____
3. Printing		_____	_____
4. Other (please itemize)			
a. _____		_____	_____
b. _____		_____	_____
c. _____		_____	_____
	Total Promotion	=====	=====
B. Tickets			
1. Printing		_____	_____
2. Postage		_____	_____
3. Other (please itemize)			
a. _____		_____	_____
b. _____		_____	_____
c. _____		_____	_____
	Total Tickets	=====	=====
C. Equipment			
1. Telephone/Internet Installation		_____	_____
2. Temporary Restrooms		_____	_____
3. Other (please itemize)			
a. _____		_____	_____
b. _____		_____	_____
c. _____		_____	_____
d. _____		_____	_____
	Total Equipment	=====	=====

D. Facility			
1. Supplies (please itemize)			
a. _____	_____	_____	_____
b. _____	_____	_____	_____
2. Facility Rental Charge (if applicable)	_____	_____	_____
3. Other (please itemize)			
a. _____	_____	_____	_____
b. _____	_____	_____	_____
c. _____	_____	_____	_____
Total Facility	=====	=====	=====
E. NJCAA Representative (attach itemized expenses)	=====	=====	=====
F. Personnel			
1. Public Address Announcer	_____	_____	_____
2. Timers	_____	_____	_____
3. Ushers	_____	_____	_____
4. Police and Security	_____	_____	_____
5. Statisticians	_____	_____	_____
6. Official Scorer	_____	_____	_____
7. Clerical	_____	_____	_____
8. Ticket Takers and Ticket Sellers	_____	_____	_____
9. Facility Labor (please itemize)			
a. Custodial	_____	_____	_____
b. Grounds	_____	_____	_____
c. Maintenance	_____	_____	_____
10. Others (please itemize)			
a. _____	_____	_____	_____
b. _____	_____	_____	_____
c. _____	_____	_____	_____
Total Personnel	=====	=====	=====
TOTAL EVENT EXPENSES	=====	=====	=====

Event Softgoods

Vendor	Item Description	Price Purchased	Price Sold	Quantity Sold

Total Cost of Softgoods _____

Disallowable Expenses

	Budget	Actual
A. Banquet	_____	_____
B. Hospitality Room	_____	_____
C. Major Repair of Facility	_____	_____
D. Souvenirs (provided to teams at no cost)	_____	_____
E. Coaches Association Meeting	_____	_____
F. Other (please itemize)		
a. _____		
b. _____		
c. _____		
Total Disallowable Expenses	=====	=====