



AGREEMENT FOR 2008 PDGA NATIONAL TOUR EVENT

Insert Name of National Tour Event

This mutual agreement (the "Agreement") sets forth the minimum terms and conditions between (host), a (type of entity) registered in (state) (herein termed "Host") and the Professional Disc Golf Association, a non-profit corporation registered in Colorado, (herein termed "PDGA"), regarding (event name) to be held beginning on (start date) and ending on (end date) in (location), hereinafter called the "Event".

ARTICLE 1 TITLE

The official title of the tournament is to be (event name). The official title is to be used in all references to the Event including logos, merchandise, media and Event publications whenever practical. Any title sponsorship generated for the (event name) can only occur via mutual consent between the PDGA and the HOST club. Moreover, this mutual consent must be in the form of a signed agreement between the PDGA and the HOST club before the title sponsor is designated and formally announced.

ARTICLE 2 RECOGNITION OF PDGA SANCTION

As a feature of this mutual agreement, PDGA grants to HOST a royalty free non-exclusive, worldwide right to use the attendant PDGA marks, i.e., PROFESSIONAL DISC GOLF ASSOCIATION™, PDGA™, PDGA and National Tour logos (collectively, the "PDGA Marks"), as well as the PDGA trademarked title PDGA National Tour™, solely in conjunction with the Event. PDGA shall retain the rights to control the nature and quality of the goods and/or services provided by Host under PDGA Marks. In addition, all video, audio, and photographic rights of the event are retained by the PDGA. Use of any sounds or images derived from the event must be authorized by written consent of the PDGA.

ARTICLE 3 PDGA RESPONSIBILITIES

- 3.01 Determine player eligibility and qualification.
- (a) MPO (Men's Open) and FPO (Women's Open) are the showcase divisions and will therefore be the emphasis of the event.
 - (b) Limited age protected (MPM (Pro Masters), MPG (Pro Grand Masters), MPS (Pro Senior Grand Masters), MPL (Pro Legends), FPM (Women's Pro Masters)) divisions can also be included in the event at the option of the HOST. A minimum of four (4) players per division are required to offer any individual age protected division.
 - (c) National Tour events are exclusively designated for Pro players.

- 3.02 Provide the approved rules governing the competition, not including the ground rules specific to the venue.
- 3.03 PDGA will provide and pay for a PDGA Operations Marshal to support the Event. The PDGA Operations Marshal is the PDGA Liaison to the Event, and is primarily responsible for rules questions and enforcement. Other responsibilities may include online scoring at pdga.com, promotion of the PDGA, or aid the Event in other ways that the Host and Marshal see fit.
- 3.04 Provide guidelines for scoring and reporting procedures and approve the scoring procedure as proposed by the HOST
- 3.05 Coordinate national and international sponsorship development and management.
- 3.06 Coordinate national and international publicity through the establishment and maintenance of contact with local, national and international media before, during and after the tournament, including regular press releases with the assistance of the HOST
- 3.07 Placement of the Event information on pdga.com including linkages to HOST website
- 3.08 Provide guidelines to the HOST for award distribution in accordance with PDGA Tour Standards and approve the final payout tables (if different than 2008 Tour Pay Tables) as proposed by the HOST
- 3.09 Provide complementary insurance coverage under the PDGA insurance policy. Details of the current policy are available from PDGA headquarters
- 3.10 Be added as a co-signer for local agreements as may be required
- 3.11 Stipend in the amount of \$1200 which will become available upon receipt of this signed agreement.
- 3.12 The PDGA has sponsored the cost of a Touring Pro Players Clinic that will require no additional resources from the HOST.

NOTE: The principal PDGA contact with the HOST is to be the PDGA Tour Manager, who may in turn delegate specific areas of responsibility to other PDGA officials.

ARTICLE 4 HOST RESPONSIBILITIES:

Since the National Tour is designed to present competitive disc golf in its most professional and competitive form, the following HOST RESPONSIBILITIES are presented in a hierarchical manner: STANDARDS (that must be fulfilled) and RECOMMENDATIONS (that are strongly urged to be met).

As such, National Tour tournament directors/clubs should review this portion of the agreement carefully and evaluate your resources objectively to determine if you and your club can meet these more stringent 2008 standards, as well as fulfill the recommendations.

4.1 PRE-EVENT PROMOTION/PUBLICITY

National Tour Standards

- 4.1.1 Produce event graphic design six months before the start of the event. PDGA may review and approve design(s) to meet normal etiquette standards and conflict of interest with any sponsorship arrangements.
- 4.1.2 Coordinate the solicitation of local and regional sponsors.
- 4.1.3 Assist PDGA or their partners/resources on generation of local and regional publicity.
- 4.1.4 Coordinate with the PDGA Office to draft and circulate a Press Release to local and regional media outlets.

- 4.1.5 Provide event information (i.e. tournament name, dates, places, sponsor info, event schedule, course and hotel directions, contact information, course map, ground rules, and any other information pertinent to the event) to be posted on the HOST web site.

National Tour Recommendations

- 4.1.6 The HOST will solicit media coverage from local outlets in order to gain radio, television, or newspaper interviews and news coverage.
- 4.1.7 The HOST will use local disc golf associations/clubs to provide support and raise awareness of the EVENT.

4.2 TOURNAMENT REGISTRATION

National Tour Standards

- 4.2.1 Entry fees are required to be a minimum of US\$100.00 and maximum of US\$150.00 for the showcase MPO division and a minimum US\$75.00 and maximum of US\$150.00 for the showcase FPO division. The maximum entry fee of all other male or female divisions must be US\$25.00 less than the highest male or female showcase division, respectively. Additional regional fees, local fees and greens fees may also be applied by HOST. Such additional fees shall not exceed \$US25.00.
- 4.2.2 Confirmed registrants for the EVENT must be posted on the pdga.com Website no more than 72 hours after their confirmation.

National Tour Recommendations

- 4.2.3 Registration should be made available through the Internet using credit cards and Pay Pal, as well as via personal checks, money orders, and cash. Online tournament registration is available through the PDGA.

4.3 COURSE PREPARATION/PRESENTATION

National Tour Standards

- 4.3.1 In accordance with PDGA Course Design Guidelines (www.pdga.com/documents/2004/PDGAGuides2004.pdf), the HOST will provide appropriate courses for play. PDGA may review and approve course(s) to meet PDGA desired guidelines. On any individual disc golf course, all catching entrapment devices shall be PDGA approved basket-type catching devices, all shall be of a uniform type and style on the same course, all shall be of metallic construction with inner chains installed and all shall be in good condition.
- 4.3.2 The course layout for the tournament, including first round target placements, out-of-bounds areas, teeing areas, and paths to the next holes should be determined and sufficiently marked no later than 48 hours before the first tee-time of the first round of the event.
- 4.3.3 Ground rules specific to the event (out-of-bounds, local conditions, tie breakers, etc) are to be submitted to the PDGA 30 days prior to the start of the event for review.

National Tour Recommendations

- 4.3.4 Players should be provided a warm-up area for throwing. This area should provide enough space (or equipment, i.e. large net to throw into) for drive, approach, and putt shots.
- 4.3.5 All courses are recommended to have non-earthen tee pads located at or above ground level.

- 4.3.6 Tee signs should be posted on all holes of the event to indicate the hole number and distance at least, and disc flight paths, distances, next tees, and a tournament sponsor, if possible.

4.4 PLAYER/FAN AMENITIES

National Tour Standards

- 4.4.1 Secure appropriate and sufficient player and staff lodging availability for the Event in the form of a HOST HOTEL or MOTEL.
- 4.4.2 Players/Fans will be provided a schedule/list of events, tee-times, and player responsibilities no less than 48 hours before the first tee-time of the first round.
- 4.4.3 Players will be provided a course map, ground rules, and tournament schedule no less than 48 hours before the first tee-time of the first round.
- 4.4.4 Tournament Programs will be available to players, fans, and media persons to provide information about the tournament operations and etiquette.
- 4.4.5 Tournament volunteers will be located throughout the course to help manage galleries and media, so that they do not distract competitors during their round.
- 4.4.6 Two restrooms must be located separately throughout the tournament venue (i.e. closest to tournament central and a point on the course farthest from tournament central) to ensure to players, fans, and media persons reasonable access during the round.
- 4.4.7 Drinking water should be generously located throughout the course for the players.

National Tour Recommendations

- 4.4.8 HOST club should maintain a Pro Shop at tournament central for players, fans, and media persons to purchase disc golf equipment and gather information about the tournament or the sport as a whole.
- 4.4.9 Players' packages should be provided to each of the players.

4.5 TOURNAMENT DETAILS AND OPERATIONS

National Tour Standards

- 4.5.1 Produce a detailed schedule of events to be approved by the PDGA.
- 4.5.2 Complete the complementary PDGA insurance form no later than two months before the event.
- 4.5.3 Agree that all Amateur divisions held in conjunction with the National Tour event be sanctioned at the SuperTour (A Tier) level.
- 4.5.4 Follow the terms set forth in the 2008 PDGA Sanctioning Agreement.
- 4.5.5 Follow the practices as developed and issued by the PDGA and its National Tour committee, including but not limited to the following:
- US \$5.00 fee per player to be collected by HOST and paid to PDGA
 - A minimum of \$4000 total added cash will be included in the final payout.
 - Payout calculations will be determined by awarding cash prizes to **a minimum of the top 40% of the players** in each division.
 - Added cash will be distributed using the share system (please see Addendum A for more information). MPO and FPO shall have a share multiplier greater than or equal to 3.0 and all other divisions shall have a share multiplier of 1.0.

4.5.6 **Tournament Scoring:**

- Round results must be recorded electronically on the PDGA Web site and submitted in the final TD Report.
- The designated Scoring Manager for the event should coordinate Live Scoring of the event with the PDGA for at least the MPO lead group for all rounds except round one. Where Live Scoring is able to be supported by the tournament staff for other divisions and/or during earlier rounds, this should occur as well.
- Results for each round must be publicly displayed no later than 30 minutes after all the last rounds scores are verified.

4.5.7 Tournament Payouts will be publicly posted (in multiple locations, if possible) no later than prior to the first round of the last day of the event.

National Tour Recommendations

- 4.5.8 Tournament Staff should consist of at least SIX PEOPLE to make up the minimum required Event staff, including but not restricted to: Tournament Director, Scoring Manager, Course Maintenance Manager, Financial Manager, Volunteer Manager, and a Spectator/Sponsor/Media Relations Manager. It is also recommended that the staff include: a Parking Manager, Activities Manager, and a Pro Shop Manager.
- 4.5.9 The park / course entrance from the main road will have signs indicating this it in an NT venue for players and fans to easily recognize.
- 4.5.10 Tournament Central for the NT event will be a highly visible pavilion, shelter, or canopy where players, fans, media, and sponsors can gather and gain information about the event.
- 4.5.11 The EVENT Check-In and Players' Meeting should occur the night before the opening round of the tournament to get the competition off to a fresh start in the morning. A five minute ground rules meeting the morning of the first day of competition is acceptable.
- 4.5.12 At least one person at the Tournament Central should have the ability to contact the PDGA Marshal at any time during the competition.

4.6 POST-TOURNAMENT OPERATIONS/REPORTING

National Tour Standards

- 4.6.1 Complete the 2008 Electronic TD Report's "Cover", "Event Info", "Scores", and "Memberships" sections, and email to PDGA no later than 24 hours after the conclusion of the Event.
- 4.6.2 Complete the "Finance" section of the 2008 Electronic TD Report no later than one month after the conclusion of the Event.
- 4.6.3 Event and HOST will follow all applicable Federal, State, and Local tax laws.
- 4.6.4 Provide PDGA with an evaluation of the Event, including problem areas and suggestions for improvement no later than one month after the conclusion of the Event.
- 4.6.5 The Tournament Financial Report will include only revenues specifically derived from and designated for the pre- and post-NT Event operations.

National Tour Recommendations

- 4.6.6 Acknowledge the contributions of all sponsors, volunteers, and community organizations with a "Thank You" card or phone call.
- 4.6.7 Organize a club meeting specifically to evaluate the strengths and weaknesses of the tournament, so that the appropriate adjustments can be made.

Many of these responsibilities are to be done through cooperation between PDGA and the HOST. The Event timeline requires consistent communication and collaboration between the two parties, as many responsibilities are interrelated.

5 EVENT TIMELINE:

HOST and PDGA agree to the following basic timeline with this event. PDGA and HOST may alter the deadlines with prior mutual consent.

[6 months Prior]

- 5.1 Event logo and associated graphics proposed by HOST and approved by PDGA
- 5.2 Announcement of the dates and venue of the tournament, including contact names and numbers
- 5.3 Publicity campaign and sponsor outreach begins
- 5.4 Appropriate and sufficient player and staff housing availability secured

[3 months Prior]

- 5.5 Schedule proposed by HOST approved by PDGA
- 5.6 Provide event information (i.e. tournament name, dates, places, sponsor info, event schedule, course and hotel directions, contact information, course map, ground rules, and any other information pertinent to the event) to be post reviewed by PDGA and posted on HOST website.

[2 months Prior]

- 5.7 Complementary PDGA Insurance form to be received by PDGA.

[1 month Prior]

- 5.8 Ground rules sent to PDGA for review and approval.

[48 hours Prior]

- 5.9 Courses to be setup for first round configuration. Temporary holes or courses need to be clearly marked and have baskets. All OBs and mandatories should also be clearly marked or defined.
- 5.10 Course maps and ground rules will be made available to players

[24 hours Post]

- 5.11 Submission to PDGA Headquarters of Electronic Event TD Report including results, courses played and configurations, and detail on any memberships collected

[1 months Post]

- 5.12 Event wrap up, including evaluation and financial summary to PDGA completed

6 BROADCASTING, VIDEOTAPING AND PHOTOGRAPHIC ARRANGEMENTS

- 6.1 Please refer to the "2008 PDGA Tour Media Agreement for Major & National Tour Events" document regarding "Media Rights" for Event which is located at www.pdga.com/documents/td/08PDGAMediaAgreement-Majors&NTEvents.pdf.
- 6.2 The PDGA reserves the right to reject footage due to obscenity, profanity, illegal drug usage, alcohol use during competition, or anything that the PDGA feels would portray the organization or disc golf in a negative light.
- 6.3 All video, audio, and photographic rights of the event are retained by the PDGA. Use of any sounds or images derived from the event must be authorized by written consent of the PDGA.

6 SPONSORSHIP

In order to avoid the development of sponsorship conflicts, both the PDGA and Host agree to maintain open communication about sponsorship contacts, in order to avoid the development of sponsorship conflicts. PDGA reserves the right to approve or disapprove any potential sponsor of the Event. Such approval shall not be unreasonably withheld and will be given within seven business days of PDGA's receipt of such notification.

By agreement to participate in the PDGA National Tour program, HOST agrees to full cooperation with all sponsorship and related arrangements that are established by the PDGA.

8. RESPONSIBILITY

- 8.1 HOST agrees that PDGA will not be responsible for any financial aspects of the tournament beyond those stated above.
- 8.2 HOST shall provide all appropriate tax information related to the Event to participants and governmental agencies as required by law.
- 8.3 HOST hereby releases, discharges, covenants not to sue, and agrees to hold harmless the Professional Disc Golf Association, its respective administrators, directors, agents, officer, volunteers, and employees, the participants, any sponsors, advertisers, and if applicable, owners and lessors of the Event premises (each considered one of the "Releasees" herein) from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of the HOST. **It is recommended that the HOST have all participants sign a waiver of liability prior to beginning play.**
- 8.4 PDGA hereby releases, discharges, covenants not to sue, and agrees to hold harmless the HOST, its respective administrators, directors, agents, officer, volunteers, and employees, the participants, any sponsors, advertisers, and if applicable, owners and lessors of the Event premises (each considered one of the "Releasees" herein) from all liability, claims, demands, losses or damages caused or alleged to be caused in whole or in part by the negligence of the Professional Disc Golf Association.
- 8.5 This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof and revokes and supersedes all prior agreements between the parties. This Agreement shall not be

modified or amended except in writing signed by the party to be charged with any such modification or amendment.

- 8.6 The parties hereto are independent contractors and nothing herein shall be construed as creating a partnership or joint venture between them. Neither party shall have the power to obligate or bind the other except as otherwise agreed upon in writing.
- 8.7 This Agreement shall be construed under the laws of the United States and the State of Colorado. Any dispute, controversy or claim arising under or related to this Agreement shall be adjudicated by a court of competent jurisdiction within the State of Colorado.
- 8.8 No waiver by either party of any breach of this Agreement shall be deemed a waiver by such party of any other breach of this Agreement.
- 8.9 Should any provision of this agreement be adjudicated by a court of competent jurisdiction as void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein.

In signing the Agreement, the HOST and PDGA representatives confirm and accept all aspects of the understandings which are outlined above.

On behalf of HOST

On behalf of PDGA

Host Name

Signature

Authorized Signature of HOST

Authorized Signature of PDGA

Name of Authorized HOST Representative (printed)

Name of Authorized PDGA Representative (printed)

Date _____

Date _____

HOST Fed Tax ID No. _____

Address _____

Address: PDGA Headquarters

3828 Dogwood Lane

Appling, GA 30802

Phone _____

Phone: (706) 261-6342

Email _____

Email: tourmgr@pdga.com

HOST is to sign and date two (2) originals of this agreement and return both to PDGA Tour Manager. The authorized PDGA Representative will then sign both originals, and return one (1) signed original to the HOST for their records.

The PDGA Board greatly appreciates your willingness to host this important tournament and looks forward to working with you to as a team to produce a very successful event.