

## 20XX CANADA 55+ GAMES HOST AGREEMENT

THIS AGREEMENT is made in triplicate and is effective this Xxx day of XXXXXXXX in the year 20XX.

BETWEEN:

THE **CANADIAN SENIOR** GAMES ASSOCIATION (Hereinafter called the “**CSGA**”)

- and -

THE XXXXXXXX HOST ORGANIZATION for the 20XX Canada 55+ Games (Hereinafter called the “Host”)

WHEREAS:

A. The **CSGA** has determined that the 20XX Canada 55+ Games (hereinafter called the “Games”) will be held from the XXth – XXth of XXXXXXX, 20XX in XXXXXXX, in the province of XXXXXXX.

B. The Host has accepted the responsibility for the preparation, organization and delivery of the Games to be held from XXth – XXth XXXXXXX, 20XX in XXXXXXX, in the province of XXXXXXX.

THE PARTIES AGREE AS FOLLOWS:

### GENERAL

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

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

(b) Carry on his/her person at all times the Medical Form as provided by the **CSGA** in the Registration Package; and

(c) Acknowledge that the Host and the **CSGA** will not be responsible for any medical and health care costs incurred by any participant.

### 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 **CSGA**.

(a). The Host will provide **CSGA** with 20% 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.

(b). Any federal funding will include costs for compliance with the Official Languages Act, if necessary. Where any Province/Territory’s legislation requires translation services, any such costs of translation shall be the sole responsibility of the respective Province/Territory.

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

(a) \$125.00 from each participant from a member province/territory;

(b) \$85.00 from each non-participant (member or non-member); and

(c) \$135.00 per participant from non-member provinces/territories ( Newfoundland/Labrador and Nunavut).

4. The Host will forward \$25.00 from registration of a participant from a member province/territory and \$35.00 from each non-member province/territory participant registration collected to the **CSGA** by the Host no later than 90 days after the conclusion of the Games.

#### **CSGA OBLIGATIONS**

5. The **CSGA** will provide technical support to the Host by way of a Technical Director with whom to consult and a Technical Package providing rules and regulations for all activities listed in the Canada 55+ Bid Guidelines. The Technical Director will be available to travel to the host community as required and at the request of the Host Organization. Two visits prior to the Games are mandatory. The **CSGA** will pay travel and other expenses for a visit at the time of the AGM the year before the Games and for a Pre-Games visit, usually three to four weeks prior to commencement of the Games. The Host Organization is responsible for travel and other expenses if visits are requested by the Host outside of the **CSGA** AGM dates or the Pre-Games visit.

6. The **CSGA** will provide advice to the Host Organization in terms of Protocol issues related to the use of the **CSGA** Flag, passing the **CSGA** Flag from Host to Host, **CSGA** appearances and/or speaking at Opening and Closing Ceremonies.

7. The **CSGA** will provide advice to the Host Organization in terms of expectations of Games Results. This will include format, distribution and other related items.

8. The **CSGA** 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.

9. The **CSGA** will provide a Participant Health Form that is to be included in all registration packages sent to participants and non-participants and/or displayed on the Host's website. This form is to be carried inside all participants name tags at all times during the games, as this is where medical personnel will be looking for it (refer to Para 23).

10. Last minute withdrawals from the games due to medical issues unfortunately do occur occasionally. The Director for the individual who has to withdraw for these reasons is to notify the President of the **CSGA** immediately and be able to provide, if requested, substantiation from a medical authority of the participants medical condition. Upon approval, the President of the **CSGA** will in turn immediately notify

the Host and direct that any registration fees paid by this individual are to be reimbursed immediately after completion of the Games.

11. Fillers may be used, with the approval of a majority of the Directors of the **CSGA**, to make a viable competition. Fillers will pay full registration fees and will have full privileges.

12. The **CSGA** 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.

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

14. If and when required, the President of the **CSGA** or his/her delegate will conduct media interviews before, during and after the Games.

15. The **CSGA** will establish a Committee to determine the winner of the Spirit of the Games award. The presentation is to be made during the Games' Closing Ceremonies.

16. At their Annual General Meeting, the **CSGA** will entertain bids from contenders for the 20xx Canada 55+ Games. A winner will be selected and the announcement of the Host community for the 20xx games will be made during the Games Opening Ceremonies.

#### HOST OBLIGATIONS

17. The Host agrees to maintain for the period during which this Agreement is in effect, Comprehensive General Liability Insurance to an inclusive limit of not less than two million dollars per occurrence for property damage, bodily injury and personal injury including the following policy endorsements:

- a. Cross Liability and
- b. Contractual Liability

18. The Host will develop a comprehensive marketing strategy for the Games. The **CSGA** will co-operate in its implementation in the Provinces and Territories. The Host shall also develop an official web site and link it to the **CSGA** web site ([www.canada55plusgames.com](http://www.canada55plusgames.com))

19. Based upon the **CSGA** template, the Host will design a Registration Package for participants and non-participants which shall be approved by the **CSGA** prior to distribution and which shall include, but not be limited to: registration form; Participant Health Form provided by the **CSGA**; Provincial/Territorial contacts; and information regarding what the participant and non-participant fees will include. The registration Package should be sent to Provincial/Territorial Directors no later than February 1st, 20XX. The deadline for registration shall be June 30 (except Saskatchewan, July XXst) unless otherwise approved by the **CSGA**. Within two weeks after the close of registration the Host will send each prov/terr a list confirming those who have registered from that prov/terr. Provincial/territorial representatives must resolve any discrepancy immediately.

20. The host may elect to offer an online registration capability for participants and non-participants. If it is decided to do so, the Host must ensure that the system in place automatically transmits a copy of the registration form to the appropriate Director. The Directors will immediately contact the Host Committee if the person registering online has not properly qualified to represent their P/T at the Games.

21. The non-participant is entitled to all privileges afforded the participant during the Games with the exception of course that they may not enter into any of the competitions. These privileges include both the opening luncheon and closing banquet, transportation to and from the airport and between games sites during the Games and ability to attend all additional entertainment functions provided by the Host. If for any reason (injury, illness, etc.) a non-participant is used to replace a participant at the last moment before the Games begin, the nonparticipant must pay the difference in fees.

22. 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 **CSGA** for approval prior to use. The **CSGA** logo must be included in the design.

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

24. The Host reserves the exclusive right for designing and marketing a Souvenir Games Pin and other Games promotional items. The design will be based on the Logo and will be submitted to the **CSGA** for approval prior to use. The **CSGA** logo must be included in the design.

25. The Host will provide medical and/or first aid equipment and services at all of the Game's venues, at the discretion of the Host, and subject to available resources. Each Province/Territory is responsible for ensuring that respective competitors have medical clearance to participate in the Games, and health care insurance coverage for the Games. The Host is also responsible to inform all medical staff that will be attending to the Games that the Participant's Health form can be found inside the name tag of all participants (Para 9 refers).

26. Pursuant to Para 10 above, the Host will refund any and all registration fees to participants who have had to withdraw from the Games at the last moment due to unforeseen medical problems.

27. The Host will forward for approval of the **CSGA**, 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. Opening Ceremonies are to include a parade of the participants in an area which provides maximum exposure to local residents, but should not exceed a length of 1.5 kilometers. Buses need also be made available for those participants not able to walk this distance. A luncheon or BBQ immediately following the Opening Ceremonies is to be made available. Closing Ceremonies are to include a sit-down banquet and ideally should be held in a location large enough to accommodate all participants and non-participants in one sitting. Both the Opening luncheon and the Closing banquet are to be considered as part of the individual's registration fee.

28. For the 20XX Games the Host will offer the eighteen (18) mandatory Activities as listed in Appendix 1 to this Agreement, unless otherwise exempted by the **CSGA**.

29. The Host will further offer a minimum of four (4) Optional activities taken from the list of activities as shown in Appendix 2 to this Agreement. If the Host so desires they may substitute up to two (2) of these Optional activities with other (local) activities that they feel would be of interest to the participants at large. These two (2) activities will be considered as Demonstration events. If so desired by the Host, these Demonstration events may be opened to the public in order to generate more interest among the local populace. The Host will determine what entrance fee, if any, is appropriate for the Demonstration event(s), and the proceeds from the public participation in these Demonstration events will remain solely with the Host.

30. . In addition, the **CSGA** has identified the 5k and 10k runs as Bonus events, also shown in Appendix 2 to this Agreement. The bonus event is one in which participants enrolled in the games may participate in, in addition to their primary choice of activity. Non-participants are not permitted to enter the bonus events unless they are willing to upgrade to participant status. The Host committee must be able to schedule these runs so as not to conflict with the majority of the other Mandatory and Optional activities and are normally held early evening or on the last day of competition. The two runs should be scheduled separately and on separate days

31. The Host will be responsible for providing medals for every event other than demonstration events. The medal design will include the **CSGA** Logo and will be approved by the **CSGA** prior to being struck.

32. The Host is normally responsible for providing provincial/territorial flags and appropriate stanchions so that these may be carried during the Opening ceremonies parade. If, for whatever reason, the Host is unable to do this, they are to inform the President of the **CSGA** at least three months prior to the Games so that alternate arrangements can be made.

33. The Host will ensure that knowledgeable officials are enlisted, through the National/Provincial/Territorial sport governing bodies where possible, to officiate at each Games event. The Host will arrange for the **CSGA** Technical Director to meet with all officials during the pre-Games visit to ensure that official rules are understood and will be observed in all instances. Officials are to be provided with copies of the appropriate **CSGA** Game Rules for their event and are to be fully knowledgeable of their content.

34. The Host must operate the individual events at the Games in accordance with the rules and regulations of participation and competition as set out by the **CSGA**. 'Local' rules for any activity cannot be used unless specifically requested by the Host committee and approved by the **CSGA**. A set of **CSGA** 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.

35. If offered, the Host will operate any demonstration events approved by **CSGA** in accordance with the rules provided by the sport governing bodies and **CSGA** game rules. In the absence of rules provided by sport governing bodies the Host will provide the rules they wish to use to the **CSGA** 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.

36. The Host will display Games Results daily for all activities, at all venues. Provinces/territories are not ranked by number of medals but it is permissible to publish the medal counts for each province or territory in non-numerical order. The reporting shall indicate both the number of participants and the number of medals from the province/territory (i.e. Manitoba: 273 participants; 35 gold, 27 silver, 18 bronze).

37. The Host will provide **CSGA** with a copy of all of the official results of all Activities no later than the morning after Games end. These results must include the standings of all participants in each activity, not just the medallists. Results shall be recorded in such a manner as to, where possible, they can be compared with Canada 55+ Games official records so these can be updated in a timely and accurate manner.

38. The Host will ensure that all venues are wheelchair accessible or that provisions are made to assist people requiring it. All venues will be smoke free in the area of play. From time to time, some participants may require 'special needs'; as such the HC must be able to provide "signers" for the hearing impaired or any other specialist as required.

39. The Host will establish an Appeal Committee to hear any protests resulting from the Games. The committee shall be comprised of a minimum of three people one of whom shall be the **CSGA** Technical Director or his designate.

40. The Host will provide status reports to the President of **CSGA** on a regular basis, at least quarterly, until all requirements of this Agreement and outstanding contractual obligations have been satisfied. The reports will be reviewed from the perspective of this Agreement. A Host Committee Timeline is attached as Appendix 3 to this Agreement.

41. The **CSGA** Director from the Host province is to be included as an advisory member of the Host Committees Board and is to be invited to all executive meetings of the Host committee. All associated costs to attend these meetings will be the responsibility of the **CSGA**.

42. The Host will arrange for the **CSGA** Directors to conduct a site and venue visit approximately one year ahead of the Games. A thorough progress report will be expected at the Annual General Meeting (AGM) to be held at the same time as the site visit. XXXXXX XXth – XXth , 20XX is suggested as the date for the site visit and AGM. A detailed timetable will be determined by the **CSGA** and the Host well in advance. The Host is responsible for arranging and paying for a meeting room with coffee, juices, water and nutritious snacks. The Host is not responsible for the cost of **CSGA** director travel and accommodation for the AGM but is responsible for any costs associated with venue inspections. An AGM will also be held immediately prior to the 20XX Games and the responsibilities of the Host will be

identical to those outlined above. A small meeting room must be made available to the **CSGA** for the duration of the Games.

Proposed 20XX AGM Timetable:

XXXXXX XXth – XXth – **CSGA** meeting

XXXXXX XXth (10:30am – 12pm): Host Committee Report. HC is free to invite people whom they wish to attend.

August XXth (1-3pm) - Tour venue sites

**43.** Within six months after the completion of the Games, the Host will provide to the **CSGA**: (a) An audited 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 **CSGA** 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 (d) A set of the medals (gold, silver and bronze), awarded at the games.

**44.** The Host shall provide courtesy vehicles for the exclusive use of the **CSGA** President and the Technical Director from the time of his/her arrival for the Games until the time of his/her departure following the Games.

**45.** The Host shall organize a fluid inter-event transportation schedule on a daily basis during the period of the games (including day of registration), including pick-ups at hotels in the morning, drop-offs at the various venues, between venues/hotels and a return to hotels at the end of the day. Depending on the Hosts plan for evening entertainment, this transportation schedule should include for these events.

**46.** The **CSGA** acknowledges that the Host is bound by the Federal Freedom of Information and Protection of Privacy Act, and that any information provided to the Host in connection with Games or otherwise in connection with the Agreement may be subject to disclosure in accordance with the Act.

**47.** The **CSGA** agrees to indemnify, save harmless and defend any person or municipality for whom it is in law responsible from any kind of liability, suit, claim, demand, action, fine, or proceeding of any kind which may be brought against it, and from and against any and all losses, costs, damages, or expenses (including reasonable legal fees) suffered or incurred, howsoever caused including, but not limited to, by reason of injury (including injury resulting in death) to any person, in any way connected with the Agreement, or arising from any breach of or non-performance by the **CSGA** of any obligation under this Agreement, unless such Claims and Losses are caused by the negligence or wilful misconduct of the Host.

## DISCLAIMER

48. Nothing in the Agreement is intended to make the Host an agent of the **CSGA** for any purpose whatsoever and the CSGA and its employees will not be considered employees of the Host.

49. The Host will not hold itself, or allow any person other than the **CSGA** President or his/her designate to hold himself or herself out as representing the **CSGA** for any purpose whatsoever.

## TERM OF THE AGREEMENT

50. The term of this Agreement shall be from the date of this Agreement to six months after the conclusion of the Games.

## AMENDING THE AGREEMENT

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

## TERMINATION OF AGREEMENT

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

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

54. Further the Host acknowledges that if it cancels for any reason, this action would constitute a breach of the Host's obligations to the CSGA and the CSGA would be harmed. Because the CSGA's harm and the Host obligation is likely to increase if there is any delay in notifying the CSGA the Host agrees to notify the CSGA in writing within Five (5) business days of any decision to cancel. The Host therefore agrees to pay the CSGA within Thirty (30) days after any cancellation the sum of \$25,000.00 plus any applicable taxes. Provided the Host timely notifies and timely pays the assessed amount (\$25,000.00) the CSGA agrees not to seek additional damages from the Host relating to the cancellation.

## NOTICE

55. Notice by mail shall be deemed to be received on the Fifth (5<sup>th</sup>.) business day after the date of mailing. Notice by and any other method shall be deemed to have been received at the time of delivery or transmission or if a transmission is sent after 4.30 p.m. on a business day or on a holiday, it shall be deemed to have been received the next business day.

THE CANADIAN SENIORS GAMES **ASSOCIATION** THE 20XX CANADA 55 PLUS GAMES **ASSOCIATION**  
HOST ORGANIZATION



Mr./Ms. XXXXXXXX Mr./Ms. XXXXXX President, **CSGA** Chair, 20XX Canada 55+ Games

The Parties have executed this Agreement by their authorized signatures on the dates below:

CANADA 55+ GAMES THE 20XX CANADA 55 PLUS GAMES ASSOCIATION HOST ORGANIZATION

This \_\_\_\_ day of \_\_\_\_\_, 20XX. This \_\_\_\_ day of \_\_\_\_\_, 20XX.

As represented by As represented by

\_\_\_\_\_  
55+ Games) (printed name and title of signatory) (President – **CSGA**) (Chair- 20XX Canada  
(printed name and title of signatory)

\_\_\_\_\_  
Authorized Representative) (Signature of Authorized Representative) (Signature of

In the presence of

Original signed by \_\_\_\_\_ Original signed by \_\_\_\_\_ (Witness – over 19 years  
of age) (Witness – over 19 years of age)



## APPENDIX 1

### ACTIVITIES TO BE OFFERED AT THE 20XX CANADA 55+ GAMES

#### MANDATORY Activities

8-Ball  
Bocce  
Bowling - Five Pin  
    - Candlepin  
    - Duckpin  
Contract Bridge  
Cribbage  
Darts  
Duplicate Bridge  
Floor Shuffleboard  
Golf  
Ice Curling  
Ice Hockey - Men's & Women's  
Pickleball  
Scrabble  
Slo-Pitch  
Swimming  
Tennis  
Track & Field  
Whist

### OPTIONAL ACTIVITIES TO BE OFFERED AT THE 20XX CANADA 55+ GAMES

(The Host will further offer a minimum of four (4) Optional Activities. Ideally the games should consist of 22-24 activities.

Badminton  
Carpet Bowling  
Cycling  
Floor Curling  
Horseshoes  
Lawn Bowls  
Stick Curling  
Table Tennis

#### Bonus Events

The 5k and 10k runs are consider BONUS events, and may be entered into by any participant in addition to their main activity of choice. Both runs must be offered on a non interference basis will all or most of the other sporting activities. Early evening or on the last day of competition are most suitable. The two runs must be run separately and preferably on separate days.

## APPENDIX 2

### Host Committee Time Line

December 1, 20XX Games Host Agreement signed (22 months prior to Games)

April 1, 20XX Final Sport List submitted to **CSGA**

June 1, 20XX Status Report #1 to **CSGA** (as per Host Obligations, Para's 16 – 45)

August, 20XX - AGM 20XX XX – XX XXXXXXXX, 20XX

Status Report #2 to **CSGA** (include updated budget)

Host Committee Orientation - **CSGA** Directors Initial Venue Inspection

December 1, 20XX Status Report #3 to **CSGA**

February 1, 20XX Games Registration Packages to **CSGA** Directors & non-member provinces/territories.

March 1, 20XX Status Report #4 to **CSGA** (include updated Budget and list of Sport/Event Coordinators)

May 1, 20XX Draft details of Opening & Closing Ceremonies to **CSGA**

June 1, 20XX Status Report #5 to **CSGA**

June 15, 20XX Preliminary Event schedules submitted to **CSGA** Technical Director & President

June 30, 20XX Registration Deadline; Sask. ONLY July XX

July 15, 20XX Final Registration lists received provided to **CSGA** Directors; Sask. July XX

July 30, 20XX Athlete's confirmation letters in mail

Dates TBA, 20XX Final Venue Inspection / Sport Chairs meetings (3 wks out) re: Event schedules, rules, check list by **CSGA** Technical & Admin Directors (or their delegate). All Final Event Schedules must be ready for approval.

AGM 20XX Host Committee Report (on the Games) (starts at least 4 days prior to the Games)

Dates of games "Let The Games Begin" - Courtesy vehicles provided to **CSGA** President & Technical Director (duration of Games)

Morning of XXX XX, Final Games Results to **CSGA** Directors 20XX

November 30, 20XX Financial payment to **CSGA**

February 28, 20XX Final Games Report to **CSGA**, including 20% of profit realized from the Games.