



2020 CANADA 55+ GAMES HOST AGREEMENT

THIS AGREEMENT is made in triplicate and is effective this ___ day of _____ in the year 2018.

BETWEEN:

THE CANADIAN SENIOR GAMES ASSOCIATION
(Hereinafter called the "CSGA")

- and -

_____ having been named the HOST ORGANIZATION for the
2020 Canada 55+ Games
(Hereinafter called the "Host")

WHEREAS:

A. The CSGA has determined that the 2020 Canada 55+ Games (hereinafter called the "Games") will be held from the ___ to ___ of _____, 2020 in the City of _____, in the Province/Territory of _____.

B. The Host has accepted the responsibility for the preparation, organization and delivery of the Games to be held from ___ to ___ of _____, 2020 in the City of _____, in the Province/Territory of _____.

THEREFORE in consideration of the mutual covenants herein contained,
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 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.

DEFINITION OF TERMS:

Games Participant – an individual who registers to compete in a designated Games event competition.

Games Non-Participant – an individual who registers for the Games as a non-participant, is unable to enter any of the Games event competitions.

Games Official – an individual, either hired or recruited as a volunteer by the Host, qualified to competently marshal their given event.

NET PROFIT – the actual profit after working expenses not included in the calculation of gross profit have been paid out. (Total Revenue - Total Expenses = Net Profit)

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 as required):

\$125.00 from each participant from a member Province/Territory;

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

\$135.00 per participant from non-member Provinces/Territories (Newfoundland/Labrador and Nunavut).

4. The Host will forward the following monies from each registration collected to the CSGA by the Host no later than 90 days after the conclusion of the Games.

- (a) \$25.00 from each participant from a member Province/Territory
- (b) \$35.00 from each participant from a non-member Province/Territory
- (c) \$10.00 from each non-participant

CSGA OBLIGATIONS

5. The CSGA will provide technical support to the Host by way of a Technical Director with whom to consult and a Master Rule Book providing rules and regulations for all events listed in the Canada 55+ Bid Guidelines, a Staging Manual to the Host upon being awarded the Games, and a Host Committee Orientation Session during the CSGA AGM one year before the Games. 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 guidance 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 (Reference Appendix 3).

7. The CSGA will provide guidance 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, within 10 business days of receipt of the following: 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 all participants with a Canada Games 55+ 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 for Games Medical use only if needed. This Health Form must be worn inside the registrants' name tags at all times during the Games as this is where Games Medical personnel will be looking for it. (Refer to Paragraph 25).

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 Master Rule Book 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 (Reference Appendix 3).

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 2022 Canada 55+ Games. A winner will be selected and the announcement of the Host Community for the 2020 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 to an inclusive limit of not less than Five Million Dollars (\$5,000,000) 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 Games web site and link it to the CSGA web site (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; 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 1, 2020. The deadline for registration shall be May 31 (except Manitoba and Prince Edward Island June 30, and Saskatchewan July 20) unless otherwise approved by the CSGA. Within two weeks after the close of registration, the Host will send each Province/Territory a list confirming those who have registered from that Province/Territory. 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 Province/Territory at the Games.

21. The non-participant is entitled to all privileges afforded the participant during the Games with the exception 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 and sanctioned places of accommodation during the Games and the 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 non-participant 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 events. The logo design will be submitted to the CSGA for approval prior to use. The CSGA logo must be included in the design. The Host Committee will grant all Provinces/Territories permission to use the Logo for Advertising and promotion of the Games.

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

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, subject to available resources. Each CSGA Province/Territory is responsible for ensuring that registered participants have medical clearance to participate in the Games. The Host is also responsible to inform all medical staff that will be attending the Games that the Participant 's Health Form can be found inside the name tag of all participants (Paragraph 9 refers).

26. Pursuant to Paragraph 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. Alternate modes of transportation need to 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 2020 Games the Host will offer all eighteen (18) Mandatory Events 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) to a maximum of six (6) Optional Events taken from the list of Events as shown in Appendix 2 to this Agreement. Ideally the Games should consist of 22 – 24 Events. If the Host so desires they may include up to two (2) other (local) Events that they feel would be of interest to the participants at large. These two (2) Events 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/10k run as a Bonus Event, also shown in Appendix 2 to this Agreement. The Bonus Event is one in which participants enrolled in the 2020 Games may participate in, in addition to their primary choice of Event. Non-participants are not eligible to run in the Bonus Event unless they are willing to upgrade to Participant status. The Host must be able to schedule these runs so as to not conflict with the majority of the other Mandatory or Optional Events selected. The two runs should be scheduled separately and on separate days. Normally this will mean scheduling them in the evenings or on the last day of competition. The Bonus Event is to be medalled if the Host intends to include it in the Games.

31. In order to ensure that all Events are viable, the Host, with the agreement of the CSGA, may combine age groups within a given event if it is seen after all Registration Forms have been received that there are insufficient participants in any specific age group(s). Medals are to be awarded, however, to participants in each of the combined age groups.

32. 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.

33. 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.

34. 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 Games Rules for their event and are to be fully knowledgeable of their content.

35. 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 Event will not 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.

36. 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 Games 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.

37. The Host will display Games Results daily for all Events, 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).

38. The Host will provide CSGA with a copy of all of the official results of all Events no later than the morning after Games end. These results must include the standings of all participants in each event, not just the medallists, and must include both given and surnames. 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.

39. 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.

40. The Host will establish a Protest Committee to hear any protests resulting from the Games. The committee shall be comprised of a minimum of four people, one of whom shall be the CSGA Technical Director or his designate.

41. 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 Timeline is attached as Appendix 3 to this Agreement.

42. The CSGA Director from the Host Province, or a suitable replacement from the Host's Provincial 55+ or Senior Games Organization, is to be included as an advisory member of the Host Board and is to be invited to all executive meetings of the Host. All associated costs to attend these meetings will be the responsibility of the CSGA.

43. The Host will arrange for the CSGA Technical Director 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. A detailed timetable for the AGM will be determined

by the CSGA for the Host well in advance, a tentative timetable for Host participation in the AGM is shown below. The Host is responsible for arranging and paying for a meeting room with coffee, juices, water and nutritious snacks, along with any technical equipment required for the meeting. The Host is not responsible for the cost of CSGA directors 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 2020 Games and the responsibilities of the Host will be identical to those outlined above. A meeting room as required must be made available to the CSGA for the duration of the Games.

Proposed 2019 AGM Timetable:

August 20 - 22. – CSGA meeting

August 20. (10:30 am – 12 pm): Host Committee Report. HC is free to invite people whom they wish to attend.

August 21. (1 – 4 pm) - Tour venue sites by CSGA Technical Director.

August 22. (7 – 9 pm) – Host Orientation (to be attended by all Host Senior Management and Games Officials).

44. 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 Events, including raw data where this information may be appropriate (i.e. bowling scores, track and field times/distances, swimming times, etc.);

(d) A set of the medals (gold, silver and bronze), awarded at the Games for each director (13 sets); and a CD or memory stick of pictures taken of participants during their events or at the ceremonies.

45. The Host shall provide courtesy vehicles for the exclusive use of the CSGA President and the Technical Director from one day prior to the Games until one day after the Games.

46. The Host shall organize a reliable inter-event transportation schedule on a daily basis during the period of the Games (including days 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 is to include these events when applicable.

47. 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 the Games or otherwise in connection with the Agreement may be subject to disclosure in accordance with the Act.

48. The CSGA agrees to indemnify, save harmless and defend (at the discretion of the City) the City, its elected officials and any other person for whom it is in law responsible, from any kind of liability, suit, claim, demand, fine, action, 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 by the City (the "Claims and Losses"); 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

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

50. 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

51. 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

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

TERMINATION OF AGREEMENT

53. Either party may terminate this Agreement with cause by giving the other party 180 days written notice of its intention to terminate.

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

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

56. In the event the Games are cancelled, or this Agreement is terminated, the Host is responsible for any and all costs incurred, except where the Games were cancelled or terminated due to a fundamental breach of contract on the part of CSGA.

57. Further the Host acknowledges that if it cancels for any reason, this action would constitute a breach of the Host 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

58. Notice by mail shall be deemed to be received on the fifth business day after the date of the mailing. Notice by and any other method shall be deemed to have been received at the time of the delivery or transmission or if a transmission is sent after 4:30 pm on a business day or on a holiday, it shall be deemed to have been received on the next business day.

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

THE CANADIAN SENIOR GAMES
ASSOCIATION

President, CSGA

THE 2020 CANADA 55 + GAMES
HOST ORGANIZATION

Chair, 2020 Canada 55+ Games

IN WITNESS WHEREOF THE PARTIES HERETO have here unto affixed their corporate seal and/or attested by the hands of its proper office duly authorized in that behalf.

Date Signature

Date Signature

The terms of this Agreement are hereby accepted by the undersigned.

CANADIAN SENIOR GAMES ASSOCIATION

Date President – CSGA
I have the authority to bind the Corporation

Date Witness

APPLICABLE LAWS

This agreement shall be governed by, and interpreted and enforced in accordance with the laws in the Province/Territory of _____ and the laws of Canada, as applicable.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations.

MANDATORY EVENTS TO BE OFFERED AT THE
2020 CANADA 55+ GAMES

- | | |
|-----------------------|--------------------------------|
| 1. 8-Ball | 10. Ice Curling |
| 2. Bocce | 11. Ice Hockey (Men and Women) |
| 3. Five-Pin Bowling | 12. Pickleball |
| 4. Contract Bridge | 13. Scrabble |
| 5. Cribbage | 14. Slo-Pitch |
| 6. Darts | 15. Swimming |
| 7. Duplicate Bridge | 16. Tennis |
| 8. Floor Shuffleboard | 17. Track & Field |
| 9. Golf | 18. Whist |

OPTIONAL EVENTS TO BE OFFERED AT THE 2020 CANADA 55+ GAMES

The Host will further offer a minimum of four (4) to a maximum of six (6) Optional Events. Ideally the Games should consist of 22 to 24 Events

- | | |
|-------------------|------------------|
| 1. Badminton | 5. Horseshoes |
| 2. Carpet Bowling | 6. Stick Curling |
| 3. Cycling | 7. Table Tennis |
| 4. Floor Curling | 8. Lawn Bowling |
| | 9. Washer Toss |

BONUS EVENT

The 5k/10k Run is considered a BONUS event, and may be entered into by any participant in addition to their main event of choice. The BONUS event is only to be included as long as it can be run on a non-interference basis with all or most of the other events (i.e. conducted on the two afternoons following the Opening Ceremonies, in the evening or possibly on the final day of the Games). The two races must be run separately and preferably on separate days.

Host Committee Time Line

<u>Date</u>	<u>Initiative</u>	<u>Approval/ Responsibility</u>
December 1, 2018	Games Host Agreement Signed	CSGA, Host
April 1, 2019	Final Sport List submitted to CSGA	Host, CSGA
May 1, 2019	Games Logo submitted to CSGA for approval	Host
June 1, 2019	Host status Report #1 submitted to CSGA	Host
June 15, 2019	Approval of Games Logo	CSGA, Host
August 20-22, 2019	CSGA Hosted in 2020 Host City - Host Status Report #2 submitted orally to CSGA	Host
December 1, 2019	Host Status Report #3 submitted to CSGA	Host
December 15, 2019	CSGA submit electronic copy of Games Rules to Host	CSGA
February 1, 2020	Registration Packages sent to CSGA Provincial/Territorial Directors	Host
March 1, 2020	Host Status Report #4 submitted to CSGA (include updated budget and list of Sport/Event Coordinators)	Host
April 1, 2020	Host Draft Opening & Closing Ceremonies submitted to CSGA	Host
May 31, 2020	Registration deadline (all Provinces/Territories except those noted in Clause 19)	CSGA
June 1, 2020	Host Status Report #5 submitted to CSGA	Host
June 15, 2020	Final Registration lists submitted to all CSGA Directors except MB, PEI, and SK.	Host
June 15, 2020	Preliminary Event Schedules submitted to CSGA Technical Director and President	Host
June 30, 2020	CSGA approval of Preliminary Event Schedules	CSGA
June 30, 2020	Registration deadline for MB and PEI	CSGA
July 15, 2020	Final registration lists submitted to MB and PEI Directors	Host
July 20, 2020	Registration Deadline for SK.	CSGA
July 30, 2020	Athlete's confirmation letters in mail	Host
August 1, 2020	CSGA Final venue Inspection, final event schedules approved and Sports Chair meeting	CSGA
August 5, 2020	Final Registration list submitted to Saskatchewan Director	Host

??	CSGA AGM hosted in _____, Host Status Report #6 submitted orally to CSGA	CSGA/Host
??	CSGA President and Technical Director receive courtesy vehicles	Host
??	"Let the Games Begin"	All
??	Final Games Results submitted to CSGA Directors	Host
November 30, 2020	Final payment to CSGA	Host
February 28, 2021	Final Games Report to CSGA, including 20% of profit realized from the Games	Host