



**HOST AGREEMENT
FOR THE
2013 STAR OF THE NORTH SUMMER GAMES**

THIS AGREEMENT is made effective this 12th day of September 2012, by Star of the North State Games, Inc., a Minnesota not-for-profit corporation having its principal area of business in Blaine, Minnesota, (hereinafter referred to as the "State Games Board") and the St. Paul Parks and Recreation (hereinafter referred to as the "Local Committee").

WITNESSETH

WHEREAS, the Minnesota Amateur Sports Commission has been charged to provide an opportunity for Minnesotans of all ages, creeds, ethnic and socio-economic backgrounds to become actively involved in an Olympic-style competition; and

WHEREAS, the Minnesota Amateur Sports Commission has entered into agreement with the State Games Board to be the official managing organization for the Star of the North State Games; and that unless otherwise specified, the Minnesota Amateur Sports Commission Associate Director shall be known as the "designee;" and

WHEREAS, the Local Committee wishes to conduct the Star of the North Summer Games for 2013, an event awarded by the State Games Board; and

WHEREAS, the State Games Board agrees that the Local Committee shall conduct the 2013 Star of the North Summer Games subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing premises and of the agreements and covenants contained herein, the State Games Board and Local Committee hereby agree as follows:

1. GRANT OF RIGHT TO CONDUCT THE 2013 STAR OF THE NORTH SUMMER GAMES. The State Games Board hereby grants to the Local Committee the right to conduct the Star of the North Summer Games from June 21, 2013, through June 30, 2013, at venues and facilities in the City of St. Paul and additional communities as dictated by the program and facility needs of the event. The above-designated dates and locations for the Star of the North Summer Games shall not be changed without prior written approval from the State Games Board and/or its designee.

2. RIGHTS OF THE LOCAL COMMITTEE. As the host for the 2013 Star of the North Summer Games, the Local Committee shall be entitled to the following:

- a. All marketing, promotion and advertising concerning the 2013 Star of the North Summer Games, including news releases, publications, printed materials and the like, shall identify the City of St. Paul, Minnesota, as being responsible for conducting the 2013 Star of the North Summer Games.
- b. The Local Committee and/or the City of St. Paul, Minnesota, may refer to itself in any marketing, promotion and advertising as "The host community for the 2013 Star of the North Summer Games."
- c. The Local Committee shall be entitled to use the Star of the North State Games logo and trade name in connection with the marketing, promotion and advertising for the 2013 Star of the North Summer Games.
- d. St. Paul Parks and Recreation shall be the designated fiscal agent for the 2013 Star of the North Summer Games. Any cost or underwriting necessary to have this service provided shall be the responsibility of the Local Committee. All accounting should be done according to generally accepted accounting standards.
- e. Except as otherwise specified, the Local Committee shall be entitled to all revenues that accrue in the Local Committee operating budget as a result of conducting the 2013 Star of the North Summer Games, including, without limitation, those items outlined in Exhibit A.
- f. The Local Committee shall provide the State Games Board with regular budget status reports and shall inform the State Games Board regarding any significant changes in the operations budget for the 2013 Star of the North Summer Games.
- g. Upon the conclusion of the 2013 Star of the North Summer Games, any deficit in the Local Committee operating budget shall be the responsibility of the Local Committee.
- h. Upon the conclusion of the 2013 Star of the North Summer Games, any and all profits in the Local Committee operating budget shall be retained by the Local Committee. The State Games Board recommends that the Local Committee disperse any revenues from the 2013 Star of the North Summer Games to programs and/or projects that benefit local sports, fitness and recreation.

3. PRIOR STATE GAMES BOARD APPROVAL. All phases of the Local Committee's efforts to market and produce the 2013 Star of the North Summer Games shall be subject to prior written or verbal approval of the State Games Board and/or its designee. Such approval shall not be unreasonably withheld.

4. RESPONSIBILITIES OF THE STATE GAMES BOARD. The State Games Board shall bear complete and, unless otherwise stated herein, sole responsibility for the following obligations, at its expense, in connection with the 2013 Star of the North Summer Games:

- a. To consult with and provide overall guidance, direction and support to the Local Committee in coordinating, planning, organizing and managing the Summer Games.
- b. To provide sport commissioners to assist the Local Committee in the operation of the following sports and operations: volleyball, basketball, soccer, lacrosse, track and field, figure skating, and headquarters. The State Games Board shall be responsible for compensating sport commissioners.
- c. For competitions without sport commissioners, provide the necessary information and guidance of a technical nature to assist the Local Organizing Committee in the operation of each sport.
- d. To coordinate, review and provide final approval for all public information, media announcements and news releases.
- e. To provide the Local Committee with design, editing and typesetting services for all publications and marketing materials. This also includes developing and monitoring a publications timetable with the Local Committee which specifies printing and distribution deadlines.
- f. To provide the Local Committee with membership mailing lists and labels from various organizations as required to mail all necessary sport registration materials.
- g. To organize and coordinate all results reporting and media operations, with volunteer assistance provided by the Local Committee as requested, and mutually agreed to.
- h. To manage all functions of the registration of athletes, prior to actual check-in at event headquarters. This commitment will include: answering phone and e-mail inquiries regarding registration; receiving all postal, faxed, and on-line registrations at the Star of the North Games office in Blaine, Minnesota; inputting registrations into the computer system; the mailing of confirmation letters; maintenance of waiting lists for team and individual sports, where applicable; and preparation of registration materials for on-site check-in.
- i. To process payments for the registrations received prior to the opening of on-site check-in. The State Games Board will issue a check covering all registration fees received to the Local Committee on a periodic basis beginning as soon as registration revenues reach \$5,000.
- j. To provide a Registration Assistance Program scholarship fund of at least \$2,000 to pay the registration fees of athletes under the age of 18 who are unable to afford the registration fees. The actual maximum amount of funds to be distributed through the Registration Assistance Program shall be determined by the State Games Board based on budgetary considerations. (The Local Committee shall have the right to establish its own scholarship program, should it choose to do so.)
- k. To provide the Local Committee with staff assistance when requested which is reasonably necessary to ensure the quality and efficient operation of the Summer Games.
- l. To assist the Local Committee in obtaining items not listed in this Agreement, but which are reasonably necessary to ensure the quality and efficient operation of the Summer Games.

5. RESPONSIBILITIES OF THE LOCAL COMMITTEE. The Local Committee shall bear complete and, unless otherwise stated herein, sole responsibility for the following obligations in connection with the 2013 Star of the North Summer Games:

- a. To conduct all aspects of the Summer Games in accordance with the guidelines set forth by the State Games Board, state amateur governing associations and/or national governing bodies for each sport.
- b. To display Star of the North State Games signage at appropriate venues and facilities, subject to the supply provided by the State Games Board; and to display the Star of the North logo in all publications and promotional materials which are printed and distributed by the Local Committee.
- c. To supply the State Games Board with updated and revised organizational charts of the Local Committee and its members. Current names, addresses, telephone numbers, and email addresses of individuals chairing such committees shall accompany these charts.
- d. To appoint and compensate professional staff adequate to coordinate and manage all local activities. Such professional staff shall be appointed on a schedule mutually agreed to by the Local Organizing Committee and the State Games Board.
- e. To appoint and train local sport directors for each of the Summer Games sports.
- f. To recruit and adequately train volunteer or paid venue managers to oversee the sport and business operations at each venue. All Star of the North Games venues must have a venue manager on duty during all competition hours. Such venue managers are the official on-site representatives of the Local Committee.
- g. To recruit additional volunteer support personnel to assist in the general conduct and management of competitions, events and venues (i.e. ticket-takers, maintenance personnel, scorekeepers, media operations, etc.).
- h. To take responsibility for the appropriate insurance needs of the Games through one of the following means:
 - Have an acceptable public agency, such as a city or university, take official action to assume the risk of staging the Games by making the 2013Games an official event, or
 - Purchase the general liability insurance policy made available through the National Congress of State Games.
- i. To obtain and fund appropriate sanctioning and certificates of insurance from the state and/or national governing associations for at least the following sports: Figure Skating (USFSA), Soccer (MYSA/USYSA), and Weightlifting (USA Weightlifting). In the interest of efficiency, the Local Committee agrees to have the State Games Board obtain the sanctions, the cost of which would then be reimbursed by the Local Committee.
- j. To assume responsibility for all costs related to the distribution of registration materials, information and participant registration confirmations.
- k. To provide a headquarters space sufficient to accommodate the on-site check-in and registration of athletes and teams, and to staff headquarters with a sufficient number of volunteers.

- l. To provide credentials or wristbands for participants, coaches, volunteers, administrators, media and VIP's.
- m. To provide all equipment, supplies and other items necessary for conducting the daily operations of the Local Committee.
- n. To assume responsibility for all printing costs related to publications and marketing materials distributed locally and statewide.
- o. To furnish all sport equipment necessary to conduct the sports competitions.
- p. To coordinate, assign, monitor and compensate all officials, referees and judges necessary to conduct competitions. It is recommended the Local Committee enter into special agreements with officials associations and organizations, when necessary.
- q. To provide all medical services, including medical supplies, for participants and spectators according to the safety requirements of the sport competition and/or special activity.
- r. To purchase the remaining medal stock of the previous year host community, at a price equivalent to that paid by host.
- s. To purchase the required quantity of standard medals from a vendor of the Local Committee's choosing. The Local Committee is then expected to design a unique ribbon to attach to the standard medal.
- t. To develop, produce and distribute merchandise to be sold at the Games. All designs must meet the standards and approval of the State Games Board and/or its designee. All revenues from merchandise sales are retained by the Local Committee.
- u. To provide all facility signage, directional signage, and local patron banners.
- v. To provide adequate security at venues and facilities.
- w. To provide the State Games Board, staff, volunteers and statewide corporate sponsors with passes to attend all events.
- x. To provide the State Games Board with lodging for its members, staff, commissioners and VIP's. The State Games Board shall provide the Local Committee with the specific lodging list no later than May 1, 2013, after which any net increase in the number of room nights would be the responsibility of the State Games Board.
- y. To accept credit cards as payment for registration fees, and to absorb any service fees required by the providing bank.
- z. To perform other additional services and to provide additional items not listed in this agreement, but which are reasonably necessary to ensure the quality, safety and efficient conduct of the Summer Games.

6. SPORT COMPETITIONS. The State Games Board has authorized the Local Committee to conduct sport competitions listed in Exhibit D under the policies and procedures established by the State Games Board and to identify and prepare the facilities and venues that meet the technical specifications necessary. To change, add or delete a sport competition from the authorized list, the Local Committee must first receive approval from the State Games Board and/or its designee.

7. SPECIAL EVENTS. The Local Committee may choose to organize and conduct the following events, and also others at their option:

- a. A Celebration of Athletes recognizing participants, officials, administrators, volunteers and sponsors of the Summer Games.
- b. A VIP Reception for dignitaries, sponsors, and other invited officials of both the State Games Board and Local Committee.
- c. A media kick-off/news conference.

8. REGISTRATION FEES. The State Games Board shall have the right to determine the participant registration fees for each sport that is part of the Summer Games. The fee structure shall be as designated in Exhibit E.

The State Games Board shall retain \$5.75 per participant of all base registration fees for its general operating budget. The Local Committee shall retain the remainder of the base registration fee, plus one hundred percent (100%) of any late fees and additional fees for its general operating budget.

All registration fees and additional fees shall be subject to final approval by the State Games Board.

9. SPONSORSHIP. The State Games Board expressly reserves the exclusive right to enter into agreements with respect to statewide sponsorship for the Summer Games. All revenues from such agreements shall belong solely to the State Games Board.

The State Games Board hereby notifies St. Paul Parks and Recreation Organizing Committee that the State Games Board will secure no statewide sponsors for the 2013 Games.

The Local Committee shall retain one hundred percent (100%) of any local sponsorship revenues for its general operating budget.

10. MISCELLANEOUS. This Agreement constitutes the entire understanding between the Local Committee and the State Games Board with respect to the subject matter hereof and supersedes all prior agreements, representations and communications.

Notices and communications under this Agreement shall be sufficient if given in writing personally, by fax, e-mail, or by first-class mail to Star of the North State Games, Inc., 1700 105th Avenue Northeast, Blaine, Minnesota 55449. Phone: (763) 785-5634, or (800) 756-STAR. Fax: (763) 785-5699. E-mail:

bkruse@mnsports.org.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ST. PAUL PARKS AND RECREATION

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

STAR OF THE NORTH STATE GAMES

By: _____
Title: _____
Date: _____

EXHIBIT A

SOURCES OF REVENUE FOR THE LOCAL COMMITTEE

The Local Committee is entitled to receive all proceeds and profits, without limitation, from:

- a. All registration fees, less the \$5.75 per-participant fee, which shall be paid to the State Games Board.
- b. All late-registration fees.
- c. Additional registration fees for facility costs, sanctioning fees, insurance fees, and equipment costs.
- d. Sales of all-events passes and any other revenue from admission and ticket sales.
- e. Merchandise sales.
- f. Concession sales.
- g. Local sponsorship sales.
- h. Other local contributions, grants, and donations.
- i. Advertising sales from souvenir program.
- j. Hotel room commissions
- k. Any other additional fund-raising projects, as approved by the State Games Board.

EXHIBIT B

RIGHTS OF STATEWIDE SPONSORS

The Local Committee will recognize the rights of all statewide sponsors. Statewide sponsorship rights include:

- a. Use of the titles "Official Sponsor," "Statewide Sponsor," or simply "Sponsor."
- b. Priority logo recognition on all printed materials designed and distributed by either the State Games Board or the Local Committee.
- c. Signage at competition venues, subject to the number of banners provided by the State Games Board to the Local Committee.

NOTE: THERE WILL BE NO STATEWIDE SPONSORS FOR THE 2013 GAMES.

EXHIBIT C

RIGHTS OF LOCAL SPONSORS

The Local Committee shall have the right to execute sponsorship agreements with local sponsors.

The State Games Board will recognize the rights of local sponsors. Local sponsorship rights include:

- a. Public title of sponsor (i.e. "presenting," "local," etc.) subject to State Games Board approval.
- b. Appropriate logo recognition on printed materials designed and distributed by either the State Games Board or the Local Committee, at the option of the Local Committee.
- c. Appropriate logo recognition on the Star of the North website.
- d. Inclusion by the Local Committee in any souvenir program advertising or listing of local Summer Games sponsors, contributors, patrons, etc.
- e. Signage at competition venues, at the option of the Local Committee.
- f. Tickets and admission to Summer Games events and competition venues, at the option of the Local Committee.
- g. Any other benefits deemed appropriate by the Local Committee, which do not conflict with existing State Games Board sponsorship contracts or policies.

EXHIBIT D
LIST OF SPORTS

The State Games Board grants the Local Committee the authorization to conduct competition in the following sports for the 2013 Summer Games

Baseball
Basketball
Billiards
BMX Cycling
Diving
Figure Skating
Gymnastics
Lacrosse
Soccer
Softball
Swimming
Tennis
Track and Field
Triathlon
Volleyball
Weightlifting

The Local Committee and the State Games Board may further amend the list of sports at any time by mutual agreement.

EXHIBIT E

LIST OF SPORT REGISTRATION FEES

The following fees shall be charged to individual and team participants competing in the 2013 Summer Games. The additional fees may be adjusted at any time by mutual agreement between the State Games Board and Local Committee.

	Base Fee	Late Fees
Basketball		
<i>Adult</i>	\$275 per team	\$300 after May 15
<i>Youth</i>	\$175 per team	\$200 after May 15
BMX Cycling	\$20 per event	(all revenues and expenses for BMX will be retained and covered by
Faribault BMX.)		
Diving	\$25.00	\$30.00 on event day
Figure Skating	\$90.00	\$110.00 after May 11
Gymnastics	\$35.00	\$45.00 after May 15
Lacrosse		
<i>Boys HS</i>	\$325 per team	\$375 after May 15
<i>Girls HS</i>	\$325 per team	\$375 after May 15
<i>Girls HS</i>	\$40.00 individual	\$45.00 after May 15
<i>Boys 7-8</i>	\$225 per team	\$275 after May 15
<i>Boys 7-8</i>	\$40.00 individual	\$45.00 after May 15
<i>Girls 7-8</i>	\$225 per team	\$275 after May 15
<i>Girls 7-8</i>	\$40.00 individual	\$45.00 after May 15
Soccer		
<i>U13+</i>	\$400 per team	\$450 after May 1
<i>U11-U12</i>	\$350 per team	\$400 after May 1
<i>U9-U10</i>	\$250 per team	\$275 after May 1
Swimming	\$30.00	\$35 after May 15
Tennis	\$30.00 singles	\$35 after June 1
Track and Field		
<i>Adult</i>	\$30.00	\$35.00 after June 1
<i>Youth</i>	\$25.00	\$30.00 after June 1
Volleyball	\$275 per team	\$325 after May 1
Weightlifting	\$30.00	\$35 after May 15

CONTRACT SUMMARY

Key points of host agreement

1. Local committee retains revenues (p. 2)
2. Any deficits are the responsibility of the LOC (p. 3)
3. Any profits are retained by the LOC. (p. 3)
4. State Games Board provides
 - Training and guidance (p. 3)
 - Sport commissioner program (p. 3)
 - Statewide media promotion (p. 3)
 - Design, editing, and typesetting of all publications (p. 3)
 - Mailing lists and labels (p. 3)
 - Press operations and results reporting at the event (p. 4)
 - Registration computer, software, inputting, mailing of confirmations (p. 4)
 - Processing of registration payments (p. 4)
 - Registration Assistance Program scholarship fund (p. 4)
5. LOC provides
 - Professional administration staff (p. 5)
 - Sport directors (p. 5)
 - Venue Managers (p. 5)
 - Assumption of risk, or adequate liability insurance (p. 5)
 - Sport Sanctioning (p. 5)
 - Pays for mailing and other distribution of registration materials (p. 5)
 - Printing (p. 6)
 - Sports Equipment (p. 6)
 - Medical Services (p. 6)
 - Medals (p. 6)
 - Merchandise sales program (p. 6)
 - Souvenir program (p. 6)
 - Maximum of 50 room nights of lodging for SGB (p. 6)
 - Organizes a Celebration of Athletes and VIP Reception (p. 7)
6. LOC rebates \$5.75 per athlete to SGB (p. 7)