

DATED

(date)

(year)

BETWEEN

NEW ZEALAND INLINE HOCKEY ASSOCIATION INCORPORATED

"NZIHA"

AND

"Venue"

(name of Venue)

NATIONALS VENUE AGREEMENT

THIS AGREEMENT dated **(contract date)**

BETWEEN **NEW ZEALAND INLINE HOCKEY ASSOCIATION INCORPORATED**
("NZIHA")

AND ("venue abbreviation")

BACKGROUND:

- A. NZIHA is responsible for the sport of Inline Hockey in New Zealand.
- B. NZIHA organises and operates an annual NZ Inline Hockey National Championship for affiliated Inline Hockey Clubs ("the Nationals").
- C. The "VENUE PROVIDER" has agreed to provide its Rink and associated facilities ("the Rink") for Nationals for the Dates set out in Schedule A hereto.

NOW THE PARTIES AGREE as follows:

1. CONFIRMATION

- 1.1 The background is hereby confirmed.

2. THE RINK

- 2.1 The "VENUE PROVIDER" will provide to NZIHA the Rink as described in Schedule A(1) hereto.
- 2.2 The facilities which are to be available at the Rink are set out in clause 5 hereof, together with any additional facilities described in Schedule A(4) to be put in place before the commencement of Nationals.

3. AVAILABILITY

- 3.1 The Dates for Nationals are as set out in Schedule A(2) hereto.
- 3.2 NZIHA will confirm the number of days with "VENUE PROVIDER", once the final team entries and subsequent scheduling are in place and in any event no later than seven (7) days before the Dates shown in Schedule A(2).
- 3.3 The "VENUE PROVIDER" will ensure that the Rink is available for extension of days if due to unforeseen circumstances, the number of days required need to be extended.
- 3.4 The "VENUE PROVIDER" shall ensure that the Rink is available a minimum of sixty (60) minutes prior to the scheduled first game each day.

4. PAYMENT FOR RINK

- 4.1 NZIHA will pay the agreed amount per day, as set out in Schedule A.
- 4.2 A day is defined as the 24 hour period starting at 7am each day of hire and includes a part day.
- 4.3 Any non-game activity organised by NZIHA shall be included within the daily rate.
- 4.4 NZIHA will pay 50% of the total estimated payment for the Rink on or before the first date of Nationals, with the balance to be paid on or before the last date for Nationals. The "VENUE PROVIDER" will present NZIHA with a detailed GST invoice including bank details.

5. RINK FACILITIES

- 5.1 The "VENUE PROVIDER" will ensure that the Rink is available during the Dates. If for any reason the Rink is not available, then the payments shall not be payable.
- 5.2 If any game is delayed as a result of non-availability of the Rink including any issue identified in Schedule A(5) hereof then a penalty will be imposed on the "VENUE PROVIDER" as set out in Schedule A(5) hereof.
- 5.3 The "VENUE PROVIDER" shall ensure that the Rink will:
 - 5.3.1 Have an office available for the NZIHA Nationals Manager(s).

- 5.3.2 Have goals with netting secured in the correct manner and tension to ensure any pucks entering the goal are easy to determine.
- 5.3.3 Have markings that are clear and follow the set out in the NZIHA Rule Book.
- 5.3.4 Have a provision for score bench and all other associated equipment relating to the playing of the game of Inline Hockey.
- 5.3.5 Provide a referee room with showers.
- 5.3.6 Be cleaned prior to competition, including and not limited to the Rink floor.
- 5.3.7 Be cleaned daily, including bathrooms, changing rooms, rubbish removal, the Rinks swept and/or mopped.
- 5.3.8 Operate an on-site café for the duration of Nationals with all proceeds going to the “VENUE PROVIDER”.
- 5.3.9 Have a score clock that is checked and operating correctly.
- 5.3.10 Have team benches for both home and away teams.
- 5.3.11 Have safety netting around all Rink barriers apart from immediately in front of the players’ bench and the score bench.
- 5.3.12 Have a score bench safety barrier that is provided by perspex and/or netting.
- 5.3.13 Have fully functional and lockable changing rooms.
- 5.3.14 Have a player water-filling station.
- 5.3.15 Have a sound system which is in working order for music, which includes a cordless microphone as required for announcements.
- 5.3.16 Have a notice board for result charts and other associated information.
- 5.3.17 Have a suitable area set up with a bed in the event that an injury occurs so that First Aid can be provided.
- 5.3.18 Have a freezer and ice packs available.
- 5.3.19 Have hot water available for tea and coffee facilities for volunteer staff.

6. OBLIGATIONS OF “VENUE PROVIDER”

- 6.1 In addition to the obligations referred to in clause 5, the “VENUE PROVIDER” shall prior to the Nationals:
 - 6.1.1 Provide a list of names and contact details to NZIHA for local dignitaries for presentations etc.
 - 6.1.2 Provide local schools’ contact to include in advertising.
 - 6.1.3 Provide local media personnel names and contacts.
 - 6.1.4 Provide NZIHA with a liaison person who can represent and speak for the “VENUE PROVIDER” before and during Nationals.
 - 6.1.5 Provide NZIHA with names and contact details for Club representatives who will be available for the duration of Nationals in the case of maintenance/cleaning, safety issues.
 - 6.1.6 Encourage volunteers from within the “VENUE PROVIDER” membership to assist with score bench, goal judging and venue maintenance duties and provide names and contact details to NZIHA for scheduling purposes.
 - 6.1.7 Ensure that any media release has prior written approval of NZIHA.
 - 6.1.8 Be available to meet for a pre-Nationals organisational meeting (if required) with the NZIHA Operations Committee.
 - 6.1.9 Make available a liaison person as set out in Schedule A(7).
- 6.2 The “VENUE PROVIDER” will provide during Nationals:
 - 6.2.1 Volunteers to complete a daily clean up referred to in clause 5.3.7.
 - 6.2.2 Access for a vehicle to off-load equipment adjacent to the Rink prior to the commencement and completion of Nationals.
 - 6.2.3 Advise NZIHA of any known security concerns relating to vehicles parked in the car park during the event.

7. NZIHA'S OBLIGATIONS

- 7.1 NZIHA will be responsible for all administrative duties prior to and on-site during the Nationals which will include:
- 7.1.1 Make available a liaison person as set out in Schedule A(7).
 - 7.1.2 Providing Nationals Manager.
 - 7.1.3 Providing computer, printer and consumables.
 - 7.1.4 Providing team medals, trophies and prize banners.
 - 7.1.5 Providing game schedule.
 - 7.1.6 Accepting team entries and payments.
 - 7.1.7 Advising Clubs of their responsibilities and ensuring that they are aware that they must have an official assigned to their teams familiar and/or trained in First Aid.
 - 7.1.8 Providing a back-up First Aid kit in the tournament office.
 - 7.1.9 Appointing Chief Referee and on-floor and off-floor game officials.
 - 7.1.10 Approving and appointing marketing gear suppliers.
 - 7.1.11 Approving and appointing a Nationals Photographer and allocating space to them.
 - 7.1.12 Calling for additional volunteers from visiting Clubs to assist with score bench and First Aid duties.
 - 7.1.13 Providing and designing the official Nationals poster, the official Nationals programme and/or the flyer and associated charts and documents.
 - 7.1.14 Advertising of Nationals to the immediate catchment area of the "VENUE PROVIDER" and surrounding regions to all known schools utilising email data.
 - 7.1.15 Inviting dignitaries to attend the prize giving and official functions.
 - 7.1.16 Seeking funding or sponsorship where possible in respect of the hosting of Nationals.
 - 7.1.17 Allocation of marketing space for suppliers.
 - 7.1.18 Approving promotional banners and Club banners and discussing with the "VENUE PROVIDER" the placement.

8. MARKETING AT RINK

- 8.1 The "VENUE PROVIDER" will make available sufficient space at the Rink for suppliers to market their Inline Hockey related equipment to players, supporters and their families during the Nationals. NZIHA reserves the right to charge the suppliers a marketing fee.
- 8.2 If the "VENUE PROVIDER" has an incumbent supplier at the Rink, then NZIHA reserves the right to charge the incumbent supplier the same marketing fee as the suppliers referred to in clause 8.1.
- 8.3 The location for the non-incumbent suppliers will be as set out in Schedule A(4).

9. FUNDRAISING

- 9.1 NZIHA retains the right to authorise all fundraising activities during the Nationals (eg raffles etc.). Organised raffle marketing must abide by the relevant Licensing Legislation.

10. EXTERNAL FUNDING

- 10.1 NZIHA have the right to seek funding for the Nationals from any external body including, but not limited to the sponsorship opportunities as set out in Schedule A(6). The "VENUE PROVIDER" will assist if required by NZIHA, but will not directly approach third party funding bodies.

11. DAMAGE TO THE RINK

- 11.1 In the event of any damage to the Rink during Nationals (outside normal wear and tear) the "VENUE PROVIDER" must bring this to the attention of the NZIHA representative. NZIHA reserves the right to seek reparation from the parties responsible for incurring the damage.
- 11.2 NZIHA will be responsible for the repair subject to any rights to claim insurance pursuant to the "VENUE PROVIDER"'s insurance cover.

12. HEALTH AND SAFETY

- 12.1 Both the “VENUE PROVIDER” and NZIHA will at all times comply with the current Health and Safety Legislation and recognise any policies and recommendations promoted by Sport New Zealand.
- 12.2 NZIHA and the “VENUE PROVIDER” will appropriately manage the risks as set out in the Risk Register Schedule B and will further develop a template to help identify and evaluate risks and to ensure that they comply with the relevant Legislation. Should any act of God such as earthquake, fire, flood or civil disturbance prevent either party from carrying out their obligations under this Agreement, then neither party shall be liable for the non-performance under the Agreement.

13. DISPUTE RESOLUTION

- 13.1 Both parties will work together in a proper and respectful manner.
- 13.2 Any disagreement that cannot be resolved between the parties may be referred to an independent Board member of NZIHA to act as mediator. Failing a successful mediation then the parties may refer the dispute to arbitration in accordance with the Arbitration Act.

EXECUTED as an Agreement

SIGNED for and on behalf of **NEW ZEALAND INLINE HOCKEY ASSOCIATION INCORPORATED** by an Authorised Signatory in the presence of:) _____
 Krystyna Beardman (General Manager)

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SIGNED for and on behalf of **VENUE PROVIDER** by an Authorised Signatory in the presence of:) _____

Signature of witness

Full name of witness

Occupation of witness

Address of witness

SCHEDULE A

1. ADDRESS OF RINK

2. DATES FOR NATIONALS

3. PAYMENT PER DAY

4. ADDITIONAL FACILITIES REQUIRED AT RINK

- a) A Nationals Assistant to co-ordinate the changing room roster, check the changing rooms after use, assist with the main Rink access gate for teams before and after the games, assist the "VENUE PROVIDER" Club with rubbish pick up and disposal, cleaning as time allows, collecting display banners from participating Clubs and installing as appropriate with the assistance of the "VENUE PROVIDER" Club members and other incidental duties, the remuneration of which will be forthcoming from NZIHA. Reimbursement to be discussed.
- b) The location for any non-incumbent suppliers will be (to be advised)

5. SPECIFIC RINK ISSUES

*The "VENUE PROVIDER" will ensure that they take all reasonable measures to prevent (give reasons for potential loss of game time)
Loss of game time due to (insert reason) will result in a penalty of \$55.00 per game plus GST to a maximum of \$500.00 plus GST per day being deducted from the final payment due.*

6. SPONSORSHIP OPPORTUNITIES

7. LIAISON PERSON (CONTACT DETAILS)

"VENUE PROVIDER":

NZIHA: *Krystyna Beardman, General Manager*