

## **Event Partnership Agreement**

**This Agreement** (“this Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **Howard County**, Maryland (“the County”), a body corporate and politic, and **Adventures for the Cure** (“Event Partner”), a Maryland non-profit corporation, to cosponsor a Cyclocross Race in Howard County in 2014.

**WHEREAS**, the Event Partner and the County wish to enter into this Agreement in order to specify the responsibilities of each party in regard to the Event; and

**WHEREAS**, the Event Partner and County wish to provide a post-event beer garden, and the County agrees to allow the beer garden, but only in accordance with the restrictions provided in this Agreement; and

**WHEREAS**, execution of this onetime Agreement is specific to the event and does not guarantee or imply County approval of subsequent events, and

**WHEREAS**, the Event Partner is a 501 (c) (3) non-profit organization.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the adequacy and receipt of which is hereby acknowledged, the Event Partner and the County hereby agree as follows:

### **1. Term and Use.**

- a) The County and Event Partner agree to work together to promote and conduct a Cyclocross Race at Rockburn Branch Park on Sunday, November 16, 2014.
- b) The term of this Agreement is from November 1, 2014 through November 14, 2014.

### **2. Administrative Matters**

- a) Arrangements for locations including fields, pavilions, concessions and gathering areas are at the discretion of the County.
- b) Promotion: Event will be jointly promoted via regular Recreation and Parks promotional tools and through the Event Partner’s event listings available online.
- c) Budget and Expense plan will be mutually determined by both parties. A component of the expense budget includes department overhead and indirect expenses that are difficult to determine precisely. Thus a set fee will be included in the budget as a contribution to the Department’s “Step Up to Health Fund” to offset such costs. Proceeds, if any, will benefit future program development.
- d) County agrees to allow registration through a third party or the event partner as a means to reach a broader regional and national market specific to the sport. If the

registration waiver release does not meet County approval, both parties will work on the day of a tournament to secure an additional County waiver from all participants.

- e) Event sanctioning by U.S. Cycling and local Bike Racing Associations to obtain all necessary race permits and official sanctioning of the Event, including the arrangement of race officials.
  - a. Sanctioning includes the requirement that all participants have a USA Cycling License.
  - b. Sanctioning includes a USA Cycling Event Insurance Certificate with Howard County as a named insured.
- f) Event Partner staff will handle check-in of pre-registered teams, officials and other VIP's.
- g) Event Partner will provide ramps for all curb areas in accordance with United States Cycling Federation specifications.
- h) Sponsors must be approved by the Department of Recreation and Parks. Prospective sponsors shall be notified by the recruiting party in advance that sponsorship does not imply endorsement of their products or services.
- i) Recreation and Parks staff will handle the administrative matters including concessions, promotions, oversight of planning details, securing permits, customer service concerns and other communications. Other specific responsibilities include:
  - i. Notifying the County Department of Fire and Rescue Services in advance of the events and, if emergency personnel are assigned to cover the events, to make the appropriate arrangements to have them on site (unless they are called away for an off-site emergency).
  - ii. Making any necessary decisions regarding inclement weather and its effect on the event (during the event – this is the responsibility of the event officials and/or referees, etc).
  - iii. In winter weather situations, take into account parking lot and snow removal needs when making inclement weather decisions.
  - iv. Taking the lead on developing any emergency plans deemed necessary.
  - v. Working with other governmental agencies to secure required permits.
- j) Per Department policy, competitive surface preparations and repairs must be made by Department personnel unless otherwise approved in writing by the appropriate Park Manager.

3. **Competition**

- a) A mutually determined Race Director will rule on competitive matters involving protests or behavioral circumstances that are participant based. Events that involve advancement to a future tournament will require this director be authorized by the appropriate governing body.
- b) All rules interpreters and sport officials will be arranged based on the Budget & Expense Plan.

4. **Post-Event Beer Garden.**

Event Partner may conduct a post-Event beer garden within a marked section of the Park designated by the County. Event Partner agrees to require alcohol monitoring and crowd control for the beer garden. Beer may be provided at no cost to race participants of legal drinking age and for a fee for beer tickets and wristband to spectators and others in attendance of legal drinking age.

- a) The beer garden shall be located in an area shaded by a canopy, trees, or both. The chosen area is mutually known as the “beer garden” and will be displayed on the event map. The Event Partner must obtain approval from the Director of the Department for the beer garden’s exact location on or before November 7, 2014. If a location is not approved by the Director, the County will not permit the beer garden to operate.
- b) Beer garden service may begin no earlier than with the first Cyclocross Race finisher and shall end no later than 5 p.m.
- c) The Event Partner must acquire all required alcoholic beverage licenses from the Board of License Commissioners of Howard County on or before Friday, November 7, 2014. If any required license is not obtained, the County will not permit the beer garden to operate. If any employees, agents, or volunteers of Event Partner are to serve alcohol at the beer garden, Event Partner shall obtain a liquor liability endorsement for the Event on its general liability insurance policy.

5. **Staffing by Event Partner.** The Event Partner shall staff the Event with the Event Partner’s employees, agents, and volunteers. Event Partner’s employees, agents, and volunteers are not employees, agents, or volunteers of the County, and the Event Partner is responsible for salaries, expenses, workers’ compensation insurance, liability insurance, and taxes due to such employees or owed to any governmental agency on their behalf.

6. **Compliance with Laws.** Both parties shall comply with all federal, State, and County and laws and regulations applicable to cycling events. This includes compliance with all applicable federal, state and local laws and regulations pertaining to equal opportunity and equal employment practices, including the Americans with Disabilities Act. By executing this Agreement, Event Partner and agrees and affirms that it accepts and will

conform to the Howard County Equal Opportunity laws in that: Howard County expects both parties will not discriminate against any employee, applicant for employment or program participant because of race, creed, religion, color, national origin, sex, age, occupation, personal appearance, political opinion, sexual orientation, marital status, familial status or disability. Both parties will take affirmative action to ensure that applicants, employees, and participants in the Event are treated equally without discrimination.

7. **Insurance.** The County **DOES X / DOES NOT \_\_\_\_\_ (CHECK ONE)** require Event Partner to carry liability insurance. If insurance is required, the following provisions apply:
- a) The Event Partner shall maintain in effect without interruption for the term of this Agreement a comprehensive general liability policy approved by the County's Risk Management Office.
  - b) The Event Partner shall deliver a Certificate of Insurance to the County evidencing such coverage: (i) at the time of execution of this Agreement; and (ii) immediately upon any renewal of said policy during the term of this Agreement. The original and any renewal Certificates shall be attached to and incorporated into this Agreement upon their delivery to the County and approval by the Superintendent of Sports & Adventure Services. The failure to provide said Certificates in a timely manner shall be cause to terminate this Agreement.
  - c) If the event or tournament is sanctioned by a National Governing Body (see 2e above) and the Governing Body provides a standard insurance policy(ies); such insurance policy(ies) shall include both parties. If liability insurance is required in (7a), then this certificate must meet County risk management standards to qualify as meeting the requirements of paragraph (7a) and (7b).
8. **Workers' Compensation Insurance.** By executing this Agreement, the Event Partner attests and certifies that it has satisfied the requirements of the Maryland Workers' Compensation Law, Labor and Employment Article, Title 9, Annotated Code of Maryland, and will remain in compliance with the Law for the duration of this Agreement. The Event Partner attests and certifies that the Event Partner **DOES \_\_\_\_\_ / DOES NOT \_\_\_\_\_ (CHECK ONE)** employ one or more employees who will participate in the performance of this Agreement and for whom workers' compensation insurance is required under the Law. An Event Partner who does employ one or more such employees during the term of this Agreement shall deliver a Certificate of Insurance for the required coverage to the County. The Certificate shall meet County Risk Management Standards and require the review and approval of the Superintendent of Sports & Adventure Services and, following approval, shall be delivered by the Event Partner: (i) at the time of the execution of this Agreement; and (ii) immediately upon any renewal of the insurance policy(ies) during the term of this Agreement; or (iii) if the Event Partner does not now employ any such employee, at the time the Event Partner hires any such employee during the term of the Agreement. The original and any renewal

Certificates shall be attached to and incorporated into this Agreement upon their delivery to the County and approval by the Superintendent of Sports & Adventure Services. The failure to provide said Certificates in a timely manner shall entitle the County to terminate this Agreement. The Event Partner agrees to indemnify the County for all costs associated with workers' compensation claims filed against the County by persons performing services on behalf of the Event Partner under this Agreement.

9. **Indemnification.** The Event Partner agrees to indemnify and save the County harmless from and against any and all claims, actions, damages, liability and expense, including attorney fees, and cost of defense, in connection with loss of life, personal or bodily injury and/or damage to property that may be done or suffered by reason of the Event Partner's fault or negligence in the performance of or failure to perform its responsibilities as stated in this Agreement, or occasioned all or in part by any act or omission of the Event Partner, its agents, or employees.
10. **Event Partner.** The parties understand, stipulate and agree that neither the Event Partner nor their volunteers or staff are agents of the County and, further, that the Event Partner shall not have the right to make any commitments for or on behalf of the County.
11. **Assignment Not Permitted.** The Event Partner may not assign this Agreement or any of the rights or obligations under this Agreement without the written permission of the County, which permission may be granted or withheld at the County's sole discretion.
12. **Termination.** This Agreement may be terminated by the County, in whole or in part, whenever the County determines that such termination is in the best interest of the County. The Event Partner's failure to provide current insurance information as required by this Agreement is cause for immediate termination. In addition, if the Event Partner breaches this Agreement, the County may immediately terminate the Agreement for default or at its sole discretion allow the Event Partner time to take corrective action to cure the default. The County shall have the right to pursue any and all remedies against the Event Partner at law or in equity.
13. **Construction.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Maryland.
14. **Signs and Advertising.** The Event Partner shall obtain County approval of any signs or advertising it wishes to post on County property.
15. **Notices.** All notices, demands, and requests hereunder by either party to the other shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

If to the Event Partner:

Adventures for the Cure  
PO Box 7372  
Halethorpe, MD 21227

If to the County:

Michael Blevins, Sports Manager  
Department of Recreation and Parks  
7120 Oakland Mills Road  
Columbia, Maryland 21046

Either party may by notice to the other (given in the manner set forth in this Section 15) change the address for giving such notices in the future. For purposes of this Agreement, any notice, demand, or request which is sent by mail shall be deemed delivered upon mailing.

**(Signatures appear on following page.)**

**Adventures for the Cure – Cyclocross**

IN WITNESS WHEREOF, the parties have executed this License the day and year first written above.

**WITNESS:**

\_\_\_\_\_

Witness

**EVENT PARTNER:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

Lonnie R. Robbins

Chief Administrative Officer

**HOWARD COUNTY, MARYLAND**

By: \_\_\_\_\_

Ken Ulman

County Executive

**APPROVED FOR LEGAL SUFFICIENCY**

This \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_:

Reviewed by:

\_\_\_\_\_

Margaret Ann Nolan

County Solicitor

\_\_\_\_\_

James D. Vannoy

Assistant County Solicitor

**APPROVED FOR SUFFICIENCY OF FUNDS:**

**RECOMMENDED BY DEPARTMENT:**

By: \_\_\_\_\_

Stanley J. Milesky

Director of Finance

By: \_\_\_\_\_

John Byrd, Director

Department of Recreation and Parks