

United States Masters Swimming, Inc. National Championship Swimming Meet Contract

Introduction

The purpose of this contract is to ensure that United States Masters Swimming, Inc. (USMS) national championship swim meets are conducted properly. A well-run meet should move quickly, assure official times, and be enjoyable to all participants. To this end, USMS has set forth in this contract the terms necessary for the proper conduct of a meet.

Please read this contract and Schedule A carefully. Your signature on this contract is evidence of your understanding of and agreement to these contract terms.

Agreement of the Parties

The undersigned Host Organization (Host) agrees to conduct the 2008 USMS National Short Course Championships according to the terms of this contract and the current USMS technical rules. In exchange for Host completing the agreed upon terms, USMS shall pay to Host fees as set forth in the schedule herein.

Dates of Meet:

Pool:

Host Organization(s):

Host Authorized Responsible Signatories:

USMS Championship Chair:

Mark Moore
33055 Dolphin CT
San Juan Capistrano, CA 92675
Phone: 949-233-6521 (day & evening), E-mail: championship@usms.org

Terms of USMS' Obligations

1.0 CHAMPIONSHIP COMMITTEE REPRESENTATIVE: USMS shall provide a representative to act as a liaison to the meet director prior to, during, and after the meet.

2.0 PRE-MEET SITE VISIT: The USMS liaison shall make a site visit approximately one to three months prior to the meet.

3.0 MAILING LIST: USMS shall provide Host with a mailing list and/or mail labels including current names and addresses of the USMS Board of Directors, LMSC chairs, LMSC newsletter editors, and all registered clubs if requested by Host. The mailing list shall remain the property of USMS and shall not be disseminated or distributed to third parties without the written consent of USMS.

4.0 MEDICAL: The USMS liaison shall review Host's provisions for acceptable medical coverage during competition and the day prior to competition.

5.0 FINANCIAL: USMS shall pay Host monies according to the terms of this meet contract. USMS shall pay the amount due to the Host within 60 days following receipt of the meet report prepared by the Host.

USMS shall pay for the USMS Championship Committee liaison's reasonable and necessary expenses, including transportation and room, for the pre-meet site visit and meet.

6.0 PROTEST COMMITTEE: USMS shall provide a Protest Committee as defined in the current *United States Masters Swimming Code of Regulations and Rules of Competition*.

7.0 EVALUATION COMMITTEE: USMS shall provide a committee to evaluate compliance of the Host with terms of this contract. This committee shall be composed of at least three Championship Committee members, plus two additional USMS members who are knowledgeable in championship procedures. No member of the Protest Committee, host club, or host LMSC may serve on the Meet Evaluation Committee.

8.0 ORDER OF EVENTS: USMS shall designate the order of events per rule book protocol unless the Championship Committee has approved a different format of events.

9.0 NATIONAL QUALIFYING TIMES/EVENT LIMIT: National qualifying times will be set for the meet and limitation of events entered shall be imposed upon the meet host if deemed necessary by the Championship Committee.

10.0 PUBLICATION of MEET ENTRY/INFORMATION: USMS shall publish the official meet entry form and associated entry information in an official USMS publication and on the USMS web site at no cost to the Host.

11.0 SPONSORS: USMS shall pay Host \$1000 for each official USMS sponsor whose contract contains a USMS Championship booth clause (see Schedule A) and who commits to attend the meet. USMS shall be obligated to pay Host unless USMS notifies Host by March 10th for short course and by May 10th for long course (in the year of the meet) that the USMS sponsor does not require a booth.

12.0 PROCESSING ENTRIES. The USMS National Office shall receive and process all entries. This includes entering all postal entries into the USMS Entry System for inclusion in the final Hy-Tek database.

13.0 ENTRY FEES. All entry fees prior to the individual entry deadline shall be payable to USMS. Every two weeks, the National Office shall submit a voucher to the USMS Controller for payment to the Host of all Entry Fees minus \$10.00 per individual entered in the meet, (2) processing fees of \$1.50 per postal event and (3) credit card fees at 5% of gross credit card receipts. USMS shall make the last payment to the Host by three (3) weeks following the last day of the meet. The National Office shall submit the last voucher for payment to the Host of all Entry Fees minus \$10.00 per individual entered.

USMS shall provide the Host with an accounting of all amounts deducted from the fees received within 30 days of the last day of the meet.

Terms of Host's Obligations

Facilities

14.0 **WATER TEMPERATURE:** The water temperature in the competition course(s) shall be maintained between 78 and 80 degrees Fahrenheit. The warm-up pool(s) may be kept at a different temperature with approval of the Meet Liaison and Championship Committee Chair.

15.0 **SHADE:** There shall be adequate shade and inclement weather protection provided for outdoor pools.

16.0 **SMOKING:** The No Smoking regulations shall be enforced. Smoking and use of other tobacco products are prohibited on the pool deck, in the locker rooms, in spectator seating and standing areas, and in all areas used by swimmers, during the meet and during the warm-up periods in connection with the meet.

17.0 **DECK PREPARATION:** Deck equipment shall be removed to allow free passage and unobstructed view for competitors and officials along all sides of the course.

18.0 **PUBLIC ADDRESS SYSTEM:** The public address system shall be audible in the pool area and seating areas.

19.0 **AUTOMATIC TIMING:** Automatic timing equipment and electronic read out boards shall be provided for all courses used during competition. For two courses, the electronic read out boards shall have the capability to display times for all lanes simultaneously. Event and heat numbers for all courses shall be displayed at all times during the competition in locations easily visible to the participants.

20.0 **LOCKER ROOM FACILITIES:** An appropriate amount and accessible number of locker rooms, toilets, and hot shower facilities shall be available as presented in the meet bid.

21.0 **WARM-UP FACILITY:** A properly supervised warm-up facility shall be available (1) in the competition pool beginning the day before the start of competition from at least 3 pm until 7 pm and (2) during the entire meet, beginning at least one hour prior to competition each day, and continuing throughout the day and evening until at least 30 minutes after the competition ends. When the distance day is the first competition day, warm up in the competition pool on the distance day shall be available until at least 7:00 pm. If the last heat of the last event finishes after 6:30 pm, the competition pool will be open for an additional 30 minutes.

22.0 **WARM-UP PROCEDURE:** Warm-ups shall be conducted according to the "Safety Guidelines and Warm-Up Procedures for USMS National Championship Meets". Two Marshals for each end of each pool shall be continuously present to enforce stated guidelines. A copy of the guidelines should be visibly posted at the meet site and included in each swimmer's registration information.

23.0 **CONCESSIONS:** Throughout the entire meet, there shall be a food concession available supplying liquids and nourishment appropriate for competitive athletes.

24.0 **TELEPHONES:** There shall be a telephone available, convenient, and in working order for emergency calls during the meet.

Medical

25.0 **MEDICAL:** There shall be appropriate medical equipment and ACLS (Advanced Cardiopulmonary Life Support) licensed personnel qualified to use the medical equipment at the meet site while competitors are using the facilities, including the days of competition and the day prior to the meet. This

must include an appropriate medical transport vehicle on site. **NOTE: COMPETITION AND WARM-UPS SHALL NOT BE ALLOWED TO PROCEED IF THIS REQUIREMENT IS NOT FULFILLED.** Medical facilities must also be clearly marked and accessible. The Host shall provide a Report of Occurrence for all medical occurrences during the meet to the USMS insurance broker. The Host shall also provide the National Championship Meet Medical Log Sheet to the USMS coordinator of medical care for National Championships (USMS Medical Coordinator).

The meet director shall appoint a Local Medical Coordinator. The Local Medical Coordinator shall work with the USMS Medical Coordinator to formulate a medical and emergency plan for the meet. The Local and USMS Medical Coordinators shall be available for consultation during the meet, but need not be present at the meet.

The meet director of a national championship, upon obtaining medical advice from the Local Medical Coordinator of that championship as well as the USMS Medical Coordinator, may exercise the option to prohibit a swimmer from further competition in that championship in the interest of the swimmer's health.

Officials

26.0 OFFICIALS: There shall be a sufficient number of qualified officials to run a national championship meet. The minimum on deck at all times includes: 1 meet referee, 1 administrative referee, 1 deck referee for each course, 1 starter for each course, 1 recall rope operator for each course if a recall rope is used, sufficient stroke and turn judges to cover the size of each course (the minimum being two for each course—four are recommended for stroke events), appropriate number of lifeguards for the facility, and one safety marshal for each end of each pool in use for warm-ups. **COMPETITION MAY NOT BE ALLOWED TO PROCEED IF THIS REQUIREMENT IS NOT FULFILLED.**

The USA Swimming Officials Chair shall recommend a list of individuals to fill each of the following key positions at USMS National Championship Meets (1) Head Referee, (2) Administrative Referee, (3) Head Starter, and (4) Chief Judge. Emphasis should be placed on (1) officials' prior experience at large Masters Meet and (2) those living near the meet venue. The meet host in conjunction with the Championship Committee will make final selection of officials. The meet host also has the authority to name his own officials to the above four positions, but he must choose a USA-S National Championship Certified official for the Meet Referee. The meet host will pay for the transportation of the first two officials. The meet host will provide lodging for all four of these officials.

27.0 RULES: The meet shall be conducted according to the current *United States Masters Swimming Code of Regulations and Rules of Competition*.

Timers

28.0 TIMERS: There shall be a minimum of two timers per lane for each course, each using a stopwatch and a back-up button. There shall be extra watches started for each race by the chief timer or an alternate timer. **COMPETITION MAY NOT BE ALLOWED TO PROCEED IF THIS REQUIREMENT IS NOT FULFILLED.** Timers shall not be solicited from participants or spectators at the meet.

Registration

29.0 REGISTRATION: Meet registration for contestants to report to upon arrival at the meet venue and a check-in desk for contestants to confirm their swims each day shall be efficient and available during hours of pool operation including warm-ups and competition. With approval of the Championship Committee, alternative check in using the Internet may be used.

Heat Sheets

30.0 HEAT SHEETS: For pre-seeded events, heat sheets listing the name, age, club, seed time, and heat and lane assignments shall be made available to all swimmers at the time of registration. For deck-seeded

events, except relays, entry lists (psych sheets) listing the name, age, club, and seed time by age group and then by time (or by time only for events not seeded by age groups), shall be made available to all swimmers at the time of registration. If, instead, the host chooses to make heat sheets available for deck seeded events, then the heat sheets for each day, except relays, shall be made available before those events are swum.

Awards

31.0 AWARDS: Awards as defined in the current *United States Masters Swimming Code of Regulations and Rules of Competition* shall be distributed in a timely and appropriate manner. The Host shall purchase all awards. Awards not picked up at the meet may, at the discretion of the Host, be mailed and shall be postmarked within two weeks after the meet ends. Additional awards ordered by the Host shall be postmarked within two weeks after receipt by the Host.

If USMS has an awards manufacturer as a sponsor, Host shall be obligated to secure a bid for meet awards; however, Host shall not be obligated to accept the bid.

Results

32.0 MEET RESULTS: Results shall be posted at the pool in a timely and appropriate manner. Printouts of splits shall be made available to swimmers at the meet.

Meet Administration & Miscellaneous Services

33.0 COMPUTERIZATION: Host shall be required to use Hy-Tek Ltd. computer services for meet seeding, results, and associated lists and labels. The cost to the Host for this service consists of (1) \$1,000 for the first day of the meet (not including the day before the meet commences), plus \$500 for each additional day and (2) the reimbursement of Hy-Tek for airline, personal automobile or rental car, food, and motel charges. If the Host has a hospitality area at the meet venue, the Hy-Tek person is encouraged to eat there during the day. All food expenses are subject to a daily maximum of \$35. Note that these cost (except for those costs that can not yet be determined) are paid to Hy-Tek by Host.

The Host shall be responsible for the equipment, personnel, and supplies requirements specified in Schedule B. USMS may amend Schedule B by faxing or e-mailing an updated schedule to the Host at any time after this contract is signed but no later than 2 months prior to the start of the meet.

34.0 MEET START: Competition shall begin at the scheduled time each day.

35.0 MEETINGS: Arrangements shall be made for: (1) a general meeting prior to the start of competition, and (2) a pre-meet officials and medical orientation meeting.

36.0 PRE-MEET INFORMATION: The Host shall fulfill all representations made during bidding and listed in pre-meet information, unless the Host and USMS mutually agree upon changes. Such representations are terms and conditions of this contract as set forth in Schedule C.

37.0 SHUTTLE: The shuttle service shall be as stated in the meet information and bid presentation. For most venues, the shuttle service is optional. It should typically include service during the day prior to the meet and to and from the banquet (if one is held). The Host may charge for the shuttle service.

38.0 ANNOUNCER: Host shall provide an announcer who is familiar with Masters swimming throughout the championship meet.

39.0 VENDORS AND SPONSORSHIP AGREEMENTS: Host agrees to recognize all corporate agreements entered into with sponsors and identified by USMS, and Host further agrees to abide by all obligations set forth in such contractual agreements. USMS shall decide the scope and the interpretation of the contractual agreements with USMS sponsors in its sole discretion, and Host agrees to be bound by USMS's decision. Host shall not contact USMS sponsors directly unless directed to do so by the USMS

Corporate Partner Liaison. Questions regarding USMS sponsors should be addressed to the USMS Corporate Partner Liaison who is identified pursuant to Schedule A.

If USMS provides a minimum of five swimwear vendors at National Championship meets, then the local venue will not be allowed to have an additional swimwear vendor except if prearranged by a facility contractual agreement. Otherwise, Host shall be permitted to have two swimwear vendors in addition to USMS sponsors. Host shall not provide booths to any other vendors who sell products or services that compete with USMS sponsors. Host shall be permitted additional vendors who sell non-competing products or services. Before entering into binding agreements with any such vendors concerning booths, Host shall submit name(s) of those vendors to the Championship Chair for approval. When allocating booth space, Host agrees to give prime locations to USMS sponsors. If three or fewer USMS swimwear sponsors do not purchase booths for the meet, Host may designate one swimwear vendor of its choice for each USMS swimwear sponsor that does not purchase a booth.

Those sponsors who have executed corporate sponsorship agreements that are in effect on the date this contract is signed will be identified in Schedule A, which is attached hereto and incorporated herein by reference. USMS may amend Schedule A by faxing an updated schedule to the Host at any time after this contract is signed but no later than December 15 of the year prior to the meet. USMS sponsors who desire a booth may be added after December 15 if both USMS and Host agree.

Host agrees to abide by specific criteria related to USMS sponsors as outlined in Schedule A. Host shall provide a 24-hour secure location for the vendors, and be responsible for merchandise shipped prior to the meet by USMS National Sponsors.

40.0 MEET INFORMATION PACKET: Host shall prepare a meet information packet that shall include the meet information and entry form. Host shall submit the meet information in draft form to the USMS meet liaison and the chair of the championship committee by July 31 of the year prior to the meet. The meet information shall include all information designated by USMS and any additional information desired by the Host, subject to USMS approval. Entry forms must be approved by USMS. This information shall be published in an official USMS publication and on the USMS web site at no cost to Host. Short Course Nationals information shall be published in the Jan-Feb issue. The individual and relay entry forms and any additional information the Host desires shall be posted on the USMS web site no later than 3 months prior to the first day of the meet.

41.0 WEBSITE INFORMATION: All official information related to the meet (all entry information that is published in the official USMS publication, including the entry form) shall be posted only on the USMS web site, currently www.usms.org.

42.0 RECORD VERIFICATION: The Host's LMSC Top Ten Recorder or other meet official shall submit appropriate national and/or world record verification(s) to the USMS Records and Tabulation Chair. Result cards, timing machine printouts, entry forms, heat sheets, and other information used to compile results and records shall be kept by the Host for a minimum of one year after the conclusion of the meet.

43.0 ENTRANT FEE: The meet host shall be entitled to receive all individual and team relay entry fees and meet surcharge fees as established by the current *USMS Code of Regulations and Rules of Competition*. All entry fees (except relay fees collected at the meet) shall be payable to USMS. Every two weeks, the National Office will submit a voucher to the USMS Controller for payment to the Host of all Entry Fees minus \$10.00 per individual entered in the meet. USMS will make the last payment to the Host three (3) weeks following the last day of the meet. The USMS National Office will deduct the Hy-Tek computer services fee from the last voucher for payment to the Host.

44.0 ENTRANT LIST: The list of swimmers who enter the meet remains the sole property of USMS and shall not be disseminated or distributed to third parties without the written consent of USMS.

45.0 PUBLISHED FINAL RESULTS: Final meet results in the appropriate format stated in the current *USMS Code of Regulations and Rules of Competition* and final club scores shall be published within 30

days of the last day of the meet, posted on the USMS web site, and distributed, if requested, by first class mail to the representative of each participating club. Hard copies shall be sent to the Executive Committee, and hard copies and electronic files shall be sent to the chair and liaison for the Championship Committee and the USMS Records and Tabulation Committee chair.

46.0 FINAL REPORT: A written evaluation shall be submitted to the chair of the USMS Championship Committee and meet liaison within 60 days of the end of competition. This report shall include: (1) a complete and detailed financial report, (2) copies of meet information, entry forms, heat sheets, and final results, and (3) committee reports, including a summary of activities and suggestions for improvement. Six extra copies shall be made for the Championship Chair (four for use by future hosts and two for the USMS history achieve).

Fulfillment or Breach of Terms

47.0 FEE SCHEDULE: Host shall receive from USMS \$3.00 per meet entrant upon compliance of the terms set forth in the Meet Contract. These monies shall be paid within 60 days of receipt of the final meet report. An evaluation of Host fulfilling the requirements of this contract shall be made during and after the meet by the USMS Evaluation Committee and meet liaison, as defined in this contract. Potential earnings per entrant up to \$3.00 for compliance to the terms of the contact by the Host shall be figured on a percentage basis as follows:

**POTENTIAL EARNINGS
PER ENTRANT**

Pool Facilities *	10%
Medical Coverage *	20%
Officials	15%
Timers	15%
Registration	15%
Heat Sheets	5%
Awards	2%
Meet Results	2%
Published Final Results.....	4%
Meet Administration & Miscellaneous Services.....	<u>12%</u>
 Total	 100%

* Liability: If there is a failure to comply in any area that creates a liability risk for USMS, then the full percentage amount of potential earnings for these two areas shall be deducted.

Check to Host Payable To: _____

48.0 USMS' FAILURE TO COMPLY: In the event that USMS fails to meet its obligations set forth in this contract, USMS shall pay Host, in addition to any monies earned under this meet contract, \$500.00 as liquidated damages for breach of contract.

Schedule A

USMS currently has corporate sponsorship agreements with the following companies:

Corporate Partners with booth clauses:

1. Adolph Kiefer
2. Barracuda
3. Kast A Way Swimwear, Inc./ Speedo
4. Nike
5. FINIS
6. TYR
7. Pill Free Vitamin
8. Amino Vital

Additional Corporate Partners:

Endless Pools (Special Accommodations)
Ultra Swim
MBNA
Hy-Tek Ltd.
Hasty Awards

The USMS President shall designate a USMS Corporate Partner Liaison for Host. The partner liaison shall interact with Host regarding the following issues:

1. USMS booth sponsors shall be in high traffic areas and prime locations in the vendor area based upon their dollar participation with USMS. The USMS Corporate Partner liaison and meet director shall determine the location.
2. USMS booth sponsors shall be provided security for products during non-meet hours.
3. USMS booth sponsors shall be provided with tables and chairs if requested.
4. USMS booth sponsors shall have their banners prominently displayed within the venue.
5. USMS booth sponsors shall have either an advertisement in the meet program or a flyer in the participants' goody bag. The USMS Corporate Partner liaison shall advise the Host of the size of the advertisement required by a date certain set by the Host. Additional USMS sponsors shall have recognition in the program.
6. USMS sponsors shall have products or vouchers distributed to swimmers if requested by sponsors.
7. USMS booth sponsors shall be provided with complimentary hospitality during meet hours and other meet hosted social event tickets.
8. USMS booth sponsors shall be allowed to set up no earlier than one day prior to the start of meet unless prearranged with Host.

The USMS Corporate Partner Liaison shall be **Mel Goldstein**

Schedule B

Host Requirements for Hy-Tek Meet Management

Equipment Requirements

Hy-Tek's Meet Manager Pro. This software works with any Windows based peer-to-peer network with a standard Fast Ethernet card in each computer. If the Host does not have a copy of this software, Hy-Tek will provide Host with this software for running this National Championship.

Main Computer. This PC needs to be 500 MHz or faster with 128 MB of RAM. The Administrative Referee and the Hy-Tek Representative use it. After check-in closes for each event, the operator will:

- 1 Do scratches
- 2 QC and check the totals
- 3 Seed the event
- 4 Get approval from the Admin Ref for the seeding and resolve any problems or "combining" opportunities.
- 5 Print the Lane/Timer sheets
- 6 Print the two versions of the Heat Sheets—one in Heat/Lane order and the other in Name order so the swimmers can easily find what heat and lane they are in.

The Hy-Tek Representative will print the following reports after each event has been completed:

- 1 Double column report with results/places/points.
- 2 Results Report with splits - there should a place for swimmers to be able to go and look up their splits - maybe one for Men and one for Women.
- 3 Award labels—printed after the results have been posted for 30 minutes.
- 4 An Application for USMS and/or World Records for each record ready for the referee to sign.

Laser Printer. You will need a pretty fast laser printer (at least 10-15 ppm) connected to the Main Computer. Do not use ink jet printers.

Awards Computer. You need a separate computer on the LAN for printing award labels in the award distribution area. You can offer Individual Meet Summary Reports for sale on that computer.

Check-In Computer. Will you have a check-in computer on the LAN with someone knowledgeable running Meet Manager in the check-in area? This speeds up the check-in process. If you do, the Admin referee sitting with the Hy-Tek Representative will need a way to communicate by voice to the person doing the check-in.

LAN. All computers shall be connected to a working, standard windows, peer-to-peer network before the start of the meet.

Internet Line. You will need at least a dial up line and preferably broadband line to connect the main computer to the Internet so we can upload real-time results to the USMS web site.

Pads for LC Nationals. For National Long Course Championships we recommend pads at both ends of the pool. This allows you to get 50 splits for relays and records. Two pads are required for Chase Starts and for running two-per-lane in the distance events. Please note that running two-per-lane says that you will not get splits or records for splits.

Timing Console. Two timing consoles are required for SC Nationals. Two timing consoles may be required for LC Nationals. If you are swimming two-per-lane, you might need two, depending on how it is swum. Chase starts require two timing consoles. When two timing consoles are used, they need to be connected to the main computer with an AB switch. If there is a mixed vendor setup for Timing Consoles (for example, one DAK and one CTS), then Hy-Tek cannot use an AB switch. You will have to have another computer next to the main computers—one connected to Timing Console A and the other connected to Timing Console B. Either the Administrative Referee (who sits with the Hy-Tek personnel at meets) or another host-supplied person will operate the second computer. If

you have two DAK Timing Consoles and scoreboards, you will also need a second computer.

Scoreboard. If there is one scoreboard, connect it to the main computer; if there are two, connect the second one to one of the other computers.

Backup Buttons. Two backup buttons are required. Three are recommend.

Copy Machine. A fast copy machine (with a backup) is critical.

Personnel Requirements

Meet Entries. One or more operators familiar with Meet Manager for: (1) Doing positive check in of each swimmer. (2) Entering relay entries into Meet Manager. (3) Printing Labels for awards.

Runners. You will need runners to: (1) Post heat sheets. (2) Pick up lane timing results after each event. (3) Pick up the relay cards after each heat so we can add or edit the 4 relay swimmer names. Please note that a team does not have to declare who is swimming the event until the event starts so there is a lot of keying to be done from those relay cards in order to print results right after the event completes. (4) Post individual and relay results, split times, and team scores.

Supply Requirements

Card Stock. Blue, pink and yellow card stock is needed for the relay cards; the Championship Committee provides these. You need to make sure the laser printers can handle the thickness of that stock. You need to run this test way before the meet starts.

Label Stock. You will need 1 inch Avery or Staple label stock - 2 x 10 (20 to a page) or 3 x 10 (30 to a page) - probably 2-3 boxes.

Schedule C

Changes to Contract

No additional changes agreed to at this time.