



# 2023 PICK UP & PLAY CLINIC HOST AGREEMENT

USA LACROSSE is excited to have you join us as a Pick Up & Play Clinic host for the third annual National Celebrate Lacrosse Week. Please complete all mandatory sections of the Pick Up & Play Clinic agreement by Friday June 30<sup>th</sup> for Returning Hosts, and Sunday, August 6<sup>th</sup> for First Time Hosts. To complete the agreement, make sure you have the following information on hand:

- Host organization Federal EIN number
- Site Director's contact information
- Shipping address (must be residential)

Please adhere to the deadline stated above. Any delay in completing this agreement could jeopardize participation in National Celebrate Lacrosse Week.



This 2023 USA LACROSSE Pick Up & Play Clinic Agreement (the “Agreement”) by and between US

Lacrosse, Inc. d/b/a USA LACROSSE, a Maryland nonprofit corporation (“USA LACROSSE”), and

Host Organization/Site Director (collectively, the “Host”). The Host desires to enter into an Agreement, whereby, USA LACROSSE will send to Host a Pick Up & Play Host Kit (contents described herein below), to be used by Host in presenting the USA LACROSSE National Celebrate Lacrosse Week Pick Up & Play Clinic (the “Event”) to youth players.

WHEREAS, USA LACROSSE hereby desires to grow lacrosse throughout the United States, as a governing body of the sport.

WHEREAS, Host hereby desires to apply their skills in hosting youth lacrosse events to bring the Pick Up & Play Clinic to youth that have yet to be introduced to the sport of Lacrosse. WHEREAS, USA LACROSSE and Host have agreed to present the sport of Lacrosse by holding a Pick Up & Play Clinic during USA LACROSSE National Celebrate Lacrosse Week, during the dates November 4, 2023 – November 12, 2023. As consideration for USA LACROSSE’s award of the Pick Up & Play Kit and the rights associated with hosting a Pick Up & Play Clinic (the “Award”), the Host shall conduct the Event according to the terms and conditions herein.

NOW THEREFORE, in consideration of the Recitals, Host Organization hereby agrees to the following:

## **I. PRE-EVENT REQUIREMENTS**

### **A. Selection of Site Director**

Host shall appoint a Site Director, to be approved by USA LACROSSE, approval not to be unreasonably withheld, to oversee the Event. The designated Site Director of the Event shall serve as the point of contact for Host and be responsible for overseeing and ensuring the integrity of the Event as well as agree to carry out the terms and conditions of this Agreement. As the Host and superior respondent of the Site Director, the Host shall be held liable for the actions of the selected Site Director at all times during the Event.

### **B. Selection of Coach**

Host shall submit, no later than October 2nd, 2023, to USA LACROSSE, the names of the individuals assisting with the Event on the field (“Coaches”) along with their USA LACROSSE membership ID numbers.



Host shall provide adult staffing in the following manner: ratio 10 athletes to 1 Adult Coach age 18 and older.

### **Coach Requirements:**

- 1. Any coaches aged 18 and older must be current coach members in good standing of USA LACROSSE. (“Adult Coach”)**
- 2. Any Junior Coach assistants (defined as those helping with the Event under age 18) must be designated as a current coach member in good standing.**
- 3. Coaches shall meet with Host/Site Director at least 7 business days prior to the Event to review the curriculum, Abuse Prevention standards, schedule, activities, and station assignments.**

### **C. Host Requirements**

- 1. Host Organization acknowledges that USA LACROSSE is subject to its own sponsorship agreements, for the Event. Host Organization shall not have the authority to enter into any sponsorship agreements that would grant any rights with respect to the Event itself.**
- 2. Event Insurance**  
Insurance is provided through the USA LACROSSE Member Program/League 100% membership General Liability coverage through WTW. Host may or may not, at their own discretion, obtain additional Insurance.
- 3. Participant Registration**  
Shall solely utilize USA LACROSSE provided registration platform, Including day of event walk - up registrants.
- 4. Residential Shipping Address:**  
In order to ensure delivery is streamlined to the best of our ability, Host can do several actions to aid in the ordering/shipping process.
  - Provide a residential shipping address (vs. a business address).
  - USA LACROSSE will coordinate shipments from manufacturers within a timely fashion, to the best of our ability.



- c. USA LACROSSE shall not be responsible for lost or misdirected shipments if the residential address provided is not correct or valid. The Kit may come in multiple packages and on multiple dates.
- d. The Site Director shall notify USA LACROSSE immediately if there is a change to the residential shipping address information.
- e. USA LACROSSE shall not be responsible for lost or misdirected shipments if the address provided is not correct or valid.

#### **5. Anti-Harassment and Discrimination Policy \***

The Host agrees that the health and safety of the Event participants is important. Thus, the Host agrees to review and abide by the USA LACROSSE Anti-Harassment and Discrimination guidelines.

[usalacrosse.com/sites/default/files/documents/DEI/USAL-antidiscrimination-leagues.pdf](https://usalacrosse.com/sites/default/files/documents/DEI/USAL-antidiscrimination-leagues.pdf)

#### **6. Native American Mascot USA LACROSSE Policy \***

Host agrees and understands USA LACROSSE holds and promotes the core beliefs of sportsmanship, cultural diversity, and nondiscrimination in the lacrosse experience of every player, parent, coach, official, and fan. Thus, Host shall take proactive steps to embrace an inclusive culture and will continue to strive to enhance the lacrosse experience for all communities.

Host agrees and understands USA LACROSSE believes that the misuse of Native American nicknames, logos, and mascots reflect and promote misleading stereotypes that are degrading and harmful to Native Americans. Thus, Host shall make every effort to assure that offensive or stereotypical mascots and logos will not be visible or promoted at Event. There is no excuse for cultural stereotypes that degrade, slander, mock, or belittle any race, ethnicity, or cultural group. Host understands USA LACROSSE will continue to oppose the use of offensive mascots, caricatures, and imagery that promote harmful stereotypes of any kind.

USA LACROSSE shall have the authority to cancel the Event should this Policy be violated.

7. Covid – 19 Guidelines \* Host shall follow state regulations.



## II. DAY OF EVENT REQUIREMENTS

### A. Host Day of Event Duties

1. Ensure the Event adheres to the best practices and guidelines provided in the Event curriculum, provided by USA LACROSSE and the terms herein.
2. Be responsible for overseeing and ensuring positive interactions between coaches and participants.
3. Shall not charge a registration fee for youth participants.
4. Shall display USA LACROSSE signage in a prominent location at the Event site. Such signage is provided by USA LACROSSE as part of the Pick Up & Play Kit.
5. Shall receive and ensure the safe arrival of the equipment in the Pick Up & Play Kit to the Event and the collection of such equipment at the end of the Event.
6. Shall ensure all equipment received as part of the Pick Up & Play Kit is used in a safe manner and for the intended purpose.
7. Shall only permit the use of USA LACROSSE provided balls (low weight balls) or tennis balls in the Pick Up & Play Kit for the Event. **Host is prohibited from using any regulation weight lacrosse balls or Swax Lax balls during the Event.**

### B. Pick Up & Play Kit Distribution

Host shall ensure the Pick Up & Play Kit is on site at the Event in a timely manner and secure.

Host, upon receipt of the Kit shall check the contents of the Kit.

Pick Up & Play Kit Contents shall include a pre-determined number of:

- **Lacrosse Sticks\***
- **Low Weight Practice Balls**
- **Pick Up & Play Clinic Curriculum**
- **Digital Marketing Toolkit**
- **Branded Signage Kit\*\***
- **USA Lacrosse Registration Portal for Participants**

\*First Time Hosts Only

\*\*First Time Hosts and 2021 Hosts Only



### **C. Sticks are on Loan**

Host shall ensure each participant shall receive a stick to borrow at the start of the Event and ensure each participant shall return the borrowed stick at the end of the Event.

**HOST SHALL BE RESPONSIBLE FOR THE COLLECTION OF SAME STICKS. HOST ACKNOWLEDGES THAT SUCCESS OF FUTURE PROGRAMS CAN BE JEOPARDIZED WHEN STICKS ARE NOT COLLECTED, WHICH ULTIMATELY, SHALL HAVE A NEGATIVE IMPACT ON THE FUNDING FOR THE EVENT/PROGRAM IN FUTURE YEARS. IT IS THE HOST'S RESPONSIBILITY TO ENSURE ALL THEIR COACHES AND PARENTS ARE FULLY AWARE THE STICKS ARE MERELY ON LOAN, FOR THE HOURS OF THE EVENT. \***

### **D. Participant Roster Usage**

Host shall receive Participants' information, including their name, contact information, health issues, to name just a few; information that is pertinent to know prior to the clinic. Host agrees that this information shall solely be used for future communication about Lacrosse based programming.



### **III. POST-EVENT REQUIREMENTS**

#### **Host Post-Event Duties**

Shall complete the mandatory post-event survey within fourteen (14) days after the Event. Such survey will require the submission of the following items:

- a. Number of participants in attendance and Number of walk-up registrants.**
- b. All photographs of the Event**
- c. All testimonials collected during the Event**



## **IV. GENERAL PROVISIONS**

### **A. Intellectual Property Rights**

USA LACROSSE shall designate Host Organization as a “USA LACROSSE National Celebrate Week Pick Up & Play Clinic Site” for the Term of the Agreement, which designation shall be nonexclusive, and the Host Organization agrees that USA LACROSSE shall have the right to designate other entities as an “Pick Up & Play Clinic Site(s)”.

- 1. USA LACROSSE grants the Host Organization a revocable, non-exclusive, nontransferable, royalty-free license to use specific logos and marks that USA LACROSSE provides to Host Organization. (“USA LACROSSE’s Pick up & Play Clinic Marks”) in promotion of the Event herein, alone.**
- 2. USA LACROSSE’s PRIOR WRITTEN PERMISSION and APPROVAL IS REQUIRED TO UTILIZE USA LACROSSE’s National Celebrate Lacrosse Pick Up & Play Clinic Marks, in any and all instances. Host shall submit their requested material to USA LACROSSE no later than 10 days prior to the Event and USA LACROSSE will provide notice of approval or non approval within 3 business days of receipt. Failure to receive an approval from USA LACROSSE shall constitute a non-approved usage and thus, not useable by Host in any manner.**
- 3. USA LACROSSE shall provide Host Organization with a PRE-Approved Event Marketing Material Kit (“Kit”), which shall be used by Host Organization to promote the Event. This Pre-Approved Event marketing material kit shall not require additional approval by USA LACROSSE unless it is altered in any manner. In the case of such alterations, Host shall follow number A2 noted above in this Section.**
- 4. Host grants to USA LACROSSE a revocable, non-exclusive, non-transferable, royalty-free license to use Host Organization’s logo and/or name (“Host Marks”) in USA LACROSSE’s Advertising Materials, in perpetuity.**

### **B. Term**

Unless earlier terminated by the parties, the term of this Agreement (“Term”) shall be from the date signed until fourteen days (14) after the date of the Event.

### **C. Indemnification**





Host hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless USA LACROSSE, its officers, directors, trustees, employees, volunteers, members and agents (“Representatives”), from and against any and all claims, liabilities, losses and expenses (including attorneys’ fees) (“Claims”) directly, indirectly, wholly or partially arising from or in connection with (1) any act or omission of the Site Director, Host Organization, or its officers, directors, trustees, employees, volunteers, members, and agents, in applying for, accepting, or expending the Award and/or in carrying out the Event, (2) USA LACROSSE’s approved use of Host Marks, (3) Host Organization’s unapproved use of USA LACROSSE’s Marks, (4) any equipment provided by Host Organization to Event participants that was not provided directly by USA LACROSSE as part of the Pick Up & Play Kit, and (5) Host Organization’s breach of representations and warranties made in the Agreement. Host Organization’s obligation to indemnify USA LACROSSE shall survive the Term of this Agreement.

#### **D. Prohibited Conduct**

Under no circumstances shall Host, Site Director, or any of their respective Representatives (a) use any portion of the Award other than for the use or uses set forth in this Agreement, (b) engage in or condone the discrimination of others on the basis of race, gender, gender identity, age, national origin or sexual orientation of any person, (c) fail to police and/or report instances of child abuse or inappropriate contact with a minor, or (d) authorize an adult who has not undergone a background screen and Abuse Prevention training within the last two (2) years to participate in any capacity related to the Event.

#### **E. Termination**

USA LACROSSE may terminate this Agreement immediately for cause if Host fails to comply with any of its material obligations of the Agreement and does not remedy such failure within fifteen (15) days after written notification of such failure, provided however that USA LACROSSE may terminate the Agreement immediately for cause if the failure occurs within fifteen (15) days of the Event or during the Event and Host fails to immediately remedy the issue or if the Host



Organization is found to have engaged in any “Prohibited Conduct” as specified above. USA LACROSSE reserves the right to terminate this Agreement without recourse at any time in the event the Event is terminated.

**Moral Standards.** USA LACROSSE may, in its sole discretion and without notice, immediately terminate this Agreement for cause if Host, or any of its “representatives” commits any act of moral turpitude or any act that, in USA LACROSSE’s sole discretion, shocks, insults, or offends the community or ridicules USA LACROSSE’s standards of decency, or prejudices USA LACROSSE, generally, in any way. This includes, but is not limited to, Host or any of its representatives engaging in or otherwise condoning the discrimination of others on the basis of race, gender, gender identity, age, national origin or sexual orientation, or any other class protected by applicable law.

#### **F. Commitments upon Termination**

In the event that USA LACROSSE terminates the Agreement for cause, Host Organization shall return the Pick Up & Play Kit to USA LACROSSE, at Host Organization’s sole expense. Upon notice of termination, Host shall cease all use of USA LACROSSE Marks. Likewise, upon termination, USA LACROSSE shall cease all use of Host Marks.

#### **G. Jurisdiction and Governing Law**

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Maryland without regard to Maryland’s principles of conflicts of laws, and the parties irrevocably submit to the jurisdiction of any state or federal court sitting in the State of Maryland over any suit, action, or proceeding arising out of this Agreement.

#### **H. Severance**

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions(s) were omitted.



## **I. Notices**

All notices, requests, or other communications required to be given under this Agreement or that the parties may desire to give under this Agreement shall be in writing to the following platform: USA LACROSSE Designated Communication Platform

## **J. Assignability**

Host shall not assign this Agreement without the prior written approval of USA LACROSSE.

## **K. Entire Agreement**

This Agreement shall be binding upon the parties, their successors, and assigns. This Agreement represents the entire Agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Except as otherwise stated herein, this Agreement may only be amended or modified in writing, signed by an authorized representative of the Parties herein.



## **V. TAX AND CORPORATE FORMS**

### **A. W-9 Form**

Site Directors agree to complete the Organizations' W- 9 Tax Form upon receipt of a request to complete such form from USA LACROSSE, form is due by August 20, 2023.

To obtain a W-9 form, please visit the IRS site online for more information:

[https://www.irs.gov/forms-pubs/about-form-w-9 \](https://www.irs.gov/forms-pubs/about-form-w-9)

### **B. Employee Identification Number**

## **EXHIBIT A**

### **A. Anti-Harassment and Discrimination**

Host has carefully reviewed the USA LACROSSE Anti-Harassment and Discrimination Policy and agrees to adopt these standards and procedures within the Event program.

<https://www.usalacrosse.com/sites/default/files/documents/DEI/USA>

[LACROSSEantidiscrimination-leagues.pdf](https://www.usalacrosse.com/sites/default/files/documents/DEI/USA)

### **B. USA LACROSSE's Position on Native American Mascots**

Host has carefully reviewed the USA Lacrosse's Native American Mascots position and shared such with their Event Staff. Host agrees to follow this position and understands the consequences should the Host fail to follow such.



### **SITE DIRECTOR INFORMATION:**

- Organization Name
- First Name
- Last Name
- Mobile Phone Number
- Frequently Checked Email Address
- Role in the Organization

### **RESIDENTIAL SHIPPING ADDRESS INFORMATION**

- First Name
- Last Name
- Street Address
- Street Address 2
- City
- State
- Zip Code
- Phone Number for Address

This is a residential address, this is not a business, school, or other commercial address.

**Acknowledgment**

BY CLICKING THE SUBMIT BUTTON BELOW, THE HOST, ON BEHALF OF THE SITE DIRECTOR, COACHES, AND STAFF AGREE TO THE TERMS AND CONDITIONS HEREIN.

Your submission will be delivered to the USA LACROSSE National Celebrate Lacrosse Week project team. In the meantime, please direct questions, or concerns regarding your award to your Regional Manager. THANK YOU for taking the time to complete this form, we look forward to a great event!