



# NATIONAL HIGH SCHOOL MOCK TRIAL CHAMPIONSHIP

## **HOST AGREEMENT**

This Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between National High School Mock Trial Championship, Inc. (“Sponsor”) and \_\_\_\_\_ (“Host”).

## **RECITALS**

**WHEREAS**, Sponsor is a non-profit organization that is the sponsoring body for the annual National High School Mock Trial Championship (the “Championship”); and

**WHEREAS**, Host has: (i) submitted to Sponsor a bid (the “Bid”) to host the 20\_\_\_ Championship; and (ii) represented to Sponsor that, subject to the terms of this Agreement, Host (a) has the ability to adequately fund and properly staff the Championship, and (b) has met all of Sponsor’s requirements for hosting the Championship; and

**WHEREAS**, Host and Sponsor desire to set forth their relationship pursuant to the terms of this Agreement;

## **TERMS**

**NOW, THEREFORE**, Sponsor and Host mutually agree as follows:

- 1. Recitals.** The recitals set out above are incorporated by reference.
- 2. Commitment To Host.** Sponsor agrees to sanction the Host as the exclusive organization with authority to hold the Championship in the year 20\_\_\_ (the “Event”), and Host agrees to perform the obligations set out in this Agreement, and to take all other steps reasonably necessary, to hold the Event on May \_\_\_ through \_\_, 20\_\_\_, in the city of \_\_\_\_\_, \_\_\_\_\_.
- 3. Funding.** Host has provided Sponsor with a budget of \$\_\_\_\_\_ to host the Event, and agrees to provide funding to host the Event in accordance with the budget.
- 4. Hotel Contract.** Within 30 days after execution of this Agreement, Host will enter into contracts with the hotels identified in the Bid to (i) provide suitable meeting space for the Event, and (ii) block enough rooms to accommodate a minimum of 500 “official team” members and a reasonable number of judges and other observers. Nothing in this Section shall require Host to pay the lodging costs of any “official team” members, judges or observers. Host shall provide Sponsor with a copy of all hotel contracts within 30 days after they are executed.

**5. Championship Competition.** Host agrees to provide courtroom space, or other appropriate space, and judges as required by Sponsor's rules and policies for the Championship to accommodate: (i) four preliminary trial rounds of at least 23 trials per round; and (ii) one championship trial round. Host agrees to invite and encourage judges and attorneys from various states participating in the Event to serve as judges.

**6. Award Ceremony.** Host agrees to provide an award ceremony after conclusion of the championship round to recognize the participants and winners of the competition. "Official team" members shall be entitled to attend the award ceremony without charge. Host may, but is not obligated to, provide food and beverages at the ceremony.

**7. Official Teams.** Whenever the term "participant" is used in this Agreement, that term shall refer to all in attendance at the Event, including the official team, judges, student and adult observers and media. Whenever the term "official team" is used in this Agreement, that term shall refer to the official team entrant from any state, territory, District of Columbia or foreign jurisdiction, consisting of a maximum of 12 people comprised of no more than nine high school students (8 lawyers/witnesses and 1 timekeeper), one teacher coach, one attorney advisor, and one state coordinator.

**8. Registration Fees.** Sponsor agrees to allow Host to collect a registration fee of \$500 (the "Registration Fee") from each official team. Host will retain \$150 of each team's Registration Fee to help with the Host's expenses in hosting the Event. Host shall pay the remaining \$350 of each team's Registration Fee to Sponsor as follows: (i) \$6,000 shall be paid to Sponsor no later than the Sponsor's May Board meeting at the Championship in the year preceding the Event, which payment shall be non-refundable; and (ii) the remaining balance shall be paid to Sponsor within 30 days after conclusion of the Event.

**9. Indemnity Agreement And Event Liability Insurance.** Host agrees to hold and save harmless, and assumes a duty to defend, Sponsor and its Officers and Directors from any claims, allegations or lawsuits of any nature or kind, including attorneys' fees and other defense costs, arising out of or from any conduct, actions or failure to act by the Host in any way connected to the Event. Host agrees to obtain a policy of liability insurance for the Event with coverage limits of at least \$2,000,000 per occurrence, which names Sponsor and its Officers and Directors as additional insureds. Host and Sponsor shall split the premium for this policy evenly. No later than 90 days before the Event begins, Host shall provide Sponsor with a certificate of insurance setting forth the name of the issuer of the policy, the type of coverage, the policy number and liability limits.

**10. Rules Of Competition.** Host shall use and follow all rules (including the National High School Mock Trial Rules Of the Competition and Rules Of Evidence) and policies adopted by Sponsor, as they may be amended from time to time, including (without limitation) policies concerning the scheduling of trial rounds. Host may request Sponsor's permission to deviate from any rules or policies; provided, however, that: (i) any such request must be made in writing no later than Sponsor's mid-year Board of Directors meeting held in the fall preceding the Event; and (ii) it is within Sponsor's absolute and sole discretion whether to grant such a request.

All Rules Of The Competition are subject to interpretation by Sponsor's Board of Directors. No exceptions to the Rules Of The Competition are permitted at the Event, unless advance approval has been given by Sponsor's Board of Directors in accordance with this Section. If Sponsor's Board of Directors determines that circumstances at the Event warrant an alteration to the Rules Of The Competition, then Sponsor's Board of Directors may make whatever alteration it deems necessary. Sponsor's Board of Directors will serve as the final arbiter of any rules and disputes at or in connection with the Event.

**11. Case Materials.** Host shall prepare the case materials for use at the Event pursuant to the following general guidelines:

The fictional case materials shall:

- (A) Teach significant legal lessons;
- (B) Provide an interesting factual context for appropriate age groups;
- (C) Be equally balanced, so that either party can prevail on the merits of the case depending on the teams' presentations;
- (D) Be an "original case" written specifically for the Event; and
- (E) Be an appropriate challenge for the age group, without being overly burdensome.

Host agrees to submit a one-page summary of the proposed topic for the case materials to the chairperson of Sponsor's case committee no later than May 15, 20\_\_\_. After approval of the proposed topic, Host shall agree with the chairperson of Sponsor's case committee upon a schedule for submission of drafts of the case materials, comments upon such drafts, and submission of revised drafts based upon such comments. The final case materials, including all exhibits and a confidential bench memorandum for the judges, shall be completed no later than 30 days before the case release date.

The case materials will be released to the participants by posting in PDF format on Host's website on April 1 of the year of the Event.

**12. Host Director Commitment.** Host agrees to name \_\_\_\_\_ as Host's Administrator of this Agreement. The Administrator, on behalf of Host, agrees to accept the position and responsibilities of "Host Director" for the Event.

The Host Director's responsibilities include:

- (A) The Host Director shall be Host's representative to Sponsor in all matters pertaining to this Agreement; and
- (B) The Host Director shall serve on Sponsor's Board of Directors for a term commencing upon execution of this Agreement and ending at the conclusion of the Championship held two years after the Event (the "Term"). During the Term, the Host Director shall have the responsibility to attend Sponsor's Board of Director's

(i) mid-year meeting, which usually is held in the fall, and (ii) annual meeting, which usually is held during the Championship each year.

Host agrees to provide the Administrator with the support, financial and otherwise, necessary for fulfilling the Host Director's responsibilities during the Term.

The Administrator shall remain the same throughout the Term, except that a substitute may be named upon (i) Host's showing of good cause for such a substitution, and (ii) Sponsor's approval of such substitution, which shall not be unreasonably withheld.

**13. Scoring.** Sponsor shall maintain control of the scoring and team advancement during the Event. Sponsor has the right to appoint: (i) a Decision Support Systems Coordinator to exercise control of scoring and team advancement; and (ii) a team to work with the Decision Support Systems Coordinator in the scoring room. Host has the right to designate one person to (i) be a liaison with Sponsor's scoring team, and (ii) have access to the scoring room. Host agrees to reimburse the reasonable airfare and lodging expenses of the Decision Support Systems Coordinator to attend the Event and Sponsor's mid-year Board of Director's meeting immediately preceding the Event.

**14. Liquidated Damages.** The parties acknowledge that it will be difficult or impossible to calculate damages flowing from any breach of this Agreement resulting from Host's failure to host the Event. As such, if Host does not host the Event for any reason other than those set forth in subsection B below, in addition to all other legal remedies available to Sponsor, Host shall be liable for liquidated damages in the sum of \$75,000, which shall be payable immediately to Sponsor, provided that Sponsor has made a good faith effort to mitigate its damages by using reasonable efforts to find another host for the Event.

**A. Not Penalty Or Fine.** The purpose of this provision is to reimburse Sponsor the likely cost of having to host the Event itself, and is not designed or intended to be a penalty or fine.

**B. Cancellation Due To Act Of God.** Host shall not be liable for the liquidated damages set out in Section 14, if Host's failure to host the Event is the result of (i) acts of God, (ii) war, (iii) disaster, (iv) strikes, (v) civil disturbance, (vi) health, epidemic or health advisory issued by the United States or other governmental authority, or (vii) other emergency making it illegal or impossible for Host to host the Event (collectively, an "Emergency"); provided, however, that if Host still hosts the Event notwithstanding an Emergency, but otherwise fails to adequately fund and/or properly staff the Event in compliance with this Agreement for reasons other than an Emergency, Host agrees to pay Sponsor its actual damages.

**15. Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws governing the State of Arizona (without reference to conflict of law principles), and any legal proceedings relating in any way whatsoever to this Agreement shall be conducted exclusively in the State or Federal Courts sitting in Maricopa County, Arizona.

**16. Mandatory Binding Arbitration.** If a dispute arises out of this Agreement, which the parties cannot mutually resolve, the parties agree to submit the dispute to binding arbitration.

Either party may demand arbitration by written notice to the other party. Upon a demand for arbitration, the parties shall agree on an arbitrator within 30 days of the date of the request for arbitration. If the parties are unable to agree upon an arbitrator within 30 days, then either party may petition the American Arbitration Association to appoint an arbitrator.

The arbitration shall take place in Phoenix, Arizona, unless otherwise agreed by the parties. The arbitration will be governed by the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding. Each party shall share equally in the cost of the arbitrator, unless otherwise ordered by the arbitrator.

**17. Non-Waiver.** The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part of the Agreement, or the right of such party thereafter to enforce each and every provision of the Agreement.

**18. No Assignment.** Host agrees that it may not assign this Agreement, or delegate the services to be provided under this Agreement, to any other entity or third party without Sponsor's express written consent, which may be withheld in Sponsor's sole and absolute discretion.

**19. Integration.** The parties agree that this Agreement is the entire contract between the parties and supersedes any prior negotiations, representations or agreements, whether oral or written, and that the terms of this Agreement are contractual and not merely recitals. All previous negotiations, statements or preliminary instruments by the parties or their representatives are merged into this document. Any modifications to the Agreement must be made in writing and signed by both parties.

**20. Severability.** If any term, covenant, condition, paragraph, clause, or any other part of the Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or of no effect, the remaining provision of this Agreement shall remain in full force and effect.

**21. Binding Effect.** This Agreement shall be binding on the parties and their heirs, assigns, representatives and successors-in-interest.

**22. No Construction Against Drafter.** This Agreement has been jointly drafted by the parties, each of whom either are, or had the opportunity to be, represented by counsel. As such, the Agreement shall be construed according to the fair intent of the language as a whole, and not for or against one party as its drafter.

**23. Notices.** All notices required under this Agreement and all correspondence concerning the Agreement shall be sent to the parties at the following addresses:

**Host**

**Sponsor**

**[NAME OF HOST ORGANIZATION]**

By\_\_\_\_\_

**NATIONAL HIGH SCHOOL MOCK TRIAL CHAMPIONSHIP, INC.**

By\_\_\_\_\_

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