



Babe Ruth Baseball & Softball
Province of British Columbia

PROVINCIAL TOURNAMENT AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____ by and between _____, hereinafter referred to as the Host Association, and B.C. Babe Ruth Baseball & Softball.

WHEREIN, IT IS MUTUALLY AGREED, as follows:

1. B.C. Babe Ruth Baseball & Softball hereby designates _____ as the Host Association for the 20____ Provincial _____ Tournament.
2. The Host Association agrees, **at its own expense**, to make arrangements for the Provincial _____ Tournament of the year 20____ to be played in the City of _____.
3. Payments totaling \$1,000.00 (CAD) or as otherwise set by the B.C. Provincial Commissioner must be made payable to B.C. Babe Ruth Baseball & Softball in accordance with the following schedule; A deposit of one-half (1/2) of the tournament fee at agreement signing and the balance to be paid prior to the start of the Provincial Tournament. If, prior to the start of this tournament, in the event that the Host Association elects, for whatever reason, not to act as Tournament Host, all monies received as a tournament deposit may be retained as liquidated damages.
4. Unless the context requires otherwise, the term "Commissioner" used in this agreement shall refer to the B.C. Provincial Commissioner, an Assistant Provincial Commissioner or other Tournament Official designated by the B.C. Provincial Commissioner to supervise or oversee the proper running and administration of this tournament.
5. Unless the context requires otherwise, the term "Host Association" and "Host League" are synonymous and are used interchangeably in this document and have the same meaning and effect.
6. The terms "Tournament Documents", "Tournament Agreement" and "Agreement" are used interchangeably in this document and shall have the same meaning and effect unless the context dictates otherwise. The use of the words "his", "her", "its" and "their" are used interchangeably and shall have the same meaning and effect unless the context dictates otherwise.
7. The term "Tournament Documents" shall refer individually or collectively as the context might require to all tournament documents, including, but not necessarily limited to this Agreement and any other supplemental Memoranda which might hereafter become a part of this agreement and any written documents or written guidelines provided to the Host Association by the Commissioner.
8. Tournament Documents shall also include any other documents or documentations provided to the Host Association by the Commissioner, including, but not necessarily limited to any Site Selection Application form, any Pre-Tournament Meeting form or information, any Tournament Awards criteria, any Role of the Protest Committee criteria and any documentation delineating the Responsibilities of the

Provincial Officials.

9. This tournament shall be under the supervision of the Commissioner who shall have sole authority to ensure that it is conducted according to the Rules and Regulations of Babe Ruth League, Inc.

10. B.C. Babe Ruth Baseball & Softball has the final authority for all aspects and decisions related to the tournament, including, but not limited to, any scheduling and rescheduling of tournament games. However, in any discretionary aspects of the administration and the running of the tournament, the Host Association will be given board discretion and such decision(s) of the Host Association will be allowed and followed except in the event and to the extent that B.C. Babe Ruth Baseball & Softball or the Commissioner determines either that (1) the Host Association decision(s) contravenes any Babe Ruth League, Inc. rule and regulation and/ or any tournament rule or regulation and/ or any provision(s) of the Agreement, or (2) that such Host Association decision(s) would not be in the best interest of either the Provincial Tournament or of Babe Ruth League, Inc.

11. All participating team members, including the Host Association team(s), are subject to the Rules and Regulations of Babe Ruth League, Inc., the Pacific Northwest Region and B.C Babe Ruth Baseball & Softball and any rules, regulations or directives promulgated by the Commissioner which deals with any aspect of this tournament.

12. The Commissioner will be responsible to receive and certify all required tournament credentials.

NOTE: NO PLAYER, COACH OR MANAGER WILL BE ALLOWED TO PARTICIPATE IN THIS TOURNAMENT WITHOUT PROPER CREDENTIALS.

13. The Pool Play divisional allocation of teams for this tournament will be made under the supervision of the Commissioner. The Host Association will set game times on the prescribed tournament dates with the approval of the Commissioner. No times or dates will be changed once the tournament starts unless deemed necessary due to weather conditions or due to continuation of a suspended game(s). Any change must be made with the approval of the Commissioner.

14. The responsibilities of the Host Association will be as follows:

A) Must be covered by Commercial General Liability Insurance in the minimum of \$1,000,000 insuring against any and all hazards, acts or omissions which might be reasonably contemplated, anticipated or foreseen to occur in or related to this B.C Provincial Tournament.

B) To be responsible for all financial obligations and expenses incurred regarding the operation of this tournament. Further, all receipts forthcoming from the promotion of the tournament shall be retained by the Host Association including pre-tournament and general admission ticket sales, concession stand profits, souvenirs and program advertising, etc.

C) To assume the responsibility and liability for active local promotion of all aspects of the tournament, including a banquet or picnic, opening ceremony, ticket sales, photographs, scorecards, baseballs/ softballs, baseball/ softball fields and souvenirs.

D) To publish a Provincial Tournament program with all proceeds to remain with the Host Association.

E) To obtain permission of Babe Ruth League, Inc. for the use of the Cal Ripken Baseball, Babe Ruth Baseball & Softball and/ or Babe Ruth League, Inc. emblems, logos and registered trademarks.

F) To establish tournament team arrival times at a central check-in location. All team players, managers and coaches must arrive and be present on site on the date and time designated.

- G) To provide, **at their expense**, one suitable motel/hotel room for the Commissioner for the duration of the tournament.
- H) To secure (block) fifty (50) affordable motel/hotel rooms, a minimum thirty days (30) prior to tournament start for participating tournament teams.
- I) To provide the name and contact information of the Tournament Director(s) on or before March 1st of the tournament year.
- J) To provide proper playing field(s) including warm-up areas for pitchers, suitable press box with communication facilities, adequate spectator seating, restroom facilities and suitable headquarters for the Commissioner and Host Association Officials.
- K) Team managers will provide to the Host Association as well the Commissioner, with phone numbers where they can be reached during the tournament.
- L) To provide, at their expense, at least two (2) certified Umpires for each Cal Ripken and BABE Ruth tournament game except for the Championship game for which at least three (3) shall be used. All Tournament Umpires shall be fully certified with their local umpires' association. In addition, to provide suitable changing facilities for the participating game officials. **NOTE:** All Tournament Umpires shall be in similar type uniform while umpiring the game. Shorts and jeans are strictly prohibited.
- M) To arrange prior to the start of the tournament competition a mandatory pre-tournament meeting for all participating team Managers, Coaches, Tournament Umpire-in-Chief, Babe Ruth Officials and other involved Tournament Officials.
- N) To provide a sufficient supply of baseball/ softballs to be used in all tournament games. Refer to **"Tournament Baseball" on page 17 of the Babe Ruth League, Inc. Baseball Rules and Regulations"**. In addition, sufficient game line-up cards will be supplied to all tournament teams for use in all tournament games.
- O) To provide an Official Scorekeeper and Public Address Announcer for each tournament game.
- P) To provide a suitable practice field and arrange a schedule for those participating teams that wish to hold a practice session. **NOTE:** NO TEAM WILL BE PERMITTED TO PRACTICE ON THE REGULAR TOURNAMENT PLAYING FIELD.
- Q) To provide a grounds-keeping crew that must be available for the proper presentation of the playing field(s) prior to the start of each tournament game.
- R) To provide First Aid and Medical Care at the field(s) at all times while any tournament activity is scheduled or occurring (including any between games time) and ensure that there is sufficient transportation to a Hospital or Medical Clinic as well as accessibility to a Doctor on call.
- S) To provide, if requested by a team manager, a Bat Boy or Bat Girl for each requesting team. Each Bat Boy or Bat Girl must be in a baseball/ softball type uniform and wear a batting helmet at all times while serving in such role.
- T) To provide **individual** awards to the First Place and Finalist teams as well as **team** trophies to the Finalist and Third place teams. All other tournament awards will be at the option of the Host Association.
- U) To distribute, by no later than June 15th of the tournament year, two (2) copies of the Tournament Package to each of the Provincial District Commissioners, one (1) copy to the Tournament Commissioner and one (1) copy to the Provincial Commissioner. The Tournament Package shall include all relevant information regarding the tournament schedules and requirements and be approved by the

Commissioner prior to distribution.

15. Current Official Major League Baseball and Babe Ruth League, Inc. Rules and Regulations will prevail for this tournament.

16. Both parties agree that any supplemental memoranda, documents or documentations relating to the operation of this Tournament shall become a part of this Agreement and is to become binding only when signed by the Provincial Commissioner (or designated representative) and the President of the Host Association (or designated representative).

17. Notwithstanding any provision contained in the Tournament Documents to the contrary and in order to help ensure a successful tournament experience, the Host Association also agrees to comply with any oral or written guidelines or directives or any documents provided to them by the Commissioner that might be related in any manner or way to the tournament or the operation thereof.

18. Notwithstanding any provision contained in this Agreement to the contrary, if the Host Association breaches, fails or refuses to fulfill any requirement or obligation required of it under any of the terms and provisions of this Agreement, Babe Ruth League, Inc. shall take whatever steps it deems reasonable and necessary to alleviate any such breach, failure or refusal, and, in such event, the Host Association shall become liable for any such costs and expenses so incurred by or on behalf of Babe Ruth League, Inc.

This Agreement shall be interpreted according to the laws of the State of New Jersey.

IN WITNESS THEREOF: The parties hereto have duly executed this Provincial Tournament Agreement with the full understanding that it becomes effective as of this ____ day of _____, 20____.

HOST ASSOCIATION: _____ **TITLE:** _____

BABE RUTH LEAGUE, INC.: _____ **TITLE:** _____

SUPPLEMENTAL MEMORANDUM

NUMBER: _____

This memorandum shall be a supplement to the Tournament Agreement between the undersigned parties with the full understanding that the terms of this Supplemental Memorandum becomes effective as of this _____ day of _____, 20____.

COMMISSIONER

HOST ASSOCIATION