Meeting:	Village Board
Meeting Date:	1/27/14
Agenda Item:	5j

Mission Statement

To provide our residents with a safe, friendly, attractive and active community by aggressively pursuing innovative ways to deliver valuable services.

VILLAGE BOARD MEETING STAFF REPORT

REPORT TO: Burt R. McIntyre, President
Village Board of Trustees

REPORT FROM: David Wiese, Director of Community Development

AGENDA ITEM: Review and take action on hosting a 3-on-3 Gus Macker basketball tournament

ACTION REQUESTED: ___Ordinance ___Resolution __X__Motion ___Receive/File

POLICY ISSUE

Should the Village Board approve a contract hosting a 3-on-3 Gus Macker basketball tournament for the next 3 years?

RECOMMENDED ACTION

Village staff recommends the village board review the contract and, if in favor, make the following motion:

"I move to approve a 3-year contract between the Village and Gus Macker Basketball."

BACKGROUND INFORMATION

Staff has made contact with several groups that may be interested in partnering with us to help with the event. Those groups include Sunshine Rotary Club, HYSA, Bay Port Athletics, Pulaski Girls Basketball and the local youth soccer groups.

Unlike years past, we do not anticipate the same need for volunteers because we intend to pay court officials/referees and will have staff involved on the set up/takedown and Friday registration. We only anticipate a need for 20 to 30 volunteers over the three-day period. They would assist with registration, trash pickup during the event, and managing game brackets.

The event would be held in front of Village Hall on Glendale Avenue the weekend of May 29 – June 1, 2014. Set up would take place on Friday and the games would be played on

Saturday and Sunday. We would anticipate approximately 200 teams playing on 15 to 20 courts the first year.

Gus Macker 2014	
Year 1 (2014) Contracted Service	$ 10,000.00
Portable Restrooms	$ 620.00
Shirts	$ 2,625.00
Printing & Postage	$ 300.00
Banners & Signs	$ 700.00
Transportation (supplies + baskets)	$ 2,500.00
Trophies	$ 4,100.00
Tents & Chairs	$ 200.00
Officials	$ 4,500.00
Total	$ 25,545.00
Revenues	
Team Registrations 200 teams x $95.5	$ 14,250.00
Vendors	$ 3,000.00
Sponsors (4 primary x $2,500)	$ 10,000.00
Total	$ 27,250.00
*** PAYMENT FOR 2015 IS DUE OCTOBER 2014	

FISCAL IMPACT:`

1. Is There A Fiscal Impact? Yes $25,545
2. Is it Currently Budgeted? No
3. If Budgeted, Which Line? N/A

PREVIOUS ACTION

The Village Board asked for more detail when this item was reviewed at the January 13, 2014 Village Board meeting.

ATTACHED INFORMATION

I. **SAMPLE CONTRACT**
II. **More information about the event can be found at: http://www.macker.com/**

Tournament Services Agreement

This Tournament Services Agreement ("Agreement") is made this _____ day of _____, 2013 by and between Macker Basketball, LLC. of Belding, MI ("Macker") and _____ ("Local Organizer").

Recitals

A. Macker is in the business of promoting, organizing, and conducting basketball tournaments; and

B. Local Organizer desires to hire Macker to promote, organize and conduct a three-on-three basketball tournament in the city of _____ (the "Tournament Location") according to the terms hereinafter set forth.

1. **Term and Promotion Fee**

1.1. ***Term:*** Local Organizer hereby hires Macker to promote, organize and conduct an annual three-on-three basketball tournament in the Tournament Location for the period of three (3) years (the "Term") on or about the following dates: _____, _____, and _____ (collectively, the "Tournament Dates").

1.2. ***Service and Promotion Fee:*** Local Organizer shall pay Macker a promotional fee to promote, organize and conduct the Tournaments for the term of this Agreement. The promotional fee shall be paid as follows:

YEAR ONE (2014)
$5,000 upon signing this Agreement
$5,000 on or before Tournament Date, 2014

YEAR TWO (2015)
$5,000 on or before October 1, 2014
$5,000 on or before Tournament Date, 2015

YEAR THREE (2016)
$5,000 on or before October 1, 2015
$5,000 on or before Tournament Date, 2016

1.3. ***Post-Tournament Evaluation:*** Local Organizer and Macker shall conduct an evaluation at the conclusion of the first year's tournament to determine the feasibility of conducting the following years' tournaments. If, for any reason, Local Organizer or Macker decides not to conduct the future tournaments, it must so notify the other party in writing on or before September 1, 2014. In such case, this Agreement is terminated, the Liquidated Damages provisions set forth in Paragraph 5 do not apply and there shall be no further Service and Promotion Fee payments beyond the year 2014 fees. If Local Organizer or Macker fails to notify the other party by September 1, 2014, it shall be conclusively presumed that the parties desire to conduct the future tournament.

2. **Macker Responsibilities**

2.1. ***General:*** Macker agrees to help promote, organize and conduct a Gus Macker® "3-on-3 Basketball Tournament" at the Tournament Location at a specific outdoor site to be identified to Macker in writing by Local Organizer no later than 120 days prior to each Tournament Date.

2.2. ***Pre-Tournament Services:*** Macker agrees to provide the following services prior to each Tournament Date.

2.2.1. creation and publication of an Operations/Reference Manual each year to assist Local Organizer in the organization and operation of the Tournament;

2.2.2. layout assistance for Pre-Tournament brochures, including the official team application forms;

2.2.3. layout assistance for Tournament information provided to participants, including the newspaper (with Tournament schedule and information), and official Tournament program (including Tournament rules and regulations);

2.2.4. organizational assistance in obtaining a local staff for the Tournament, including a local organizing committee structure, local court monitors ("GusBusters"), local event volunteers, and local medical personnel;

2.2.5. creation and maintenance of a national website, to include the complete tournament schedule and a process for teams to register for the Tournament through an online system;

2.2.6. receipt and processing of team applications and team entry fees, including those submitted by mail and those submitted through an online registration process;

2.2.7. computer breakdown of teams into divisions and assistance in creating the Tournament game schedules;

2.2.8. assistance in budgeting Tournament expenses;

2.2.9. assistance in selecting the Tournament site and drafting the map and the layout of courts for the specific Tournament site;

2.2.10. provide Local Organizer with Macker's regional mailing list of past tournament participants and potential players known to Macker; and

2.2.11. assistance in designing an appropriate system for Tournament sponsor recognition.

2.3. ***Tournament Services:*** At the Tournament, Macker shall provide a minimum of four (4) Macker officials, who shall render services on-site relating to the following:

2.3.1. training and supervision of court monitors and officials;

2.3.2. organization and supervision of on-site player registration;

2.3.3. supervision and organization of scheduling and brackets;

2.3.4. assistance in rule interpretation and player eligibility;

2.3.5. supervision of public address system and "Master of Ceremonies" responsibilities (including Opening Ceremonies and other special events); and

2.3.6. organization and supervision of site set-up and takedown.

2.4. ***Miscellaneous Services:*** Upon the written request of Local Organizer, Macker will provide additional miscellaneous other services at the rate of twenty-five dollars ($25.00) per man hour. Macker shall provide written time records for these miscellaneous services.

2.5. ***Tournament Supplies:***

2.5.1. Unique Items: Macker agrees to provide the Local Organizer with sufficient information, specifications, or materials necessary for Local Organizer to obtain the following items/services (collectively the "Unique Items"):

2.5.1.1. complimentary player t-shirts;

2.5.1.2. trophies and awards;

2.5.1.3. printed materials:

2.5.1.3.1. Gusette® newspaper;

2.5.1.3.2. entry forms and booklet;

2.5.1.3.3. promotional posters;

2.5.1.3.4. local organizing committee stationery and envelopes;

2.5.1.3.5. player waiver forms

2.5.1.4. transportation of equipment; and

2.5.1.5. sponsor banners & signs.

2.5.2. Unique Items: Macker agrees to provide the following Unique Items at no additional cost to Local Organizer:

2.5.2.1. duct tape for court boundaries;

2.5.2.2. official programs;

2.5.2.3. scoresheets;

2.5.2.4. “hospital style” ID Bracelets;

2.5.2.5. portable baskets;

2.5.2.6. basketballs;

2.5.2.7. computer processing of teams; and

2.5.2.8. liability insurance (as more specifically described in Paragraph 2.6).

2.5.3. Generic Items: Macker agrees to provide Local Organizer with sufficient information, specifications, or materials necessary for Local Organizer to obtain the following items/services (collectively the "Generic Items"):

2.5.3.1. portable restrooms;

2.5.3.2. garbage cans/dumpsters;

2.5.3.3. bleachers;

2.5.3.4. tables & chairs;

2.5.3.5. tents;

2.5.3.6. public address system;

2.5.3.7. forklift;

2.5.3.8. security;

2.5.3.9. medical personnel and supplies;

2.5.3.10. two-way radios.

2.5.4. Procuring Tournament Supplies:

2.5.4.1. Ordering: Macker and Local Organizer shall agree in writing as to who will be responsible for ordering the various Unique Items and Generic Items (collectively "Tournament Supplies"). Unless otherwise specified, Local Organizer shall be responsible for ordering the Generic Items. Unless otherwise specified, payment for the Tournament Supplies will ultimately be the responsibility of the Local Organizer, as set forth elsewhere in this Agreement.

2.5.4.2. Suppliers: Local Organizer acknowledges that there are only certain suppliers for some of the Unique Items, in part because of the stringent specifications for the Unique Items. Macker will supply Local Organizer with written specifications for the Unique Items in order to allow Local Organizer the opportunity to determine if any local suppliers are capable of producing them. In the event that the Local Organizer finds a supplier that can meet the stringent specifications of Macker, at a price lower than obtainable by Macker through Macker's usual suppliers, Macker

agrees to reasonably consider allowing Local Organizer to obtain the items in question from each supplier. In the event that Macker does not approve the supplier requested by Local Organizer, Local Organizer shall have the option of ordering the Unique Items Directly from the Supplier that Macker intends to use were it going to obtain the Unique Items in question. Local Organizer shall be responsible for ensuring the quality of the Unique Items it obtains. In the event that they are not in compliance with the specifications, then Macker shall have the right to order replacements from its usual suppliers, all at the cost of Local Organizer.

2.6. ***Insurance:***

2.6.1. Macker shall obtain commercial public liability insurance coverage (Spectator Liability) for Bodily Injury & Property Damage and Participant Legal Liability coverage, naming Local Organizer, Gus Macker Enterprises, Inc. and any Local, National or Regional Sponsors identified by Local Organizer and/or Macker as additional insureds, in the amount of One Million Dollars ($1,000,000) each occurrence and annual aggregate for commercial public liability coverage, and Two Hundred Fifty Thousand dollars ($250,000) per occurrence for Participant Legal Liability coverage. Macker shall provide Local Organizer with a copy of a policy conforming to the within conditions no later than fifteen (15) days prior to the Tournament Date.

2.6.2 Local Organizer agrees that each participant in the Tournament shall acknowledge in writing, in a form provided by Macker, that Macker and Local Organizer shall have no liability for personal injuries which may arise from the entrant's participation in the Tournament.

3. **Local Organizer Responsibilities**

3.1. ***Specific Tournament Site:*** Local Organizer shall be responsible for selecting a specific site for each Tournament within the Tournament Location. Local Organizer shall provide Macker with written notice of the specific site for the Tournament no later than 120 days prior to each Tournament Date. Local Organizer agrees to consult Macker regarding the suitability of the specific site and specific layout (including court placement, tent placement, etc…) prior to making any public announcement and commitment to sponsor the Tournament at that site.

3.2. ***Approvals, Permits and Licenses:*** Local Organizer shall be responsible for obtaining all required governmental approvals, permits and licenses necessary for Macker to conduct the Tournament, including, without limitation, those approvals necessary to:

3.2.1. operate the outdoor public address system;

3.2.2. divert and block traffic; and

3.2.3. sell food and souvenirs.

3.3. ***Tournament Supplies:*** Local Organizer shall obtain the quantity and quality of Tournament supplies set forth in the written agreement referenced in paragraph 2.5, above.

3.4. ***Personnel:*** Local Organizer shall be responsible for obtaining volunteer personnel to serve in the following areas of responsibility:

3.4.1. court monitors (GusBusters) and officials;

3.4.2. set-up, take-down, and cleanup;

3.4.3. on-site player registration;

3.4.4. scheduling/bracket tent;

3.4.5. on-site special events; and

3.4.6 medical care and first aid.

Macker will make recommendations to Local Organizer regarding the number of volunteers needed, at a time closer to the Tournament Date. If Local Organizer fails to secure an adequate number of volunteers, Macker shall have the right to hire paid personnel which Local Organizer shall be responsible to pay.

3.5. ***Charges, Cost and Expenses:*** Local Organizer shall be responsible for all cost and expenses, regardless of how characterized, in connection with the Tournament including, without limitation, the cost of the permits, approvals, and licenses, Tournament Supplies, and fees and out of pocket expenses charged by Macker, as more specifically outlined below.

3.6. ***National or Regional Sponsor:*** Local Organizer agrees to comply with any and all requirements of any National or Regional Sponsor identified by Macker. Macker shall be responsible to identify any National or Regional Sponsor to the Local Organizer not later than Sixty (60) days before the Tournament Date.

3.7. ***Local Sponsorship:***

3.7.1. Local Organizer is responsible for obtaining and securing all local sponsorship for the Tournaments. For purposes of this Section, "local sponsorship" shall be defined to mean any sponsor of the Tournament which has not been identified by Macker as a National or Regional Sponsor.

3.7.2. Local Organizer agrees that it will not utilize any Local Sponsor which:

1. Sells, distributes, endorses or advertises, or is affiliated with any entity which sells, distributes, endorses or advertises, any alcoholic beverage, any alcohol-related product or any tobacco product;

2. Is a direct competitor, in the furnishing of goods or services, of any National or Regional Sponsor identified by Macker in accordance with Section 3.7 hereof.

3.7.3. Local Organizer acknowledges that in enforcing the provisions of Section 3.7.2, Macker shall be entitled to seek and obtain injunctive relief, in a court of competent jurisdiction, to enjoin any violation of Section 3.7.2.

4. **Fees, Revenues, and Charitable Contributions.**

4.1. ***Macker Fees:***

4.1.1. Travel expenses: Travel expenses incurred by Macker in connection with the Tournament including, but not limited to airfare, surface transportation, and meals will be Two thousand dollars ($2,000.00) per Tournament. For purposes of this paragraph, the travel expenses shall include pre-tournament travel (e.g. promotional activities, etc…) and travel necessary for the Macker staff coming for the Tournament weekend, and shall be paid on or before the first day of each tournament. It is agreed that lodging is not to be included as a travel expense under this paragraph. Local Organizer is responsible for obtaining complimentary lodging from a local hotel, or reimburse Macker separately for any lodging expense.

4.1.2. Pre-Tournament and Tournament Services: As compensation for services rendered pursuant to paragraphs 2.2 and 2.3, Macker shall be entitled to thirty percent (30%) of the gross team entry fees. This amount shall be due and payable on or before the first day of each Tournament. For purposes of this paragraph, Macker and Local Organizer agree that team entry fees for the 2014 Tournament shall be a minimum of One Hundred Sixteen Dollars ($116.00) per team.

4.1.3. Miscellaneous Services: the services, if any, provided pursuant to paragraph 2.4 shall be paid for within fifteen (15) days of Local Organizer's receipt of an invoice from Macker.

4.2. ***Revenues:***

4.2.1. Macker shall be entitled to:

4.2.1.1. Travel expenses and percentage of team fees as set forth in Paragraph 4.1.

4.2.1.2. Ninety-five (95%) of the gross proceeds of all souvenirs and goods sold by it pursuant to paragraph 6.1.

4.2.1.3. 100% of National and/or Regional Sponsorship monies.

4.2.2. Local Organizer shall be entitled to:

4.2.2.1. All of the proceeds from the sale of food and beverage products at the Tournament, except as set forth in paragraph 7.2.

4.2.2.2. Five percent (5%) of the gross proceeds of sale of souvenirs and goods sold by Macker pursuant to paragraph 6.1. Macker shall provide a reasonably detailed statement of the amount owed to Local Organizer pursuant to this paragraph and shall pay Local Organizer this amount within thirty (30) days after the last day of the Tournament; provided, however, if Local Organizer defaults in performance of any of its obligations under this Agreement or does not secure a location of the sale tent near Center Court at the tournament, Macker may at its sole discretion withhold payment of this five percent (5%) fee.

4.2.2.3. Seventy percent (70%) of the gross team entry fees;

4.2.2.4. 100% of Local Sponsorship monies as defined in paragraph 3.7.

4.3. ***Charitable Contribution:*** Local Organizer shall make a contribution to a local charity pre-approved by Macker from the Local Organizer's portion of the Tournament revenues.

5. **Liquidated Damages.**

5.1. Macker and Local Organizer acknowledge that, in the event Local Organizer fails to conduct any Tournament at the Tournament Location during the Term of this Agreement, the damages suffered by Macker would be difficult or impossible to ascertain, since Macker would suffer the loss of potential revenue from the sale of souvenirs, clothing and other goods, as well as the loss of goodwill. Macker and Local Organizer acknowledge and agree that Macker's profits on the sale of souvenirs, clothing, and the goodwill inuring to Macker are a significant part of the consideration for this Agreement. Therefore, Macker and Local Organizer agree that, in the event Local Organizer fails to conduct any tournament at the Tournament Location during the Term of this Agreement, except as specifically provided for in Sections 1.3. or 9.1, then, for the Tournament not conducted, Local Organizer shall pay to Macker the sum of $5,000 as liquidated damages, equivalent of the first half promotional fee for the Tournament not conducted.

5.2. Except as specifically provided for in Sections 1.3. or 9.1., Local Organizer and Macker further agree that the failure of the Local Organizer to conduct a Tournament at the Tournament Site in any one year of the Term of this Agreement shall be conclusively presumed to be an anticipatory breach of the Local Organizer's obligation to conduct a Tournament in any subsequent year remaining under the Term of this Agreement, and that the liquidated damages set forth in this Section shall apply to each subsequent year left under the Term of this Agreement.

5.3. In addition to the payment of liquidated damages required under this Section, except as specifically provided for in Sections 1.3. or 9.1., if Local Organizer fails to conduct any Tournament that is described in this Section 5, any unpaid amounts due under Section 1.2 shall be immediately due and payable to Macker.

6. **Sale of Souvenirs and Products bearing any trademarks or servicemarks owned by Macker.**

6.1. Macker shall have the exclusive right to sell souvenirs and goods which bear any trademarks or service marks owned by Macker. Macker shall pay to Local Organizer the amount set forth in paragraph 4.2.2.2. Notwithstanding the foregoing, Macker and Local Organizer agree that the player's package distributed to each entrant and consisting of, without limitation, a complimentary Gus Macker® t-shirt, the Gusette®, an official program, and other items that may from time-to-time be included, shall be distributed to entrants without charge other than the entry fee.

6.2. Local Organizer has no right to sell or distribute any souvenirs or goods which bear any trademarks or servicemarks owned by Macker without the prior written consent of Macker, which may be withheld in Macker's sole discretion.

7. **Sale of Food and Beverages.**

7.1. Except as set forth in paragraph 7.2, Local Organizer shall have the right to sell or distribute any and all food and beverages and shall have the right to allow private concessionaires and/or local service organizations, such as the Jaycees, Kiwanis, Boy Scouts, and the like, to sell or distribute foods and beverages.

7.2. Notwithstanding the limitation of Section 7.1, Macker shall have the right to sell or distribute any food or beverage product as part of any agreement between Macker and any Regional or National Sponsor. Local Organizer further agrees that it will not permit any local organization to distribute any food or beverage that is contrary to or in violation of the terms of any agreement between Macker and any Regional or National Sponsor.

8. **Confidentiality, No rights in Technical Information, Copyrights, or Trademarks.**

8.1. Local Organizer acknowledges that Macker has developed and is the sole owner of substantial proprietary information relating to organizing, promoting and conducting basketball tournaments, including confidential information, know-how, data, trade secrets, technical specifications, team pairing formulas and techniques, player data, mailing lists, and the like ("Technical Information").

8.2. Local Organizer acknowledges that Macker has developed and is the sole owner of copy-righted name and formats for use in producing, without limitation, brochures, newsletters, rules and regulations, programs, trophies, promotional products, computer software, and the like ("Copyrights").

8.3. Local Organizer acknowledges that Macker is the sole owner of the marks "Gus Macker", "Basketball Man Logo", "Gusette" and other related terms and designs ("Trademarks").

8.4. Local Organizer acknowledges that Macker has the sole right to grant all license, authority, and permission to use said Technical Information, Copyrights and Trademarks (collectively "Rights") throughout the entire United States, its possessions, and all foreign countries, including those territories belonging to the Universal and Berne Copyright Conventions.

8.5. Local Organizer agrees to maintain in secrecy all of the Technical Information that it happens to come across or that Macker shares with in connection with the Tournament, and promises not to disclose or use any of the Technical Information withheld in Macker's sole discretion.

8.6. Local Organizer agrees that it has no ownership of, and is not retaining the services of Macker to obtain any right of ownership in, or continued use of, any of the Technical Information, Copyrights or Trademarks.

8.7. In the event that one or more of the said Rights are infringed, Macker shall, within a reasonable time after notice thereof, resolve the problem or commence and prosecute at Macker's expense, all legal proceedings necessary to reasonably protect said Rights and stop such infringement, and shall be entitled to retain all recoveries made therein.

9. **Cancellation and Termination.**

9.1. ***Cancellation of Tournament:*** If less than One hundred (100) team applicants have been received at the time of the pre-established postmark entry deadline date, then Local Organizer or Macker shall have the option to cancel the Tournament by written notice to the other party no later than fourteen (14) days prior to the Tournament Date.

9.2. ***Promotional Fees:*** In the event of a cancellation of the Tournament pursuant to Section 9.1, all unpaid installments of the Promotion Fee due to Macker under Section 1.2. for that year's Tournament are immediately due and payable.

9.3. ***Termination:*** In the event any Tournament is canceled according to the provisions of Section 9.1, Macker, at its sole option, may terminate this Agreement upon thirty (30) days written notice to the Local Organizer. Notwithstanding any such termination, all unpaid installments of the Promotion Fee due to Macker under Section 1.2. for that year's Tournament are immediately due and payable to Macker.

9.4. ***Bankruptcy of Local Organizer:*** If Local Organizer shall file a petition in bankruptcy or be adjudicated bankrupt or become insolvent or make any assignment to the benefit of creditors, or if the assets of Local Organizer shall be placed in the hands of a receiver, Macker may terminate this Agreement by written notice by registered or certified mail to Local Organizer, its receivers, trustees or assigns. If this Agreement is so terminated, Local Organizer, its receivers, representatives, trustees, agents, successors or assignees shall not be relieved of the obligations incurred to the date of termination.

10. **Default.**

10.1. ***Right to Terminate:*** Should either Macker or Local Organizer default in the performance of any of their respective obligations herein, and if such default shall continue for a period of thirty (30) days after written notice and demand for performance to the defaulting party, then the non-defaulting party may terminate this Agreement.

10.2. ***Liquidated Damages:*** In the event of default by the Local Organizer, the Local Organizer shall be subject to the provision for liquidated damages as provided in Section 5.1, and all unpaid installments of the Promotion Fee due to Macker under Section 1.2 are immediately due and payable to Macker.

10.3. ***Interest on Delinquent Payments:*** All Payments required to be made under this Agreement not received by Macker by the specified due date shall accrue interest at a rate equal to the then-current maximum rate permitted by law.

11. **Non-Compete Agreement.**

11.1. ***Macker:*** Macker agrees that during the term of this Agreement, it will not promote, organize or conduct a Gus Macker® "3-on-3 Basketball Tournament" within ____driving miles of the Tournament Location, without prior approval of Local Organizer. Macker shall not be bound by this agreement if the Tournament Services Agreement is terminated pursuant to Articles 9 or 10.

11.2. ***Local Organizer:*** Local Organizer agrees that it will not organize, sponsor, or otherwise be affiliated with a so-called "three-on-three" basketball tournament during the term of this Agreement and for eighteen (18) months thereafter.

11.3. ***Consideration:*** Local Organizer and Macker agree that their respective agreements not to compete, as set forth above, are an integral part of the overall consideration given by each other entering into this Agreement.

12. **Right of First Refusal for future Tournament.**

In the event that Macker is interested in promoting, organizing and conducting a subsequent Gus Macker® "Three-On-Three Basketball Tournament" at the Tournament Location within Three Hundred Sixty Five (365) days from the expiration of this Agreement, and provided that the Local Organizer is not in default under the terms of this Agreement, then Macker shall give Local Organizer the first right to sponsor such subsequent Tournament. Local Organizer shall have thirty (30) days from receipt of written notice of Macker's intent to promote such a Tournament to enter into a written Agreement with Macker to become the Local Organizer for the Tournament.

13. **Miscellaneous.**

13.1. ***Notice:*** Any notice, payment, or communication to be given shall be sent, unless otherwise specified herein, by first-class certified mail, return receipt requested, and postage prepaid, to the following address, as may be changed from time to time:

Macker:
Macker Basketball, LLC
Attn: Scott W. McNeal
107 E. Main Street, Suite 3
Belding, Michigan 48809

Local Organizer:
_____
_____
_____

13.2. ***Law Governing:*** This Agreement shall be construed and performance hereunder determined in accordance with the laws of the State of Michigan, U.S.A. Any actions or proceedings regarding this Agreement must be commenced and maintained in a court in the State of Michigan, U.S.A.

13.3. ***Cost of Enforcement:*** In the event of breach or default of this Agreement by either party, the losing party shall be required to pay all reasonable legal fees and costs incurred by the successful party in enforcement of this Agreement.

13.4. ***Binding Agreement, Non-Assignability:*** This Agreement shall be binding upon the parties hereto and upon their respective heirs, successors, legal representative, and/or assigns, but shall not be assignable or transferable in whole or in part by Local Organizer without written consent of Macker, which may be withheld in Macker's sole discretion.

13.5. ***Entire Agreement:*** This Agreement contains the entire Agreement between the parties hereto, and it shall not be altered, modified or amended except by a written document duly executed by all parties hereto.

13.6. ***Severability:*** The invalidity or legal unenforceability of any provision of this Agreement shall not operate to abrogate this Agreement, but shall merely cause such provision, and only said provision, to be invalid or unenforceable.

13.7. ***Headings:*** The headings of each paragraph herein are used solely for convenience and are not part of the Agreement.

13.8. ***Time of Essence:*** Time is of the essence of the Agreement.

13.9. ***Independent Contractor:*** The parties agree that Macker is performing the services hereunder as an independent contractor, not as an employee, agent, or legal representative of the Local Organizer.

13.10. ***Books and Records:*** Local Organizer shall, for a period of three (3) years after the last day of the Tournament, keep full and particular books of accounts of all matters connected with the income from the Tournament, which books of account shall be open for inspection and/or audit by Macker or its representatives during regular business hours for the purpose of verifying the reports made by Local Organizer to Macker within this Agreement. In the event Macker's audit establishes a deficiency in payments in excess of five percent (5%) of the amount reported by Local Organizer, Local Organizer will bear the reasonable cost of the audit.

In Witness Whereof, Macker and Local Organizer have caused this Agreement to be signed as of the dates set forth below, and to be effective as of the later of those dates.

Macker Basketball, LLC

By:_____ Date: _____
Scott W. McNeal

Local Organizer

By:_____ Date: _____

Its:_____