EXECUTIVE SUMMARY

Recommend approval of Tourist Development Tax Category "B" funding to support the four upcoming FY 16 Sports Events up to \$15,300.00 and make a finding that these expenditures promote tourism.

OBJECTIVE: Approve funding support for managing and promoting four upcoming sports events in Collier County during FY 16.

<u>CONSIDERATIONS:</u> Collier County is scheduled to host the following events in April and May 2016 The Tourism Division Sports Marketing Team has attracted these prestigious events to our community. The projected hosting costs to manage and promote these events are based on our past experience with similar events. The Tourism Division proposes to pay Parks and Recreation for the field rental and event support expenses for each this event. Field rental and event assistance is an authorized expenditure for the BCC approved sports assistance program. Funding for these events is subject to Board approval.

<u>Naples Spring Shootout</u> will take place on April 2-3, 2016. This is the third year for this event in which has seen growth every year. This year looks to bring over 75 teams that will play at North Collier Regional Park. Last year this event attracted over 1,400 visitors to the area and will increase with the number of teams increasing this year. This event promotes Collier County as a major destination for youth soccer. The expenses to be paid for this event will be facility rental to North Collier Regional Park up to a total cost of \$3,200.00.

<u>TBS/Florida State Baseball Championship</u> will take place on April 22-24, 2016. This event will attract over 1,200 visitors to the area and has historically produced over 600 room nights. This tournament is a youth baseball tournament consisting of out of market teams. This event promotes Collier County as a youth sports destination. The expenses to be paid for this event will be facility rental of North Collier Regional Park as well as Veterans Park up to a total cost of \$3,600.00

Sports Recruiting USA Soccer Showcase will take place April 23-24, 2016. This is a first year event that is expecting to attract over 60 teams and will bring over 40 collegiate coaches to scout youth players competing for collegiate scholarships. This event promotes Collier County as a major tourism destination for youth soccer as well as a recruiting hotbed for soon to be collegiate athletes. The expenses to be paid for this event will be facility rental to North Collier Regional Park up to a total cost of \$3,200.00.

FHSAA Boys' Volleyball State Championships will take place on May 6-7, 2016. This event will be the first ever Boys Volleyball State Championship held on the west coast of Florida. This event attracts the top high school volleyball talent in the state to compete for the State Championship. This event promotes tourism to the County as Boys' Volleyball is currently not played in our area. This tournament looks to help grow and impact the sport to start competition on our coast as well. The expenses to be paid for this event will be event service expenses, including but not limited to, announcers, athletic trainers, security, hospitality, and site managers up to a total cost of \$5,300.00. The FHSAA sponsorship agreement is attached and will be provided to the BCC for approval.

FISCAL IMPACT: Funding of up to \$15,300.00 for these four events is included in the BCC approved FY 16 Tourism Department budget in Fund 184 for Sports Marketing Event support.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan from this action.

LEGAL CONSIDERATION: This item has been approved as to form and legality and requires majority vote for approval. – CMG

RECOMMENDATION: That the Board of County Commissioners approve Tourist Development Tax Category "B" funding to support four upcoming FY 16 sports events up to \$15,300.00 and make a finding that these expenditures promote tourism.

Prepared By: Parker Medley, Sports Marketing Manager

Attachment: FHSAA Agreement

AGREEMENT "FLORIDA HIGH SCHOOL BOYS VOLLEYBALL STATE CHAMPIONSHIPS"

THIS AGREEMENT is entered into this 3th day of , 2016, by and between the FLORIDA HIGH SCHOOL ATHLETIC ASSOCIATION, INC. ("the FHSAA"), having its principal place of business at 1801 Northwest 80th Boulevard, Gainesville, Florida 32606; and the COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS C/O NAPLES, MARCO ISLAND, EVERGLADES CVB ("the CVB") & GOLDEN GATE HIGH SCHOOL ("the Host"), having its principal places of business at 2660 N. Horseshoe Drive Suite #105, Naples, Florida 34104 & 2925 Titan Way, Naples, FL 34116, for the conduct of the "FLORIDA HIGH SCHOOL BOYS VOLLEYBALL STATE CHAMPIONSHIPS" ("the Event").

The following terms and conditions mutually agreed upon shall apply:

1. <u>Grant.</u> Subject to the terms and conditions contained herein, the FHSAA hereby grants to the Host the non-transferable right to serve as host organization for the Event throughout the Term. Nothing in this Agreement shall be construed to prevent the FHSAA from granting rights to any other party to serve as Host organization for other state championship events.

2. Term.

- a. The "Term" of this Agreement shall be one (1) year. It shall commence on the date first written hereinabove and shall terminate on June 30, 2016, or on such earlier date as both parties have fulfilled their obligations as set forth herein below. It, however, may be terminated at any time upon the written agreement to do so being signed by the FHSAA and the Host.
- b. In an effort to extend the Term beyond June 30, 2016, the FHSAA and the HOST agree that they may enter into negotiations following a review of the Event with respect to a possible extension of the Term for a period of up to two (2) additional years. Subject to written approval of both parties.
- 3. Dates. The Event shall be conducted on the following dates:
 - May 6 7, 2016
- 4. <u>Format and Time Schedule.</u> The Boys Volleyball State Championships provides for seven (7) matches to be played over two (2) days in a single elimination style tournament. This event will consist of four (4) quarterfinal matches, two (2) semifinal matches, and will conclude with one (1) state championship match. The eight (8) teams that win their respective play-in matches shall advance to this State Championship Event. The FHSAA shall determine the actual time slots and schedule in which the qualifying teams play their semifinal games to maximize attendance.
- 5. <u>Host School.</u> Golden Gate High School, shall serve as Host school for the Event.
- 6. Facility.
 - a. The Event shall be held at Golden Gate High School, 2925 Titan Way, Naples, Florida 34116 (the "Facility").
 - b. The HOST agrees that the Facility will be in compliance with all applicable city, state and Federal regulations concerning access and seating for people with disabilities.



- c. The HOST agrees that the playing surface, locker rooms, competition courts, media areas, staff areas, and warm-up courts within the Facility shall be available for the exclusive use of the FHSAA from 1 p.m. (EST) the day before the event (for setup) through 11:00 p.m. (EST) or three (3) hours following the last game's completion, whichever is later (for post-event breakdown). During that period of time, the Facility will be clean and accessible and competition conditions will be safe and of championship caliber. The HOST agrees that throughout the Event the Facility will be lighted in the standard manner, and that the scoreboard and/or public-address system will be in good working order.
- d. The Host shall ensure that the main competition court is properly maintained and ready for play during the Event. The playing and warmup courts shall conform to and be marked in accordance with National Federation of State High School Association (hereinafter "NFHS") Boys Volleyball Rules. The primary competition court shall have an electronic scoreboard that is clearly visible to team benches, the field of play, and spectator seating areas.
- e. Two (2) team locker rooms are required for participating teams and each shall accommodate up to twenty-two (22) people. Each room shall have access to private shower and restroom facilities.
- f. Team benches should each be suitable for approximately twenty-two (22) individuals and all team equipment. Benches should be in excellent condition and of championship caliber.
- g. The HOST shall provide within the Facility areas for use by athletic trainers. These areas shall be in clear view and close proximity to the teams, dressing areas, and playing court(s).
- h. An appropriate number of gates shall be opened to adequately accommodate the ingress and egress of spectators. Spectator seating shall be available for a minimum of 500 spectators. Public areas shall be clean and accessible. An adequate number of concession stands and public restrooms for men, women and handicapped patrons shall be accessible to spectators during the Event.
- i. Press Row should be of championship caliber and be able to accommodate approximately ten (10) people at one time (i.e. PA announcer, score keepers, statisticians, credentialed media, officials, officials evaluators, volunteers, FHSAA staff, host staff, etc.), with an unobstructed view of the playing court. A separate area or room, with an unobstructed view of the playing court, shall be provided to the live media broadcast partners of the FHSAA. Wireless Internet and power is required for press row and a hardwired Internet access must be made available to the broadcasting outlet. The press row area shall have snacks and drinks available at all times.
- j. The HOST shall provide four (4) separate [two (2) per gender] dressing rooms for use by game officials at the facility. Each room must accommodate a minimum of five (5) individuals and have access to private showers and toilet facilities.
- k. The HOST shall provide one (1) meeting room or meeting area in the facility at all times for event personnel and FHSAA Staff. Meeting space for ten (10) people is sufficient.
- The HOST shall provide a hospitality area at the Facility during the Event for event management, FHSAA staff and directors, credentialed news media, non-athlete representatives from the participating schools and individuals holding appropriate passes.
- m. The HOST shall ensure that adequate parking is available at, or in close proximity to, the Facility during the Event. Such public parking areas, as much as is possible, should be patrolled for security.



- n. The HOST, at the Facility, shall provide complimentary access to reserved parking areas for participating team vehicles, FHSAA staff, FHSAA directors, FHSAA guests, VIP's, officials, and properly credentialed members of the media during the Event. Host will be permitted to charge up to five dollars (\$5) per vehicle for parking.
- o. Because the HOST is familiar with the Facility, grounds and equipment that it is provided for use in the Event, the HOST and its representatives are in the best position to oversee safety preparations and inspections. Accordingly, the HOST agrees to perform such preparations and inspections and to provide such Facility, grounds and equipment free from all defective or hazardous conditions that are known or reasonably detectable. If any such conditions cannot be cured prior to the Event, the HOST agrees to provide specifics to the FHSAA Executive Director in writing as far in advance of the Event as reasonably possible. Receipt of any such notice shall <u>not</u> obligate FHSAA either to cure the conditions in question or to relieve the HOST of its legal duties with respect thereto.
- p. The FHSAA specifically disclaims any responsibility to investigate the safety or code compliance of the Facility and parking lots or the component products, equipment, materials, designs and constructions.
- q. Representatives of the FHSAA staff will visit the site to review the Facility and space assignments. The arrangements made during the survey shall not be altered without approval from the FHSAA staff.

7. Administration, Management, & Personnel.

- a. The Event shall be conducted under the general direction and supervision of the FHSAA Executive Director, and in compliance with the controlling bylaws, regulations, guidelines, policies and guidelines of the FHSAA. The FHSAA Boys Volleyball administrator shall serve as Event Director.
- b. All aspects of the competition during the Event, including matters pertaining to competitors and contest officials, shall be under the direct supervision of the FHSAA Boys Volleyball administrator. All matters pertaining to the media operation, marketing and promotions, branding, facility decoration and appearance, pregame, in game and postgame festivities, and merchandising and licensing of the Event shall be under the direct supervision of the FHSAA administrative services department representative.
- c. The Host shall appoint a local organizing committee ("LOC") and event manager to develop and implement its plans for the operation of the Event and to coordinate the various responsibilities of the Host organization. The event manager shall be the FHSAA's primary contact within the Host organization, shall have significant experience in tournament and game administration and event management. The event manager shall be responsible for the filing of all necessary reports with FHSAA prior to and after the Event.
- d. The CVB agrees to secure at its own expense all necessary personnel to include, but not limited to, those listed in section 10a (3). All CVB expenditures will be in compliance with Collier County purchasing ordinance, policy, and state law.
- e. The HOST, in cooperation with the Facility and the FHSAA, shall prepare an operations manual detailing all plans and procedures for the successful conduct of the Event.

8. Tickets, Credentials and Passes.

a. Every individual admitted to the Event must enter the Facility with a ticket of admission, a credential issued by the FHSAA, or a pass issued by the FHSAA. The Host shall account for all tickets and ticket packages at face value. Complimentary tickets shall not be permitted. Children under age of three (3) may be admitted free. Presale on-line



- ticketing may be offered by the Host, with a prior written agreement between the FHSAA and Host or addendum to this contract. The Host is not permitted to charge a handling fee, charge card fee or any other fee above the admission price approved by the FHSAA for ticketing unless approved in writing by the FHSAA in advance.
- b. The price of a ticket of general admission to each session of the Event, unless changed by the FHSAA in consultation with the Host, shall be nine dollars (\$9.00). Any special ticket package program or promotion developed by the Host shall be approved in writing in advance by the FHSAA.
- c. The FHSAA State Final Financial Report Form [Exhibit A] must be completed and submitted to the FHSAA by the Host following the conclusion of the Event. The Host shall provide a copy of the pass gate log [Exhibit B] with the financial report, as well as a ticket manifest. The FHSAA State Final Financial Report Form, pass gate log and ticket manifests are due no later than thirty (30) calendar days following the Event each year.
- d. Pursuant to s. 212.04(2)(a), Florida Statutes, the FHSAA is exempt from any taxes on admissions to its athletic events. Any taxes, surcharges or other fees levied by any governmental body or agency or other organization on admissions to events held in the Facility, if not waived for the Event, shall be the sole responsibility of, and must be paid by, the Host.
- e. Not less than fourteen (14) days prior to the event, the CVB must provide to the FHSAA, a list of individuals approved by the Host to receive event credentials. A mutually agreed upon number of credentials will be provided to the Host, by the FHSAA, during each vear of the term.
- f. The following credentials may be issued by the FHSAA:
 - (1) Working credentials shall be provided to bona fide working personnel, including event staff and personnel, concessionaires and approved merchandise vendors, officials and media representatives.
 - (2) Credentials for FHSAA Board of Directors, FHSAA Staff, FHSAA corporate partners and vendors, and other FHSAA guests.
 - (3) Each of the schools qualifying teams to the Event shall receive credentials according to the tournament regulations in the FHSAA Handbook and complimentary admission for up to fifteen (15) athletes, and seven (7) non-player personnel including coaches, managers, athletic trainers, and team videographers. School resource officers or other law enforcement officers escorting qualifying teams, provided they are in uniform and report to the senior law enforcement officer in charge at the Facility, shall be admitted without charge.
 - (4) Specified guest credentials for those not serving in a working capacity. (e.g., government dignitaries, celebrities whose presence would be favorably noteworthy, local Event sponsors, guests of FHSAA Board of Directors and guests of FHSAA staff).
- g. The following passes authorized and issued by the FHSAA shall be the only passes honored for complimentary admission to the Event:
 - (1) The FHSAA State Series Pass, which is purchased annually by member schools for use by their athletic department personnel and by registered contest officials for their personal use. This pass shall admit only the bearer upon presentation of valid photo identification and cannot be used by students or other individuals under the age of eighteen (18).
 - (2) The FHSAA Lifetime Pass, which is issued to retired FHSAA staff, former members of the FHSAA Board of Directors, members of the



Florida High School Athletic Hall of Fame, and other individuals who have made significant contributions to the Association. This pass shall admit the bearer, upon presentation of valid photo identification, and one (1) guest.

h. Pass gate attendants shall check the photo identification of each individual attempting to gain entry into the Event by means of a pass. Each individual admitted using a pass shall be required to record his/her name, position with school or organization, type of pass and the pass number on pass gate log forms or electronically by means of software provided by the FHSAA. The Host shall submit to the FHSAA the pass gate log forms or software printout with the financial report for the Event.

9. Event Receipts.

- a. Event receipts shall include all revenue derived from the sale of tickets of admission to the Event. Event receipts shall also include on-line sales of tickets by either the FHSAA or the Host and any special ticket packages approved by the FHSAA and sold by the Host.
- b. Event receipts shall not include the following:
 - (1) All revenue derived from the sales of food and beverage concessions shall be retained by the HOST.
 - (2) All revenue derived from the sales of parking (rate to be approved by the FHSAA) shall be retained by the HOST.
 - (3) All revenue derived from government and tourist development grants awarded the Host, and contributions made by local sponsors under contract with the Host shall be retained by the HOST.
 - (4) All revenue derived from television rights fees, Internet right fees, radio rights fees, program advertising, program sales, merchandise sales of products of the type licensed by the FHSAA, and contributions made by FHSAA corporate partners shall be retained by the FHSAA.

10. Event Expenses.

- a. The CVB shall provide and be responsible for all expenses relating to:
 - (1) the facility, including the main competition courts, warm-up courts, spectator seating areas (permanent and portable), media work areas, concession stands, restrooms, ticket booths and other spaces, as well as all utilities, including telephone, and wireless & hardwired high-speed Internet;
 - (2) all equipment and supplies, including (but not limited to) electronic scoreboard, public-address system, platforms/stages, competition floor mats, photocopier and paper, electrical cords and outlets, communication radios, tables, chairs, pipe & drape, and risers;
 - all personnel, including (but not limited to) Tournament manager, awards coordinator, public-address announcer, scoreboard operator, official scorer and timer, statisticians, libero trackers, ticket sellers, ticket takers, pass gate attendants, parking lot attendants, concession stand workers, team and official hosts, crowd control, police and security, athletic trainers and medical staff, hospitality staff, media staff, volunteer staff, ball shaggers, grounds crew, custodians, and maintenance personnel; and
 - (4) all services, including public relations coordination, promotion, publicity and advertising, first aid and medical services, hospitality services, media



services, food and beverage concessions services, lodging services and competition area preparation and maintenance services.

*FHSAA understands that all expenses may be subject to Collier County Tourism Development Council Recommendation and Board of County Commissioners Approval. Should an item(s) not be approved, the CVB shall inform the FHSAA in writing a minimum of thirty (30) days prior to the Event as to why the item(s) was not approved. All CVB expenditures will be in compliance with Collier County purchasing ordinance, policy, and state law.

b. The FHSAA shall provide and be responsible for all expenses relating to team and individual awards, contest officials, official event logo, FHSAA signage, and credentials.

11. Financial Arrangements.

- a. The Host shall receive 100% of parking and concession receipts. The cost of parking shall not exceed \$5 (five dollars). Any change in parking must be approved in writing by the FHSAA. Approval shall not be unreasonably withheld.
- b. Event receipts shall include all revenue derived from the sale of tickets of admission to the Event. The FHSAA shall receive 80% of event receipts, and the Host shall retain the remaining 20% of the event receipts.
- c. The Host shall submit to FHSAA a State Final Financial Report form [Exhibit A], the state series pass gate log [Exhibit B], a ticket manifest, and a check payable to FHSAA in the amount due according to 11 (b) hereinabove for event receipts no later than thirty (30) calendar days following the last day of the Event, during each year of the term. The report shall include all sources of revenue for the Host and Host expenses. Should the Host fail to meet this 30-day deadline, it shall pay a penalty of two (2%) percent of the total amount due the FHSAA. An additional two (2%) percent penalty shall be accrued for each subsequent thirty (30) day period that the Host is delinquent in filing the State Final Financial Report form, ticket manifest and payment of the total amount due FHSAA.
- 12. <u>Participant Expenses.</u> Schools shall be responsible for the transportation, lodging and meal expenses of their qualifying teams and individuals.

13. Corporate Partnership and Sponsorship.

- a. The FHSAA is under contract with a marketing company that administers a corporate partner/sponsor program on behalf of the FHSAA. The FHSAA, its marketing company and its corporate partners must be given the opportunity to provide product or services and ancillary supplies and equipment in the competition, participant, media and hospitality areas, and generally within the Facility for consumption or use by participating student-athletes and supporting team delegation, media and within hospitality areas. The Facility must cooperate with delivery and facilitation of supplied products, services, supplies and equipment. FHSAA corporate partners must be permitted to showcase and distribute their products or services in the Facility during the Event
- b. The Host may solicit contributions (cash or in-kind) from local, regional or national companies to underwrite its expenses in Hosting the Event. Such "local sponsors":
 - (1) Shall not be competitors of any FHSAA corporate partner.
 - (2) Shall not be alcoholic beverage companies, tobacco companies,



- drug companies, pari-mutuels (excluding the Florida Lottery), casinos or organizations that promote gambling, adult entertainment establishments and services, athletic skills camps, recruiting and scouting services, or other companies that sell products or services incompatible with the educational dignity and propriety of the FHSAA and its member schools.
- (3) Shall not be designated as "title" or "presenting" sponsors of the Event.
- (4) Shall receive secondary billing to FHSAA corporate partners, and shall not be promised or granted any benefits that conflict with or exceed those granted by the FHSAA to its corporate sponsors.
- (5) Must be approved by the FHSAA, which reserves the right to review the agreements between the Host and its local sponsors [Exhibit C].

 The FHSAA agrees that such approval will not be unreasonably withheld.
- c. The FHSAA is under contract with an official isotonic drink partner of the FHSAA. The official partner of the FHSAA shall provide sufficient amounts of drink mix, coolers and cups to the Host for use during the Event. No other isotonic drink mix, coolers or cups bearing commercial identification shall be visible or used in competition areas during the Event.

14. Property and Media Rights.

- a. The Event and all festivities and activities associated with the Event, including the official results of the Event, are the sole property of the FHSAA. The CVB shall not reproduce, market or otherwise distribute or publicly display said properties, except as set forth herein, without the permission of the FHSAA.
- b. The FHSAA retains all rights to the television broadcast or cablecast, radio broadcast, Internet broadcast or other broadcast, videotaping, filming and photographing of the Event and may, at its sole discretion, award any or all of these rights to third parties of it choosing. Nothing in this Agreement shall preclude the FHSAA from permitting live or delayed broadcast(s) of the Event in any market.
- c. The CVB and the Facility shall waive any and all broadcast origination, videotaping, filming, photography and Internet fees, and shall grant free and full access to all media rights holders as needed. The Facility shall not charge the FHSAA or its media rights holders a fee in connection with the use of the Facility's existing power, Internet and/or lighting. The CVB shall pay any such fees.
- d. The FHSAA permits still cameras and handheld video cameras to be used by spectators at the Event so that they may record the Event for their own personal use not for the purposes of commercial resale or public redistribution in any form. Each competing team shall be permitted to photograph or videotape for archival, coaching or instructional purposes only those contests in which it participates. Photographers and their equipment must be positioned so that they do not block the view of any spectator. The use of tripods, unipods, or similar mounting equipment is allowed in designated areas only. Whereas the use of flying "drones", for any purpose, will be strictly prohibited.
- 15. Protected Marks. "Florida High School Athletic Association", the FHSAA logo, the letters "FHSAA", the phrases "Florida High School Boys Volleyball State Championships", "Florida High School Boys Volleyball Finals" and "FHSAA Boys Volleyball Finals", and other phrases and logos, including the official event logo (hereinafter collectively referred to as "the Protected Marks") are the sole property of the FHSAA. The Host will use the Protected Marks only in



connection with promotions and conduct of the Event, and only after receipt of approval for each usage from the FHSAA.

16. Merchandising Products.

- a. The FHSAA has the exclusive right to sell products of the type licensed by the FHSAA at the Facility on the dates of the Event and the right to retain all proceeds from the sale of such products. The Host shall ensure that appropriate space within the Facility is provided the official event merchandiser(s) under contract with FHSAA to display and vend event merchandise and souvenir products.
- b. The Host agrees to adhere to FHSAA merchandising policies and procedures in place at the time of the Event. The Host shall not have authority to include financial terms regarding the sale of event merchandise or souvenir products as part of a facility fee or license. The Host shall not otherwise have authority to bind the FHSAA or the official event merchandiser(s) contracted by FHSAA regarding the sale of event merchandise or souvenir products.
- c. The Host shall not use or market or allow others to use or market any product or item using or bearing the Protected Marks without the advanced written approval of the FHSAA. No such merchandise or material shall be sold or distributed by anyone except as designated by the FHSAA. The Host and Facility may continue to sell during the Event any non-event-related merchandise that is normally sold in the Facility.
- d. The Host shall make its best effort to protect the FHSAA's Protected Marks, as wells marketing, media, merchandising and other rights that have been sold and shall involve the local authorities in its efforts.

17. Promotions.

- a. "Florida High School Boys Volleyball State Championships" is the official name of the Event. The FHSAA will create and provide to the Host the official logo for the Event. The official name and official logo, and none other, shall be used in all correspondence, promotional materials, marketing materials and advertising produced for and relating to the Event.
- b. The FHSAA agrees to assist the CVB in publicity and promotional programs designed to create interest in the Event. Prior to the Event, representatives from the FHSAA and the Host shall discuss plans for the promotional program. Any promotion or publicity expenses originated or provided by the FHSAA shall be at its own expense and like expenses originated by the Host shall be at its expense.
- c. The Host agrees to abide by FHSAA policies pertaining to Internet sites developed on behalf of the Host to promote the Event. The FHSAA shall have the right of approval regarding proposed Internet sites related to the Event.

18. Signage, Displays and Handouts.

- a. The FHSAA shall have exclusive authority over placement of Event signage, including official Event banners, FHSAA corporate partner banners and Host-secured local sponsor banners. The FHSAA shall not pay any royalty or fee to the Host or Facility for FHSAA signage commitments. The Host shall pay any such fee not waived by the Facility.
- b. The Host and CVB shall not permit any third-party company, organization, group or individual other than FHSAA corporate partners to set up booths, sell, distribute or demonstrate any products or services; or circulate promotional material of any kind (i.e. handbills, flyers, and memorabilia) in the Facility during the Event without approval of the FHSAA.



- c. The Host and CVB shall not allow any announcements, except those approved in advance by the FHSAA, or for public emergencies, over the public-address system during the Event.
- d. The CVB shall not use or permit others to use the "official" label in relation to any business, organization, group, product, service, function or activity, etc., in conjunction with the Event without the approval of the FHSAA.

19. Medical Procedures. The Host shall ensure, for the Event:

- a. The presence of or planned access to a minimum of two (2) persons qualified and delegated to render emergency care to all ill or injured persons;
- b. The presence of or planned access to a physician for prompt medical evaluation of the ill or injured person, if warranted;
- Planned access to a medical facility, including a plan for communication and transportation between the Facility and the medical facility for prompt medical services, if warranted; and
- d. A thorough understanding by all affected parties, including the leadership of participating teams, of the personnel and procedures involved.
- e. There is a properly functioning automated external defibrillator (AED) available and easily accessible on site.

20. Media Arrangements.

- a. Seating and working space shall be provided for a minimum of ten (10) persons, which shall include seating for not less than eight (8) credentialed print media representatives and two (2) media operations staff. All work areas shall be properly lighted. Access to reliable high-speed wireless Internet and electrical power must be available at each seat. A photocopy machine capable of making a minimum of thirty (30) copies per minute, with adequate toner and paper, must be available for use during the Event.
- b. One (1) separate booth/broadcast area in clear view of the competition court shall be accessible by an approved outlet for televising and/or online streaming the Event. The booth shall be properly lighted and have access to electrical power (110 AC) and hardwired high-speed Internet.
 - (1) The potential construction of platforms and other facility alterations requested by an approved television and/or radio outlet, and approved by the Facility management, shall be done at the expense of the outlet. The outlet may install, maintain and remove from the Facility and the surrounding premises such wires, cables and apparatus as may be necessary for the broadcast of the Event, provided, however, that such items shall not damage or substantially interfere with the use of the Facility or with any of the means of ingress or egress thereof. It shall be the sole responsibility and expense of the outlet to return the Facility to its original condition upon the conclusion of the Event.
- c. The Host shall establish within the facility a room where media representatives can conduct postgame interviews with players and coaches. This interview area may be in an existing room provided it is secure from spectators and other unauthorized individuals. Tables and chairs must be provided in the media interview area and it should be situated classroom style with approximately six (6) chairs and a table, facing an audience of approximately ten (10) chairs. Team benches, warm-up courts, and team dressing/locker rooms shall be closed to all media representatives.



- 21. <u>Hospitality</u>. The Host shall make arrangements for a hospitality area during the Event for members of the local organizing committee, the event staff, the FHSAA staff, the FHSAA Board of Directors, tournament officials, judges, credentialed media representatives, and credentialed guests. Both an afternoon and evening meal shall be served in this area on each day of the Event (or as the schedule permits). Snack foods such as soft drinks, bottled water, chips, cookies, etc., shall also be provided in this area throughout the Event.
- 22. <u>Participant Selection.</u> Responsibility for the determination of participating teams shall rest solely with the FHSAA and its state championship series qualifying process. The Host agrees not to hinder or attempt to influence in any way the determination of participants.

23. Housing.

- a. Each school qualifying a team to the Event shall be responsible for making the housing arrangements for its team and other members of its official traveling party. The Host, however, each year shall identify to the FHSAA each hotel property in the Host community that has committed to providing accommodations to participating schools at its best-possible rate for two (2) person and four (4) person occupancy during each week of the Event. Each year, the Host shall identify at least two (2) hotels in the host community with rates at or below the current U.S. General Services standard per diem rate for Florida, during the weeks of the Event.
- b. The CVB, upon consultation with the FHSAA, shall determine an official headquarters hotel in which the FHSAA staff, contest officials and credentialed news media representatives may be housed during the Event. The FHSAA will control the rooms in these blocks and no reservations shall be made within this room block without the prior approval of the FHSAA.
 - (1) The CVB shall block and provide a total of ten (10) complimentary room nights for the FHSAA Staff, Officials, and/or Board Members to be used from the Thursday night preceding the event through the Sunday morning of the event's conclusion. The cost of these rooms to be at the expense of the CVB.
 - (2) An additional three (3) rooms shall be blocked at the same hotel and nights for use by additional FHSAA Staff or representatives at the lowest negotiated rate possible. The cost of these rooms to be at the expense of the FHSAA or its representatives.

24. Mementos.

- a. The FHSAA shall provide to each participant in the Event (student-athletes, coaches and officials) a commemorative memento.
- b. The CVB shall submit to the FHSAA for its approval any mementos (whether purchased or donated) to be provided by the Host to student-athletes and coaches of the participating schools to commemorate their participation in the Event and their visit to the host community. The mementos shall bear (by imprint, screen print, embroidery, heat transfer or other method) the official event logo. The company, or companies, affixing the official event logo to the mementos shall secure a restricted license from the FHSAA to reproduce FHSAA marks for this purpose. For this purpose only, the FHSAA shall waive any licensing and royalty fee that normally would be assessed.

25. Awards.



- a. Team and individual awards for the champion and runner-up teams shall be provided by the FHSAA vendor and shipped by its award vendors so that they are received by the Host not less than (10) days in advance of the Event. The CVB shall inspect all awards upon delivery and shall notify the FHSAA Office of their receipt, as well as any damage, defects or shortages found during their inspection.
- b. No additional awards are to be presented in connection with the Event, except recognition or appreciation awards, with approval by the FHSAA, may be presented by the Host to organizations or individuals that have made significant contributions to the development and/or management of the Event. Any such presentations must be separate from and cannot occur in sequence with the presentation of the official awards at the conclusion of the finals event.

26. Food and Beverage Concessions.

- a. Food and beverage concession services shall adequately support the number of spectators anticipated during the Event. Concessions shall be sold at costs comparable to the most favorable price for spectators during other events held at the Facility.
- b. No alcoholic beverages, including beer and nonalcoholic beer, or tobacco products shall be sold or dispensed for public or private consumption anywhere in the Facility, or on Facility property, prior to or during the conduct of the Event. "Prior to" as used herein means the period of time beginning with the opening of turnstiles for public entrance into the Facility.

27. Staff Apparel.

- Apparel such as shirts, t-shirts, jackets, vests or caps issued by the CVB to event staff and personnel to be worn as a uniform during the Event, if affixed with the FHSAA logo or official event logo, must have the total design approved, in writing, by the FHSAA. The supplier, if not the FHSAA's official merchandiser, shall secure a restricted license from the FHSAA to reproduce FHSAA marks for this purpose. This provision shall not apply if the Host can secure such uniform apparel from another supplier by means of donation or sponsorship, subject to FHSAA approval.
- b. Facility employees, if not attired by the Host, shall wear their employer-issued uniforms.
- 28. <u>After-Action Meeting.</u> Representatives of the HOST and CVB, the LOC, the Facility and the FHSAA shall hold an after-action meeting to review the Event and discuss plans for making any necessary adjustments and improvements to its operation for subsequent years and/or the possibility of extending the Agreement. This after-action meeting shall be held within thirty (30) days of completion of the Event.

29. <u>Liability Insurance/Responsibility.</u>

a. The Host shall be responsible for procuring and maintaining a comprehensive general public liability insurance policy from a carrier with an A.M. Best rating of A (excellent), VII, or better covering the Host against claims arising out of or in connection with the performance of this contract for bodily injury, personal and advertising injury or property damage with combined single limits of at least one million dollars (\$1,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate, which may be satisfied by combining the general aggregate limits of the policies of both the Host and the Facility. Not less than sixty (60) days prior to the Event, the Host shall furnish to the FHSAA a certificate(s) of insurance showing such coverage. If the Facility requires additional insured status, the Host will provide that coverage.



- b. The Host agrees to be fully responsible for its acts or its agents' acts when acting within the scope of their employment and agrees to be liable for any damages resulting from said acts. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity as to third parties by the Host for claims to which sovereign immunity may be applicable. Nothing shall be construed as consent by Host to be sued by third parties in any manner arising out of any contract.
- c. The FHSAA agrees to be fully responsible for its acts or its agents' acts when acting within the scope of their employment and agrees to be liable for any damages resulting from said acts. Nothing herein shall be construed as consent by the Host to be sued by third parties in any manner arising out of any contract.
- d. The FHSAA agrees to indemnify, and hold harmless Collier County and any of its officers, and employees from any and all liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FHSAA or anyone employed or utilized by the FHSAA in performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.
- 30. FHSAA's Representation. The FHSAA represents and warrants that:
 - a. It is the owner of the Event and has the unencumbered right and authority to execute this Agreement and perform its obligations hereunder and to grant the rights set forth herein; and
 - b. The making of the Agreement does not violate any agreement or contract existing between the FHSAA and others.
- 31. <u>Host's Representation.</u> The Host represents and warrants that:
 - a. It has the authority to commit the Facility and parking lots to the terms and conditions set forth herein, and has the unencumbered right and authority to execute this Agreement and perform its obligations hereunder;
 - b. It will not knowingly harm, misuse or bring into disrepute the good name of the FHSAA, the Event or the Protected Marks pertaining thereto;
 - c. It will not create any expenses chargeable to the FHSAA without the prior written approval of the FHSAA; and
 - d. The making of this agreement does not violate any agreement or contract existing between the Host and others.
- 32. Relationship of Parties. No officer, employee, agent or independent contractor of either party, or their respective subsidiaries or affiliates, shall at any time be deemed to be an employee or agent of the other party for any purpose whatsoever, nor shall this Agreement be deemed to create a relationship of principal and agent, partnership, or joint venture between the parties hereto, and the parties shall use their best reasonable efforts to prevent any such misrepresentations. Neither party shall have any authority to make binding commitments on behalf of the other party except provided herein. Neither party shall have any authority or power to incur indebtedness or liability of any kind on behalf of or in the name of the other party except herein expressly authorized and permitted.



33. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement.

34. Impossibility Clause.

- a. The FHSAA, the CVB, and the Host shall have the right, at its election, to suspend the running of the term of this Agreement, and the obligations of the FHSAA and the Host hereunder, upon written notice to the other party, if as a result of an act of God, hurricane, earthquake, flood, lightning, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor controversy, riot, civil commotion, act of public enemy or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness or incapacity, or other cause of a similar or dissimilar nature not reasonably within the control of the Host or FHSAA or which the Host or FHSAA could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event") without the FHSAA or Host bearing any liability hereunder.
- b. If the FHSAA is the sole cause of cancellation or has solely decided to cancel, the FHSAA shall reimburse the Host and CVB for any and all documented expenses that have been incurred at the time of cancellation and are directly related to the Host's and CVB's obligations and responsibilities hereunder.
- c. If the Host is the sole cause of cancellation or has solely decided to cancel, the Host shall exercise it best efforts to assist the FHSAA with relocation of the Event. The Host further shall reimburse the FHSAA for any and all documented expenses incurred by the FHSAA that are directly related to and are the result of the relocation of the Event.
- 35. Nonobservance of Agreement. If either the FHSAA or the Host fails to perform any of the terms and conditions of this Agreement and such failure or breach shall not be cured within thirty (30) days of giving written notice thereof, the other party shall have the right to terminate this Agreement and/or to exercise any and all rights and remedies provided by law or in equity.
- 36. Severability. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 37. <u>Notices.</u> Notice by a party under this Agreement shall be deemed given when the same shall have been mailed, provided the same is mailed registered or certified, return receipt requested, and the postage is prepaid, addressed to the other party at the address first hereinabove written, or to such other address as the party may have subsequently furnished in writing to the other for this purpose.
- 38. <u>Enforcement.</u> In the event either party is required to enforce any of the provisions of this Agreement, the non-performing party shall pay all costs and expenses incurred by the other party in such enforcement, including reasonable attorney's fees and costs whether incurred



- before suit is filed, during trial court proceedings, arbitration proceedings, appellate court proceedings, or any other proceedings.
- 39. <u>Compliance with Laws.</u> Each party shall comply with all applicable Federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this agreement.
- 40. Controlling Law and Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be on the county of Alaehua, State of Florida, and the parties hereby agree and consent to such jurisdiction and venue.
- 41. <u>Public Records.</u> Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
- 42. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 43. <u>Assignment Precluded.</u> This Agreement may not be assigned or transferred in whole or in part without the written consent both parties.
- 44. <u>Captions.</u> Titles or captions of sections or paragraphs contained in this Agreement are intended solely for the convenience of reference, and shall not serve to define, limit, extend, modify or describe the scope of this Agreement or the meaning of any provision hereof.
- 45. <u>Counterparts.</u> This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.
- 46. <u>Final Approval.</u> This Agreement shall not be binding upon the FHSAA unless and until it is duly executed by the FHSAA Executive Director, and shall not be binding upon the Host until executed by its authorized representative.
- 47. <u>Entire Agreement/Modification.</u> This Agreement, including all attachments, appendices and addenda, constitutes the entire understanding of the parties as to the matters described herein and supersedes any and all prior or contemporaneous agreements, understandings and representations (whether written or oral) relating in any way to the subject matter hereof. This Agreement may not be amended or modified in any respect except by any express agreement in writing, executed by both parties.



- 48. <u>Survival.</u> The obligations of both parties as written in the terms and conditions of this Agreement shall survive the termination or expiration of this Agreement until which time the obligations of each party have been fulfilled.
- 49. <u>Necessary Acts.</u> Each party hereto agrees to perform any further acts and to execute and deliver any documents that may be necessary or convenient to carry out the provisions of this Agreement.
- 50. <u>Miscellaneous.</u> When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural.
- 51. <u>Authority.</u> The Host, the CVB, and the FHSAA, having accepted this Agreement, including its terms and conditions and all amendments agreed to and initialed by both parties; each of the undersigned, as a duly authorized representative of either party, individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first hereinabove written.

	FOR HOST & FACILITY	ATTEST: DWIGHT E. BROCK, Clerk		
BOARD OF COUNTY COMMISS	SIONERS, COLLIER COUNTY, FL	Ву:		
ByChairman	Date	Approved as to form and legality Assistant County Attorney		
GOLDEN GATE HIGH SCHOOL		- Issusain County Attorney		
ByPete Seitz, Activities Director	Date			
	FOR FHSAA			
FLORIDA HIGH SCHOOL ATHL	ETIC ASSOCIATION, INC.			
By	Date			

Florida High School Boys Volleyball State Championship Agreement



Page 15

"Exhibit A"

FHSAA State Final Financial Report Form (Form FN4)











Florida High School Athletic Association

Revised 02/14

FHSAA State Finals Financial Report Form (page 1 of 2)

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Expenses
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10a Rectal of Jackey.
10b. Facility Preparation
11. Equipment and Supplies
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11b. Fieldfanar markings (print/200)
He Florecovering
11d. Pipe and drape, or other facility decoration
He Table covering and skirting
111. General materials office supplies







Revised 02/14

Must be completed and submitted so it to received in the FUSAA Office within 30 calendar days of the compilet on of the event. **Pursa must be mitted with the payment** and FUSAA Stre Natice Pres Gate U.g. (Form AT. C) or FUSAA - 30) NW 30th Rive. Gauce Dr. FU 32666. [Endigment and the Pres Cate U.g. (Form AT. C) or FUSAA - 30) NW 30th Rive. Gauce Dr. FU 32666. [Endigment and the Pres Cate U.g. (Form AT. C) or FUSAA - 30) NW 30th Rive. (Gauce Dr. FUSAA - 30) NW 30th Rive.

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12b. Event manager	
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12d. Official scorer(s)	
l2e. Official (finer(s)	
2f. Sanistical craw.	-
12e, Searchand operator(s)	
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Oi. Ushees S	
(2). Nea-uniformed security	
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12o. Technical worker(s)	
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14. Promotion and Communications	
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18. FRSAA SHARE (per contract)	
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"Exhibit B"

FHSAA State Series Pass Gate Log (Form AT10)







Florida High School Athletic Association

FHSAA State Series Contest Pass Gate Log

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"Exhibit C"

Local Venue Sponsorship Information - FHSAA State Championship

The Host may solicit contributions (cash or in-kind) from local, regional, or national companies to underwrite its expenses in Hosting the Event. Such "local sponsors":

- Shall not be competitors of any FHSAA corporate partner
- Shall not be alcoholic beverages companies, tobacco companies, drug companies, pari-mutuels
 (excluding Florida Lottery), casinos or organizations that promote gambling, adult entertainment
 establishments and services, athletic skills camps, recruiting and scouting services, other
 companies that sell products and services incompatible with the education dignity and propriety
 of the FHSAA and its member schools.
- Shall not be designated as "title" or "presenting" sponsors of the Event.
- Shall receive secondary billing to FHSAA corporate partners, and shall not be promised or granted any benefits that conflict with or exceed those granted by the FHSAA to its corporate sponsors.
- Must be approved by the FHSAA, which reserves the right to review the agreement between the
 Hosts and its local sponsors. The FHSAA agrees that such approval will not be unreasonably
 withheld.

Defining Sponsorship

Minor Sponsor – sponsor that is interested in a specific single event item (i.e. table, banner, PA announcement, etc.).

Suggested pricing for single event items available to local sponsors:

FHSAA State Series Sports:

THISAA State Series	эронэ.
Level 1	Bowling (B & G), Golf, Weightlifting (B & G), Tennis
	Flag Football (G), Volleyball (B), Water Polo
Level 2	Cross Country, Swimming & Diving, Volleyball (G),
	Soccer (B & G), Softball, Lacrosse
Level 3	Wrestling, Track & Field (B & G)
	Baseball, Competitive Cheer
Level 4	Football, Basketball (B & G)



Single Event Sponsorship Opportunities:

15-second PA Announcements at State Finals				
	Level 1	Level 2	Level 3	Level 4
	\$300.00	\$500.00	\$750.00	\$1,250.00

4 x 8 Banner Displayed at State Finals						
	Level 1	Level 2	Level 3	Level 4		
	\$200.00	\$250.00	\$300.00	\$400.00		

One 8 ft Table at State Finals					
	Level 1	Level 2	Level 3	Level 4	
	\$500.00	\$1,000.00	\$2,000.00	\$3,000.00	

30-second Jumbotron Ad						
	Level 1	Level 2	Level 3	Level 4		
	\$1,000.00	\$2,000.00	\$3,000.00	\$4,000.00		

Any specialty requests must be discussed, reviewed, and approved by the FHSAA.

Major Sponsor – sponsor that is interested in higher value benefits that may fall under time sensitive items (ad in souvenir program, BHSN Commercial time, logos associated with an event, etc.) or certain benefits that would be on par with title or presenting sponsorship benefits.

Major sponsor benefits and requests must be reviewed and approved by the FHSAA.

Sponsorship Deadines

The Host must provide ample time for FHSAA review of all minor and major sponsors. See below for deadlines:

Boys Volleyball - 2016

Major Sponsor Deadline: April 1st, 2016
 Minor Sponsor Deadline: April 22nd, 2016

Boys Volleyball - 2017

Major Sponsor Deadline: March 31st, 2017
 Minor Sponsor Deadline: April 21st, 2017

