

Union Americana de Natacion

HOST CONTRACT

2015 UANA Pan American Synchronized Swimming Championships

This contract is made on the ____ day of _____, 2015 between the Union Americana de Natacion (hereinafter known as "UANA") and Aquatics Canada (hereafter known as "Federation") and the Organizing Committee comprised of members of Synchro Canada and Synchro Alberta (hereafter known as "OC").

CLAUSE 1. THE AWARD

The Federation has been awarded the rights to stage the 2015 UANA - Pan American Synchronized Swimming Championships ("the Event") as specified in the Rules and Regulations and has agreed to organize the Event in the City of Calgary, Alberta, Canada ("the Site") sanctioned by and under the control of UANA. The Event shall be conducted on the dates (the "Event Dates") as set out in Schedule "A" attached hereto ("Schedule A").

CLAUSE 2. PROPERTY OF UANA

The Event is and shall remain the exclusive property of UANA. The Event will be organized and conducted under the sole financial responsibility of the OC.

CLAUSE 3. MANAGEMENT COMMITTEE

The UANA Technical Synchronized Swimming Committee (UANA "TSSC") is the management committee of the Event and has exclusive rights to decide in all matters related to the conduct of the Event including those set out in Schedule A. With the guidance of the UANA TSSC, management of the logistical details of the event are delegated to the OC to manage on behalf of UANA

CLAUSE 4. THE FACILITIES AND REGULATIONS

The Federation must ensure that all facilities (as more fully defined in Schedule A and in the Bid to Host Documents dated June 15, 2014 attached hereto as Schedule B, the "Facilities") and other Event specifications are in accordance with the Rules and Regulations of FINA and UANA (the "Rules") in effect at the start of the Event. The Federation may request in writing UANA's consent for the waiver of any Rule that changes after the effective date of this Agreement, which consent will not be unreasonably withheld.

CLAUSE 5. FINANCIAL OBLIGATIONS

5.1 Bid Fee. A refundable bid fee of US\$ 1,000 has been paid by the Federation, receipt of which is hereby acknowledged by UANA.

5.2 Travel Expenses for UANA Personnel. Travel expenses of the UANA President and/or the UANA Secretary/Treasurer shall be paid by UANA. Travel expenses of the UANA Technical Committee Members and the UANA Executive Committee Liaison to the Technical Committee will be paid 50% by UANA and 50% by the OC as further specified in Schedule A

5.3 Food and Lodging. The OC shall pay the lodging and meal expenses of UANA Executive Committee Members and the UANA Technical Committee Members as specified in Schedule A. Athletes and accredited team officials shall be responsible for their own expenses for travel, lodging and meals. The OC shall negotiate, secure and guarantee rates for lodging and meals for all participating Athletes and Accredited Team Officials as set out in Schedule A.

CLAUSE 6. FEDERATION RESPONSIBILITIES

6.1 In addition to those item set out in Schedule A, the OC shall supply, free of charge to participants:

- a) Local, ground transportation from and to the designated Site Airport and between the host hotel(s) and Event Venue for all competitors and officials for the duration of the Event as further specified in Schedule A.
- b) Lifeguards, first aid and emergency medical service to all competitors and officials at the Event competition site (pool).
- c) Pre-Event access to a practice venue as further specified in Schedule A.
- d) Awards, trophies, medals, and awards as set out in the UANA Rules and Regulations or in the Minutes of the UANA Executive Committee and as further specified in Schedule A.
- e) Doping control conducted in accordance with FINA UANA and WADA Rules or as further specified in Schedule A. **(There shall be no Doping Control at this Event.)**

CLAUSE 7. VISAS

The Federation shall use its best efforts to obtain from its government a guarantee that visas will be given to all competitors and officials from any UANA Member Country attending the Event and shall submit the guarantee to the UANA President or Secretary/Treasurer not less than four (4) months prior to the commencement of the Event.

CLAUSE 8. OTHER CHARGES AND/OR ASSESSMENTS

The OC may assess only those fees which have the prior approval of UANA and which are in accordance with Schedule A.

CLAUSE 9. EQUIPMENT AND FACILITIES

The Federation shall ensure that all equipment required for the proper conduct of the Event shall be provided, subject to approval by the UANA Executive Committee and/or the UANA Technical Delegate, no later than three (3) days prior to the commencement of the Event. The Federation shall also provide written certification of approval by the relevant national governing body a proof that the installation meets the requirements of the relevant national law. The Federation shall also provide a written official document certifying all competition pool measurements. If the UANA Executive Committee requires it may send a delegate, approved by the UANA Technical Synchronized Swimming Committee, for inspection of the facilities to ensure that the facilities are in good order.

CLAUSE 10. PROGRAMME

The OC shall produce a souvenir programme of the Event in accordance with the specifications contained in Schedule A.

CLAUSE 11. SIGNAGE AND LOGOS

The OC shall use the official UANA logo on the front of the programme, brochures, mailings and bulletins in all advertising for the Event. The OC is given the right to market all advertising to be included in the Event programme and retain all revenue therefrom.

CLAUSE 12. COMMERCIAL RIGHTS

"Commercial Rights" means any and all rights which arise out of, or are directly or indirectly connected with the Event and which are intended to generate revenues, and includes but is not limited to Television Rights, Internet Broadcast Rights, Signage Rights, Merchandising Rights, Sponsorship Rights (other than Sponsorship by UANA partners) and Souvenir Programme Advertising. Subject to any provision in Schedule A and with the exception of revenues obtained by UANA from UANA partners, UANA assigns all the Commercial Rights to the OC.

CLAUSE 13. NOTIFICATIONS AND AMENDMENTS

All notifications and communications from the Federation concerning the Event or related to this Agreement shall be sent to the UANA Secretary/Treasurer, with copies to all members of the UANA Executive Committee and to the appropriate UANA Technical Committee. After commencement of the Event further communications with UANA shall be through the senior UANA Executive Committee member or Technical Committee member present at the Event. This Agreement and its schedules embody the entire understanding of the parties and will supersede all previous communication, representations or understandings, either oral or written, between the parties relating to the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed on behalf of each party by an authorized representative. Notwithstanding the forgoing, and with the exception of material terms related to event duration,

financial obligations, health, safety and insurance principles, the Chair of the Technical Committee is hereby authorized on behalf of UANA to agree to changes related to technical Event details found in Schedule A. Contact information for UANA members referred to in this section shall be provided to the OC.

CLAUSE 14. INSURANCE AND INDEMNITY

The Federation represents and warrants that both the Event and UANA (including UANA's directors, officers, contractors and volunteers) are covered, or shall be added as insured parties under the terms of the Federation's insurance policies for general liability, accident, errors, omissions and the like or otherwise (the "Insurance"). In no event shall Insurance be less than that reasonably maintained for such an event.

The Federation and OC, jointly and severally agrees to hold harmless and indemnify UANA (including UANA's directors, officers, contractors and volunteers) (the "Indemnified") against any and all expenses, including attorneys' fees, damages, judgements, fines and amounts paid in settlement and any other amounts that the Indemnified become legally obligated to pay because of any claim or claims made against them arising from the conduct of the Event or a breach of the Federation's or Organizing Committee's obligations hereunder.

UANA agrees to hold harmless and indemnify the Federation and the OC (including the Federation and OC directors, officers, contractors and volunteers) (the "Indemnified") against any and all expenses, including attorneys' fees, damages, judgements, fines and amounts paid in settlement and any other amounts that the Indemnified become legally obligated to pay because of any claim or claims made against them arising from a breach of UANA's obligations hereunder.

CLAUSE 15. RESOLUTION OF DISPUTES

If any differences shall arise between UANA and the Federation touching the meaning of this agreement or the rights or liabilities of the parties hereto, such differences shall be referred to a panel comprising three (3) arbitrators, whose decision shall be final. UANA shall select one (1) of the three (3) arbitrators, the Federation shall select one (1) and those two (2) arbitrators shall select the third.

Aquatics Canada

Union Americana de Natacion

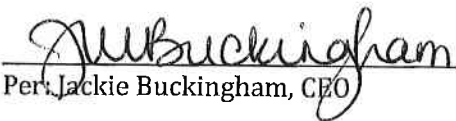


Per: Lisa Schott, President

Per: Coaracy Nunes Filho, President

Synchro Canada

Union Americana de Natacion



Per: Jackie Buckingham, CEO

Per: Fernando Canales, Sec/Treasurer

Schedule A

to the UANA Host Contract for the:

2015 UANA Pan-American Synchronized Swimming Championships

Section Numbers in this Schedule correspond to the referring Section in the Host Contract

1.0 The Event Dates shall be from August 17, 2015 to August 23, 2015 (6 Nights) and shall adhere to the following schedule:

Day #	Date(s)	Description
0	Aug 17, 2015	Participant Arrival & Athlete Practice TSSC arrival and Figure/Routine Draws/TSSC Meetings
1	Aug 18, 2015	Registration, Technical Meetings & Athlete Practice Spacing/TSSC meetings/Technical Meeting/Opening Ceremony/Welcome reception – mix and mingle
2	Aug 19, 2015	Figures in following order: Junior, 13-15, 12 & Under; followed by Senior Duet Technical and Combination Final
3	Aug 20, 2015	Solo and Team Preliminaries in following order: 12 & Under, 13-15, Junior, Senior. Draw For Finals. Team Leader Meeting.
4	Aug 21, 2015	Solo Finals, Duet Preliminaries in following order: 12 & u, 13- 15, Junior, Senior. Draw Duet Finals. Team Leader Meeting.
5	Aug 22, 2015	Duet and Team Finals, Coach/Judge de-Brief Meeting, Closing Party.*
6	Aug 23, 2015	Participant Departures

*This schedule does not include a gala which could run immediately after team finals (Day 5) as a short 30-40 minute podium medley show if desired. Priority must be given to ensure time for the de-brief/education time (1.5-2 hour).

3.0 The UANA TSSC shall appoint and/or approve all Technical Competition Officials including all Referees, Assistant Referees, Judges, Judging Evaluators and Scorers. The presentation of all medals, trophies and prizes shall be at the sole prerogative of the UANA President or in his place the Official UANA Delegate; however, he may at his discretion invite other persons, on the advice of the Organizing Committee to make presentations.

4.0 The facilities, not limited to the specifics stated hereafter, shall include:

- Athlete dressing and rest rooms at the Venue sufficient for an international SY competition of this calibre;
- Separate meeting rooms during the event for each of the TSSC, Judges and Scorers;
- Deck (or bleacher) seating for athletes, coaches and accredited team officials;
- Adequate spectator seating at the Venue for friends, families, interested parties and members of the public (reasonable admission may be charged); and
- Facilities no less than those contained in the "Bid to Host" Documents dated June 15, 2014 (Schedule B attached hereto).

5.2 Travel. Participant travel shall be funded on the following basis:

Participant	Payment Details for Travel
UANA President and Secretary/Treasurer	UANA shall pay travel expenses for the UANA President and Secretary/Treasurer.
UANA TSSC Liaison, and 9 Technical Committee Members	Economy Fare (including seat selection and one checked piece of luggage) will be paid 50% by UANA and 50% by the OC. Reimbursement must be paid to participants no later than the final day of the Event. Air Travel for UANA committee members shall be booked as soon as reasonably possible with a view to minimizing travel costs.
Athletes and Team Officials	Athletes and Team Officials pay all of their own travel expenses. In the Summons, each team will be invited and expected to bring one judge at their own expense.

5.3 Lodging and Food. The OC shall provide Lodging and Food to participants on the following basis.

Participant	Payment Details for Lodging and Food
UANA President, Secretary/Treasurer and Technical Committee Liaison	Room (single occupancy) first class (Four Star or better) hotel accommodation including three (3) meals per day from August 17 th – 22 nd .(5 nights)
Chief Referee, Chief Scorer and 1 member of the Commission	Room (single occupancy) first class (Four Star or better) hotel accommodation including three (3) meals per day from August 15 th – 22 nd .(7 nights)
Other TSSC Members	Room (double occupancy) first class (Four Star or better) hotel accommodation including three (3) meals per day from August 16 th – 22 nd .(6 nights)
Athletes and accredited team officials	The OC guarantees rates (with reservations confirmed prior to the Registration Deadline) for lodging including three (3) meals per day as follows will not be more than: Single Occupancy: \$205 USD per day and per person, Double Occupancy: \$150 USD per day and per person, Triple Occupancy: \$130 USD per day and per person, and Quad Occupancy: \$120 USD per day and per person from August 15 th – 22 nd

6.0 Federation/OC Responsibilities. The OC shall also provide, free of charge:

Description of Goods or Services	Provided to:
There shall be no Doping Control at this Event.	
National flags of the first, second and third placed competitors will be flown during medal presentation ceremonies and flags of all participating federations shall be flown during the Event. Flagpoles shall be provided for permanent use during the Event for the flags of UANA, the host nation and its Aquatics Federation.	Event

Provision of Age Group Federation High Point Award, Overall Federation High Point Award, medals for 1, 2, 3	Event
Certificate Stock and Colour Printing Facilities for the provision of UANA Certificates (Digital Templates provided by UANA).	TSSC
Bilingual (English and Spanish)(or with French - Trilingual) announcements throughout the Event competition.	Event
Photo Accreditation or equivalent access control	Participants
Protection of Privacy through sworn post-event destruction of participant personal information including: photo IDs, passport copies, email lists, music submitted digitally, names contacts and date of birth listings and the like...in consideration of insurance policy requirements	Verified by TSSC
Results (in digital (.pdf) form) at the Conclusion of each Session – 1st to UANA, then to the host Federation or other partner sites	TSSC
Use of UANA Excel registration forms (and/or) On Line registration	Entrants
Prior UANA Review of all Summons, and major Meet Information Announcements	UANA Media Liaison
(White) Uniform Event Shirts/Blouses/Jerseys for all Competition Judges.	Competition Officials

8.0 Fees. The following fees have been approved by UANA.

Fee	Details of Fee Assessment
Athlete Entry Fees	- \$20 USD per athlete, plus applicable taxes and approved fees (e.g. online registration fee) - collected by the OC and net paid: 75% to UANA, 25% to OC
Late Entry Fees (Recommended. For late fee payments or registration. MUST BE set out in Summons)	Suggestion/Example After Registration Deadline: \$200 USD + 50% Unpaid Fee Surcharge After July 15: \$500 USD + 100% Unpaid Fee Surcharge - collected by OC: 75% to OC, 25% to UANA

10.0 In the programme, the logo and name of UANA shall be prominently displayed on the cover. A photograph and message from the UANA President shall appear after that of the head of state and before that of the mayor of the host city and/or officers of the Federation. The programme shall contain a paragraph of information regarding UANA including the names and nationality of the UANA Executive Committee, the names and nationality of the UANA Technical Committee and a listing of known forthcoming UANA events together with the current contact information for the UANA office. UANA shall be responsible for providing this information. The Federation shall submit a draft of the programme to UANA prior to printing.