

12/14/2011

MEMORANDUM OF UNDERSTANDING

BETWEEN

["CLUB _____"]

AND THE NEW JERSEY DIVISION OF THE UNITED STATES FENCING ASSOCIATION

FOR THE 2011-2012 COMPETITION YEAR

1. **Purpose.** The purpose of this memorandum of understanding (MOU) is to establish the respective responsibilities of the Club named above and the New Jersey Division of the United States Fencing Association, Inc. (hereafter referred to as the "Division") for the production of a Covered Event (as defined below in Section 3) and the orderly development and management of the Division's competition schedule.
2. **Term.** This MOU shall be in effect for and apply to Covered Events scheduled or taking place during the 2011-2012 competition year (i.e., August 1, 2011 to July 31, 2012). The terms of this MOU shall apply to all actions taken by, and meetings of, the Division's Tournament Committee for the 2011-2012 competition year, even if such actions and meetings occur prior to the commencement of such competition year.
3. **Covered Event.** For the purposes of this MOU, a "Covered Event" is defined as a fencing competition which uses the Club's facilities or is conducted or hosted by, or in association with, the Club and which requires a fencer to be a member of the United States Fencing Association (hereafter referred to as the "USFA") in order to participate, provided, however, that excepted from the definition of Covered Events are non-sanctioned Club events, and collegiate or high school competitions conducted under the authority of the NCAA, a recognized collegiate or scholastic athletic conference, the NJSIAA or the NJIFA.
4. **Approval of Covered Events.** The Club must seek and obtain, in advance of the Covered Event, approval of the Division's Tournament Committee and the Executive Committee as required by the Division Tournament Operations Manual in order to hold a Covered Event. Approval will be granted by the Executive and Tournament Committees in their sole and absolute discretion, and the Division reserves the right to cancel, reschedule or reassign the running of any Covered Event up to 72 hours prior to the start of the Covered Event for any reason.
5. **Rules & Requirements.** The rules and requirements of USFA appear in the official publications of the USFA which include, but are not limited to, the USFA Fencing Rules, the USFA Athlete Handbook and the USFA Operations Manual as they exist and are updated from time to time. The Rules and requirements of the Division appear in this MOU, in the Division Tournament Operations Manual, and in notices from the Division's Executive Committee or Tournament Committee.
6. **Tournament Manual.** The Division Tournament Operations Manual as it exists as of the date of adoption of this MOU, and as it may be updated from time-to-time hereafter, is incorporated

into this MOU as if it were set forth at length herein. To the extent there is any inconsistency between this MOU and the Division Tournament Operations Manual, the terms and procedures of the Tournament Operations Manual will supersede and prevail over the terms of this MOU.

7. **Failure to Follow Rules & Requirements.** It is the responsibility of the Club to ensure that all Division and USFA rules and requirements, including the provisions of this MOU, are followed. Failure to follow these rules and regulations may result in action that could include, but not be limited to, the Division's approval for the Covered Event being withdrawn, the voiding of all results and classifications awarded, and/or the Club being prohibited from conducting Covered Events for the remainder of the competition season and/or the Club being prohibited from conducting Covered Events for all or a portion of the following season.
8. **Fees.** The Club will determine the entry fee for any Covered Event it conducts. The Club will pay to the Division \$5 for each weapon registration of each fencer at a Covered Event, with a minimum payable by the Club to the Division of \$75 for the Covered Event, even if there are less than 15 competitors (hereinafter the "sanctioning fee"). The Division will receive the sanctioning fee as specified above regardless of whether the Club chooses to waive or reduce the entry fee of any fencers. The amount due to the Division will be paid by the Club within one (1) week of receipt of a bill, invoice or other written notification from the Division. The sanctioning fee is in exchange for the Division allowing the Club to reserve space on the Division's competition calendar. If the Club chooses to cancel the Covered Event for any reason, the \$75 minimum sanctioning fee shall nevertheless be due and payable to the Division as if the Covered Event had taken place. Notwithstanding the foregoing terms of this Section 8, and the terms of Section 9 hereof, the aforesaid \$5 sanctioning fee (and \$75 minimum fee) is currently suspended by the Executive Committee, subject, however, to reinstatement in the Executive Committee's discretion at any time.
9. **Advance Notification.** The Club acknowledges that fair scheduling of Covered Events among member clubs of the Division is crucial for the success of the Division and the services that it provides to the membership. Accordingly, if the Club intends to make a request for, bid for, conduct, host, be associated with or allow its facilities to be used for any fencing competition which follows the rules and requirements of the USFA and which requires a fencer to be a member of the USFA in order to participate, other than events whose sanction for classification comes from the Division, then, in addition to the requirements set forth above, the Club must notify each Division officer in writing no later than August 1 of the USFA season during which the event is to be held of the Club's intent and identify the competition and its proposed dates and venue. Without limitation, this includes any Regional Open Circuit, Youth Regional, and Super Youth Regional events. The Club must advise the Executive Committee and Tournament Committee promptly of any change in the current status of the request, bid, or proposed scheduling of any such events, including, but not limited to, any change in dates or venue. If the Club violates any provision of this paragraph, it may subject the Club to being prohibited by the Executive Committee from conducting Covered Events for the remainder of the competition season. In addition, Club agrees that such RYC, ROC or SYC event shall be deemed a "Covered Event" for the payment of the \$5/fencer (\$75 minimum) sanctioning fee specified in Section 8 above.
10. **Arbitration of Disputes; Legal Fees.** The Club and Division agree that it is in their best interest and in the best interest of the membership of the Division that all disputes relating to Covered Events, this MOU (including the validity or any alleged violation thereof), and/or the operation of Covered Events shall be addressed through arbitration rather than litigation. The Club agrees to initially submit any such disputes to binding arbitration conducted by an

arbitration panel consisting of one individual appointed by the Club and one appointed by the Executive Committee. Any individual arbitrator appointed hereunder by the Executive Committee shall not be a member of the Executive Committee, and any individual arbitrator appointed hereunder by the Club shall not be a member of, or otherwise affiliated with, the Club per the criteria applicable to disclosures required in the Disclosure Statement defined in Article IV, Section 5 of the Division Bylaws; and no individual arbitrator appointed by either the Club or Division shall have financial or competitive interest in the subject dispute. The Club and the Executive Committee shall, within fifteen (15) days of demand by one of them, each appoint such arbitrator to resolve and finally adjudicate their dispute within fifteen (15) days of the appointment of such two (2) arbitrators, provided, however, that if such two (2) arbitrators are unable to mutually agree upon an adjudication of the dispute within fifteen (15) days of their appointment, then such Club and the Executive Committee shall each, within ten (10) days of demand by one of them, appoint a different arbitrator to resolve and finally adjudicate their dispute within fifteen (15) days of the appointment of such two (2) arbitrators; and the Club and Executive Committee shall continue to follow such procedure until their dispute is adjudicated by mutual agreement of two (2) appointed arbitrators, provided, however, that if the third pair of appointed arbitrators has been unable to adjudicate such dispute, then such third pair of arbitrators shall jointly apply to the USFA to have it appoint another arbitrator meeting the criteria set forth above in the third sentence of this Section 10 (the "USFA Appointed arbitrator"), requesting that such USFA Appointed Arbitrator serve as a volunteer without compensation except for his or her out of pocket expenses, if any (but acknowledging that such UFA Appointed Arbitrator may require compensation). The panel of three (3) arbitrators, namely the USFA Appointed Arbitrator and the third pair of appointed arbitrators, shall, by simple majority vote, finally adjudicate the dispute within fifteen days of the appointment of the USFA Appointed Arbitrator. The decision of any panel of arbitrators appointed hereunder shall have the same force and effect of a judgment of a court of competent jurisdiction. All decisions of such panel shall be final and binding on the parties absent fraud or a conflict of interest prohibited by the terms of the third sentence of this Section 10. The fees, if any, of any arbitrator appointed hereunder, shall be paid by the party appointing such arbitrator, except that the fees and expenses, if any, of the USFA Appointed Arbitrator shall be borne in accordance with the adjudication of the 3-member arbitration panel. Club agrees and acknowledges that if it institutes litigation against the Division or any of the Division's officers, agents, volunteers or elected officials, then during the pendency of such litigation, the Club shall not conduct any Covered Events, and any Covered Events previously scheduled with or awarded to the Club shall be deemed forfeited. Additionally, the Club shall pay all legal fees incurred by the Division in connection with the defense of such litigation.

Club Responsibilities

In addition to the responsibilities set forth above, the Club will be responsible for:

- Maintaining insurance covering bodily injury and property damage for the Covered Event and for the competitors, directors and spectators.
- Ensuring that all Covered Events comply with current USFA Rules and Regulations and all current rules and regulations established by the Division.
- Providing directions to the venue and close of registration times to the Division no later than 2 weeks prior to the Covered Event to be posted on the Division web site. This responsibility may be satisfied by the Club providing the Division with a link to a website which contains this information or by posting such Covered Event on www.askfred.net and providing the Division Webmaster with a link to that listing.

- Posting the Covered Event on www.askfred.net at least two (2) weeks prior to the Covered Event and establishing on-line registration through www.askfred.net and, if desired, announcing that the Club will accept door registrations (although the decision as to whether or not door registrations will be accepted is at the sole discretion of the Club). If there is a limit to the number of registrants for any Covered Event, that limitation must be prominently displayed on the www.askfred.net website listing for the Covered Event. No fencer may be excluded or given priority in registration based upon club affiliation. However, priority may be given to New Jersey Division members if the number of participants is limited (and such method of prioritization is announced in advance on the www.askfred.net website listing for the Covered Event).
- Opening the venue at least one hour before the announced close of registration time for the first competition in the Covered Event.
- Setting up the strips before the start of the Covered Event, so that the competitions may begin within one-half hour of the close of registration. Strip set up will include, but not be limited to, taping or marking the dimensions of the strips, including the warning areas and setting up and testing all electrical equipment.
- Setting up a sufficient number of strips for the Covered Event. For each weapon competition, there must be at least one strip per every 10 fencers registered for the Covered Event unless there is double lighting.
- Providing electrical equipment including, but not limited to, scoring machines (with current timing), reels, time-keeping equipment, extension cords and floor cords in addition to the strip.
- Providing a first aid station and having responsible club personnel present with current appropriate first aid and CPR certifications.
- Providing telephone/cellular telephone communication for “911” emergency calls.
- Ensuring that each strip and bout director is supplied with and uses official weights and shims. The Club is responsible for supplying any weights and shims needed.
- Providing referees that are NOT competing in the Covered Event they are refereeing.
- Handling on-site registration and event management at the Covered Event using meet managers who have received training from the Division. Where applicable, registration will include ensuring that all fencers participating in the Covered Event have valid USFA memberships, noting the USFA rating for each weapon competition as published by the USFA in its most up to date publication of that information, ensuring that age and classification requirements of the Covered Events are met; collecting the registration fees and creating the list and/or database needed to report the results to the Division in the proper format. The Club must provide a complete and accurate list of Covered Event registrants to the Division.
- Creating, managing, and recording the pools and direct elimination tableaus. Pool sheets and direct elimination bout sheets will be maintained and the information will be provided to the Division in the required format which will be used to validate the Covered Event.
- Using the Fencing Time program for all Covered Events for which a Division sanction for classification is sought.
- Running the Covered Event in a timely manner, including, but not limited to, scheduling competitions to begin within one-half hour of the close of registration for the competition.
- Sending all new membership forms with monies directly to the USFA National Office.
- Recording classification changes using the forms and providing the information as required by the USFA, and also recording the Covered Event results in the format required by the Division. All Covered Event results and classification changes must be provided to the Division within 72 hours of the Covered Event’s conclusion. Failure to provide the Covered Event results and classifications changes within that time period may result in the voiding of all results and all classifications earned at that Covered Event and/or the Club being prohibited from conducting Covered Events for the remainder of the competition season. The Club may not submit the results and classification changes directly to USFA;

the results and classifications changes must be validated by the Division. Only the Division may submit results and classifications to the USFA.

- Transmitting reporting results and classification changes:

EMAIL RESULTS, (POOLS, TABLEAU AND DE), IN FENCING TIME'S HTML FORMAT, TO: The Webmaster of the Division who is currently [Mike Macintosh](mailto:Mike.Macintosh@acm.org) at mmcintosh@acm.org AND EMAIL THE SAME RESULTS ALONG WITH ANY CLASSIFICATION CHANGE FORM IN .DOC OR.HTML FORMAT

WITH THE FENCERS' USFA # to: The Secretary of the Division who is currently William Nunley at wtnunley@gmail.com.

- Arranging for the venue for the Covered Event and, should the site become unavailable, finding an alternative location and advising the Division at least 72 hours in advance of the scheduled Covered Event.
- Paying for the cost of the venue will be the sole responsibility of the Club and is not the responsibility of Division unless specifically and explicitly noted and agreed to by both parties in writing.
- Handling clean up and post-event work at the venue.

Division Responsibilities

The Division is responsible for:

- Providing training for meet managers, as requested from time-to-time by the Clubs within the Division.
- Posting information about the Covered Event on the Division web site, including but not limited to directions to the venue and close of registration times for the Covered Event, or otherwise posting a link to either www.askfred.net or to a website the Club provides listing this information.
- Sanctioning Covered Events for the purposes of awarding such classifications as are appropriate under the USFA rules and requirements and validating the events and results accordingly. If the Division determines that the Covered Event cannot be sanctioned for the purposes of awarding classifications, then the Club will be notified in writing and the decision posted on the Division's web site.
- Where appropriate, transmitting all Covered Event results and classification changes to USFA after validation within one week of the conclusion of the Covered Event.
- Posting all results submitted and validated on the Division web site or providing a link to www.askfred.net for same.

Reviewing any complaints regarding the Covered Event.

- Reviewing the compliance of the Club with USFA and Division rules and requirements.
NOTE WELL: The Division assumes NO responsibility or liability for injuries to the competitors, directors or spectators or for property damage or for damage to the venue. The Club agrees to indemnify, defend and hold the Division and its officers, elected officials, volunteers and agents harmless for any claims for damages, personal injuries, property damage or damage to the venue. The failure or delay in the enforcement of the Division's rights hereunder shall not be deemed a waiver of those rights.

Approved by Division Officer:

By: _____
(Signature)

(Print Name and Title)

Officer of the Division
New Jersey Division of the USFA, Inc.

Date: _____

Accepted by Club Representative:

By: _____
(Signature)

(Print Name and Title)

Authorized Club Representative
Of the _____ Club

Date: _____