



Harlem Wizards Game Contract
Checks & Mail to Harlem Wizards, 311 E. Park Street, Suite 2, Moonachie, NJ 07074
PH: 201.271.3600

This contract is made and entered into between Harlem Wizards Entertainment Basketball Inc., hereinafter referred to as **WIZARDS** and Clearview Local School District referred to as **HOST**, on this date of April 13, 2019.

TERMS

1. **WIZARDS** agree to play an entertainment basketball exhibition game in Lorain, OH at Clearview High School, located at 4700 Broadway Ave at 7:00 p.m. on Tuesday, October 15, 2019.
 - Seating capacity is 575.
2. **WIZARDS GEOGRAPHIC AREA BOOKING POLICY (LIMITED EXCLUSIVITY)**
 - a. The Wizards use their experience in determining when hosting another game in your community or neighboring community would impact your game.
 - b. The Wizards guarantee that they will not schedule a game in your city/town in the same school year without your approval if there is only one high school in your town.
 - c. For neighboring towns, the Wizards reserve the right to schedule games there, and would typically do so, unless both events would be focusing on marketing (recruiting teachers, scheduling assemblies, distributing flyers) to the same elementary and middle schools. The uniqueness of a Wizard event is the community feel, highlighted by the home team, primarily featuring elementary and middle school teachers.
3. **WIZARDS** agree to provide in advance: digital marketing tools, promotional DVDs, color posters and custom printed tickets. At the game, Harlem Wizards provide the team consisting of 5-7 Players, Announcer, Audience Participation halftime show, and autograph session.
 - a. **HOST** will provide two referees, people who know basketball and are willing to put fun and pizzazz into the performance. Official referee credentials are not needed.
 - b. **HOST** will provide a minimum of 8 volunteers for Harlem Wizard Souvenir sales (You will earn at least 20% on these sales with no financial risk.)
4. **WIZARDS ASSEMBLIES**
 - a. Schedule permitting (typically when Wizards are less than 150 miles away the night before), **WIZARDS** will provide up to 3 players (one per school), each for one 2-hour shift on game day. Host agrees to provide transportation from hotel or first scheduled school to other schools if needed. Each player will do assemblies (approximately 20 minutes long) or cafeteria visits at your local elementary and middle schools. For weekend games, assemblies may be done in advance when feasible. There will be a travel fee and hotel requirement for the advance visit. **HOST** agrees to schedule assemblies in all K-8 schools in the district.
 - b. If the game is sold out prior to the assembly visit, **WIZARDS** may cancel the visits so as not to disappoint kids that will not be able to buy tickets to attend the game. If you prefer to still hold the assemblies, please discuss with your Sales Wizard.

5. HOST EXPECTATIONS

Per discussions with your rep, the game is to be structured and promoted as a district-wide event. Therefore, the following are expectations of the HOST:

- a. **TEAM** – HOST will assemble a team of approximately 20 players that represent all the schools in their district: Men and women (of varying skill level) and if you choose to have students on the team, no more than 5 high school students.
- b. **WIZARDS PLAYER VISITS** – HOST has approval and will schedule 20-minute assemblies in all elementary and middle schools in their district. In large districts, if player availability and scheduling limit the opportunity to visit all schools, then the schools with the largest enrollment will have priority.
- c. **COMMUNICATION** – HOST will have one main contact for the Wizards rep to communicate with for all aspects of the event planning. It is imperative that the HOST stay in close contact with the rep to ensure the event is on track and plans are going well.

At the discretion of the Wizards rep, the game can be cancelled, and deposit retained if it is determined that the HOST is unable to meet any of the above expectations.

6. TICKET SALES UPDATES

- **HOST** agrees to provide 3 ticket sales updates on the three Fridays prior to the event.
7. Clearview Local School District agrees to pay **WIZARDS** a minimum guaranteed fee of **\$4300**. The contract will be signed and returned to the Wizards **by 4/27/19**. Wizards charge a 3% surcharge to pay an outstanding balance via credit card.
 - **HOST** agrees to pay **WIZARDS** a Guaranteed Rate of **\$4300**, or 45% of all ticket revenue, whichever is higher.
 - The balance due to the **WIZARDS** of **\$3000** (or the amount to reconcile 45% of all ticket revenue if total ticket revenue exceeds \$9,555) is due at the game.
 8. **ADDITIONAL TRAVEL FEE:** Your travel fee for the game is \$0. That amount is due on game day.
 9. Clearview Local School District agrees to pay **WIZARDS** an advance payment of **\$1300** due by **5/4/19**. The advance payment is non-refundable except as stated in #19 below.
 10. **HOST** and **WIZARDS** agree to mutually set ticket prices.

The range of ticket prices are:

Advance:	Student & Sr. Citizens	\$9	General Public	\$9
Gate:	Student & Sr. Citizens	\$11	General Public	\$11

COURTSIDE PLUS PACKAGE (limited to 60 tickets): \$20

Courtside Plus Package includes courtside seating, a pre-game meet and greet for 10 minutes with 2 Wizards and a free Wizards poster/photo.

11. HOST AGREES TO THESE GAME DAY TICKET PROCEEDURES:

- a. Reconciliation of advance sale tickets and money before game.
- b. Reconciliation of the gate sales and money by end of game.
- c. HOST agrees that **WIZARDS** are entitled to be paid on all unaccounted tickets.
- d. HOST agrees to follow complimentary admission tickets protocol explained below.
- e. HOST agrees to add all SPONSOR complimentary tickets to the reconciliation as paid tickets.

12. HOST has exclusive rights to food concessions.

13. SOUVENIR SALES

- a. The Wizards & Host Souvenir Fundraising program includes two key benefits. First, it helps you, the HOST, raise additional money. Second, it helps supplement the Wizards game fee enabling WIZARDS to offer you a discounted rate (In effect the souvenir sales subsidize the game rate). The agreed upon price detailed in this contract is based on HOST participating in the WIZARDS & HOST Souvenir Program. HOST agrees to the following items, which will help ensure successful souvenir sales:
 - Host will provide at least 8 volunteers to sell WIZARDS souvenirs during the game. HOST will receive a percentage of the total dollar amount of souvenirs sold based on meeting the criteria regarding volunteers detailed in item b. below.
 - No souvenir items including toys and apparel will be sold or given away to ticket holders other than souvenirs provided by the WIZARDS.
 - Any event programs distributed cannot include Wizard photos or autograph pages.

****If the above agreement is not followed, WIZARDS may impose a supplemental fee to account for the projected revenue loss.***

b. Volunteer Criteria

- Your earnings will be 20% of total sales. To reach our higher souvenir tier (see below Slamtastic level 25%), you are required to have 8 or more volunteers and sell \$4000 or more in souvenirs.
- Volunteers are asked to arrive 90 minutes before game time for the pre-game souvenir meeting with our team manager.
- Pre-game, halftime & post-game are when most volunteers are needed. During the game, only 2 volunteers are needed.
- At least 3 of the volunteers will be adults. High School students are permitted to be part of the volunteer group if adults are handling the financial transactions.

c. Harlem Wizards Souvenir Fundraising Program Revenue Breakdown

		EXAMPLE OF WHAT YOU MAKE			# OF Volunteers*
		SALES LEVEL	TOTAL SALES	YOUR TAKE	
Standard Level	20%	up to \$3999	\$3,999	\$800.00	8
Slamtastic Level	25%	\$4000+ you receive 25% on all sales	\$4,000	\$1,000	8+

d. Souvenir Promotion

- **WIZARDS** will typically run a souvenir promotion using a specific item to increase overall sales while also creating additional student participation opportunities in the show. The promotion begins at the Assemblies and continues game day. Specific details of any game night souvenir promotions will be discussed with your Road Manager during the pre-game meeting on game night. Please alert your Sales Wizard of any special requests or concerns.

14. LIABILITY INSURANCE: WIZARDS maintain a one million dollar per occurrence and two-million-dollar aggregate liability insurance policy.

- Named Certificate Holder* - An insurance certificate, reflecting the Harlem Wizards liability coverage will be ordered for your event, upon request.
- Additional Insured* -To name your school, school district or company as additional insured, there is no additional fee for that service, with the understanding that insurance policies are subject to change, and that if there is a surcharge we will notify you and we would retain the right to pass on that surcharge to you. Any surcharge will be brought to your attention in writing prior to the event and you may choose to revoke the additional insured request to avoid the surcharge.

15. WIZARDS maintain workers compensation for all Harlem Wizard players and employees.

- It is understood that players on HOST'S team are not covered in any way by the Harlem Wizards insurance policy and that they are performing in an athletic contest at their own risk. It is requested that each player sign a waiver of liability form (enclosed in promotional kit) that in summary states that players are aware of the risks of participation and will hold the **WIZARDS** and **HOST** harmless.

16. EVENT SPONSORS

- SPONSOR giveaways shall be limited to fans exiting the gym after the game only. **WIZARDS** may make exceptions to this policy so please speak with your Sales Wizard for any special requests regarding giveaways.
- Any tickets included in a SPONSORSHIP package in which HOST receives money for their sponsorship, shall count as sold tickets for the purposes of determining payment to the Harlem Wizards.

17. TICKET GIVEAWAYS: As part of our ticket package, the Wizards will add complimentary tickets, included at no charge.

COMPLIMENTARY TICKETS:

- **Primary purpose is marketing.**
- These tickets are not to be used for SPONSORSHIPS. If tickets are included in SPONSORSHIP packages those tickets shall count as sold tickets.
- The quantity of complimentary tickets that you will receive is 2% of your seating capacity up to a max of 25 tickets.
- Players and Volunteers will not require tickets.
- WIZARDS are also entitled to up to 2% of seating for complimentary admissions. Those comp tickets will come directly to the Wizards. The Wizards do not normally use a high number of comp tickets, so check with your Sales Wizard to coordinate, especially if you expect a sellout crowd.
- Wizard players will typically give away a small amount of tickets per assembly/cafe/tertia visit to generate excitement. If you are confident of a sellout and do not want any tickets given away, please let your Sales Wizard know in advance.

18. PAYMENT SCHEDULE

- a. It is expected that game balance shall be paid by check at the event. In cases where this is not possible, please let the Wizards know in advance that this conflicts with organization, school, and company or district policy. If there is an unforeseen breakdown that won't allow payment the night of the show, it is agreed that HOST will sign a document of amount due and payment date.
- b. All outstanding balances not paid within 30 days of the event date will bear interest at the lower of the rate of 2% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should Harlem Wizards Inc., in its sole discretion, deem collection action necessary regarding outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the HOST's invoice.

19. CANCELLATION POLICY

- a. If WIZARDS must cancel this contract for technical or other reasons unforeseen, or beyond WIZARDS control then the full deposit and any reasonable costs incurred by HOST up to that point will be returned.
- b. Neither the WIZARDS nor HOST will be penalized if event must be cancelled due to act of God, such as a snowstorm, etc., if all efforts will be made to reschedule the event.
- c. In the case of inclement weather or act of God that causes a cancellation, Wizards shall maintain the same rate for an event rescheduled within 60 days of current date. Any open date that is open for HOST and Wizards is the priority. Same day of the week is typically not practical when rescheduling. For any date rescheduled more than 60 days out from current schedule, price shall be determined on a case by case basis. New tickets may be ordered for \$75. New posters will be made available at zero cost. Additional assemblies, when scheduling permits shall be \$150 plus travel. A new custom video for hosts who paid for an initial one shall be made at no cost.
- d. If HOST elects to cancel or postpone the event, the full deposit shall be forfeited.
- e. This is a fully guaranteed contract. If cancellation is less than 150 days prior to event, the full advance fee, and full amount due on game day shall still be owed to the Wizards within 30 days of cancellation and host will still be responsible for the travel costs (if applicable) and hotel requirements (if applicable) as stated in

this contract. If the Harlem Wizards can procure a new event to replace the cancelled event, hotel requirements will be waived, and the travel fee will possibly be adjusted or waived depending on the circumstances.

- f. If WIZARDS cancel the event because the marketing requirements have not been met, then host is still responsible for the full advance fee and may be responsible for the full fee due if cancellation occurs less than 150 days prior to the event, as well as hotel rooms and travel fee as stated in this contract.

20. VIDEO: Event may be recorded, except when done for commercial resale.

- a. Individuals may bring their cameras and take photos and video.
- b. Network or Cable news shows may take footage for local programs.

21. HOTEL ACCOMMODATIONS

- a. Host agrees to 6 rooms approved by the Wizards and 7 rooms when feasible (total of at least 7 beds).
- b. If event is over 120 miles from Moonachie, NJ, HOST is responsible for making reservations for and paying for hotel rooms for the night of the game, at a business class hotel. These hotels are automatically acceptable without the need for review by the Wizards: Courtyard, Hampton Inn, Holiday Inn Express, Hyatt and Radisson. Other hotels will be reviewed by Wizards staff for approval before you make a reservation or procure a donation of rooms. Some of the hotels that the Wizards typically would not approve, but not limited to are: Super 8, most Days Inns, Econo Lodges and Motel 6. Best Western and Comfort Inn are reviewed, case by case.
- c. The Harlem Wizards respectfully request that all accommodations meet the following standards: inside hotel rooms rated at least 3 stars according to the AAA hotel book with wireless internet connection, where possible. Motels and facilities with outdoor room access are not acceptable.
- d. If the Wizards do not approve the hotel and an acceptable mutually agreeable alternative is not practical, the Wizards may elect to request a hotel fee, instead. That amount will depend on the going rate in your area but typically ranges between \$500 and \$750. In addition, when the hotels you plan to procure are not donated and Wizards schedule is more suitable for traveling than staying over, then the amount you would have paid for hotels would be due to the Wizards as a hotel fee instead

NOTE: Thank-You Gift: As a thank-you for procuring a 7th hotel room, we will send you a package of Wizards merchandise valued at approximately \$100.

22. HOST agrees to the terms of the contract rider enclosed.

23. For the purpose of souvenir sales, we need the following information: Do you have a tax exempt # for your Organization? ___yes ___no If yes, please list.

Tax exempt # _____.

By: _____
HARLEM WIZARDS PRESIDENT/CEO

Wizards Sales Representative

Lisa Rawson

By: _____
AUTHORIZED HOST SIGNATURE

PRINT HOST SIGNEE NAME AND TITLE

Game Date: 10/15/2019

Event City & State: Lorain, OH

ALTERNATE HOST CONTACT:

PRIMARY HOST CONTACT:

Name: _____	Name: _____
Title: _____	Title: _____
Cell Phone # _____	Cell Phone # _____
Alternate Phone # _____	Alternate Phone # _____
Email: _____	Email: _____

HARLEM WIZARDS CONTRACT RIDER

Please provide the following for game day operations

1. SOUND AND PUBLIC ADDRESS (PA) SYSTEM REQUIREMENTS

- a. The Wizards bring a self-contained sound system that is enough for Gyms and Arenas up to about 1,500 seats. The system includes Amplifier, Speakers, Hand held & Wireless Microphones and IPOD & or Computer.

* If the gym/arena sound system will provide higher quality sound than the Wizards system, the Wizards will use the house system. The Wizards carry a mixing board and can patch into the house system.

- b. For larger facilities, we request that you provide a Sound Tech person to maximize the sound for the event.
- c. In all cases please have available the regular gym or arena PA system. It will be used as the emergency system in the case of a breakdown with the main Wizard system.
- d. A six- or eight-foot table for the Sound System
- e. A three-prong electric outlet in area of microphone or extension cord

2. SCOREBOARD AND TIME CLOCK

- a. Set-up Scoreboard and Time Clock. No possession, 30 second clock or foul indicators needed, just time clock and keeping score
- b. Scoreboard Operator. This volunteer doesn't need to be a score clock expert, if they can be taught or already know how to run the system. A student or adult is acceptable. Someone who can handle changes and instructions is best for this position.

3. LOCKER ROOM

- a. Security. Please have locker room guarded or locked while WIZARDS are on the court.
- b. Drinks & Snacks. In locker room prior to game on ice: 6 quarts of a sport drink such as Gatorade and at least an equivalent amount of bottled water. Healthy snacks are appreciated.

4. UNLOADING AND RELOADING OF EQUIPMENT AND SOUVENIRS

- a. Let us know in advance the best spot to unload our equipment (from our van). The heaviest equipment to unload is the Souvenirs. The Souvenirs are generally sold by the front entrance or immediately upon entering the gym.
- b. Flatbed or Hand truck. When possible-for unloading before the game and repackaging after the Game, a flatbed is preferable.
- c. Volunteers. Any strong, youthful volunteers are welcome for this exciting unpacking and repackaging operation.

5. SOUVENIR SALES

- a. **Tables** - One or two areas for selling is typical. Typically, four 6-7-foot tables are perfect for the main selling area.
- b. **Location** - It is important that fans see the souvenirs when they walk in and that the souvenir area is large enough to handle a big crowd. See the playbook for details and guidelines for where to locate the souvenir tables. Host agrees to let Wizard Team Manager have final say as to where souvenir area will be, if it is not in conflict with facility rules, or sale of food.

6. ANNOUNCING AND ANNOUNCEMENTS

- a. **Guest Announcer**. The WIZARDS MC/Announcer will oversee all announcements and the flow of activities at your event, so you do not need to provide an announcer. However, if you have a local celebrity/sportscaster/DJ, etc. that will help draw people to the game, you are able to have a guest announcer assist the WIZARDS MC by announcing the home team.
- b. **Player Introductions**. You can have your announcer do it or give the WIZARDS Announcer the full line-up.
- c. **Other Announcements**. Type up or write up announcements such as:
 1. Refreshments available
 2. 50-50 Sales
 3. Acknowledgements

7. TOWELS: This is optional. Yes, we would appreciate it, but no, we don't want you to do it if it will mean an additional expense or burden.

8. TRAINER OR PHYSICAL THERAPIST: When you can, please procure a trainer or physical therapist to be on-hand at the game at no cost to you. If you can make this happen, it would be greatly appreciated by Wizard players for stretching and other support, given the rigors of the road and almost daily games!