



SNYB HOST APPLICATION

2017/2018

PROGRAM DETAILS

Host Organization: _____

Coordinator Name: _____

Email: _____ **Phone:** _____

Website: _____

Shipping Address: _____

City: _____ **Province:** _____ **Postal Code:** _____

Season(s):

Please select all that apply. Dates are approximate.

FALL

Sep-Dec

WINTER

Jan-Mar

SPRING

Apr-Jun

SUMMER

Jul-Aug

Start Date(s): _____

Dates are approximate.

End Date(s): _____

Total Players: _____

Numbers are approximate.

Total Coaches: _____

HOST AGREEMENT

I. GENERAL

1. This agreement (the "Agreement") outlines the terms and conditions on which Canada Basketball ("CB") and the provincial or territorial sport organization (the "PTSO") partners with the Host Organization (the "Host") to deliver Steve Nash Youth Basketball ("SNYB").
2. The term of this Agreement shall extend from **September 1, 2017 to August 31, 2018**, unless terminated earlier in accordance with the provisions herein (the "Term"). The affiliation of the Host with SNYB outlined in this Agreement shall conclude upon expiration of the Term, and any marketing, promotions, conduct or communications of or from the Host relating to SNYB outside of the Term is strictly prohibited.
3. If, at the end of the Term, the Host wishes to renew its Host status for another year, the Host shall be responsible for submitting a renewal application to CB at least 30 days prior to the end of the Term. CB shall have the sole right to reject or accept any such renewal application.
4. Notwithstanding anything in this Agreement, all aspects of SNYB, including the name, logo and other trademarks, program content and all other brand properties, are and shall remain the sole property of CB. CB and the PTSO have sole rights to manage and control all aspects of SNYB for the purposes hereof. Any use of SNYB program materials by the Host must be with the express written consent of CB as set out in this Agreement. The Host agrees to honour the requests of CB and the PTSO in registering, establishing, securing, enforcing, or protecting all CB and PTSO intellectual property and other rights associated with the SNYB program presently existing or subsequently created under this Agreement.
5. CB retains the right to market and sell sponsorship associated with SNYB. Local SNYB program sponsorship is encouraged, but Host is required to promptly notify CB of any such negotiations, and any such local sponsorship shall be subject to the consent of CB. The Host is strictly prohibited from initiating or pursuing any form of sponsorship from a prospective sponsor within the financial services sector (banking, wealth management, credit, etc.).
6. CB retains the right to approve all media engagement with SNYB. Local SNYB program media coverage is encouraged, but must receive written approval from CB prior to engaging in any external media coverage.
7. CB may approve or deny any applicant of Host status for any reason. Applicants not associated with an established youth sports group may be subject to additional vetting before approval.

II. HOST ORGANIZATION RIGHTS & OBLIGATIONS

1. The Host shall, subject to all limitations and restrictions imposed by this Agreement, be authorized to deliver the SNYB program and be solely responsible for ensuring the safety of all players, coaches, and officials, and quality control while implementing and delivering all elements of the SNYB program.
2. The Host shall at all times act in accordance with the approved operating guidelines provided by CB as outlined in this Agreement, the SNYB Operations Manual, and the SNYB Coach Manual, and deliver the program as per these guidelines, within good reason.
3. The Host shall at all times use the approved branding guidelines provided by CB as outlined in this Agreement, the SNYB Operations Manual, and the SNYB Brand Guide. Use of SNYB materials outside of these guidelines is prohibited.

4. The Host is required to register for a FREE account on GamePlan to gain access to SNYB tools and resources to administrate and deliver the program. The Host shall be responsible for encouraging SNYB Coaches to register for a FREE account on GamePlan to access the SNYB Curriculum and coach resources. GamePlan is the online education portal for all CB coaches and programs.
5. The Host shall be responsible for managing all of its finances in relation to the delivery of their SNYB program, and shall reimburse the PTSO for participant registration fees (\$_____ per player/coach) and shipping costs (unless alternative arrangements are mutually agreed to by the parties). Registration fees cover participant packages, provincial and national membership, and liability insurance; please contact CB or the PTSO to confirm fees.
6. The Host shall be responsible to register players for their SNYB program, including the collection of intellectual information for players; SNYB Registration Forms are provided by CB. The Host shall be responsible to maintain their own player database; a template is provided by CB. Player information may be requested by CB or the PTSO.
7. The Host shall be responsible for recruitment and registration of coaches for their SNYB program, including the collection of personal identification and contact information for each coach. SNYB Registration Forms are provided by CB and must be collected by the Host. The Host shall be responsible for maintenance of its own SNYB coach database, with a template to be provided by CB. The Host shall be obligated to provide any information collected by the Host pursuant to this section to CB or the PTSO upon request.
8. The Host shall be responsible for communicating with the PTSO to explore subsidized training for registered SNYB Coaches through the NCCP Community Coach FUNDamentals Workshop. Enrollment fees for the NCCP Workshop are largely subsidized for SNYB Coaches, included in registration fees for coaches. NCCP Workshops cannot be guaranteed for all Hosts due to limited capacity and to ensure financial sustainability.
9. The Host shall be responsible for staffing resources (employees and volunteers) and obligations for their SNYB program including, but not limited to, screening for staff working with youth via a Police Records Check-Vulnerable Sector Screen.
10. The Host shall be responsible for securing facilities for their SNYB program, including the completion of facility contracts (if applicable). If required, liability insurance details can be requested from the PTSO.
11. The Host shall be responsible for submitting to CB basic program information that includes, but is not limited to, a breakdown of groups, facilities, schedules, players, and coaches. Program information is submitted through GamePlan.
12. The Host shall commit to ordering participant packages for all players and coaches, and be responsible for material logistics including ordering, receiving, and distributing materials to participants. The Host shall ensure that all registered players and coaches receive a complete SNYB package before the conclusion of the program.
13. The Host shall associate with and market the SNYB brand with a mention, advertisement and/or link on its official website (if applicable) and include links to both basketball.ca and the PTSO website respectively.
14. The Host shall act in good faith in fulfilling its obligations hereunder, adhering to the values of CB, the PTSO, and the Steve Nash Foundation in delivering SNYB.

III. CB/PTSO RIGHTS & OBLIGATIONS

1. CB shall provide the Host with SNYB properties, accessible via GamePlan, for operational use during the Term. Materials provided include, but are not limited to:
 - Approved SNYB branding resources, including SNYB Brand Guide, logos, images, and promotional pieces;
 - Approved SNYB operational resources, including SNYB Operations Manual, registration forms, and material packages;
 - Approved SNYB curriculum resources, including SNYB Coach Manual, Lesson Plans, Drill Bank, and supplementary tools.
2. CB and the PTSO shall provide liability insurance coverage for SNYB programming. Contact the PTSO for details.
3. CB and the PTSO shall work with the Host to explore subsidized training for SNYB Coaches via the NCCP FUNDamentals Workshop. Workshops cannot be guaranteed due to limited resource capacity and to ensure financial sustainability.
4. CB and the PTSO shall carry out marketing and communication efforts to assist in program promotion and provide administrative support, including listing the Host on the SNYB website (basketball.ca/snyb) and addition to the SNYB email list.
5. With the express written consent of CB, the Host is permitted to use the SNYB logo and marks in media including, but not limited to, printed, online, and other interactive and multi-media technologies, in the promotion of their SNYB program during the Term. Any such use of the SNYB properties by the Host shall be on a non-exclusive basis.

IV. TERMINATION RIGHTS

1. If the Host, during the Term of this Agreement, fails to observe, perform, or respect the terms and conditions contained herein, CB and the PTSO shall notify the Host in writing of such failure. The Host shall have 30 days to correct its identified failure. If the Host fails to correct the failure within the 30 day period, CB and the PTSO shall have the right, on providing written notice, to terminate this Agreement.
2. Further, in the event that either party repeatedly fails to observe, perform, or respect the terms and conditions contained herein, the other party shall have the right, on providing 60 days written notice of the persistent ongoing defaults, to elect to terminate this Agreement. Each party confirms that it will act reasonably in this regard to work together throughout the Term of this Agreement for the betterment of basketball in Canada.
3. It shall be a condition of this Agreement that the details of this Agreement are held by the parties in strict confidence.

V. MISCELLANEOUS

1. This Agreement does not create a legal partnership between parties, and no party shall have the power to bind the other.
2. If any provision of this Agreement is invalid, the remaining provisions shall be unimpaired, and the parties will negotiate in good faith to substitute a provision of like intent and effect.
3. It is the parties' intention that no other person or entity is entitled to bring any action to enforce any provision of this Agreement, and that obligations set in this Agreement are solely for the benefit of, and enforceable by, the parties or their successors.
4. Neither party may assign this Agreement or any of its rights unless the other party consents in writing to the assignment. Any attempted assignment, delegation, sublicense or other transfer without such required consent shall be void.
5. Any amendment to this Agreement must be in writing and signed by both parties. No failure by either party in exercising any right shall operate as a waiver thereof, and no single or partial exercise shall preclude any further exercise(s) of any right(s).

I, the undersigned, hereby agree to the foregoing,

Host Organization: _____

Date: _____

Canada Basketball: _____

Date: _____

