SANTA BARBARA EASTER RELAYS

AGREEMENT

WHEREAS, the SANTA BARBARA JUNIOR CHAMBER OF COMMERCE, a California non-profit corporation, hereinafter referred to as "Jaycees," and the SANTA BARBARA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," have in the past co-sponsored a track meet, commonly known as the "SANTA BARBARA EASTER RELAYS," at La Playa Stadium, Santa Barbara, California; and

WHEREAS, the Jaycees and the District desire to continue a joint-sponsorship of the said relays, and sponsor the meet at the La Playa Stadium, Santa Barbara City College, Santa Barbara, California, and

WHEREAS, the Jaycees are in a position to supply needed manpower and goodwill within the City of Santa Barbara, and

WHEREAS, the District is in a position to supply technical assistance, equipment and overall supervision of the track meet and to furnish locker room and track and field facilities;

NOW, THEREFORE, the District and the Jaycees agree as follows:

1. During the effective period of this agreement, the parties hereto will jointly sponsor the Santa Barbara Easter Relays to be held at the La Playa Stadium, Santa Barbara City College, Santa Barbara, California, on the fourth Saturday in March in each calendar year.

2. This agreement is effective until May 15, 1980, but may be cancelled by either party hereto without liability or offset to the other upon six (6) months notice in writing to the other party hereto.

3. Each party hereto will be entitled to equal representation upon the Santa Barbara Easter Relays Games Committee. This committee shall plan, promote, arrange and stage the Santa Barbara Easter Relays and be in direct control of all facets thereof. In order to facilitate continuity, the terms of each appointee to said Games Committee shall terminate May 15, 1980.

4. "Net profits," as hereinafter defined, from the Relays, if any, shall be placed in a reserve fund savings account under the joint control of the parties hereto and carried in the name of "Santa Barbara Easter Relays Reserve Fund." Said Fund shall be held to provide advance expense money for the Santa Barbara Easter Relays and to reimburse the parties hereto for any losses suffered by them as a result of the liabilities assumed by this

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agreement. Notwithstanding the foregoing, however, said Reserve Fund shall never exceed in amount at any time the sum of Ten Thousand Dollars ($10,000) and any excess over said sum shall forthwith be divided equally among the Jaycees and the District.

5. For the purpose of this agreement, "net profits" shall be defined as follows: Total gross receipts obtained either directly or indirectly from the holding of said Relays, including, but not by way of limitation, entry fees, all gate receipts, reserve seat sales, grandstand sales, and program sales or commissions, less all actual expenses of holding said Relays, including all Federal, State and local taxes, if any. The "actual expenses" shall include such items of expense as shall be determined by the Finance Committee. This committee shall be composed of one representative from each party hereto and a third member mutually acceptable to both parties. This committee shall also terminate its authority on May 15, 1980. The above noted expenses shall be submitted to this committee no more than thirty (30) days after the date of the Relays.

6. It is hereby agreed that, in the event the said Relays fail to make a net profit as hereinabove defined, losses shall first be paid from the aforementioned Reserve Fund, if any, and to the extent said Reserve Fund is unable to cover said losses, the parties hereto agree to share said losses equally.

7. All funds collected in conjunction with the staging of the Santa Barbara Easter Relays shall be deposited in the Santa Barbara Easter Relays account in a bank selected by the Games Committee within one (1) week after each annual Relay. All expenses from each Relay shall be paid from said account to the extent thereof as approved by the Finance Committee, provided, however, that each check drawn upon said account shall bear at least two signatures, one of which is that of a Jaycees representative and one of a District representative. In addition, no representative and/or agent of either party hereto shall in any way obligate or otherwise incur an indebtedness exceeding One Hundred Dollars ($100) without the prior approval of the Finance Committee.
8. The District agrees as follows:
   a. To be responsible for the supervision of the Junior College Division Meet and that the management of the Meet complies with the rules and regulations of the California Community and Junior College Association, and the California Inter-Scholastic Federation.
   b. To take reasonable steps to see that sufficient entries are obtained to hold a reasonable relay.
   c. To arrange for all personnel actually necessary to handle the specific races, including but not limited to starters, timers, judges and officials.
   d. To be responsible for pre-relay and relay day planning and functions.
   e. To secure personal liability and property damage insurance naming the Jaycees as additional assured in no less than the following amounts for each individual accident or loss:
      Public Liability - $300,000.00
      Property Damage  - $20,000.00
      The additional cost of said insurance shall be borne by the Games Committee.
   f. Provide locker room and track and field facilities.

9. The Jaycees agree as follows:
   a. To supply such labor as may be necessary for the ticket sellers and ticket takers.
   b. To provide manpower for use by the Games Committee for promotion of the Relays within the City and County of Santa Barbara, and Ventura.
   c. To provide a Santa Barbara Relay Banquet the Thursday evening prior to each Relay and to make welcome at said banquet, at the expense of the Games Committee, officials, Games Committee members, and other guests of the Games Committee.

10. In addition to the duties of the Games Committee as set forth in paragraph 3 hereinafore, the Games Committee shall be responsible for submitting proper accounts to the parties hereto concerning the profits and/or
losses of each Relay within forty-five (45) days of the staging thereof. 11. Should any party hereto terminate the within agreement prior to the first day of May, 1980, said terminating party will automatically relinquish any claim it has to funds then deposited in the Reserve Account and the said Reserve Account will become the sole property of the non-terminating party provided, however, that if said non-terminating party does not, either individually or in conjunction with a co-sponsoring individual, association, or corporation, stage a Santa Barbara relay within twelve (12) months of said termination, then said Reserve Fund is to be divided between and distributed to the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this document in triplicate on the 14 day of December, 1978.

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By: ________________________________

______________________________
(Title)

SANTA BARBARA JUNIOR CHAMBER OF COMMERCE,
a California non-profit corporation

By: ________________________________

______________________________
President
(Title)

By: ________________________________

______________________________
External Vice Pres.
(Title)

DKS:mr
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