

## Porsche 356 Registry Holiday Contract

THIS CONTRACT is entered into by and between the Porsche 356 Registry, Inc., an Ohio nonprofit corporation, the mailing address of which is 1826 Tower Drive, Stillwater, MN 55082, hereinafter the "Registry", and, Committee Chairman, along with additional individuals and/or host club(s), collectively referred to herein as "Holiday Committee," with regard to a Registry sanctioned Holiday to be held between the dates of \_\_\_\_\_ and \_\_\_\_\_ at \_\_\_\_\_ hereinafter "Holiday."

WHEREAS, the Holiday Committee has submitted a Holiday Proposal to the Registry and the Registry has awarded the right to organize the Holiday to said Holiday Committee;

NOW, THEREFORE, the parties agree as follows:

1. The Registry will provide advertising space for the Holiday of at least one (1) page in each of two (2) separate issues of its bi-monthly publication known as the Porsche 356 Registry Magazine, provided that the artwork for such advertising is in compliance with the Editor's specifications and is provided to the Editor at least thirty (30) days prior to the publication date.
2. The Holiday Committee shall create a unique logo for the Holiday. The logo may be of any design using a 356-related theme. It must not, however, contain any recognized trademark names or images. The logo must contain the words, "Porsche 356 Registry" and "Holiday," along with other descriptive words for the Holiday such as East Coast or West Coast. The Holiday logo must be submitted to the Registry for written approval before it may be utilized.
3. A commemorative jacket patch of the same general type and quality as provided to registrants of previous Holidays shall be designed and produced by the Holiday Committee and provided to each Holiday registrant. Two (2) jacket patches must be forwarded to the Registry President for inclusion in the archives within thirty (30) days of completion of the Holiday.
4. Registrants to the Holiday must be current Registry members. Registry membership is not required of co-registrants. A maximum of one co-registrant for each registrant is allowed. Participation in Holiday events is restricted to registered members and their co-registrants. The Holiday Committee must provide personnel and accommodations at its Registration Area for the processing of new member applications.
5. Holiday volunteers must be affiliated with the 356 Registry so as to be covered by club insurance and avoid any liability.
6. The Holiday Committee will apply for Holiday insurance coverage under the Registry's master liability insurance policy. The Holiday will pay any event charge incurred as well as any fee(s) for excess coverage necessitated by the event. The Holiday Committee shall make sure that all

Holiday participants sign the appropriate insurance release forms at the time of registration, in accordance with the insurance requirements. Please note that if wine/alcoholic beverages are offered, they must be offered at no charge by the Holiday and must be self-served in order to qualify for coverage under the master liability insurance policy. This does not include a host bar administered by the event hotel.

The Holiday Committee shall submit the insurance forms and fees no later than 60 days prior to the Holiday. The Registry will reimburse these fees to the Holiday Committee within 30 days after approval by the insurance carrier.

7. The Holiday Committee shall obtain a separate bank account in the name of the Holiday and have a minimum of two signatories. Holiday expenses should be paid directly from this account. In the event an individual pays Holiday expense from personal funds and requests reimbursement, full documentation of the expense must be provided. Reimbursement checks should be drawn on the Holiday account by a signatory other than the individual who incurred the expense.

8. A "Hospitality Suite" (i.e., a comfortable, convenient central meeting place) must be provided for Holiday registrants to encourage general member interaction and camaraderie. This central meeting place should be of adequate size to accommodate the registrants, should be generally open for the duration of the Holiday, and should be amply stocked with amenities, including refreshments. It is also required that a separate/standalone reasonable space with tables be provided for the Registry Goodie Store. (Normally such facilities can be arranged for a minimal or no-charge basis during the negotiations with the hotel for accommodations and other services.)

9. It is the desire of the Registry to keep Holiday participation costs reasonable. Therefore, all Holiday registration and event income must be spent on the event. The Holiday Committee will charge registration and/or event fees calculated to cover all Holiday expenses so that no profit or loss will occur. The preferred room rate per night is \$175 or less inclusive of all taxes, resort fees and all other charges associated with the hotel. A paid professional event planner will be considered by the Trustees as a legitimate expense item on an event by event basis. A pro forma budget must be submitted with this agreement.

The Registry will, upon receipt of written itemized requests from the Holiday Committee, advance sums up to a total of \$1,000.00 to defray initial expenses until registration revenue is received. This advance shall be fully repaid to the Registry within thirty (30) days of completion of the Holiday.

Upon signing of the Holiday Contract the Registry will agree to sponsor the Holiday with no less than \$1000.

In the event Holiday funds fall short of the expenses incurred, the Holiday Committee may petition the Registry for reimbursement of such shortages, whereupon the Registry will utilize the Holiday Shortfall Insurance Fund.

**In consideration for this risk:**

- A. The Registry will appoint a Trustee mentor as the liaison with the Holiday Committee chairman.
- B. This Trustee will oversee scheduling, budgets, contracts, and logistics.
- C. This Trustee will review and approve all contracts and expenditures of money prior to commitment.
- D. The Holiday Committee shall add a \$5 fee to each registration to supplement the Holiday Shortfall Fund.

10. This contract may be declared null and void at the sole discretion of the Trustees, and the Porsche 356 Registry shall hold no liability associated with this event if the Holiday Committee or its members violate any portion of the contract or demonstrate an unwillingness to work with a Trustee Liaison, or within the boundaries and the framework of this contract.

11. The Holiday Committee shall maintain a complete and detailed accounting of funds received and disbursed (except for Holiday logo concessions under Item No. 12 below), using generally accepted accounting practices in a format prescribed by the Treasurer of the Registry. Such records shall be transferred to the Registry within thirty (30) days of the completion of the Holiday. Should there be any surplus registration and/or event funds remaining after payment of all Holiday expenses such surplus funds shall be donated to the Registry at the time the final accounting is submitted.

12. It is agreed that the sole source of Holiday Committee profit shall be from Holiday logo merchandising. Under no circumstances will the Holiday Committee profit from registration fees, meals, hotel room costs (including any hotel or vendor discounts) or Holiday sponsor donations nor shall committee members profit from hotel or airline mileage programs related to booking of venues for the Holiday. The Holiday Committee may contract with the Registry Goodie Store for its Holiday logo merchandise or may contract with other vendors at its discretion.

13. No competitive events involving movement of registrants' automobiles such as an autocross shall be held unless a written proposal is submitted to and approved by the Registry Trustees and adequate insurance secured through the Registry's master insurance policy.

14. To encourage participation in future holidays by more members, the Holiday Committee is encouraged to create a written and photographic record of the Holiday for possible publication

in the Registry magazine and/or use on the website within thirty (30) days of completion of the event.

15. The Registry logo is a licensed trademark and cannot be used without permission. The Registry gives permission to the Holiday Committee to use the Registry logo on Holiday-related items that are provided free to the registrants, provided, however, that the Holiday Committee submits a sample of the proposed item and obtains written approval from the Registry prior to manufacture. **Under no circumstances may the Holiday Committee sell items with the Registry logo.**

16. Neither the Holiday Committee nor the Registry shall share or disseminate registrant information or personal data, other than a roster of attendees including first name, last name, city, state (or country). It is encouraged that all this information be destroyed subsequent to the Holiday.

17. This agreement may be signed in counterparts, each of which shall constitute a complete agreement, all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto subscribe their names on the dates indicated below.

PORSCHE 356 REGISTRY, INC.

DATED:

By:

(Print Name & Title)

HOLIDAY COMMITTEE

DATED:

By:

Holiday Chairperson (Print Name)

Revision 03/31/2017