

2023 Service Contract for Facilitation of CHARGED UP Off-Season Event

Event Requirements and Terms

1. Event Contract, Procedure, and Commitment

a. Requirements

- i. This contract must be completed and signed by the event coordinator and AndyMark Inc. must receive the deposit in order to reserve an off-season event.
- ii. This contract must be completed, with a deposit paid, prior to the event.
- iii. An adult (18+) at the organization hosting the event, must sign this contract and will be referred to as the event coordinator. This person must be reachable via phone week of the event and in person during the course of setup and competition days for the event.

- b. FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY (FIRST), 200 Bedford St., Manchester, NH 03101, ("FIRST") is the owner of the field equipment and intellectual property surrounding the CHARGED UP game. Host Organizations must follow all rules for allowed use as itemized in the [2023 Off-season Event Agreement \(https://www.firstinspires.org/sites/default/files/uploads/resource_library/frc/events/off-season/2023/2023FRCOffSeasonAgreement.pdf\)](https://www.firstinspires.org/sites/default/files/uploads/resource_library/frc/events/off-season/2023/2023FRCOffSeasonAgreement.pdf) including

i. **Allowed Use:**

1. Host Organization shall assemble and disassemble the Loaned Equipment in accordance with FIRST's instructions.
 2. Host Organization shall package and ship the Loaned Equipment in accordance with FIRST's instructions.
 3. Host Organization shall use the Loaned Equipment only for the use for which it was designed, i.e. robotics competition, at the Use Location stated above. Host Organization shall adequately monitor and supervise all such use and shall comply with any additional safety instructions provided by FIRST. Host Organization shall ensure all participating team members comply with FIRST's Safety Manual (<https://www.firstinspires.org/resource-library/frc/safety-manual>). 2023 FIRST® Robotics Competition Off-Season Event Agreement
 4. Unless FIRST gives prior written permission, Host Organization shall not conduct or promote, in any way, at the event at which the Loaned Equipment has used any robotics competition that is not a FIRST program. Unless FIRST gives prior written permission, Host Organization shall not use the Loaned Equipment at any event or in any facility at which any other party is then conducting or promoting any robotics competition that is not a FIRST program.
- ii. **COVID-19 Protocol.** Host Organization shall plan and conduct the event at which the Loaned Equipment is used in compliance with all federal, state, and local government COVID-19 guidance applicable to the location of the event.
- iii. **Youth Protection.** The Host Organization shall protect event participants using youth protection measures as described in FIRST's Youth Protection Program Guide (<https://www.firstinspires.org/sites/default/files/uploads/about/FIRSTYPP-ProgramGuide.pdf>), as applicable to the event at which the Loaned Equipment is used.

- iv. **Data Protection.** Host Organization shall comply with all laws and regulations applicable to the collection, use, and storage of personal data, including but not limited to personal information such as name, address, date of birth, email address, phone number, images including photos and video (including live-streaming and broadcasts). Host Organization shall obtain consent to collect, process, and use the personal data from a parent/guardian in the cases of minors, or the data subject if 18 or over. FIRST Consent and Release forms do not cover Off-Season Events.
- v. **Hold Harmless.** Host Organization shall indemnify FIRST and AndyMark against and hold FIRST and AndyMark harmless from all claims (for death, bodily injury, and/or property damage), loss, cost, or other damage (including without limitation attorney's fees) arising out of, or in any way related to, Host Organization's use of the Loaned Equipment or any Host Organization breach of this Agreement.
- vi. **Taxes.** Host Organization shall comply with all federal, state, and local tax laws and regulations related to the event at which the Loaned Equipment is used.
- c. Requests start with an event coordinator emailing a request for an off-season event to offseason@andymark.com with the name and location of the event
- d. AndyMark Inc. will review the information submitted and supply a contract draft to the event coordinator.
- e. Once the signed contract and deposit are received, barring no issues with or changes to the contract AndyMark Inc. will sign the contract and return it to the event coordinator confirming AndyMark Inc.'s commitment to the event.
- f. The purpose of this document is to clearly outline the event requirements and terms. After AndyMark Inc. has been contacted for reservation this contract will be filled out by AndyMark Inc. personnel, then sent to the event Coordinator for final acceptance. Before AndyMark Inc. confirms the service to be performed at this event, this contract needs to be signed by the Event Coordinator.
- g. Breach of any listed requirements below is grounds for a refusal to support future events.

2. Payment Terms

- a. Requirements
 - i. A non-refundable deposit must be received to reserve an event. This deposit will be applied to the total cost of the event. An event is not officially reserved until this deposit has been received by AndyMark Inc.
 - ii. The deposit amount is \$500.00 or 10% of the event cost, whichever is higher.
 - iii. The deposit amount for an FTA-only service will be \$200.00.
 - iv. If the deposit is not received within 2 weeks prior to the event, then AndyMark cannot support the event and the AndyMark contract will be canceled. AndyMark has the right to make exceptions as needed.
 - v. Events must be paid in full by the 7th day following the last day of the event.
- b. AndyMark Inc. is not responsible for and will not reimburse payment for the venue, robot arena, field elements, flooring, or robots damaged due to gameplay.
- c. If payment is not received within 7 days after the event concludes, the price of the event increases by 10%.
- d. If payment is not received within 30 days after the event, the price of the event increases by 20%.

3. Setup and Teardown Personnel

a. Requirements

- i. Setup starts no later than 10 AM on the day prior to the event. The 2023 field requires a minimum of 8 hours of setup with an experienced crew.
 - ii. At least 12 setup volunteers are needed, 14-20 is recommended.
 - iii. AndyMark Inc. is not responsible for delays in gameplay or public schedule due to a lack of setup volunteers such as in cases of 3.ii.1.
 - iv. 10 able-bodied volunteers, including at least two adults, are required for unloading and packing the AndyMark Inc. truck. These volunteers should be capable of heavy lifting/pushing as road cases weigh in excess of 700 pounds. This crew will follow the direction of AndyMark Inc. staff.
- b. FTAs have the final authority on setup and teardown.
- c. For the duration of setting up and tearing down of CHARGED UP. AndyMark Inc. will provide at least 1 person to lead the setup/teardown unless the event has sourced its own FTA.

4. Field Electronics & IT

a. Requirements

- i. A trained FTA (*FIRST* Technical Advisor) is required by *FIRST* to be present for any event using Field Electronics. This individual, if not sourced via AndyMark Inc. must be present from the beginning of setup to the completion of the teardown.
 - ii. Two, 110-120V AC 15 Amp power drops or equivalent, three preferred, on the side of the field at approximately mid-field. This power source should be separate from pit power or other devices.
 - iii. The event is responsible for providing extension cords and/or power connections to the fields' scoring table.
- b. The Field Electronics includes all components needed for:
- i. 2023 Automatic Scoring
 - ii. Robot Connection
 - iii. Tournament Management
 - iv. Referee Tablets
- c. The field should be placed in an area where there are limited Wi-Fi access points and no rogue detection equipment that could shut down robot operation. Local IT administrator contacts for troubleshooting are helpful. Check with facility staff about disabling nearby access points.
- d. If nearby wireless networks are not disabled robot connectivity may be affected.
- e. AndyMark is not responsible for setting up the event to sync with *FIRST*'s website, The Blue Alliance, or other scorekeeping services.
- i. <https://frc-events.firstinspires.org/services/OffSeasonEvent>
 - ii. <https://www.thebluealliance.com/add-data>
 - iii. For event sync, Internet connectivity is required to the FMS, and the event is responsible for providing this internet connection via ethernet cable to the fields scoring table. The field cannot connect to the internet via Wi-Fi
- f. AndyMark Inc. will provide no audio or visual equipment. This includes projectors or audience display screens.

5. FTA Leadership

a. Requirements

- i. A trained FTA is required for leading the setup, technical operation, and tear-down of the CHARGED UP field. FTAs are available from AndyMark Inc. at a price of \$600 per event per FTA for only 2 days. If additional days are needed, then a charge of \$400 per day for each FTA is required.
- ii. If a non-AndyMark Inc. FTA is sourced, the event coordinator must provide the contact information for this FTA. This person must be certified by FIRST HQ for the current season of gameplay. AndyMark Inc. must approve the FTA selected by the event.

6. Event Leadership and Key Roles

a. Requirements

- i. The event coordinator is responsible for leading the event operation and ensuring key roles and volunteers are filled. This individual must be reachable via phone the day prior to setup through the end of the event teardown.
- ii. These volunteer roles are a minimum amount required in order to conduct an off-season FRC event.
 1. Head Referee - In charge of referee crew
 2. Referees x 4 minimum (5 is suggested)
 3. Scorekeeper - Manages FMS software (This is NOT the same as an official scorer or referee)
 4. Field Supervisor - Leads field repair and reset crew
 5. Field Reset x 8 minimum (12 is suggested)
 6. Lead Queuer - Aids team timely arrival to the field for matches
 7. Queuing Staff x 2 minimum (3-4 is suggested)
- b. These volunteer roles are strongly suggested to be in place in order to operate a successful event.
 - i. Master of Ceremonies
 - ii. Announcer
 - iii. Volunteer Coordinator
 - iv. DJ
 - v. Facility Coordinator
- c. The FTA supplied by AndyMark Inc. will not perform any roles outside of FTA.

7. Logistics

- a. A recommended minimum of 12 teams for events requesting a full competition field and tournament.
- b. Any game rule changes for the event should be sent to AndyMark Inc. as early as possible for review. At the latest, we will discuss rule changes 2 weeks prior to the event.
 - i. AndyMark Inc. will attempt to accommodate game rule changes but may not be able to facilitate all requests.
 - ii. AndyMark Inc. has no control over the CHARGED UP scoring software.
 - iii. AndyMark Inc. may respond to these rule changes with a “no”.
- c. The FTA should be provided with the following by the time of setup:
 - i. Team List
 - ii. Public Event Schedule
- d. Due to volunteer resources and the timing of your event, AndyMark Inc. may not be able to accommodate all requests for specific:
 - i. Matches Per Team
 - ii. Match Cycle Times

8. Contract Breach

- a. If terms of this contract are not fulfilled, AndyMark Inc. reserves the right to apply these measures:
 - i. Apply additional charges for event facilitation and management for spending more time to expedite the operation of the event or transporting additional personnel to the event. This charge may be up to \$3,000.
 1. Examples include: failing to source items including but not limited to carpet, game pieces, and field perimeter after electing not to have AndyMark Inc. bring them.
 - ii. Deny future facilitation of events.
 - iii. An event could be canceled.

9. Force Majeure

- a. It is understood that cancellations by companies 14 days prior to the event will forfeit the initial deposit. Cancellations inside the 14-day cancellation policy will forfeit entire monies collected and may be subject to loss of ability to hold off-season events with AndyMark Inc. in the future.
- b. AndyMark Inc. rules and regulations apply to this Agreement.
- c. This Agreement is contingent upon the ability of AndyMark Inc. to perform the same and is subject to strikes, labor disputes, accidents, pandemics, epidemics or quarantine, acts of God or other causes beyond its control, and if any such event shall occur, AndyMark Inc. shall not be liable beyond the amount paid by event coordinator for the event reserved.
- d. FIRST & AndyMark makes no warranty, express or implied, to Host Organization regarding the Loaned Equipment. Host Organization shall promptly notify AndyMark of any malfunction of, or damage to, the Loaned Equipment. AndyMark shall make reasonable efforts to attempt to assist Host Organization to address any malfunction, but AndyMark & FIRST shall have no liability to Host Organization because of any malfunction or other dissatisfaction of the Host Organization with the Loaned Equipment.
- e. AndyMark Inc. reserves the right to substitute similar or comparable accommodations for any product or game pieces whose substitution shall be deemed by the event coordinator as full performance under this agreement.
- f. In the event that this Agreement is signed in the name of a corporation, partnership, association, club, or society, the person signing this Agreement represents to AndyMark Inc. that he or she has full authority to sign such contract.
- g. The Event Coordinator agrees to pay any and all attorney's fees and court costs sustained or incurred by AndyMark Inc. in collecting any amounts which are owed to AndyMark Inc. pursuant to this Agreement.
- h. In the event of breach of this agreement by the event coordinator, AndyMark Inc. reserves the right to cancel this agreement without notice and without liability. The amount deposited by the event coordinator shall be retained by AndyMark Inc. as liquidated damages, but the retainage shall not preclude AndyMark Inc. from recovering any additional damages sustained as reason for any breach of the Agreement including attorney's fees and costs.
- i. In emergencies and other extraordinary situations (such as, for example, threats to health and safety), FIRST may, at the discretion of FIRST and without liability to Host Organization, require changes related to use of the Loaned Equipment, including, without limitation, requiring early return of the Loaned Equipment. Host Organization shall make all reasonable efforts to comply with such requirements.

Services & Total Cost

Primary Field Components

- \$500 - Field Perimeter
 - Includes gaffers tape, cable ties, and tools needed for assembly
 - This does NOT include gaffers tape for queuing or other event uses
- \$300 - Field Electronics
- \$250 - Used Playing Field Carpet
 - Two individual rolls with a total size of ~30'x74'

Game Specific Components

- \$700 - All CHARGED UP Field Components Needed for Event
 - This does not include spare or practice field components.

Game Pieces

- \$0 - My event will provide a full field set of CONES (64) and CUBES (50)
- \$300 - My event would like to rent a full field set of CONES (64) and purchase a complete set of CUBES (50)

FIRST Technical Adviser (One is required for any event using Field Electronics)

- \$0 - Event Sourced FTA
 - Their name is _____.
 - Their Email is _____.
- \$700 - AndyMark Inc. Provided Primary FTA
 - The assigned Primary AndyMark Inc. FTA is _____.
- \$700 - AndyMark Inc. Provided Secondary FTA
 - The assigned Secondary AndyMark Inc. FTA is _____.

Logistics

- Mileage - _____ miles x \$2.65 = \$_____.
 - AndyMark Inc. will transport the field at a rate of \$2.65 per mile. The distance will be calculated on a round trip from 1900 E North St, Kokomo, IN 46901 to your venue and back.
- Additional Days - _____ days x \$400 = \$_____.
 - Off season events are considered to be one setup day and one competition day. Any additional setup and or competition days requiring AndyMark Inc. staff to be present will cost \$400 per day.
 - Any setup starting after 10am will incur this \$400 fee

FTA Services Deposit

If your event already has a full CHARGED UP field and needs FTA services only, a \$200 deposit will be required with the contract.

Full Field Services Deposit

For events using more than just FTA services \$500 or 10% of the total cost, whichever is greater.

Total Cost: \$0
Deposit: \$0
Final Cost: \$0 (Up to Seven Days After Event)
 \$0 (Seven Days After Event to 30 Days After Event +10%)
 \$0 (Beyond 30 Days After Event and Later +20%)

Event Details, Submission, and Signature

Event Name:	
Event Setup Date and Start Time:	
Event Start and End Dates:	
Event Address:	
Event Coordinator Name:	
Event Coordinator Email:	
Event Coordinator Phone:	

Signing this signifies you agree with the terms and services chosen laid out above. To officially reserve an event, AndyMark Inc. requires this contract signed by the event coordinator, and receipt of the non-refundable deposit. Upon receipt of the contract from AndyMark Inc., the event coordinator is responsible for reviewing.

Scan and send the completed contract to offseason@andymark.com with your signature or fax to 765-868-4795, and send the deposit. With a deposit received and barring no issues with or changes to the contract, AndyMark Inc. will sign the contract and return to the event coordinator confirming AndyMark Inc. commitment to the event.

If you are uncertain about services needed or have questions about contract terms, please contact AndyMark Inc.

Event Coordinator

Printed Name

Date

Signed Name

Email Address

AndyMark Inc. Representative

Printed Name

Date

Signed Name

Email Address