



HOSTING BID CRITERIA FOR EQUESTRIAN CANADA HUNTER/JUMPER NATIONAL CHAMPIONSHIPS

January 2024

RECITALS

Equestrian Canada (EC) is the governing body of equestrian sports in Canada and as such is responsible for the commercialization of EC assets and properties and the sanctioning and conduct of its members' licensed horse events.

The Jumping Committee (JC) is an EC committee delegated authority to provide strategic guidance and counsel for the development of hunter/jumper in Canada. JC will review all bids to host the Championships.

EC owns all rights, title and interest in and to the national championships for each of its divisions outlined in the EC rulebook, including without limitation for hunters, jumpers and equitation and owns all rights to the Canadian Show Jumping Championships, CET Medal and JC Medal, U25 Championships as set out in the EC rulebook.

The winning bid will have exclusive rights to host the Championships for the divisions outlined in the EC rulebook, including the use of the phrase "Canadian Show Jumping Champion", "U-25 Champion" as well as the right to award the CET and JC Medals in accordance with criteria approved by EC.

PURPOSE:

These criteria have been developed as a guideline for any potential bidders to host EC National Championships. The OC shall demonstrate how the minimum standards as set forth in these criteria will be met.

GENERAL:

EC is the national governing body of equestrian sport in Canada. As the national federation, EC has the responsibility not only to support all efforts toward international growth and the strengthening of Canada's position in equestrian sport but also, to protect its stakeholders and the position of the Canadian Equestrian Industry in general. The Canadian Championships are a valued, long-standing property of EC and it is in its interests to make sure that the Championships represents excellence in all aspects of the sport.

These criteria are established to ensure that all existing and identified potential risks are addressed and to provide EC with the opportunity to evaluate and compare all bids. It is understood that not all risks can be identified in one document, but it is expected that the spirit of this document be carried forward to all correspondence and discussions related to this endeavour.



GENERAL CRITERIA:

EC requires complete details of the proposed bid, including proposed dates, support of stewards, any support required from EC, and any deviations from EC requirements outlined in the Rulebook or the Host Agreement, as well as on the following:

A) INFORMATION ON THE COMPETITION AREAS, THE WARM-UP AREAS, STABLING, ETC.

Any area where an equine athlete will be exercising and working/competing. Detail must include number of areas of each type, footing or base, and dimensions. The OC must demonstrate that there will be sufficient capacity in the warm-up and schooling areas for all athletes. Demonstrated quality and performance of footing will be considered. (A copy of a site plan for the hosting location showing competition rings, stabling, warm up areas, food service, veterinary services; etc., is desirable.)

B) MEDICAL PREPAREDNESS PLAN

Details on the equine medical facilities, testing areas with emphasis on security measures. In addition, any biosecurity requirements relating to COVID or other such environmental concerns shall be presented in compliance with EC requirements.

C) SPONSORSHIP AND ADVERTISING

Details on the guarantees the OC has in place currently as well as a copy of the sponsorship and advertising plan, including any proposed partnerships with EC to attract additional sponsors. As a guide, it is anticipated that the Canadian Show Jumping Championship classes should offer a MINIMUM of \$125,000 in total prize money, with the final class offering a MINIMUM of \$100,000.

D) MEDIA

Details from proposed broadcasters as well as print and web media outlets that include assurances that all publications will be provided in both official languages of Canada. Confirmation that the successful bidder will provide to EC (at least) two 30 second spots in any TV Broadcasting of each Championship Class held. In addition, confirmation that EC name and logo will be used in all print, television, digital or other media regarding the Championship.

E) SECURITY

Details that include the number of security staff for the public, the competitors (human and equine), sponsors, visiting dignitaries, FEI or EC officials, etc.



F) ADMINISTRATION

Bids should include details regarding the past experience of the Organizing Committee with regard to hosting comparable events. The experience and capacity of the office support staff should be included.

G) FINANCE

Assurances must be given that all expenses related to the Championships will be covered by revenue generated from the event. A guarantee must be provided by the OC that all prize money will be paid as stated in the approved bid.

H) ACCEPTANCE OF COMPETITORS

The Canadian Show Jumping Championships is a showcase of excellence as well as an aspirational goal for the next tier of future stars. As such, the OC must commit to accepting a minimum of 25 entries into the Championship. At the request of the OC, the minimum number may be reduced in a given year at the sole discretion of the Jumping High-Performance Advisory Group. The Championship is to be closed: that is, open only to Canadian Citizens.

Entry to all classes and divisions will be based off program criteria and the EC National Rankings.

I) ADVANTAGE

Details of how your organizing committee feels that this bid has a competitive advantage and/or disadvantage over other possible bidders.

J) TERM

The term shall be for three (3) years representing the 2024 - 2026 seasons only.

K) LEGACY

What does the OC plan to provide as a legacy, if any, to the equine industry in Canada following the Championships?

L) DIVERSITY

When entering new contracts, EC requires that OCs describe their commitments to diversity and equitable and inclusive practices in writing. Please include this information in the bid.

CONCLUSION

In order for a bid to host to be considered, all of the above criteria as well as the spirit of their definition needs to be satisfied. EC will only support bids or applications that provide full documentation as required, full cooperation



and synergy as required as well as accountability for the unspecified events that may occur in relation with such an important Championships.

The successful bidder will be required to sign a host agreement, in form substantially similar to the Host Agreement attached as Schedule A. The bidder should bring any anticipated non-compliance to the attention of EC in the bid documentation submitted.

EC reserves the right to unconditionally withhold support if any of the criteria are not met to the satisfaction of EC or its representatives. EC further reserves the right to revoke the allocation of the Championship if, in their sole opinion, the Organizing Committee materially departs from the commitments made in the application bid.

Bid packages should be returned to competitions@equestrian.ca no later than February 16th.



NATIONAL HUNTER JUMPER CHAMPIONSHIPS HOST AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2024.

BETWEEN:

EQUINE CANADA operating as EQUESTRIAN CANADA, a corporation existing under the *Canada Not-for-Profit Corporations Act*, with a registered address at c/o House of Sport, 2451 Riverside Drive, Ottawa, Ontario K1H 7X7 CANADA

(Hereinafter sometimes referred to as “EC”)

AND

NAME

(Hereinafter sometimes referred to as the “Organizer”)

RECITALS

- A. EC is the governing body of equestrian sports in Canada and as such is responsible for the commercialization of EC assets and properties and the sanctioning and conduct of its members’ licensed horse events.
- B. EC owns all rights, title and interest in and to the national championships for each of its divisions outlined in the EC Rulebook, including without limitation for hunters, jumpers, equitation, CET Medal and JC Medal.
- C. The Organizer is recognized by EC as a licensed competition organizer and is desirous of holding events to determine national champions.
- D. It is desirable and in the interests of the parties hereto to enter into this Agreement outlining their respective rights and obligations with respect to the 2023 national championships (the “Championships”).

NOW THEREFORE for the valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Award.** EC hereby grants to the Organizer the exclusive rights to host the Championships for the divisions outlined in the EC Rule Book Articles G302 and G609. The Championships shall be conducted in association with a Gold competition to be held at the _____ facilities on _____.



2. **Term.** The term of this Agreement shall be for three (3) years representing the 2024-2026 seasons only and shall terminate on December 31, 2026 unless sooner terminated pursuant to Section 17.
3. **Championship Dates.** The Championships will be held between _____.
4. **Title Sponsorship.** EC hereby grants to the Organizer certain rights to the Championships (including all income arising from exploitation of such rights). Any rights not explicitly granted by EC under this Agreement or in compliance with the CAP, shall be retained by EC. Any Title or Presenting Sponsorship shall be approved by EC. The event shall be called the *Equestrian Canada National Championships* and in the case of a title sponsorship, the *Equestrian Canada National Championships presented by TITLE SPONSOR*.
5. **Compliance with EC Rules.** The Organizer agrees to comply fully with all applicable EC Rules, regulations and policies, including without limitation the Competition Administration Policy (“CAP”). The Organizer will ensure that the Championships are hosted and conducted, in accordance with all such rules, regulations, policies and requirements.
6. **EC Approval.** The Organizer shall submit all information in accordance with the CAP, including all the events to be held, the entry forms and the prize money to be submitted to EC for approval on or before the earlier of (i) the date set out in the CAP and (ii) at least 60 days in advance of the hosting of the Championships. The Organizer may hold other events in addition to those divisions outlined in the EC Rulebook, provided such events do not impact on the obligations of EC outlined in this Agreement and are in compliance with the program approved under the CAP. Any promotional material for the Championships shall be submitted by the Organizer to EC for approval at least 24 hours prior to any publication. EC shall have 24 hours from the date of receipt of such information to provide comment or changes to the Organizer. Failure of EC to provide any comments or required changes within such 24 hour period shall constitute approval of such material.
7. **Waiver of License Fee.** The Organizer recognizes the commercial value of the properties being granted hereunder and acknowledges EC’s right to charge a licensing fee. For 2023, EC agrees to waive the requirement for the Organizer to pay any licensing fee relating to such properties for the term of this Agreement.
8. **Indemnification.** The Organizer agrees to indemnify, defend, hold harmless and exempt EC and its affiliates, members, officers, directors, agents, representatives, employees and contractors (collectively, “Indemnitees”), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits and claims (including reasonable attorneys’ fees) by any third party (collectively, “Claims”) due to or arising out of the hosting of the Championships, including without limitation all costs, loss of revenue or damages resulting from an act or omission of the Organizer or any officer, member, director, employee, consultant, agent, contractor or other representative relating to the Championships, including but not limited to force majeure. No admission of liability will be made by EC for damages to be paid to third parties. Further, the Organizer hereby waives any Claim



against the Indemnitees for any damages, including all costs, loss of revenue or other damages, resulting from all acts or omissions of the Indemnitees relating to the Championships, including but not limited to force majeure, as well as any performance, non-performance, violation or termination of this Agreement by an Indemnitee.

9. **Force Majeure.** Neither EC nor the Organizer shall be in breach of this Agreement to the extent that they are prevented from performing their obligations due to circumstances beyond their reasonable control. However, the affected party shall notify the other parties of the circumstances and shall take all the necessary steps to resume full performance as soon as possible. Without prejudice to the above, EC shall have the right to terminate this Agreement in the event that such a delay lasts for more than ninety (90) days.
10. **EC Obligations.** EC shall have the following obligations:
 - (a) *Identification of Stewards.* EC shall identify and select the necessary Stewards required for the hosting of the Championships. The Organizer shall pay all costs relating to such Stewards, including any costs of travel, lodging, meals, per diem and incidentals as required. If EC fails to select sufficient Stewards for the Championships, the Organizer may contract with such Stewards.
 - (b) *Approval of Promotional Material.* Any news releases or other public release of information by the Organizer relating to the Championships shall be submitted to EC for approval at least 24 hours prior to release. If EC does not provide any comments or changes required prior to the time of release, the material shall be deemed to be approved by EC.
 - (c) *Recognition of Champions.* EC shall recognize in a press release the winners of each of the main recognized championship divisions, such as CDN Show Jumping Championships, CET & JC Medal, U25.
 - (d) *Support.* EC shall support the Championship competitions at the Organizer's facilities by publicizing the event to the best of its ability. EC agrees to promote the Championships as the premiere event held exclusively for Canadian Hunter/Jumpers. Publicity shall include, but is not limited to, reference to the event in EC publications and inclusion in any athlete profiles, where applicable, of the fact that the competitor has won the applicable National Championship. EC will endeavor to make available an EC representative to present awards. The Organizer will also highlight the Championships in advance as a unique prestigious event through all available media outlets. The Organizer will also work with EC to publicize the events through its regular media outlets and in all official publications.
11. This Agreement, while in effect, does not limit in any fashion EC from exploiting any of its commercial properties and intellectual property assets not expressly granted to the Organizer. More specifically, EC may enter into other agreements with sponsors, or licensed competitions, who may wish to name a champion or make awards to a rider, horse, or horse/rider combination in a sanctioned event to which they have contributed prize money. Notwithstanding the foregoing, EC, while this Agreement is in effect, will not enter into any agreements with sponsors that intend to have a presence at the



Championships if such proposed sponsors will be in conflict with the written sponsorship arrangements of the Organizer in existence on the date this Agreement is executed.

12. Obligations of the Organizer. The Organizer shall have the following obligations:

- (a) *Financial Obligations.* All expenses of the Championships shall be the responsibility of the Organizer. For avoidance of doubt, all officials required for the conduct of the Championships shall be the responsibility of the Organizer, save and except with respect to the identification of the Stewards required for the conduct of the Championships.
- (b) *Entry for EC Personnel.* All EC designated personnel shall be admitted to the facilities of the Organizer without cost. EC shall receive ten (10) tickets to the Championship events. The Organizer agrees to cooperate with EC in the hosting of the Championships and to use the Organizer's best efforts to conduct the Championships in compliance with the requirements of EC.
- (c) *Inclusion of EC Logo.* Any promotion of the Championships must identify that it is being conducted in partnership with EC. Any promotion or signage, including any programs, website or advertisements must include the logo of EC, in the form provided by the EC Communications Department, and wording acknowledging EC as a partner for the Championships.
- (d) *Streaming of Championships.* The Organizer acknowledges that EC owns all broadcasting rights with respect to the Championships (whether now existing or hereafter devised). EC grants to the Organizer the right to broadcast or have broadcast in Canada, and around the world, in any and all media for the Championships. The Organizer shall provide, at its own cost, a feed to stream the Championships and shall permit EC at no cost to access such feed for the Championships.
- (e) *Use of Marks.* The Organizer shall not use, and shall ensure that third parties with whom it contracts do not use, any trademarks or branding items of EC including without limitation the EC Logo (the "Marks") in any manner contrary to public morals or which may compromise or reflect unfavourably upon the good name, reputation and image of EC or the Championships or is in any manner liable to result in unauthorised use of the Marks or to jeopardise EC's rights therein. The Organizer shall, at its own cost and subject to the prior written approval of EC, have the right to take any action in relation to the protection and enforcement of the Marks.
- (f) *Development of IP.* The Organizer acknowledges that any rights to identifying marks relating to the Championships, belong to EC and agrees to assign and hereby assigns any and all rights to which the Organizer has or develops rights in. Specifically, the Organizer undertakes that any and all rights in artistic or intellectual works, creations, trademarks or logos developed by or on behalf of the Organizer in connection with and/or on the occasion of the Championships shall be vested in and remain in the absolute ownership of EC. Notwithstanding any local or national laws or international arrangements or treaties, and notwithstanding any right to such works, creations, trademarks or logos granted to the Organizer by virtue of such laws, arrangements or treaties, all such rights shall be deemed to have been granted to the Organizer



in a fiduciary capacity for EC's beneficial interest. At EC's request, the Organizer shall forthwith formally assign to EC, with only a nominal consideration therefor (if required), all such rights in such artistic or intellectual works, creations, trademarks and logos and shall also execute or cause to be executed all other documents and complete all registration and/or other formalities as may be required by any applicable laws for the purposes of vesting such rights in EC absolutely. The Organizer shall also ensure that any individual or entity involved in the creation of all such works referenced above shall have signed a copyright or other assignment in form and substance satisfactory to EC prior to doing any such work.

13. **Entries.** The Organizer will work with EC to establish the qualifying criteria for those competitors wishing to be accepted into the Championship competition to compete. All riders in good standing with EC who meet these criteria will be accepted into the Championship. Invitation to the Championships will be based from the EC National Rankings.
14. **Prizes.** The Organizer shall comply with the minimum required prize money in accordance with the CAP. Additional prizes and awards may be given to Championship winners and runners up at the discretion of the Organizer. The organizer shall supply ribbons & coolers, for jumping programs such as CET/JC, and awards (silver plates) for J/A Champion, Canadian Champion and U25 Champion. EC and the Organizer will work cooperatively in an effort to avoid any conflict with any existing sponsorship obligation of the Organizer. EC will inform the Organizer of any potential sponsors that are being solicited to ensure there are no conflicts.
15. **EC Signage.** The Organizer agrees to provide appropriate and tasteful in-ring signage (minimum of 4) placed strategically around the competition ring/arena at the event using the electronic file provided by EC Communications Department to produce such signage. The Organizer further agrees to incorporate an EC signature fence into the design of the National Championship courses.
16. **Insurance.** The Organizer shall secure and maintain, at its cost, adequate insurance covering the risks relating to the hosting and staging of the Championships and in no event less than the amount required by the CAP.
17. **Termination.**
 - (a) **By EC.** This Agreement may be terminated immediately, in EC's sole discretion:
 - (i) if the Organizer is not an EC-sanctioned competition in good standing pursuant to the current rules and policies of EC;
 - (ii) If the Organizer is otherwise in breach of any provision of this Agreement and has failed to correct it or is unable to correct it within 10 days of EC providing notice of the breach.
 - (b) **On Consent.** This Agreement may be terminated on the mutual consent of the parties.
18. **Caveat.** EC's obligations under this Agreement are contingent upon the Organizer performing all of its obligations under this Agreement. In the event that the Organizer has defaulted in its obligations then,



in addition to any other remedy available at law or equity or hereunder, EC may withhold the performance of its obligations until such breach is cured to EC's satisfaction.

19. **Confidentiality.** This Agreement and the documents referred to in it are confidential and the parties agree to take all necessary measures to preserve such confidentiality unless disclosure is required by law. None of the parties may disclose any of the same to any other person other than its employees, directors, volunteers and appropriate governmental agencies on a "need to know" basis nor use the same for any purpose other than the performance of its obligations and exercise of its rights under this Agreement. The duty of the parties under this clause shall survive the expiry or earlier termination of this Agreement.
20. **Binding Nature.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators and permitted assigns. This agreement may not be assigned by either party without the consent in writing of the other party.
21. **Entire Agreement.** This Agreement and the documents referenced herein constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous understandings, negotiations and proposals.
22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the laws of Canada applicable therein. Any dispute concerning its validity, interpretation or performance shall be determined exclusively in the Courts in the Province of Ontario or Federal Courts available therein.
23. **Severability:** If any provision of this Agreement shall be held to be illegal or unenforceable, in whole or part, the parties will agree in good faith an amendment to that provision to make it valid and legal reflecting as much as possible their original intent. The validity and enforceability of the rest of the Agreement shall be unaffected.
24. **Construction.** Each of the parties hereby agrees that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.
25. **Cooperation.** The parties agree to work cooperatively together for the Championships and to carry out the intent of this Agreement. Each of the parties to this Agreement agrees to execute such documents and agreements and to do such other things as may be reasonably necessary or desirable to carry out the provisions and purposes of this Agreement and for the conduct of the Championships.

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SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF THE PARTIES hereto have executed this agreement on the date above written.

EQUINE CANADA o/a EQUESTRIAN CANADA

Per:

EC

I have authority to bind the corporation.

Host Organization :

Per:

Organizer

I have authority to bind the corporation.