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## 2022 Season

## **VFW Backyard Contest Sanctioning Application and Agreement**

Please complete and return this packet to:

**Kansas City Barbeque Society** 

MAIL-IN OPTION: 2519 Madison Ave, Suite 100, Kansas City, MO 64108

**EMAIL OPTION: Contest@kcbs.us** 

Checks can be mailed to the office at address above.

If paying via PayPal; send to <a href="mailto:shawkins@kcbs.us">shawkins@kcbs.us</a> and include Contest City, State and Date

Questions: Call 816.765.5891

Once we receive your <u>completed application packet</u> and the minimum \$250 sanctioning deposit, we will process your application and if approved, email you notice of approval. Your contest will then be posted on our website. PRINT LEGIBLY—your upcoming event listing depends on it!

be posted on our website. PRINT LEGIBL	Y—your upcoming event listing	depends on it!
Contest Name:		
Contest Address	City/State:	Zip:
Contest dates (Set up day/Turn in Day)_		
Contest Web Site:		
Contest Held in Conjunction With:		
Contest Benefiting (If Applicable):		
Is this a new contest? YES NO		
*Existing Contests: If you need to change	the date of your contest, please	explain your reasons below.
Would you like to host a Certified Barbeque Jud Would you like to donate a free entry to your co		following year? YES NO
Are you having a Kids Q contest?YESI	<del>-</del>	123 <u></u> 143
Would you like to use the KCBS website Judges S		
If you would like to request KCBS Contest Repre	-	ommodate; but it is not guaranteed.
Requested KCBS Contest Representative	• •	
1 <sup>st</sup> :		
Contest Organizer Name and Company:		
Address:		
City:		
Contact Name:		
Email:	Phone:	
Event Promoter Name and Company:		
(If Separate from Contest Organizer; N/A if	same)	
Address:		
City:		Zip:
Contact Name:		
Fmail·	Phone:	

Team Contact Person				
City		State	Zip	
Telephone (Day)	Fax	Cell		
Email				
Judges Contact Name:				
City		State	Zip	
Telephone (Day)	Fax	Cell		
Email				
How did you hear about K				
By signing below, Conterpresentatives, hereby (i) certifies that the informat correct, and (iii) acknowle legally bound by, the attack Regulations and Judging	applies to receive sai ion provided in this S dges that Organizer h thed Terms and Condi	nctioning by KCBS of anctioning Applications and received, read a tions, the KCBS Org	the above-mentioned on is complete, accurated and understands, and a mizers' Guide, and the	contest, (ii) te, true and grees to be <u>KCBS Rules</u>
Contest Organizer				
Ву:		Date:		
(Signa	ture)			
Name:				
(Prin				
Title:				

## Please read each of the following terms and conditions carefully

- 1. Organizer understands and agrees to the terms and conditions as outlined in the Agreement for sanctioning of Organizer's contest.
- 2. Organizer understands that the Sanctioning Application must be received by KCBS a minimum of 90 days prior to the contest date.
- 3. Organizer agrees to submit to KCBS a minimum of 90 days prior to the contest a list of all cash prizes and other prizes to be awarded at the contest ("Prize Letter"). Guarantee and pay prize monies as published/advertised to at least 5 places for each category plus a Reserve Grand Champion and Grand Champion. Organizer unconditionally and irrevocably guarantees to KCBS, as the primary obligor and not as a surety, the full and punctual payment and provision of the prizes set forth in the Prize Letter. The prizes may not be reduced or otherwise altered after sanctioning and advertising are approved. KCBS will only post total cash award amounts and will not include non-monetary amounts.
- 4. There are times when circumstances make it impossible to comply, such as the loss of a sponsor. Therefore, it is the policy of KCBS that any time prior to 90 days from the date of the contest, Organizer may seek approval from KCBS, in its sole and absolute discretion, a modification to the cash prize money, upon the following terms:
  - a. Organizer must in writing, state the cause for the modification.
  - b. All registered teams must be notified in writing (USPS) and by e-mail of the change and have an opportunity for a full refund, any time prior to 15 days before the contest date.
  - c. Immediately upon approval by KCBS, if any, all applications, advertising and websites of the contest, will in a bold and conspicuous manner advertise the change and reduction in cash prize money.
- 5. Organizer agrees to pay the balance due of all KCBS fees at the end of contest day.
- 6. Organizer agrees to pay the KCBS Contest Representative(s)' reimbursements at the end of contest day.
- 7. Organizer agrees to provide professional security for the protection of contestants and guests at all times during the event.
- 8. Organizer agrees to provide a Certificate of Insurance, a minimum of 90 days prior to the contest, with KCBS named on a certificate of insurance with a minimum of \$1,000,000.00/2,000,000.00.
- 9. Organizer agrees to send prize monies and contest results to teams within 10 days after contest day. (It is preferred that all prizes be awarded at the contest.)
- 10. Organizer is encouraged to use the official KCBS logo on all contest materials, including but not limited to: promotional items, advertisements, banners, signage, t-shirts and all other contest materials after sanctioning has been approved by KCBS.
- 11. Organizer agrees to provide to KCBS free of charge, a space accessible to the public in the cook area or near the judging area (up to a 60'x20') for the KCBS trailer and for KCBS to advertise, promote, and sell its products and services and to give away free samples from its national sponsors/partners, if requested by KCBS.
- 12. Organizer agrees to provide needed material and supplies requested by KCBS to run the contest. In addition, Organizer agrees to provide all support personnel required by the KCBS

- Contest Representative(s), including meat inspectors and volunteers to work in the judging area.
- 13. Organizer understands that contest organizers are encouraged to donate to KCBS one "free" entry for a team, to KCBS, which will be used to promote the contest at the KCBS Annual banquet.
- 14. If this is the first time the contest is to be sanctioned by KCBS, Organizer agrees to attend and work a contest prior to the contest listed below, and to provide KCBS with a certificate of attendance signed by Organizer a minimum of 30 days prior to the contest and/or write a detail contest plan to be submitted to and approved by KCBS.
- 15. It is understood, that the Agreement does not create a partnership. Organizer may not bind or contract on behalf of KCBS. KCBS agrees to provide Organizer with a proprietary set of contest rules, materials and the officials to conduct the judging portion of the contest. Organizer is responsible for all other issues concerning Organizer's event.
- 16. KCBS does not make any representation to Organizer, nor guarantee the profitability of any contest, by agreeing to provide sanctioning. Sanctioning does not guarantee the number of participants who will participate, and no representation has been made to Organizer.
- 17. Sanctioning requests are reviewed at the time they are received. Sanctioning approval is at the sole and absolute discretion of KCBS based on date availability, lead time, strength of application and supporting materials, availability of KCBS Contest Representative(s) and other factors.
- 18. The minimum sanctioning fee set forth in the Sanctioning Application must accompany the application before sanctioning request will be considered by KCBS. If the application is not approved, the fee will be refunded. The sanctioning fee is otherwise nonrefundable.
- 19. KCBS may immediately terminate the Agreement upon any violation of the Agreement by Organizer. In that event, KCBS will withdraw sanctioning and will not provide services to Organizer. Organizer will forfeit all monies and fees previously paid to KCBS.
- 20. Organizer agrees to waive, release and forever discharge and hold harmless KCBS and its directors, officers, employees, agents, representatives and volunteers, whether past, present or future ("Released Parties"), from any and all responsibility or liability for injuries, damages, costs or losses resulting from or arising out of the contest, whether caused by the negligent act or omission of a Released Party or otherwise.
  - The Agreement will be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the principles of conflicts of law thereof.

KCBS policy concerning sanctioning and date reservations for new and existing contest. Adopted May, 2008

Sanctioning: Selection of contest dates for next season.

**Existing contest:** KCBS will presume that all existing contests will sanction the same weekend again next year, on the *date* they held this year. KCBS will hold this date as a protected date until December 1<sup>st</sup> of each year. It shall be the obligation of the organizer to send in an application for sanctioning with the appropriate fee to arrive to the KCBS office by December 1<sup>st</sup>, in order to hold these dates, for the next season.

Should an organizer not send in sanctioning paperwork and fee into the KCBS office by December 1<sup>st</sup>, then when the sanctioning paperwork and fee is received, the contest will be reviewed as any other contest, new or old as the date selected, which may or may not be approved, based upon the contest sanctioning policy of KCBS.

**New Contest:** New contests may apply for sanctioning for the next year at any time. KCBS will consider the request presuming all existing contests will be sanctioned next year. If the contest would be approved with the presumption all existing contests will return, then sanctioning may be granted. Should the date requested be in conflict with the "presumed returning contest" then sanctioning shall not be granted until after December 1<sup>st</sup> and appropriate consideration.

This policy is not intended to change any of the policy concerning saturation and density of cooks when considering contests in a geographical area.

NOTICE: Sanctioning Fees are \$250.00 if a 2 – Meat Contest and \$300.00 if a 3-Meat Contest. Cost per team will be \$8.00 for a 2-Meat contest and \$10.00 for a 3-Meat contest.