

| KCBS Office Use Only |  |
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| Date Received:       |  |
| Paid:                |  |
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## **Kosher Series Contest Sanctioning Application and Agreement**

Please complete and return application to:

Kansas City Barbeque Society
2519 Madison Ave, Suite 100, Kansas City, Missouri 64108 or <a href="mailto:contest@kcbs.us">contest@kcbs.us</a>

Payments can be mailed to Kansas City Barbeque Society or paid via PayPal to <a href="maileo:shawkins@kcbs.us">shawkins@kcbs.us</a>. Please include contest city, state and date of contest. Please call 816.765.5891 with questions.

Once KCBS has received the <u>application</u> and <u>\$400 sanctioning deposit</u>, the application will be processed. If approved, the organizer will receive an email of approval and the contest will be posted on the KCBS website.

| Contest Name:                                       |       |
|---|-------|
| Address:  |       |
| City/State:   |       |
| Contest Dates (Set up Day/Turn in Day):             |       |
| Contest Website:                                    |       |
| Is this a new KCBS sanctioned contest? Yes          | No    |
| Will there be a KCBS Sanctioned Backyard Contest?Ye | es No |
| Will there be a Youth BBQ Contest? Yes No           |       |
| Would you like to use the KCBS Judges Signup? Yes _ | No    |
| Requested KCBS Contest Reps Name(s):                |       |

| Contest Organizer:  | Email:  |
|---|---|
| Company:  |   |
| Address:  |   |
| City/State/Zip:   |   |
| Phone (Day):  | (Cell):   |
| Team Contact:   | Email:  |
| Phone (Day):  | (Cell):   |
| ☐ Same as Contest Organizer   |   |
| Judge Contact:  | Email:  |
| Phone (Day):  | (Cell):   |
| ☐ Same as Contest Organizer   |   |
| ☐ Same as Team Contact  |   |
| Would you like information on hostin  | g a Certified Barbeque Judging Class? Yes No  |
| Donate a free entry to your contest a   | t our Annual Banquet? Yes No  |
| How did you hear about KCBS?  |   |
| representatives, hereby (i) applies to certifies that the information provid correct, and (iii) acknowledges that Orbound by, the attached Terms and Regulations and Judging Procedures ( | Agreement zer ("Organizer"), for Organizer and on behalf of Organizer's receive sanctioning by KCBS of the above-mentioned contest, (ii) ed in this Sanctioning Application is complete, accurate, true and rganizer has received, read and understands, and agrees to be legally Conditions, the KCBS Organizers' Guide, and the KCBS Rules & collectively, "Sanctioning Agreement" or "Agreement"). |
| Contest Organizer   |   |
| By:(Signature)  | Date:   |
|   | Title:  |
| (Print)   |   |

## **Terms & Conditions**

- 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 list of all cash prizes to be awarded at the contest ("Prize Letter"), a minimum of 90 days prior to the contest. Organizer unconditionally and irrevocably guarantees to KCBS, as the primary obligator 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 for KCBS categories and will not include non-monetary or non-KCBS category amounts. All monetary prizes must be paid in cash or with transferable financial documents (negotiable instruments).
- 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 30 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 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 provide a Certificate of Insurance, with KCBS listed as an additional insured, a minimum of 90 days prior to the contest, with minimum of \$1,000,000.00/\$2,000,000.00. Failure to provide proof of insurance does not relieve the contest from indemnifying KCBS in the event of a claim.
- 6. If requirements #3 and #5 (prize letter and/or insurance certificate with KCBS as an additional insured) cannot be met, the Organizer is responsible for communicating to KCBS in writing at least 90 days before the event why they cannot be met and when this information will be provided. Failure to provide any of this information in a timely manner is grounds for withdrawing sanctioning for the event, including not providing Contest Representatives.
- 7. Organizer agrees to pay the balance due of all KCBS fees at the end of contest day.
- 8. An additional processing fee of \$25 will be added to the total payment that will be collected at the end of the contest. Note: If a contest is a double-header, only one processing fee will be applied.
- 9. Organizer agrees to pay the KCBS Contest Representative(s)' reimbursements at the end of contest day.
- 10. Organizer agrees to provide security for the protection of contestants and guests at all times during the event.
- 11. 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.
- 12. 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.

- 13. 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.
- 14. 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.
- 15. 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.
- 16. First-time contest organizers or contest organizers hosting a first-time KCBS sanctioned contest agree to shadow a KCBS sanctioned contest at least 30 days prior to their contest. Additionally, they agree to provide KCBS with a completed New Contest Organizer-in-Training Form or write a detailed contest plan to be submitted and approved by KCBS.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 Contests Adopted May 2008/Revised October 2024

**Existing contest:** KCBS will presume all existing contests will return the following year on the same weekend of the month, closest to the same *date* the event was held. In order for KCBS to reserve a contest's weekend for the next year, the renewal application and related sanctioning fees must be received by December 1<sup>st</sup> of the current year.

If the appropriate sanctioning application and fees are not received by December 1<sup>st</sup>, the weekend will be open for other events to reserve, and the existing contest will be subject to the same KCBS sanctioning approval process as a new contest.

**New Contest:** New contests may apply for sanctioning at any time. KCBS will consider new events presuming all existing contests will return for the coming year. If there are no conflicts and all other requirements are satisfied, the new contest sanctioning may be granted. In the case that the requested date is in conflict with a "presumed returning contest," the sanctioning decision will be delayed until after the December 1<sup>st</sup> deadline for returning contests.

This policy is not intended to change any of the policies concerning saturation and density of teams when considering contests in a specific geographical location.