



ANNUAL SANCTIONING & SPORT OPERATIONS AGREEMENT

Badger State Games Official Sport License Agreement

Between Wausau/Central Wisconsin Sports Authority d/b/a Badger State Games and _____

This Annual Sanctioning & Sport Operations Agreement (“Agreement”) is entered into between the Wausau/Central Wisconsin Sports Authority, operator of the Badger State Games (“BSG”), and _____ (“Sport Partner”) for the operation of the _____ competition as an officially sanctioned Badger State Games sport.

This Agreement establishes a professional operating structure in which the Sport Partner independently manages registration and event operations while BSG provides recognized sanctioning authority, statewide platform value, insurance access, brand affiliation, marketing support, and standards oversight.

1. TERM OF AGREEMENT

This Agreement begins on _____ and ends on _____ unless earlier suspended, terminated, or renewed in writing.

Sport Partners in good standing may receive first opportunity to renew for the following year, subject to scheduling deadlines, performance standards, and BSG approval.

2. OFFICIAL STATUS / SANCTIONING

The Sport Partner is authorized to conduct the approved competition as an official Badger State Games event during the Agreement term.

The Sport Partner may use approved BSG names, logos, and marks solely for the sanctioned event and related approved promotion.



Badger State Games is the recognized and authorized Wisconsin pathway organization for qualification, selection, and participation opportunities connected to the National Congress of State Games / State Games of America structure. Only officially sanctioned Badger State Games events may be considered for such advancement opportunities, subject to national rules, roster limits, deadlines, and availability.

No organization may advertise, market, or represent an event as an official Badger State Games sport without prior written approval from BSG.

3. NATIONAL GAMES / STATE GAMES OF AMERICA

Where a sport is recognized by the national organization and qualification opportunities exist:

- **BSG may verify eligible top finishers or qualifying placements based on official results.**
- **Verification is subject to national rules, divisions, deadlines, and roster limits.**

BSG's role is limited to confirming qualifying placements.

BSG does not provide or guarantee:

- **National event registration**
- **Transportation**
- **Lodging**
- **Coaching**
- **Team management**
- **Financial assistance**
- **Travel planning**
- **Entry fees**

All national event participation decisions, expenses, and arrangements remain the sole responsibility of the athlete or participant.

Not all Badger State Games sports qualify for national participation. Eligibility depends on whether the national organization currently offers that sport, division, age group, or format.



4. NEW SPORT APPLICATIONS

Any club, commissioner, organization, league, or governing body seeking to create a new sanctioned Badger State Games sport must apply directly to BSG.

BSG retains authority within Wisconsin to:

- Approve or deny new sport applications
- Determine alignment with Games mission and standards
- Approve commissioners/operators
- Determine scheduling feasibility
- Determine use of BSG branding
- Determine eligibility for national pathways, where applicable

5. SPORT PARTNER RESPONSIBILITIES

A. Event Operations

Sport Partner shall:

- Plan, organize, and execute a safe, professional competition.
- Secure venue(s), officials, volunteers, staffing, equipment, and logistics.
- Operate in accordance with governing body rules and accepted standards.
- Deliver a participant experience consistent with the reputation of BSG.

B. Registration & Financial Management

Sport Partner shall:

- Select and operate its own registration platform.
- Collect and retain participant registration revenue.
- Manage refunds, postponements, cancellations, taxes, processor fees, chargebacks, and participant customer service.
- Maintain accurate participant records.

BSG does not provide a central registration platform and is not responsible for registration outages, payment disputes, processor errors, or refund obligations.



C. Participant Data Sharing

Within fourteen (14) days after the event, Sport Partner shall provide participant reporting data for approved BSG business purposes including Games promotion, communications, tourism impact reporting, and participant outreach.

For participants age 18 and older, where collected and legally permitted:

- Full Name
- Email Address
- City / State / ZIP
- Adult division / category

Participant data remains collected by Sport Partner; however, Sport Partner grants BSG a non-exclusive right to use approved fields for lawful Games promotion, communications, reporting, and related purposes.

BSG agrees to maintain commercially reasonable practices regarding data handling and lawful unsubscribe / opt-out procedures where required.

D. Compliance & Safety

Sport Partner shall:

- Use approved waiver language.
- Follow safety and risk management standards.
- Promptly report injuries, incidents, or claims.
- Follow venue, facility, and local legal requirements.



6. BADGER STATE GAMES RESPONSIBILITIES

BSG agrees to provide:

A. Brand & Marketing

- Official listing on BSG website
- Inclusion in Games marketing efforts at BSG discretion
- Cross-promotion where practical
- Access to approved logos and assets

B. Administrative Support

- Event standards guidance
- Best-practice consultation
- Participant growth suggestions
- Recommendations for third-party registration platforms upon request

C. Insurance Access

BSG maintains liability/event insurance structures and may extend coverage or facilitate approved event coverage for sanctioned sports in approved geographic locations and facilities, subject to carrier terms, exclusions, underwriting, venue acceptance, and event approval.

Current certificates reflect active liability coverage and additional insured structures.

Coverage is not automatic. Sport Partner must submit requested event details, participant estimates, dates, and venue requirements no later than thirty (30) days prior to the event unless otherwise approved.



7. PROGRAM FEES / PARTICIPANT TIER SYSTEM

Sport Partner shall pay the applicable Program Fee based on final participant count.

Participant Count	Program Fee
1-25	\$300
26-75	\$600
76-150	\$1,000
151-300	\$1,750
301+	\$2,500

Projected Tier: _____

If final counts exceed the declared tier, BSG may invoice the difference.

Payment Due Date: _____

Balances unpaid after thirty (30) days may incur a 1.5% monthly service charge and may result in suspension or denial of future sanctioning.



8. ADDITIONAL DIRECT COSTS

In addition to Program Fees, Sport Partner shall pay applicable direct costs.

A. Athlete Insurance Fee

Where insurance is provided through BSG or required through venue/facility arrangements, Sport Partner shall pay the assigned per-athlete insurance cost.

Rate: \$ _____ per participant

B. Medals / Awards

Actual cost of medals, ribbons, plaques, trophies, or approved awards.

Estimated Cost: \$ _____

Final medal quantities must be approved no later than _____ days prior to the event.

C. Other Approved Costs

Examples include facility rental, timing/scoring, specialty officials, vendor charges, equipment rental, or approved services.

Direct costs may be invoiced in advance, after the event, or partially both, at BSG discretion. Payment due within fifteen (15) days of invoice.



9. CASH PRIZES / TOURNAMENT PAYOUTS

Any sanctioned event offering cash prizes, guaranteed payouts, prize pools, or monetary awards must receive prior written approval from BSG.

Sport Partner shall be solely responsible for:

- Funding all payouts
- Compliance with tax and legal requirements
- Issuing tax forms where required
- Publishing payout rules clearly
- Resolving disputes related to winnings

BSG has no financial responsibility or liability for prize money, payouts, or tournament winnings.

BSG may deny or revoke sanctioning for payout models deemed misleading, financially risky, or inconsistent with the Games mission.

10. MERCHANDISE / APPAREL

If merchandise is sold using the BSG name, marks, or sanctioned event affiliation:

- Vendor must be approved by BSG.
- All artwork must receive prior written approval.
- No deviation from approved brand standards is permitted.
- Sport Partner or vendor shall remit 10% of gross merchandise sales to BSG within fourteen (14) days after the event.
- Sales documentation shall be provided.

11. MEDIA / PROMOTIONAL RIGHTS

Sport Partner grants BSG the right to use event names, results, non-confidential statistics, photographs, approved logos, and reasonable promotional content for future Games marketing, reporting, and archival purposes.



12. AUDIT / REPORTING RIGHTS

BSG may request reasonable supporting documentation regarding:

- **Final participant totals**
- **Merchandise sales**
- **Insurance counts**
- **Event dates and operations relevant to fee calculations**

Intentional underreporting may constitute default.

13. SPONSORSHIP CONFLICTS

Sport Partner may obtain local sponsors; however, no sponsorship may conflict with exclusive BSG category sponsors or statewide Games partners without prior written approval.

14. BRAND / CONDUCT PROTECTION

Sport Partner agrees not to engage in conduct or public communications materially harmful to the reputation of BSG.

A terminated or non-renewed Sport Partner may not imply continuing affiliation with BSG or use confusingly similar branding suggesting official Games status.

BSG reserves reasonable discretion regarding misuse of marks, reputation risk, or conduct inconsistent with Games standards.

15. DEFAULT / LOSS OF SANCTIONING

BSG may place the sport on probation, suspend, terminate, or decline renewal for reasons including:

- **Unsafe operations**
- **Repeated poor participant experience**
- **Non-payment**
- **Failure to provide required data**



- **Unauthorized branding or merchandise**
- **Misrepresentation**
- **Underreporting counts**
- **Reputational harm**
- **Violation of law, venue rules, or governing standards**
- **Failure to meet scheduling deadlines**

Upon termination, Sport Partner shall immediately cease use of BSG names, marks, and sanctioned status.

BSG may appoint another commissioner, club, organization, or operator for future years.

16. INDEPENDENT CONTRACTOR STATUS

Sport Partner is an independent contractor and not an employee, partner, or legal agent of BSG.

17. INDEMNIFICATION

Sport Partner shall indemnify and hold harmless BSG, the Wausau/Central Wisconsin Sports Authority, Wausau/Central Wisconsin Convention & Visitors Bureau, their board members, staff, volunteers, and affiliates from claims arising from Sport Partner operations, negligence, omissions, or misconduct.

18. FORCE MAJEURE

Neither party shall be liable for delays or inability to perform caused by weather, natural disaster, pandemic, government restriction, facility closure, labor disruption, or causes beyond reasonable control.

19. ENTIRE AGREEMENT

This document represents the entire agreement unless amended in writing and signed by both parties.



20. SIGNATURES

By signing below, the parties agree to all terms herein.

BADGER STATE GAMES / WAUSAU-CENTRAL WISCONSIN SPORTS AUTHORITY

Name: _____

Title: _____

Signature: _____

Date: _____

SPORT PARTNER

Organization: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CONTACT

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Badger State Games
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