

Basic Letter of Agreement
Concerning the Management and
Financial Responsibilities of Convention/Festival 20XX
(revised November 2008)

1.0 Terminology:

- .1 Canadian Square and Round Dance Society hereinafter referred to as `Society',
- .2 XXXX Square and Round Dance Federation hereinafter referred to as `Federation'
- .3 XXXX Square and Round Dance Association hereinafter referred to as `Association'
- .4 20XX Convention Organizing Committee hereinafter referred to as the `Committee'.
- .5 The word "Convention" or "Festival" may be chosen to describe the event by the hosting organization.

2.0 Introduction and Background:

- .1 This *Letter of Agreement* sets forth the areas of responsibility among; the Society, the Federation, the Association, and the Committee related to planning, organizing, directing and controlling the XXth Biennial Society Convention in XXXX during July XX, XX, and XX.
- .2 National Square and Round Dance Conventions in Canada have been held during even numbered years since 1978 when the first one was held at Edmonton.
- .3 After the bid for Convention 20XX from the Association was endorsed by the Federation, it was presented to and approved by the Society's Board of Directors.
- .4 All conventions prior to 1992 have made a profit ranging from \$20,000 to \$40,000. For the first five conventions the profits on registration, and, in some cases funds raised by Ways and Means Committees, were apportioned 75% for the Society and 25% for the Association. Commencing with Convention '90, the Society's policy was amended to apportion 15% of the gross registration fees rather than splitting the profits.
- .5 Since attendance could substantially be lower than forecast the possibility of a deficit rather than a profit could become a reality. A situation such as this raises concerns that relate to the present Society Regulation 5.5 which states;

The sharing of any deficit shall be negotiated by the Board of Directors and the hosting organization.

- .6 The purpose of this *Letter of Agreement* is to define more clearly the responsibilities of; Society, Federation, Association, and the Committee with regard to staging Convention 20XX as well as to define the apportionment of any associated profit or loss.

3.0 Articles of Agreement:

- .1 The **Society** agrees;
 - .1 Not to sanction any other convention in the year prior, the convention year, or the year after the convention, or any other event that would detract from Convention 20XX, and,
 - .2 To publish information supplied by the Convention on the Society website in order to provide a national means of advertising for Convention 20XX, and,
 - .3 To encourage 100% registration of its Board of Directors by two years before the Convention, and,
 - .4 That in the event of official notification from the Committee of a possible financial loss position, to participate in a Joint Action Committee that may make needed money saving changes in the proposed program, and,

- .5 To participate in the sharing of any loss incurred by the Convention, and,
- .6 To advance, as a non-interest forgivable loan, \$5000 to the Convention/Festival Host providing the terms of the Letter of Agreement that is signed between the Convention/Festival Host and Society are fully met.
- .7 To apply for any Federally related grants that may be available and forward such grant monies to the Committee as part of their operating revenue without conditions,

.2 The **Federation** agrees;

- .1 That in Convention year they will not sanction or promote any major dance that would precede Convention 20XX, and,
- .2 That they will actively promote Convention 20XX in their province from the date of this agreement until the staging of the Convention, and,
- .3 To encourage 100% registration by its Board of Directors at least three years prior to the Convention, and,
- .4 That within 10 days from the receipt of a potential financial loss to notify the President of the Society, and,
- .5 To participate in the sharing of any profit or loss incurred by Convention 20XX, and,
- .6 To apply for any Provincially related grants that may be available and forward such grant monies to the Committee as part of their operating revenue without conditions,
- .7 That in the event of official notification from the Committee of a possible financial loss position, to participate in a Joint Action Committee that may make any money saving changes in the proposed program, and,

.3 The **Association** agrees:

- .1 To establish and maintain a Convention Organizing Committee to plan, organize, direct and control Convention 20XX, and,
- .2 To establish a working relationship with the Committee that will permit the Convention Organizing Committee that freedom to stage Convention 20XX with minimal outside interference, while, at the same time, maintaining overall control, and,
- .3 To receive and monitor regular reports from the Convention Committee Chair at Association executive and general meetings, and,
- .4 That in the event of official notification from the Committee of a possible financial loss position, to participate in a Joint Action Committee meeting or meetings convened by the Association's Board of Directors, that includes Convention 20XX Committee, Federation and Society representatives to facilitate whatever money saving changes (see 1.6 and 1.7) necessary in the proposed program, and,
- .5 To appoint auditors for the financial records of Convention 20XX with related expenses to be paid from convention income, and,
- .6 To promote and publicize Convention 20XX through all available means from the date of this agreement until the commencement of the Convention, and,

- .7 To encourage 100% registration of its Board of Directors for at least three years before the Convention is staged, and,
- .8 Do their utmost to promote and encourage local dancer registration two years in advance of the Convention as a demonstrable show of support for Convention by the Association membership, and,
- .9 To participate in the sharing of any profit or loss incurred by the Convention Committee, and,
- .10 To apply for any related grants that may be available and forward such grant monies to the Committee as part of their operating revenue without conditions, and

.4 The **Committee** agrees:

- .1 To organize and conduct the Convention to the best of their ability to provide an enjoyable convention experience for the dancers while, at the same time, maintaining control of expenses, and,
- .2 To follow the Society Convention guidelines including the policy that every person attending the convention is required to pay a registration fee at the nationally advertised rate at the time of purchase, and,
- .3 To prepare a detailed organizational plan for the staging of the Convention, and,
- .4 To prepare a detailed Convention related budget outlining estimated income and expenses that includes any anticipated expenditures for `paid staff' or social functions, and,
- .5 To submit the proposed budget three years in advance to the Association for their approval and, after approval, to be bound by the approved budget, or submit a revised budget to the Association for approval, and,
- .6 To maintain proper financial records and submit the financial records as requested by the auditors appointed by the Association, and,
- .7 To reimburse Society, Federation, and Association all monies that were advanced as seed monies according to the schedules referenced in each above section, and,
- .8 To rank order the list of proposed programs and expenditures with the lowest quarter comprised of areas that could be eliminated if necessary to maintain at least a balanced budget, and,
- .9 To notify the Association immediately at any time it becomes apparent that the Convention may be a potential loss situation and to initiate budget reduction protocols in conjunction with the Joint Action Committee, and,
- .10 To recognize that the Association has the final responsibility for the direction and control of the Convention with the Federation and Society as consultants, and,
- .11 To supply information at least every six months for publishing to the Society's website,
- .12 To place suitable paid or complimentary advertisements in associated square dance publications that have either, local, regional, or international circulation, and,
- .13 To maintain harmonious relationships with Association, Federation, and Society

representatives and keep them informed of progress on a semi-annual schedule until the last six months before the convention when monthly updates are requested.

4.0 Sharing of Profit or Loss

- .1 Provided that the Convention makes a profit, the Convention Committee shall, by October 15th of the Convention year, disburse the profits according to the following schedule;
 - .1.1 Up to and including the first 15% of the registration fees payable to Society, minus any Society incurred expenditures, and
 - .1.2 Any residual balance divided equally between the Federation and the Association prior to closing the books of the Convention, and,
- .2 Providing that all parties have lived up to this agreement then any loss shall first be covered by the Society's 15% registration reserve. Any remaining loss shall be shared equally by the Society, the Federation, and the Association.
- .3 In the event that Society, Federation, Association, or Committee considers that one or more of the other parties have failed to live up to this agreement, then a request shall be made to the Societies Convention Coordination Chair who shall appoint the Chair of immediate preceding Convention to arbitrate the dispute with such arbitration to be binding on all parties. In the event that the immediate preceding Chair is not available, then, in order, the Chairs of previous Conventions shall be requested to act as arbitrator.
- .4 The appointed chair shall set a schedule, receive information, and make a determination on or before the next national convention. Funding for this process shall be provided by the party requesting it; however, the arbitrator shall have the power to apportion the costs as he or she sees fit.
- .5 In the event that the services of a previous chair cannot be obtained the appointment of an arbitrator and setting conditions of arbitration shall be an agenda item at the next Annual General Meeting of the Society.

5.0 Amendments:

- .1 Any amendment to this agreement shall only have force if it is approved and signed by authorized representatives of Society, Federation and Association. Such an agreement shall be included as an appendix to this document and shall be binding on all parties.

6.0 Appendices

- .1 Attached to this document there may be appendices that contain specific information such as job descriptions, agreed modifications of this agreement, and other items that assist the Convention Organizing Committee discharge their responsibilities and duties. Such appendices shall be approved by all parties involved.

Appendix A

A. General chair job description:

a. Introduction and rationale:

- .1 The appointment of the General Chair is a function of the Association.
- .2 The General Chair is responsible to the Association for the planning, organizing, directing, and controlling the various activities necessary for staging the Convention and making sure that all matters relating to the *Letter of Agreement* are addressed.
- .3 The General Chair shall seek out qualified personnel to assist them with their duties according to the *Letter of Agreement* and any appendices to it.
- .4 The General Chair shall serve at the pleasure of the Association, however any change should have the agreement of Federation and Society.

b. General Chair Responsibilities and Authority

The General Chair agrees to;

- .1 Draft and implement an organizational plan for the Convention, and,
- .2 Recruit, in concert with the Association, suitable volunteers to serve as section chairs, and,
- .3 Promote a cooperative working relationship both within the Convention committee as well as with the Association, Federation, and Society, and,
- .4 Schedule meetings of the Committee as needed to monitor progress, offer encouragement and keep the Association, Federation, and Society informed of progress, special projects, and limitations associated with the staging of the Convention. A copy of the minutes shall be sent to the Convention Coordinator Norman Demeule at his home address or by email at: norretta@telusplanet.net

B Rules and Regulations, Guidelines, Amendments, Changes:

- .1 Society National Convention Guidelines, and Rules and Regulations should be rigidly adhered to; they can be found at the Society website: www.csrds.ca.
 - 1.1 The three part Guidelines are as follows:
 - (a) Basic Letter of Agreement
 - (b) Volume One -- Convention bidding procedures
 - (c) Volume Two – Suggestions for the operation of a Convention
 - 1.2 Rules and Regulations Item 5.0 Conventions (5.1 to 5.5) outline rules & regulations governing Conventions. Regulation 5.4 has been changed by adding the following:
“In case of a hosting organization lacking a Federation and/or an Association the Convention Letter of Agreement shall be changed to show that the registration fee is divided eighty-five percent to the Hosting Organization and fifteen percent to the Society.”
- .2 Conventions should be governed by a new three part Convention refund and cancellation policy as follows:
“Part 1: A 20% refund charge will be administered on all Convention Registration fees collected till the cut off date. The last day of February of the Convention year is recommended as the cut off date, which can be set as a later date only by the Convention Committee.
Part 2: A no refund policy will take effect after the cut off date. Refunds after this date will only be

allowed at the discretion of the Convention Committee due to health reasons or death in the immediate family causing the registrant to not be able to attend the Convention.

Part 3: In the case of registered participants not attending (no show), the Convention Committee should make reasonable attempts to deliver by whatever means or methods the respective Convention packages (badges, syllabus, programs, etc.)”

- .3 Convention Dress Code Guidelines:
The Dress Code will be determined by the Hosting Convention Committee.