

# CONTRACT FOR GAMES

## West Virginia Secondary School Activities Commission

\_\_\_\_\_, WV, \_\_\_\_\_, 20\_\_\_\_  
The \_\_\_\_\_ High School of \_\_\_\_\_, \_\_\_\_\_  
(Name of High School) (City) (State)

and

The \_\_\_\_\_ High School of \_\_\_\_\_, \_\_\_\_\_  
(Name of High School) (City) (State)

### Hereby Enter Into a Contract for

One Game of (or Event in) \_\_\_\_\_ to be played at  
(Activity)  
\_\_\_\_\_, \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_  
(City) (State) (Date)

or

Two Games of (or Events in) \_\_\_\_\_, to be played as follows:  
(Activity)

One at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_  
(City) (State) (Date)

One at \_\_\_\_\_, \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_  
(City) (State) (Date)

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All activities are to be conducted under the following stipulations:

1. The suspension or termination of its membership in the Commission by either of the parties to this contract shall render this contract null and void.
2. The rules of the West Virginia Secondary School Activities Commission are a part of this contract.
3. Financial agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Both schools agree that the sum named shall cover all claims arising under this contract)

4. Officials shall be chosen from those registered with the West Virginia Secondary School Activities Commission and shall be mutually agreed upon by the competing schools at least two weeks before the scheduled date of contest.
5. The school failing to carry out the provisions of this contract shall pay the other a forfeit of \_\_\_\_\_ dollars. In case of inclement weather, the principal of the home school shall have the privilege of cancelling game up to \_\_\_\_\_ hours before the time set for departure of the visiting team.
6. This contract may be altered only by mutual agreement of the contracting schools and approval by the Board of Directors.
7. Contracts calling for two games - home and home games - cannot be annulled unless by agreement of both schools or by order of the Board of Directors.
8. This contract shall not be valid unless signed by both principals on or before \_\_\_\_\_ (Date to be filled in by the Home School).

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(Date) (Date)  
THE \_\_\_\_\_ HIGH SCHOOL THE \_\_\_\_\_ HIGH SCHOOL  
By \_\_\_\_\_ Principal By \_\_\_\_\_ Principal  
By \_\_\_\_\_ Coach By \_\_\_\_\_ Coach

**IMPORTANT REGULATIONS ARE LISTED ON THE BACK OF THIS CONTRACT  
PLEASE READ THEM**

## IMPORTANT

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1. It is the recommendation by the Board of Directors that schools, in contracting events, should make the financial guarantee sufficiently high so that legitimate expenses may be covered in all cases.
2. Consider carefully your financial agreement. Make it specific for both schools involved and clear so that there will not be any disputes over the interpretation of the agreement.
3. The Board of Directors feels that it is generally wise to stipulate some definite sum in arranging an exchange of events rather than an agreement such as "each school shall pay its own expenses." The visiting school has expenses that must be paid and to wait for a year to secure funds, with the possibility that the return event might not be held, seems somewhat unjust.
4. Games regularly scheduled under the provisions of this contract form of the Commission which are cancelled or terminated without mutual agreement and the penalty features of the contract are paid or ordered paid by the Board of Directors shall be counted under the forfeiture rule. The offended team may schedule a game to replace the forfeited game; the offending team may not. In such cases, a game so scheduled shall not count in the rating plan (football specific).
5. The principals of the schools involved must sign the contracts. The contracts are between the principals of the schools involved so it would naturally follow that they sign the contracts. It is recommended, however, that the coach and/or the athletic director also sign the contracts; therefore, evidence may be shown that the principal and athletic department had a mutual understanding as to the contract and its specific obligations.

When the coach or principal of one of the contracting schools is new to the system, it is recommended that he be notified of existing contracts at the beginning of the school year. Courtesy and consideration tend to promote good sportsmanship in athletics.

6. Athletic contracts made by the principal are considered binding on his successor. This means that contracts made by one principal are binding on the next principal of the school.
7. In fairness to both schools, signed contracts between them should be exchanged promptly in order that uncertainty about the event may be avoided.
8. The Board of Directors should not be requested to serve as a collection agency; however, when differences cannot be settled otherwise, adjudication will have to be made by the Board of Directors.
9. Commission rules call for the fulfillment of contracts. An epidemic, the destruction of playing facilities by fire or flood, might make a scheduled event impossible. A principal should not ask for a penalty for breach of contract under such conditions.
10. If school consolidation occurs during the term of the contract, the contract becomes null and void unless mutual agreement is reached by the school principals.