

**JURY HANDBOOK APPENDIX G, CIA CAT 1 EVENTS - JURY PRESIDENT'S CHECK-LIST****Organiser agreement 14 Annex A: FAI Ballooning Commission - Financial Agreements****14.1****FAI / CIA EVENT SANCTION FEE**

The Organiser warrants and undertakes to pay to FAI, in a manner acceptable to FAI and on the day the BID is approved by the CIA, the sum of

CHF \_\_\_\_\_

by way of Sanction Fee (the Sanction Fee).

The Sanction fee will be 50 CHF multiplied for the maximum number of entrants declared in the Bid Document approved by the Plenary.

In case the number of entrants in the event is higher than the number declared in the Bid Document then the Sanction Fee will be adjusted to the final number of participants and the debit will be taken from the Performance Bond.

**14.2****FAI / CIA EVENT PERFORMANCE BOND**

The Organiser warrants and undertakes to pay to FAI, in a manner acceptable to FAI before the invitation process date as approved in the Bid Document, the sum of

CHF \_\_\_\_\_ (check Performance Bond table)

by way of a Performance Bond. If provided by some form of guarantee, this Performance Bond shall remain valid until at least 90 days after the EVENT. The invitation process will not start unless the Performance Bond has been received by the FAI. Failing to abide may lead to the cancellation of the event.

**(1) Refund Conditions**

In the event of any circumstances set forth below, the FAI may retain all or part of the Performance Bond, as follows:

- i. If the International Jury decides to terminate the Sporting Event in accordance with the provisions of FAI Sporting Code General Section paragraph 5.4.2.4, thus invalidating the Event, 100% of the Performance Bond shall be retained.
- ii. If the President of the International Jury decides to interrupt the Sporting Event in accordance with the provisions of FAI Sporting Code General Section paragraph 5.4.2.4, in order to allow the Jury to consider the Organiser's failure to abide by the FAI regulations, and if the EVENT is restarted, then 20% of the Performance Bond shall be retained for each full day or part thereof lost due to interruption, but the amount retained may not exceed 75% of the Performance Bond. For this purpose a "part" of a day is a period including one flight opportunity.
- iii. If the report from the Jury (ref CIA Jury Handbook Chapter 3, paragraph 3.3) confirms that, although the provisions of FAI Sporting Code General Section paragraph 5.4.2.4 were not invoked, the Organiser was in breach of a Contractual Commitment listed in (2) Evaluation Criteria, then 20% of the Performance Bond shall be retained for each separate such breach, but the amount retained may not exceed 75% of the Performance Bond.
- iv. If the International Jury decides the Organiser has not met the full obligations to Officials or CIA and FAI representatives, as agreed upon in the Sanction Application or formal agreements with individuals, the FAI may retain the outstanding amount. The full amount retained will be forwarded to the individuals involved.
- v. If the International Jury decides the Organiser either has not met the full obligations to Competitors or prevents one or more Competitors to fly part or all of the event, the FAI may retain part or all the Performance Bond and the amount referred to the entry fee paid by the Competitors will be forwarded to the individuals involved.

- vi. If the FAI International Jury decides the Organiser has not maintained a dedicated event website containing current information for competitors, officials, sponsors, media and the public starting 1 year before the start of the event or 30 days after the sanction is granted for Events being held at the same year of the sanctioning, then 20% of the Performance Bond shall be retained for each separate such breach, but the amount retained may not exceed 75% of the Performance Bond..
- vii. In the case that the Organiser does not meet deadlines established and published in the event Bid Document an appropriate penalty may be applied. The key deadlines are:
  - a. Invitation process. The penalty is 10 CHF per day if the start day as defined in the Sanction Application is delayed.
  - b. Submission of championship rules to the CIA Rules Sub-Committee for review 60 days prior to the CIA meeting the year of the event. Late penalty is 10 CHF per day.
  - c. Sending results and at least 3 pictures to FAI within 24 hours of the closing ceremony. Late penalty is 100 CHF per day.

## **(2) Evaluation Criteria**

FAI and CIA documents, which are in effect at the time of the signing of the Organiser Agreement, will be used to as the basis for evaluation of the event and to determine if there will be any penalty applied to the Performance Bond. They include:

- i. FAI Statutes and By-Laws
- ii. Sporting Code General Section and Section 1 – Aerostats
- iii. FAI First Category Event Sanction Procedures
- iv. The FAI Rules on Advertising for FAI Air Sport Events,
- v. The FAI Branding (Styleguide and Logos),
- vi. The FAI Code of Ethics,
- vii. The FAI Protocol for Ceremonies,
- viii. CIA Sanction Application for the event as completed by the Organiser with assistance from the CIA
- ix. Event Rules approved by the CIA Rules Subcommittee
- x. Competition Operations Handbook or appropriate operations manual for the competition class/type
- xi. Safety Handbook
- xii. Jury Handbook
- xiii. Officials, Observer and Debriefing Handbooks if applicable
- xiv. Protocol for CIA Sanctioned Events

## **(3) Invalid Event / Breach of Agreement**

All or part of the Performance Bond may be retained by FAI in the event of the Sporting Event being declared invalid or in the event of any unremedied breach of agreement.

## **(4) Retention of Performance Bond Process**

The Organiser will be informed in writing by the CIA President of the retention of any specific amount in application of the above provisions within 20 days of the receipt of the report from the Jury President.

The Organiser may submit a written request, to be received by the FAI or the CIA President within 30 days of receipt of the written notification of the retention from the CIA President, to have the CIA Plenary, at its next meeting, review the application of the above provisions. The CIA Plenary may decide to confirm or reduce, as circumstances dictate, the amount retained. In no circumstances may the amount retained exceed the amounts outlined above. If the reports to the CIA President from the International Jury indicate that there will not be any retention of the deposit, the process to return the funds through the FAI, will be started as soon as possible. Normally this is within 30 days of the end of the event.

**SUMMARY OF AMOUNTS TO BE RETAINED FROM PERFORMANCE BOND (PB)**

Item	Days late	Penalty	Rule ref.	Amount CHF	Notes
Sanction fee payment		10 CHF/day, max 10% of PB	OA Annex A para. 14.1		
Performance Bond payment		10 CHF/day, max 10% of PB	OA Annex A para. 14.2		
Event terminated		100% of PB	OA Annex A Para. 14.2 (3).		
Event interrupted		20%/day, Max 75% of PB	OA Annex A Para. 14.2 ii.		
Breach of contract commit.		20%/breach, Max 75% of PB	OA Annex A Para. 14.2 iii.		
Rules submitted		10 CHF/day	OA Annex A Para. 14.2 iii.		
Rules published		10 CHF/day	SC S1 5.7.4		
Invitation process		10 CHF/day	OA Annex A Para. 14.2 vi.a.		
Web site		20%/breach, Max 75% of PB	OA Annex A Para. 14.2 vi.		
Facilities		20%/breach, Max 75% of PB	OA Annex A Para. 14.2 iii.		
FAI/CIA logos		20%/breach, Max 75% of PB	OA Annex A Para. 14.2 iii.		
Protocol		20%/breach, Max 75% of PB	OA Annex A Para. 14.2 iii.		
Obligations to Competitors		Amounts due	OA Annex 1 Para. 14.2 v.		
Obligations to Officials		Amounts due	OA Annex 1 Para. 14.2 iv.		
Results & pictures		100 CHF/day	OA Annex A Para. 14.2 vi.d.		
			<b>Total CHF</b>		