



Strategic Agreements with Resorts and other Partners

Agreements at every level should be formalized in writing such that there is a record, clear expectations, and something to review, discuss and evaluate. The considerations and examples provided here are meant to provide a comprehensive guideline for how USSA ski and snowboard clubs may move in the direction of clearer and more strategic agreements with resorts, touring centers, municipalities and other partners. This is a *process* that takes many clubs 3, 5, 10 years to fully complete at this level. However, just the act of a club using these categories to initiate better communications with its main strategic partners can itself lead to a more productive and mutually beneficial relationship and partnership.

Step 1: Start with the Big Picture – Strategic Partnership

It is important that USSA Clubs first position themselves as strategic partners, problem solvers and entities that have the ability to bring resources and expertise to the table.

Here is some perspective from Chris Nyberg, President and CEO of Powdr Corp.

Today's resort management teams can be very bottom line driven and when reviewing the costs related to competitive programs may not see the intangible values they provide. Season pass, equipment, food and beverage sales are all revenue elements that are considered. But in some cases, the crowding of parking and lodges on already stressed facilities, the relatively low yield race tickets generate, volunteer vouchers that cannibalize ticket sales and valuable terrain that is closed to the paying customer outweigh the perceived benefits of hosting a race or training session.

This is where the commitment by the resort to on-snow competitive programs comes into play. Relationships and the level of communication between the resort and club is paramount in success. Clubs and their members can be very passionate and may not fully understand all that is being provided by a resort in terms of time, space and operational logistics. Having an individual that understands the clubs expectations and passion and the resorts operational constraints with the ability to mediate and balance is crucial.

Clubs that are struggling with resort relationship issues should be advised to define the issues, set goals, identify the obstacles and put actions in place to solve the problem.

This is the case no matter what entity a USSA Club is working with. How can you help deliver resources, programming, expertise, legwork, community support, etc. to your partners (resorts, Nordic touring centers, parks and recreation, golf courses, schools) such that they will continue delivering and supporting much needed participants, hill and trail space, facilities, snow making, grooming, and other services.

Strategic Partnership Considerations

In line with the overall perspective above, below are some practices and considerations that should be considered to ensure that your USSA club is bringing value to the strategic partnership and vice versa. These considerations can change the nature of the strategic relationship as well as provide practical and tangible support in areas of need for both parties.

- **PR and Marketing:** How can the club and the resort/partner work together to develop mutually beneficial marketing and PR? For instance, many schools do not let resorts or for-profit business market directly to students, whereas a nonprofit ski club usually can. How can the club help co-market and co-brand with the resort/partner in order to help provide this opportunity? How can the club and the ski school work together to get more people on the snow, and more skier days?
- **Professional Development:** Coordinate professional development opportunities with the resort or partners. They are doing professional development and trainings with their staff and USSA clubs do the same. Where can you collaborate and coordinate professional development opportunities? What resort or partner trainings would be valuable to expose club staff, board or community to? To gain important perspective? Skills? What club trainings may do the same?
- **Program Support:** USSA is continuing to work more closely with PSIA at the very top. The members of the PSIA National Demo Team are all SkillsQuest evaluators and took part in a camp with the U.S. Ski Team. Local ski and ride school leadership and instructors can be valuable resources to USSA club leadership and coaching staff, and vice versa. How can coaches and instructors get together to discuss local programming, share trainings and resources, and support mutually beneficial objectives?
- **Identify and Support Mutually Beneficial Infrastructure Needs:** There are many examples of USSA Clubs and Resorts/Partners working together to identify and help promote and explain the need for improved infrastructure such as snow-making, grooming, terrain parks/pipes, boarder cross or skier cross venues, skier services space/lockers/club rooms, etc. These projects can often *solve problems* for both entities and attacking the planning, public relations and funding together can go a long way!

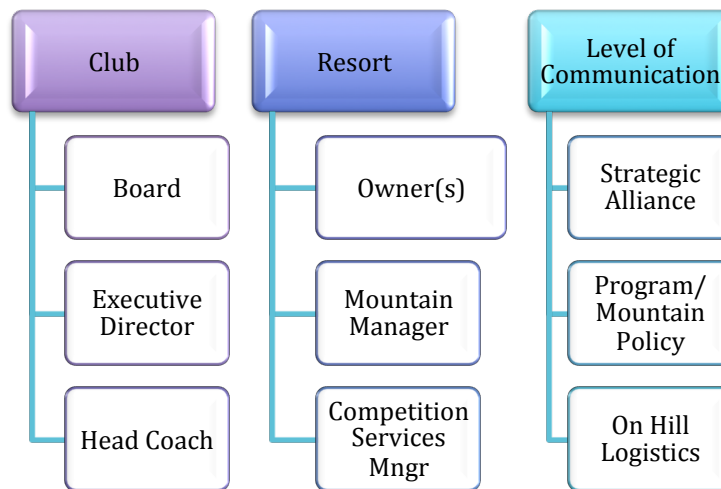
These types of initiatives can be included in the written agreements described below.





Step 2: Make sure the Right People are Communicating at the Right Level, Peer-to-Peer Communications

In all communications and relations with resorts and partners, it is important that they are established on a peer-to-peer basis. This is not a comment on individual abilities in having certain conversations or negotiations. Rather, this is a structural and strategic issue. The structures of different resorts or different clubs will vary, but the graphic below will help emphasize what peer-to-peer communications may look like so that you can apply this to your local structures.



In this scenario, issues, concerns and strategies are being discussed at the appropriate level.

The **Club Board and Resort Ownership/Partner Leadership or Governance** can discuss the strategic nature of the relationship. The board is tasked with making the club a viable business, and board members are often high-profile community members and business owners invested in the local resort economy. They need to make the “case” for how important the club is to the local economy, community, the partner’s mission and vision, and thereby operate from a position of value and strength. The ownership of the resort, and the leadership of other partners are concerned primarily with the value of their mission and vision, programs, products, expenses, revenue and positioning and marketing. The club board and resort ownership can discuss common strategic goals. The club board is in the best position to make a case for the value of an ongoing strategic partnership such that the importance and mutual benefits are solidified for both parties.

The **Executive Director and Mountain Manager** (each ideally getting clear marching orders from the board and ownership respectively) can discuss the alignment of program and mountain policies and procedures. These individuals are primarily concerned with bigger logistical issues such as risk management, image, crowded parking lots and lodges, and program and mountain integrity. They can effectively discuss how these goals are met in such a way that the club and resort benefit.

The **Head Coach and Competition Services Manager** (each ideally getting clear marching orders from aligned club and resort policies) can discuss the nuts and bolts of on-hill logistics, training and competition schedules, run closures and on-hill protocols, integration and coordination with ski patrol, grooming, park and pipe maintenance, ski school and other on-hill programming. Once the right people (structurally) have spoken and negotiated certain commitments between the club and the resort such that the goals of both are met, the path is more clearly paved for these other considerations

Step 3: Types of Agreements

Strategic agreements often mature over time, and can often start with and may be based on a long-standing and historic “handshake.” While this may be the way clubs and partners operate, and there is nothing wrong with old-fashioned trust, it can lead to significant concerns. The goal would be to continue developing the trust and relationship on an informal level, while also moving agreements toward more and more specific and binding agreements.

Here is a basic outline and description of how a strategic partnership may progress over time.

Verbal – the handshake	Hard to review, relies solely on a person-to-person relationship, not binding in any way. Often leads to confusion with regards to roles and responsibilities – especially with those not involved with the verbal agreement.
Letter of Intent	Provided from one party to the other to communicate that parties intentions, plans and their statement of understanding roles and responsibilities. Signed by one party, not legally binding. Able to review – intentions and plans are in writing.
Letter of Understanding	Provided from one party to the other to communicate that parties intentions, plans and a mutually discussed and agreed upon statement of understanding roles and responsibilities. Signed by one party, but confirmed by both parties - not legally binding. Able to review – intentions and plans are in writing and informally agreed upon.
Memorandum of Understanding	Legally structured letter of understanding signed by both parties typically reviewed by legal council. Much more formal, but not legally binding.
Contract	Legally binding agreement, reviewed by legal council and signed by both parties.

Step 4: Draft the Agreement

Other than the handshake, these agreements are written agreements. When drafting any agreements at any of the levels described above clubs should consider the following elements. Templates for most of these types of agreements or contracts can be sourced and will contain important definitions, boilerplate and legalese to further consider:

- A. Define Strategic Relationship
 - a. What benefit(s) is the club bringing to the partner?
 - b. What benefit(s) is the partner bringing to the club?
 - c. What are the primary **strategic** roles and responsibilities of each?
- B. Insurance Considerations



- a. Verify all insurance requirements and ensure there are no gaps in club and resort or partner policies.
 - b. Additionally insure partners and vice versa as necessary.
 - c. Consider all activities, shared venues, facilities, etc.
 - d. Be sure that any contractual or written agreements place appropriate liabilities on the appropriate parties. Do not execute agreements with host resorts that extend USSA's insurance portfolio to resorts in any way without having USSA's legal counsel review.
 - e. For more information on Club Insurance Considerations see:
<http://my.ussa.org/aip/global/club-insurance-considerations>
- C. Define the Club's **practical** roles and responsibilities. What is the Club responsible for *doing* in relation to this partnership? Detail what services/tasks the Club offers to the resort or partner by this agreement.
- D. Define the Partner's **practical** roles and responsibilities. What is the Partner responsible for *doing* in relation to this partnership? Detail what services the resort or partner offer to the club by this agreement?
- E. Define Basic Club Activities and Programming
- a. Clubs must ensure that their host ski resort or facility owner and management clearly understand the activities and programs that the club will offer.
 - b. Include days/hours of operation, expected specific facilities to be used and activities for such facilities. This includes terrain parks, half and quarter pipes, rails and dedicated aerial sites as well as the activities that will occur at these sites.
 - c. Involve ski resort or facility owner in an early discussion regarding season plans, expectations and wishes.
 - d. Understand ski resort needs, concerns, rules and regulations for their facility. Put your description of activities and programs in the agreement in this context.
- F. Define Resort or Partner Expectations (and commit to meeting these as a Club)
- a. Ensure all club members understand resort/partner rules and regulations.
 - b. Help with resort/partner-hosted events that are most important to their goals.
 - c. Participate in resort/partner-hosted competitions, weekly and end-of-season events.
 - d. Try to be independent on everything else, other than the needs for grooming, patrol, and other partner provided services.
 - e. Events should be organized and efficient.
 - f. Draw in resort staff that want to help.
 - g. Competitions bring revenue to the resort. It's important to understand and promote the positive economic impact that events stimulate including lodging and meals at the resort.
- G. Club Event Schedule and Locations
- a. Major events such as FIS and USSA events require early planning and agreements with ski resort or facility owners.
 - b. Ideally, USSA event calendaring should be completed by June preceding the coming season. For information on scheduling a USSA-sanctioned event see the following instructions and resources. Whether or not you are scheduling a USSA-sanctioned event these examples and templates may be used to help define and clarify any event agreement or partner-club agreement:
Instructions for USSA Scheduling Agreement
<http://media.ussa.org/Public/Athletics/CompServices/MiscForms/Website/USSA%20E>

[vent%20Scheduling%20Instructions%202014-15.pdf](#)

Template Example for USSA Event Scheduling Agreement

<http://my.ussa.org/sites/default/files/documents/athletics/alpine/2014-15/documents/USSA%20Event%20Scheduling.pdf>

- c. Ski resorts and partners should (under USSA rules) sign-off and approve competition schedules, and any other major club events.
 - d. Ski resorts have their own activities and events to plan and schedule so it is prudent to have early discussions.
 - e. An activity calendar should be prepared and agreed to in principle (# of days/events, locations, etc.) and then changes can be made as schedules are solidified.
 - f. Be aware and detail any additional competition or event guidelines recommended or expected by the resort of partner.
 - g. Specifically record and specify details for each event:
 - i. Grooming/trail preparation/aerial construction needs
 - ii. Fencing installation and requirements
 - iii. Hill/trail/slope closures
 - iv. Use of partner equipment and club equipment
 - v. Use of or collaborations with partner personnel
 - h. Ensure clear understanding as to who will do what before, during and after any event.
- H. Official Communications: The Club Representative and Partner Liaison
- a. The agreement should designate specific club personnel/executive or coach to be the club communication interface with a specifically designated ski resort representative.
 - b. Ideally, this is established at multiple levels as discussed above in peer-to-peer communications, depending on the different level of communications.
 - c. This may include establishing official “posts” on boards or in management meetings, and may be as specific as establishing a regular meeting schedule for the club and its partner.
 - d. Since many different people on both sides of the partnership will be responsible for executing logistics - it is important to establish “one voice” from both the club and its partner related to all the considerations above in this agreement.
- I. Describe the Process for Review of the Agreement and Partnership
- a. No less than annually
 - b. Pre-season, In-season and Annual Review
 - c. Who will do this and when?
 - d. What is the criteria for review (the contents of this agreement)

Step 5: Execute and Communicate the Agreement

The relationship has been established and clarified. Both parties are literally on the same page. Now it is time to review the specifics of the agreement with your organization, board, staff and parents such that everyone is aware of both the strategic and practical nature of the agreement. The club now needs to make a plan to perform on all of its roles, responsibilities, expectations and tasks. Use this as an opportunity to engage your club community in being advocates, supporters and ambassadors of the partner. Even if relations are strained the club community as a whole must continue to be positive about the relationship and partnership, and continue to move it forward. Stronger written agreements (with use of these guidelines) with clearer expectations, are the vehicle by which this may happen over time.



Attachments/Additional Resources