

InFocus Timing, LLC
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TERMS OF SERVICE

As a company, we aim to exceed the expectations of event organizers and participants alike. We are committed to perform to the full capacity of our agreements with passion, accuracy, expedience, and energy. However, much of our success depends upon the event's preparation leading up to race day, and the environment that we are given to work. Many issues we have observed or encountered at events have been situations that we *inherited* and *not* created. These terms exist to ensure that the event fairly and properly provides us with the required data and environment to perform our duties, and to isolate us from harm to our reputation due to errors caused by the event. Failure to abide by the terms below may nullify our contractual obligations to provide certain services to the event.

The terms outlined below are a framework to help the event understand what we need and why it is important. Event participants want accurate results quickly. With chip timing, *times* are determined instantly for each chip (and corresponding bib) as a person crosses the line. The actual data concerning who that person is often is a responsibility managed by the event, both in creating the data file as well as distributing event materials (the bib and chip.) A lack of prudence or ill-informed volunteers can have catastrophic effects on the results – not the accuracy of the times but the names of the individuals next to each time. It is for this reason that certain acts of negligence on the part of the event will void our contractual obligation to provide results.

We appreciate your understanding and respect with regard to this matter.

Sincerely,

Andrew Allstadt, Managing Partner
In Focus Timing, LLC



1. DATA MANAGEMENT

1.1 Data Format

If In Focus Timing (“IFT”) is not contracted for our registration services and to assign bib numbers, then your event must email us a Microsoft Excel Spreadsheet with a **single sheet** containing the pre-registered entrants information as appears [here](#). At a **minimum**, this sheet must include (as separate columns)

HS/College XC Races: *BIB | FIRST NAME | LAST NAME | YEAR | SCHOOL | (EVENT)*

Adult Road and XC Races: *BIB | FIRST NAME | LAST NAME | AGE | SEX | CITY | STATE | (EVENT)*

1.2 Receipt of Data

This sheet must be emailed to us prior to 6pm CST on the day before the race. If the timestamp of the email containing the attachment is between 6pm and 8pm CST on the day before the race, your event agrees to pay a \$200 late fee. If the data is **not sent** prior to 8pm CST on the day before the race, IFT reserves the right to **not time the event**. The event is still liable for all fees as though the event were timed and results were provided.

It is not the responsibility of IFT to solicit this data from you; it is your responsibility to get it to us prior to 6pm. If data is not sent to us prior to 6pm CST the night before the race, IFT staff will inform you prior to two hours before the start of the race if we will be timing the event. If IFT decides to time the event, the event must pay an additional \$400 *breach-of-contract* fee. If IFT does not decide to time the event, no surcharges are assessed beyond the contracted timing fee.

1.3 Accuracy of Data

IFT is not responsible for the accuracy of personal information contained within the spreadsheet. IFT, at no additional charge, will address post-race inquiries from individuals desiring basic correcting of typos in the results. IFT will **not** modify results post-race for individuals who transferred their bib numbers to another individual. If your event allows transfers, all changes must be provided to us in writing prior to the start of the race.

1.4 Changes to the Data

1.4.1: Event Initiated

The single file that we receive on the day prior to the race is all that we need from the event to provide **accurate results** that display the **personal information** attached to the **bib** for each **bib’s time** as recorded by our chip system. These results are accurate so long as each participant **wears** the corresponding bib that is assigned to him/her.

If the event emails us after 6pm and/or 8pm on the night before with **changes** that must be made to the list, the event is subject to the same terms and fees of section 1.2.

1.4.2: In Focus Timing Initiated

If the data file we are sent contains rows that are **missing bib numbers**, IFT staff will promptly contact the event asking them to address the situation. In addition, **age and sex** should always be present; if not supplied, the data manager should contact those participants to ensure accuracy of the awards listings. The event is still liable to the same terms and fees of section 1.2.

1.4.3: Additional Data

Additional entries that come in **after** the “final” data file is sent to us should be treated as “day-of” entries and not brought to us until race morning.



2. Power Needs

The event must supply electrical access **within 75 feet** of all timing and sound locations. This can either be via direct access to an electrical outlet or by providing a generator (can be rented from us for \$100.) Electricity must be provided **immediately** upon our arrival. If electricity is not provided and a generator is not contractually rented from us but we have one with us (this is **not** guaranteed), your event agrees to pay a \$150 emergency usage fee. If there is no power 75 minutes or sooner to the start of the race, IFT is no longer responsible for timing the event.

3. Errors Made by the Participants

3.1: Wearing the Wrong Bib

The typical cause of this is families with multiple members running. The event **should always** label bibs with at least the name and age to mitigate this from happening. We will correct the results when made aware of this issue.

3.2: Not Wearing the Chip on their Shoe (When utilizing a shoe-chip method)

Individuals not wearing the chip on their shoe – and for whom whatever method they employ in wearing the chip does not register a read – will **not** be added to the results.

4. Errors Made by the Event

4.1: Types of Errors

4.1.1: Distributing Materials to the Wrong Individual

This includes giving the wrong packet to a participant that may include their bib and/or chip.

4.1.2: Mislabeling of the Bibs

The event mislabels packets/bibs such that the event is responsible for an individual wearing a bib that has their name on it, but is not reflective of the spreadsheet that we were provided (or that we provided the event).

4.2: Handling These Errors

If the combined total of errors falling into the categories outlined in section 4.1 exceed the **lower** of 25 participants or 5% of the total number of entries, IFT reserves the right to

- a) If determined **prior** to the start of the race, we reserve the right to **not** time the event
 - a. The race director will be informed of our decision with the understanding that negligence on the part of the event will prevent us from providing results
 - b. The event is still required to pay the timing/results fee as though results were provided
- b) Provide text based results to the event for posting on the event website
 - a. Post on the IFT website that errors made by the event have prevented the accurate display of participant information
 - b. IFT's website will simply indicate the bib and time in its results
 - c. The event is responsible to handle all errors
- c) Offer the event the option of permitting individuals to use our semi-automated results inquiry system to allow IFT staff to work towards fixing the results
 - a. Each inquiry submitted as a result of an error made by the event is subject to a \$1 correction fee
 - b. An additional \$200 inconvenience fee is assessed to the event
 - c. 14 days following the race, the event is invoiced with a report of all the inquiries that were charged



5. Travel Costs

Unless explicitly stated otherwise, all travel costs are included in an In Focus Timing contract.

6. Chip Usage

6.1 In Focus Timing Owned Chips (e.g., IPICO Shoe Tags)

For races that use chips owned by IFT, the event must reimburse IFT based upon the reimbursement rate present in the contract by the date specified therein.

6.2 In Focus Timing's Generic Disposable Chips (e.g., Bib Tags)

For races that contract for our generic disposable chips, the event will **not** be invoiced for missing chips but IFT reserves the right to collect these chips using any method it desires.

6.3 Event-Owned, Customized Disposable Chips (e.g., Custom IPICO tags)

For races that contract for customized ("disposable") chips, **unless** the event explicitly emails IFT indicating that they do **not** want us to employ means to collect these chips, IFT reserves the right to collect these chips in the same fashion as section 6.2.

7. Errors Made by In Focus Timing

7.1: Error Types

7.1.1: Incorrect Chip Provided for a Bib

As our chips are numbered to match the bib, this error would be caused internally by assigning the wrong chip to a bib.

7.1.2: System Failure

The failure of the system such that correctly-worn chips are not read when crossing the mats at a timing location.

7.1.3: Error in Manual Manipulation of Data

Modifying the raw results and typing in a bib or time incorrectly.

7.2: Error Handling

Whenever we receive an inquiry from a participant following an event, we are able to verify data by looking at the chip system data logs as well as the back-up video camera we use at every event we time. Any error that is made by IFT will be addressed promptly. Any required changes will be made and that participant notified.

We have **never** received an inquiry for an event that contracts for our "Photo Results" system that includes the finish photo with the clock in the picture.



8. Finish Area Setup and Logistics

8.1: Width of the Finish

If the design of your finish area does not allow for the minimum space indicated in sections 8.1.1 and 8.1.2, contact us to discuss how we can accommodate the logistics of timing your event.

8.1.1: Width of Finish Line

The narrowest finish *line* that we can accommodate is 8' in width. It is desired that the finish area provide for a finish line *area* width of at least 20' to accommodate our timing mats and other supplies (truss, barricades, etc.) The exact width of the finish line mats is determined by us with respect to the expected "finish density", a proportion of the total number of entrants with the distance of the race. In practical terms, it works best if we can use the complete width of a two-lane street.

8.1.2: Width of Finish Area

IFT typically either times out of a van, truck, or tent. We therefore desire an allocation of space at least 12' wide by 22' long within 50 feet of the finish line to time from.

8.2: Finish Area Setup

It is absolutely vital that the finish area be setup with a few priorities in mind. The first priority is that it be a safe place for participants to travel through and for event staff to be in as well. The next fundamental component of the finish area is that it be constructed in such a way that we can perform our contractual obligations to the event without obstruction and interruption by non-IFT staff. Below are some justifications for why term **8.2.3** exists.

8.2.1: Accessibility of Participants and Non-IFT staff to the Event Timers

As the timers of the event, our responsibility is to produce results for each entrant who adheres to the prescribed method of participation that yields a finish time (i.e. wears their chip correctly.) Non-IFT personnel should not be able to gain access to those directly timing the race. For large events or those that contract for our results kiosks, IFT personnel (who are not *lead* timing the event) will be able to answer questions, but under no circumstances should it be possible to access our lead timing staff (or timing environment [ie. van, tent]) unless another IFT staff member escorts an individual to our lead timer(s).

8.2.2: Accessibility of Participants and Non-IFT staff to Timing Equipment

Modern races depend upon on technology functioning correctly. An unplugged cable can have catastrophic effects on tabulating results. All non-IFT personnel should have extremely limited access to areas where equipment or cables are placed, including timing equipment, video cameras, clocks, computers, etc. We have witnessed non-IFT event staff tripping on wires and cables in places they should have not been in the first place. This poses both a safety issue for non-IFT staff, and can also prevent us from providing results or even damage our equipment.



8.2.3: Finish Area Requirements

The event must contract for one of our finish equipment packages (i.e. pennants or barricades), or provide an equivalent setup if they decline our package or we are unable to offer this equipment on that date.

The event must inform its staff and volunteers that the finish area is to be avoided unless they have a specific role there. Additionally, the event must inform these individuals that regardless of involvement, they are not to enter the timing environment (van, tent, etc.) unless their presence is requested or they are escorted. You agree to not hold IFT liable for an individual tripping or falling on our equipment.

If the event is handling setup of the finish area, no item is to be attached to any of IFT equipment. No piece of rope, fencing, or any other material is to be tied to our tent, vehicle, or any tripod or other piece of IFT's equipment. In addition, we strongly discourage the use of balloon arches at the finish, as wind gusts may cause it to crash into other equipment causing the equipment to fall, break, and potentially hurt and kill participants.

For events with over 2500 registered participants, barricades must be present at the finish for at least the twenty meters prior to the finish line contiguously extending at least twenty meters beyond the finish (on both sides of the finish area). IFT must also be supplied with at least four *eight-foot* barricades to use at our discretion. In addition, at least one individual must be provided by the event to serve as security with the main role of preventing access to the general timing area.

8.2.4: Handling Violations of These Terms

Failure to abide by the requirements outlined in section **8.2.3** is negligence on the part of the event and considered a violation of these terms. For the purposes of this section, it is also considered a violation if non-IFT personnel either purposefully or accidentally cause a problem with our equipment as outlined in the paragraph below.

If it can be objectively determined that a violation has occurred that has impacted the execution of IFT performing its contractual obligation and/or that has resulted, either *directly* or *indirectly*, in the physical or functional destruction of IFT's equipment or property, then the event agrees to accept full financial responsibility for the replacement of all pieces affected at the price IFT paid to purchase these items. In addition, such violation, if determined to affect the results, voids any liability IFT has to the event with regard to financial reimbursement and liability due to not performing our role if applicable. In addition, your event agrees to fully absorb all responsibility for any injuries caused to individuals as a result of this violation.

8.2.4.1: Examples of Violations

A lack of barriers prevents us from positioning our video camera (used for back-up at the finish line/handling results inquiries) in a guarded-off area such that an event participant knocks the tripod over, breaking the camera.

An event official that is not part of the IFT staff trips on a timing mat cable, pulling it out and ripping part of the mat. No times are recorded for any finishers across that mat yielding incomplete results and the mat needs to be replaced.

An event official enters the timing environment (van, tent) and spills a drink on an IFT laptop. Results are either not provided or delayed and the equipment is broken.

An event volunteer pulls on a rope that the event tied to our clock's tripod, knocking the clock over and breaking it.

A balloon arch setup by the event knocks into our finish truss, causing it to fall over and crash into our clock, ultimately with both the truss and clock falling onto event participants and spectators.

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9. Liability

IFT is insured, and our insurance is in place exclusively to cover our contracted involvement at events. Your event is not covered under our insurance; you must insure your event for other external of our involvement. Your insurance must also name us as additionally insured for any claims against the event. Your event will hold IFT harmless for claims and cost except for IFT's sole negligence. Our total liability is limited to the amount paid under this contract.

10. Event Entertainment

For events that contract for IFT to provide music, the event organizers are responsible for all associated licensing and permissions for the playing of such music. This can be done via ASCAP or BMI. Licensing fees are based upon the number of participants and range from under \$100 to around \$300. It is not the responsibility of IFT to enforce this to the event but the event organizers do agree to accept full responsibility in the event it does not appropriately license any music that is played at the event.

Revision History

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