

***The 2013-2016 USA Indoor
Track & Field
Championships***



***Request for Proposal
and Bidding Handbook***



Dear National Championship Bidders:

On behalf of the Sports Committees of USA Track & Field, we would like to extend our appreciation for your interest in hosting one of our great events, the 2013-2016 USA Indoor Track & Field Championships. We highly encourage multiple year bids.

As Chairpersons of the Women's and Men's Track & Field Committees and the Race Walk Committee, we are responsible for the conduct and oversight of this meet, which includes both open and junior athletes, in addition to the USA Indoor Track & Field Championships and USA Olympic Track & Field Trials. This Championship provides our athletes with quality competition and the opportunity to earn the title of National Champion and earn berths on the USA Teams that will compete in the IAAF World Indoor Championships in 2014 and 2016.

The objectives of this bid document are to provide general information about the selection process, present criteria required for bidding, and outline the division of operations and budget responsibility between USATF and the Local Organizing Committee. It is our goal for the bid process to be "user-friendly." So, even if you are unable to meet certain suggested criteria or guidelines, we urge you to continue on a positive course of action by submitting a counteroffer for consideration. If you have questions please feel free to contact the Events Department at USA Track & Field.

The appropriate sports committee chairs and the USATF staff are available to assist you with your bid or answer questions. A complete directory can be found on our web site, www.usatf.org.

Once a national championship event is awarded, USATF's sports committee chairs and national headquarters staff will be available to assist on event details, negotiate contracts where necessary to protect your interests and ours, coordinate additional services for the event via USATF local Associations, and promote the event. Our Associations form a national network of athletes, coaches, officials, and supporters, and they can also provide assistance to ensure the success of your event.

We look forward to having you as a member of the USATF Team!

Sue Humphrey
Womens Track & Field Chair

John Chaplin
Mens Track & Field Chair

Vince Peters
Race Walk Chair

**2013-2016 USA INDOOR TRACK & FIELD CHAMPIONSHIPS
REQUEST FOR PROPOSAL AND HANDBOOK**

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I. USA TRACK & FIELD

USA Track and Field (“USATF”) is the national governing body (“NGB”) for track and field, long distance running and race walking. USATF is a volunteer-driven, not-for-profit organization headquartered in Indianapolis, Indiana. USATF has a nationwide membership of more than 100,000 individual members. USATF promotes the sport of Track & Field through training programs and competitions for men, women, boys, and girls of all ages. Additionally, USATF’s national governing body establishes and enforces the rules and regulations for track and field, race walking, and long distance running, and certifies records in those disciplines.

USATF is comprised of 57 member Associations that oversee the sport at the local level. Member organizations include the National Collegiate Athletic Association (“NCAA”), Running USA, the Road Runners Club of America (“RRCA”) and National Federation of State High School Associations (“NFHS”). As the NGB for track and field, USATF is a member of the United States Olympic Committee (“USOC”) and the International Association of Athletics Federations (“IAAF”), and is responsible for selecting athletes to compete in Olympic Games, Pan American Games, World Cup, and World Championships. Therefore, the USA National Championships serve as a selection competition for athletes seeking to compete on a national team at one of these elite events.

USA Track & Field is a “Sport for Everyone – For Life,” and we mean just that. USATF is more than a collection of elite athletes like David Oliver, Allyson Felix, Bryan Clay and Sanya Richards. Our programs appeal and extend to all levels of the sport. We offer grassroots and development programs such as the Junior Olympics for ages 8-18. In fact, the majority of our country’s elite athletes, including our leading Olympians, have progressed through the USATF development system. USA Track & Field is “run” by people like you – those involved and interested in track and field, long distance running, and race walking.

We at USATF are proud of our continued success as an organization and of our storied history; however, the past four years have been particularly special for USATF. We have more than doubled our operating revenues and quadrupled our sponsor revenues. Our sponsor partners include Visa and Nike, among others. Last year, more than 40 nationally televised programs featured track and field, and our TV ratings increased as the majority of other sports experienced a loss in audience share. This increased television exposure has greatly benefited our sport by exposing the nation and the world to our athletes, who comprise the #1 ranked team in Track & Field at the World Indoor, World Outdoor, World Youth Championships, and World Junior Championships during the last two years.

USATF is looking forward to working with you to host a USA national championship event. As you read through this RFP, please take note of the instructions and requests for information. We feel this RFP will assist you in understanding USATF and our Championship event bidding process. As the NGB, USATF is responsible for organizing the national championships. Under our organization’s Bylaws, our Sport Committee Chairs have the primary responsibility for the selection and conduct of these events. These competitions are designed to showcase top-level competition at quality sites around the United States and provide competitive opportunities for USATF member athletes and the sporting public. One note, USATF championships are held in

all age categories from youth athletics to masters and across all event disciplines, from track and field to marathon running. After reviewing the attached RFP information, if you have any further questions about our Championship events please contact one of our Sports Chairs or the USATF Events Department.

**II. USA TRACK & FIELD
NATIONAL OFFICE STAFF**

132 East Washington Street, Suite 800, Indianapolis, IN 46204

Telephone – 317/261-0500

www.usatf.org

USATF Staff

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III. TIPS ON BIDDING FOR A USA INDOOR TRACK & FIELD CHAMPIONSHIP

This Request for Proposal (RFP) Handbook is intended to serve as a guide for those seeking to host a USA Indoor Track & Field Championship (USA Championships). Prospective bidders should use this handbook to:

1. Determine the scope of the bid.

The scope, essential characteristics and requirements for staging successful USA Track & Field Championship events vary greatly. Elite national championships, like the USA Indoor Championships, are stand-alone events organized entirely from scratch. They are typically large sports and entertainment productions that feature Olympic caliber athletes and are televised nationally and internationally. Other events may be more modest in scope and requirements. Multiple year bids are encouraged and will be favorably received.

2. Decide the USA National Championship(s) on which to bid.

It may be possible to bid for more than one championship at a time. If this is your first time bidding for a national championship, and your organization has never conducted a major track and field or road racing competition, we recommend that you consider bidding on a smaller championship in order to gain experience. Consult the USATF Events Department at the National Headquarters at (317) 713-4686 for assistance with these important particulars.

3. Contact your local Association of USA Track & Field.

USA Track & Field is geographically divided into 57 local Associations, all of which conduct local track and field activities in their respective geographic areas. These USATF Associations are experts in conducting local, and in some instances, national level competitions and have many of the answers to the questions that you may have.

USATF Regulations require that you obtain a signed acknowledgement from the relevant USATF local Association certifying that you have consulted with them concerning the role the Association will play if you are awarded a national championship (See the “Association Acknowledgement” on page 32 of this document). We encourage you to work hand-in-hand with your local USATF Association. A list of USATF Associations can be obtained by calling USATF at (317) 713-4665 or visiting the USATF web site at www.usatf.org.

4. Adhere to special requirements.

Depending on the type of national championship event for which you are bidding, there will be special requirements and considerations. For example, the USA Indoor Track & Field Championships requires a rights fee and has an anticipated competition pool of 400-600 athletes. The selected site will have a minimum seating requirement for athletes, coaches and their representatives. The facility must have (or must install temporarily) key elements such as adequate lighting for TV purposes, finish line announcer positions, and an in-stadium video board system.

5. Contact persons with knowledge and expertise.

Please feel free to contact the Events Department at (317) 713-4686 for assistance with your bid.

6. Promote Minority Participation.

It is the policy of USATF to encourage the use of Minority Business Enterprises (“MBE’s”). The purpose of this program is to promote full and equal business opportunities for MBE’s in bid contracting for championship events in accordance with the goals outlined by USATF. USATF serves a racially, culturally, socio-economically and otherwise diverse constituency. The organization seeks to create meaningful opportunities for participation of women, racial and ethnic minorities, and persons with disabilities.

IV. FAST FACTS

What: The USA Indoor Track & Field Championships is USATF's premier event for the selection of elite professional athletes to represent the United States in indoor international competition, including the World Indoor Track & Field Championships.

Dates: Generally late February or first week in March. The USA Indoor Track & Field Championships are held Friday to Sunday or Saturday/Sunday.
Preferred dates for 2013-2016:

2013 February 23-24 or March 2-3
2014 February 22-23 or March 1-2*
2015 February 28-March 1
2016 February 20-21 or February 27-28*

*Selection for World Championship Team

**Estimated
Participation:**

400-600	Athletes ("The Best" track and field athletes in the United States!)
25-50	Athlete Representatives -- coaches, agents, trainers, etc.
70	USATF Competition Officials
10-15	USATF Official Administrators/Meet Management
50-75	Media -- national and international press, photographers, and broadcasters
100-150	Volunteers
2,000-4,000 per day	Average daily attendance (numbers dependent upon stadium size and capacity)

**Television
Coverage:**

Domestic networks (NBC and ESPN) and international broadcasters have covered all recent USA Indoor Track & Field Championships.

Rights Fee: minimum \$25,000 per year.

V. THE 2013-2016 USA INDOOR TRACK & FIELD CHAMPIONSHIPS EVENT PROGRAM

The following list of event disciplines will be contested at the 2013-2016 USA Indoor Track & Field Championships. As the IAAF updates the international event program, other event disciplines may be added. Exhibition events for disabled, youth, and Masters may also be added. All events and the formats of the competition must be approved by USATF.

The preference is to have combined events within site, but based on facility and other considerations the combined events (pentathlon and heptathlon) may be integrated into the schedule or staged at a different location at a different time.

Men's	Women's
60 Meters	60 Meters
200 Meters	200 Meters
400 Meters	400 Meters
800 Meters	800 Meters
1500 Meters/Mile	1500 Meters/Mile
3000 Meters	3000 Meters
60 Meter Hurdles	60 Meter Hurdles
5K Race Walk	3K Race Walk
High Jump	High Jump
Long Jump	Long Jump
Triple Jump	Triple Jump
Pole Vault	Pole Vault
Weight Throw	Weight Throw
Shot Put	Shot Put
Heptathlon	Pentathlon
4x400 Meters Relay	4x400 Meters Relay
4x800 Meters Relay	4x800 Meters Relay
Distance Medley Relay	Distance Medley Relay

VI. RFP INSTRUCTIONS

It is important that all prospective bidders review these instructions closely and comply with each specific request. USATF will not review submitted proposals that are incomplete and not presented thoroughly. *(Note: Please label all responses with the appropriate topic heading and numbering scheme.)*

Following is an explanation of the RFP instructions, processes, and USATF's expectations of the bidding entity:

- A. Four (4) complete copies and one (1) copy on CD ROM (either text or PDF format) of the USA Indoor Track & Field Championships proposal must arrive at the USATF National Headquarters no later than **August 10, 2011**. Please send bid applications to:

Mike McNees
Chief Operating Officer, Interim Chief Executive Officer
USA Track & Field, Inc.
132 East Washington Street, Suite 800
Indianapolis, IN 46204
(317) 713-4657

RFPs should be presented in loose-leaf binders or bound. A table of contents should be included in the bid application. To effectively illustrate your bid, photos, videotapes, maps, charts, etc. may be included. Submission of loose pieces of information or materials is strongly discouraged.

- B. All RFPs must be accompanied by:
- The signed "Statement of Agreement" found in this RFP packet.
 - A check payable to USA Track & Field for **one-third** of the rights fee to host the 2013-2016 USA Indoor Track & Field Championships. This initial deposit will be held in an account until thirty (30) days after the final selection and announcement of the successful bidding local organizing committee (LOC) and host city. An application fee of \$1,500 will be retained by USATF from the initial deposit supplied by each applicant. If your city is selected as a finalist in the bid process, an additional \$3500 will be retained from your initial deposit to cover the costs associated with USATF bid evaluators' initial on-site visit and administrative costs (as discussed in more detail below). The successful bidder will forward a check to USATF for the balance of the rights fee within sixty (60) days of the award of the Championships.
- C. Once a bidder submits a completed proposal and check, a site visit may be scheduled by USATF. Site visits will occur during the Fall of 2011. A group of up to five (5) bid evaluators will visit each bidder's community/facility to assess the site and review the proposal. For a maximum of three nights, bidders are required to provide single room accommodations in the proposed headquarters hotel, meals and ground transportation for these bid evaluators.
- D. If necessary, selected finalists will have an optional opportunity to make a final formal presentation to USATF at the USATF Annual Meeting December 3, 2011 in St. Louis, MO.

**VII. 2013-2016 USA INDOOR TRACK & FIELD CHAMPIONSHIPS
SITE SELECTION TIMELINE**

June 10, 2011	RFP packets sent out to entities expressing interest in bidding.
August 10, 2011	Deadline for prospective bidders to submit official proposals.
September 2011	USATF site evaluation visits commence to bid cities.
September 15, 2011	USATF to distribute draft contract for hosting the USA Indoor Championships to bidding cities for review and comment.
October 15, 2011	Final bid adjustments submitted to the USATF National Office. Deadline for submitting proposed changes to draft contract.
Nov. 28 – Dec. 2, 2011	USATF Annual Meeting – St. Louis, MO.
December 1, 2011	Final presentations by bidding cities to the USATF Officers, relevant Sport Committees and National Office staff (if necessary).
December 2, 2011	Site officially selected, bid awarded, and contract signed.

Inquiries regarding this RFP may be directed to:

Mike McNees, Chief Operating Officer, Interim Chief Executive Officer
Mike.McNees@usatf.org
317/713-4657

XIII. THE HOST AND ITS COMMUNITY

Hosting the 2013-2016 USA Indoor Track & Field Championships involves joining the efforts of the host community and USATF in areas such as event administration, corporate support, marketing, promotion, local government agency support, and the selection and management of volunteers and officials. USATF will work with the successful host organization to develop marketing strategies and to structure promotional programs, development clinics, sport science programs, coaching education clinics, school visits, and athlete programs. These events should take place prior to and during the USA Championships. USATF expects the successful bidder to provide the highest quality of products and support services available to athletes, administrators, and spectators.

To facilitate our evaluations, the following information is required:

IX. HOST ORGANIZATION & BID CITY'S COMMITTEE OUTLINE OF REQUIREMENTS

A. THE LOCAL ORGANIZING COMMITTEE

The LOC designated by the winning bidder to plan and execute the Championships, is the catalyst for executing all local/regional event fundraising activities, building media relations and the development of public awareness campaigns. The goal of this committee is to have representation from key local entities, such as the Convention & Visitor Bureau, Sports Commission/Council, Chamber of Commerce, Mayor's office, Media (print, radio, TV), USATF local Association, State High School Athletic Association and the local track and field community.

The Chair of the LOC should be dynamic and possess strong business, civic and media contacts within the city. This individual provides immediate credibility to the LOC's fundraising efforts when presenting local sponsorship opportunities for the 2013-2016 USA Indoor Track & Field Championships.

The primary goals of the LOC are:

- Promote public awareness for the event within the business and civic community.
- Raise funds to support the staging of the Championships.
- Work in conjunction with the USATF Marketing Department to secure local Championships sponsors, develop tailored packages and sell tickets.
- Develop community outreach programs aimed at schools, service organizations and local USATF track clubs.
- Create initiatives that provide the city with a sense of "ownership" and a platform for building a legacy association with the 2013-2016 USA Indoor Track & Field Championships.

Please provide the following information concerning your proposed LOC:

1. Detailed information concerning the bidder's experience in staging major athletic competitions or other events. Please specify the event name(s), date(s), nature of event, budget, number of competitors/participants and attendance figures.
2. The legal name, address, web page address, telephone and fax numbers and the legal form of the sponsoring organization bidding for the 2013-2016 USA Indoor Track & Field Championships. List name and background information of key management personnel who will be responsible for the conduct of the Championships. Provide an organizational chart of the proposed Championships management team.
 - a. State your recommendation for the LOC Meet Director(s) and their expertise in track and field and/or in the conduct of track and field competitions. (Note: The USATF Men's and Women's Track and Field Committees and Race Walking Committee, in conjunction with USATF National Office staff, shall have overall responsibility for the administration of the event. A USATF Meet Management Team will be selected for this purpose.)
3. Identify and describe in detail what opportunities exist for the meaningful participation of women, racial and ethnic minorities, and persons with disabilities at all levels of the planning, management and conduct of the Championships, and what if any will be implemented. Provide demographic information on all these individuals (i.e. gender, ethnic background, disability).
4. Provide information regarding the bidding organization's assets, existing funding sources, start-up budget and its proposed funding sources for the Championships.

5. *Name other organizations, if any that will conduct or assist in the conduct of the event. Explain the relationships and responsibilities of any additional organizations. Include their competition planning and management experiences and background information.*
6. *The LOC is responsible for housing and meals for not more than 75 competition officials for not more than three (3) nights of the competition. This plan will be developed in cooperation with the USATF National Office and USATF Officials Committee. The Officials Committee will develop the selection process for all competition officials, all of whom must be certified and approved by USATF.*
7. *Key officials such as Referees, Clerks, and Starters will be appointed by the Chairs of Men's and Women's Track & Field Committees and the Officials Committee.*
8. *An event production team (public address, Field Spotters, On-field MC) is responsible for the in-stadium entertainment aspects for the Championships. This group will be developed by the LOC in consultation with the USATF National Office and must be approved by the Chairs of the Men's & Women's Track & Field Committee. All travel, housing and meals for the production team are the responsibility of the LOC.*

B. LOCAL MANAGEMENT COMMITTEE

In addition to the LOC, there will be a very active "Local Management Committee" dedicated to staging an outstanding championship. This is a select group of individuals who have extensive knowledge and experience in organizing elite track and field meets. Many of these persons are selected by the LOC but must be approved by USA Track & Field National Office. They will work closely with National Office staff on the planning and execution of the Championships. These individuals may perform more than one task if the operational areas have a commonality in order to provide synergy. Listed are brief job descriptions of key positions:

1. **Meet Director** *This or these individuals are responsible for comprehensive Championships oversight. They are the liaisons to the USATF Staff, Men's and Women's Track & Field Committee and Race Walk Committee Chairs, LOC and Meet Management Committee on a day-to-day basis.*
2. **Volunteer Coordinator** *This person is responsible for the recruitment of local persons to work the Championships on a volunteer basis. This includes assigning duties, scheduling training, coordinating credentialing and uniform process, and daily coordination for all Championships volunteers.*
3. **Heat Sheet/Results Coordinator** *This individual coordinates the paper flow for competition heat sheets and results. This individual is crucial to the success of the meet and should be extremely well organized and detail oriented.*
4. **Field of Play Manager** *This individual's main function is to see that the field of play is operational with all necessary equipment, sectors and personnel in place. The set-up must be in accordance with USATF and IAAF technical rules.*
5. **Equipment Manager** *This individual is responsible for all equipment procurement, maintenance and set-up on the field of play. He or she oversees all volunteer crews that handle equipment on the field of play; i.e. basket crews, hurdle crews and block crews.*
6. **Medical Coordinator** *This individual is responsible for recruiting and organizing the medical staff required for the USA Championships, i.e., doctors, trainers, chiropractors, physiotherapists, etc. He or she also orders all supplies and equipment that will be needed. Note: These are volunteer positions which the USATF Sports Medicine & Science Committee chairman will assist in the recruitment process.*
7. **Communications Coordinator** *This person is responsible for planning and managing the communications needs, i.e., cell phones, two-way radios, and pagers for the USA Championships. Coordinates the staff instruction, distribution, and equipment maintenance processes.*

8. **Security Coordinator** *This person secures and manages both volunteer and paid security staff for the USA Championships. This person should be very knowledgeable about the facility, evacuation procedures and national security awareness alerts/procedures.*
9. **Officials' Coordinator** *This individual is the Officials or Certification Chairman from the local USATF Association involved. This individual becomes a member of the USATF Officials Selection Committee and attends the selection meetings at the USATF Annual Meeting the year prior to the Championships. This person is responsible for planning and organizing aspects of operations related to Officials, i.e., event assignments, housing and transportation shuttles, and on-site hospitality area.*
10. **Transportation Coordinator** *This person is responsible for developing and implementing the USA Championships transportation plan. This includes all competition and practice venues, airport(s) and designated hotels,*
11. **Doping Control Liaison** *This individual works with USATF and the U.S. Anti-Doping Agency (USADA), to ensure that all volunteer drug testing chaperones and testing area are organized and secured under the prescribed protocol. He or she is available to assist doping control staff for the duration of the Championships.*

Tell us about any individuals you have in mind for any of these positions and their relevant experience.

C. THE BIDDING HOST CITY/COMMUNITY

We welcome the opportunity to learn more about your community. Please provide the following:

1. *Pertinent details about the host city, population of the city and the metropolitan area, local demographics, local colleges and universities, the surrounding area(s), etc. List and/or discuss amenities or special features available in your community.*
2. *Endorsements and/or letters of cooperation from universities, the community, and state or local governments.*
3. *Background information on local newspapers, TV affiliates, and top radio stations. Please include status, ratings, audiences (listenership/viewership, etc.). Provide information on the success of media coverage with past events hosted by your city. Also, indicate the expected level of media cooperation and support for the Championships.*
4. *A list of all known major local and regional USATF and/or USOC Olympic sponsors with headquarters or offices in your region. (Note: Please see the USATF and USOC websites for current list of sponsors.)*
5. *A list of all major companies, including any Fortune 500 companies, located within your city or the surrounding area(s).*
6. *A list of local major and professional sports teams and local amateur sports development agencies.*
7. *A list all major events to be hosted in your community twelve (12) months before and twelve (12) months after the date of the Championships.*

D. THE BIDDING FACILITIES

In this section we request certain information from you and also present our technical requirements for the event:

1. Provide the name and location of the stadium and/or other facilities where the USA Championships will be conducted.

The LOC must provide the exclusive use of the facility from the Wednesday prior to the start of the USA Championships through (and including) the following Monday. This time period will allow for proper set-up of the event, tear down, and clean up after the event. The facilities must be available for the aforementioned dates. Please provide evidence of availability of facilities during relevant time periods. Also, please provide the name(s) and title(s) of the individual(s) conferring the authority for such availability. **There can be flexibility on this requirement in certain circumstances.**

2. **Provide information regarding any/all exclusive promotional and/or marketing agreements with the LOC and/or the arena. Provide information on any existing or pending arena contracts (i.e., pouring rights, commercial signage/advertising tenants, concessions vendor(s), merchandise vendors, etc.) USATF strongly prefers a “clean” venue. Indicate whether existing or permanent signage may be covered, if necessary.**
3. Provide a list of major events previously conducted or contractually slated to be conducted in the stadium. Fully describe each event; indicate dates, size, media coverage, etc.
4. Please list any/all major events to be hosted in your stadium twelve (12) months before the dates of the 2013-2016 USA Championships and list any known event(s) to be hosted immediately following the event.
5. **TECHNICAL SPECIFICATIONS**

The USA Indoor Track & Field Championships are a high-level track and field event. Accordingly, the facility, equipment and standards used should conform to “optimal” standards, *standards that are often higher than those listed in either/both the USATF and IAAF rulebooks*. As such, the following is provided as a guideline for what is expected of a USA Indoor Track & Field Championships facility.

An organization wishing to bid to host this event should obtain both the current USATF Competition Rulebook and the IAAF Handbook from the USATF National Office. They contain the technical specifications for all track & field events and provide answers to most technical questions. *However, while the standards in these books may be used in most areas, the specifications cited below supersede those contained in either/both of the rulebooks listed above.*

USATF requires submission of detailed drawings to scale (architectural, CAD, etc.) for the arena and track, and the layout diagram of the proposed field of play (i.e. actual competition areas). USATF must approve all facilities, proposed competitions areas and equipment. Please also include all technical specifications.

6. **Track and Arena Specifications**

- The track must be a 200 meter oval, with a turn radius between 16.50 and 20.50 meters (54’2” and 67”). A radius of 19.00 meters, or greater, is considered to be optimal.
- A banked track is seen as optimal. However, 200 meter flat tracks will also be considered but must have a turn radius greater than those listed above. It is recommended that flat tracks have a radius between 20.00 and 22.00 meters (65’7” and 72’2”).
- The track must have 6 lanes around the oval and on the sprint-hurdle straightaway, with 8 lanes being strongly preferred on the sprint-hurdle straightaway. It is also strongly preferred that the sprint-hurdle lanes be inside the track oval. All lanes should be viewable by television cameras placed in the stands above the finish lines. Lanes must be a minimum of 1.07 meters wide (42”) on the oval, and either 1.22 or 1.07 meters (48” or 42”) wide on the sprint-hurdle straightaway.
- The track must be striped/marked to USATF and/or IAAF specifications, and this striping should include any special marks required to conform to current automatic timing requirements.

- The running track and jumps runways must be a synthetic surface, with such material meeting the highest standards under the current IAAF Track Certification Program.
- All running, jumping and throwing areas must meet IAAF specifications as to allowable slopes and inclinations.
- The track must have curbing around its circumference that meets IAAF specifications. This curbing must be removable, where necessary, for jumpers' unobstructed use of field event areas.

7. **Jumps Area Specifications**

- Horizontal Jumps:
 - There must be one horizontal jumps runway/landing area inside the track oval. A facility having a second horizontal jumps runway, either inside or outside the track oval, is considered to be optimal. Horizontal jumps runway should be between 1.07 and 1.22 meters (42" & 48") in width, and a minimum of 45.0 meters (147'8") in length for both the long jump and triple jump events.
 - The recommended placement of horizontal jumps boards is as follows: Long Jump (men & women) = 3.0 meters (9'10"), Triple Jump (men) = 13.0 meters (42'8") and Triple Jump (women) = 11.0 meters (36'1").
 - The sand filling the horizontal jump pit must be of the finest quality, free of any debris and thoroughly maintained throughout the competition season.
- Pole Vault:
 - There must be one pole vault runway/landing pit inside the track oval. A facility having a second pole vault runway/pit, either inside or outside the track oval, is considered to be optimal. Pole vault runways should be between 1.07 and 1.22 meters (42" & 48") in width, and a minimum of 45.0 meters in length, as measured from the back edge of the pole vault plant box to the start of the runway.
 - Pole vault landing pits must be of the current highest quality and size, with a minimum pit width of 19'8" and minimum pit depth, as measured from behind the plant box, of 16"5".
- High Jump:
 - There must be one high jump area/landing pit inside the track oval. A facility having a second high jump area/pit, also inside the oval, is considered to be optimal. The area should have minimum approach of 22.86 meters (75'0") meters, as measured outwards from below the high jump bar, and a minimum width of 15.24 meters (50'0"). Approach areas of 27.44 meters (90'0") by 18.29 meters (60'0") are considered to be optimal.

8. **Throws Area Specifications**

All throws areas (shot put and weight throw) should be located within the oval. While throws areas located outside the oval will be considered, they would be considered as less than optimal. Throwing surfaces and implement landing areas must conform to USATF and IAAF specifications for surface material and inclinations. These areas must be designed and located with special attention to the safety of competitors, officials and spectators.

- Shot Put:
 - There should be one shot put circle/landing area located within the oval. Either a permanent or portable throwing circle may be used, provided it conforms to USATF and IAAF specifications. The landing area shall be a 34.92-degree sector, with an unobstructed distance of 27.44m (90'0") to the back wall.
- Weight Throw:
 - There should be one weight throw circle/landing area located within the oval. This circle must be protected with an indoor protective cage meeting the highest current standards. Either a permanent or portable throwing circle may be used, provided it conforms to USATF specifications. The landing area shall be a 34.92-degree sector, with an unobstructed distance of 28.96 meters (95'0") to the back wall.

9. Warm-up Areas

In addition to the competition track & field areas, a separate warm-up track and/or area is required. This area will function as a pre-competition warm-up, post-competition warm-down site for all competing athletes, a preliminary clerking area, and a location for athletic trainer's work.

If a separate track is unavailable, the minimum acceptable warm-up facility would be a medium to large sized gymnasium that is near to the track or close enough to it that athletes can get to the track without having to access vans or shuttles.

10. Other Technical Areas and Systems

In addition to the facilities described above, there are other technical systems that are required and/or recommended for a site that will host the USA Indoor Track & Field Championships. Listed below are the details for the most important of these technical systems or areas.

- Within the track oval, there should be an adequate power system with a number of power outlets. This system will be in addition to power sources that are located in/near the stands on both sides of the track.
- There must be a quality sound system for the entire arena area. This system must be capable of providing sound/announcements to the practice track/warm-ups area(s).
- There should be a state-of-the-art scoreboard in the arena, which has the capability of being interfaced with the timing/results processing system. Facilities with advanced graphics and/or video capabilities on their scoreboards are highly preferred.
- **The arena must have a lighting system that is sufficient to meet the technical requirements of television broadcasting. A minimum of 120-foot candles is required (though this may vary by facility). The system must provide even lighting throughout the oval (including turns), and the infield of the competition facility. In addition, the host broadcaster will require dedicated power at the competition facility within the proposed broadcast compound. The host facility will be required to meet the lighting, power and space requirements of the host broadcaster as determined by site visits and negotiations.**

11. On-site Work and Meeting Rooms

At a USATF Championship, separate areas must be provided in the venue for: the working press (including a press box or other defined work area from which the events can be viewed), the timing results processing team, the announcing/production team, and the meet operations team. In addition, rooms are needed for other meet related activities, several of which are listed below.

- USATF Championships Management office.
- Men's & Women's Track & Field Committees, Referees and Jury of Appeals room.
- Facilities for the carrying out of an extensive doping control operation. Ideally, there would be at least two, separate rooms located within facility, typically located in/near the home and visiting team's bath and locker rooms. Adequate, single-sex voiding stations are required as an integral part of this area.
- A large room that will be used by the Competition Officials for meetings and meal service. Ideally, this room will be near to toilet and changing facilities for the officials.
- A large room that will be used by the Volunteers for staging, meetings and meal service.
- A room(s) for VIP/hospitality functions.
- A room(s) for both Emergency and Championships Medical service.
- An interview area ("mixed zone") for the media to talk with the athletes should be located proximate to the common finish line on the track. This area should include tables and chairs for the athletes and their equipment.
- Room(s) or area(s) for the International Teams sign-up processing (when appropriate in 2014 and 2016). This room or area should include tables, chairs, and office equipment for use in the sign-up process.

12. **Auxiliary Track and Field Areas/Facilities**

- Practice and warm-up areas must be provided for the athletes and must be available for use for the duration of the 2013-2016 USA Indoor Track & Field Championships. Both practice facilities and the medical training facilities should be available and be serviced by cleaning crews at least one week prior to the first day of competition and daily throughout the competition.
- Indicate the type of warm-up areas available for the various events, the track surfaces in the areas and the location(s) in relation to the arena.
- Provide information on the number of practice facilities available. Indicate the dates of availability, the physical location(s), and the location(s) in relation to the arena. Also indicate the track and field surfaces and infields of each facility.
- Indicate the type of cages available for the weight throw event.
- Provide information on the number of medical training facilities available. Indicate the dates of availability, the physical location(s), and the location(s) in relation to the arena. Also, indicate each location's proximity to whirlpools, taping and treatment tables, servicing infirmaries and hospitals.
- Describe the free parking for USATF officials, staff, and television production personnel.
- Describe the available space for parking the USATF Visa Championship Series truck.

13. Arena and Event Operations

Requested Information:

- Describe the number of parking spaces available for the 2013-2016 Indoor Track & Field Championships for automobiles, buses, television production trailers and vehicles. Indicate the location of the parking area(s) in relation to the arena (proximity, adjacency, etc.) (*Note: As noted above, free parking must be made available for television production trailers, TV staff and USATF's Meet Management Team and officials.*)
- The minimum acceptable seating capacity is 3,500 (including permanent seating, temporary seating and standing room only.) Please provide the arena capacity and a seating manifest for the event.
- Provide emergency evacuation plan for the arena and adjunct facilities being used for the event.
- Provide information on the arena's existing and/or proposed audio system and video scoreboard.
- **Provide details on stadium lighting (avg. foot candles, coverage area, and type).** *Note: Lights must be sufficient for television with at least 120 foot candles evenly directed at the track – lighting requirements are highly dependent on the facility).*
- Provide information regarding the press box/area(s). Indicate the number of existing workstations, available power supply and Internet (dial-up) access (high speed) within the press box/area(s). Also, indicate the ability to convert areas into auxiliary press areas without dramatically creating a loss of seats for sales. Indicate the number of auxiliary stations able to be created by the process and indicate the affect this will create on the seating capacity. Indicate the location of a separate on-site air-conditioned room for copiers/press operations.
- Indicate space and location proposed for the Television Compound and the status of the arena conduit system.
- Indicate availability of appropriate areas for placing television cameras and photographers.
- Indicate the possible available location(s) of permanent or temporary facilities and/or rooms for a Fan Expo area (merchandising, food concessions, product displays).
- Indicate the availability of high speed internet connections in the venue, media and other areas. The LOC is responsible for the provision of a strong cellular phone signal, internet access and power to conduct the competition (including timing & scoring) and, at no cost to the USATF, ancillary activities. If additional phone lines are needed to support media and television operations, the LOC will be reimbursed (at cost) for these lines by the users.
- Provide the total number of existing and/or proposed hospitality suites or areas within the arena.
- Indicate the suggested location of VIP seating.
- Indicate overall volunteer plan that includes recruitment, training, and management. The LOC is responsible for recruiting 100 volunteers for event operations, drug testing, and various other assignments.

14. **Event Equipment, Implements, and Devices**

- **USATF National Office and the Men's and Women's Track & Field Committee Chairs must approve the use of all equipment contracts within the three categories prior to the signing of any agreements.**
- Provide the type and brand name of timing devices, including starting block system, used at the stadium. *(Note: USATF requires a fully automatic timing system be used for the USA Championships, capable of driving an interface clock system to the television production truck which is unencumbered by commercial advertising.)*
- Indicate the type and brand name of the event equipment, implements and measurement boards and devices to be used at the USA Championships (i.e. hurdles, landing pits, jump/vault standards, etc.) Also, provide the quantities of each. Gill Athletics is the Official USATF equipment supplier. Gill Athletics must be used or given the first right of refusal to provide the necessary equipment at no cost to the LOC.
- Provide the number of stadium scoreboards. Indicate size(s) and location(s). Also, indicate the capabilities of the scoreboard(s) (i.e., graphics, audio, video, etc.). Strong preference given to video board(s) capable of displaying television feed and sponsor advertising.

X. HOUSING AND MEALS

Housing, meals and meeting rooms are a necessary and essential aspect of conducting the 2013-2016 Indoor Track & Field Championships. The basic requirements include: a Championships Headquarters hotel, secondary athlete housing options and housing for competition officials.

A. Housing

1. List the names of hotels that will participate in your proposed housing program(s), the number of total rooms available per hotel and/or properties, committed room rates (with or without meals) for singles, doubles, triples, all suites etc., as well as meeting room space availability. Please provide hotel floor plans and indicate meeting rooms available for USATF use. **USATF shall review, designate and contract with the chosen property for USA Championships headquarters and athlete hotels.** Please provide evidence of firm, but not binding, advance commitments or confirmation of availability and pricing. Please note that LOCs may contract with hotels to generate rebates and commissions for non-credentialed persons but the headquarters and athlete hotel(s) shall not include any commissions, rebates, surcharges, or other so-called “up-charges.”
2. Bidder shall provide hotel or dorm housing and three meals per day to up to 75 officials, free of charge. These can be double rooms for not more than 4 nights.
3. Adequate housing must be available for press, administrators, coaches, and VIP’s. Those individuals will cover their own costs. Briefly explain your proposed accommodations program for these groups of people. Indicate where each housing and dining facility option is located with respect to the stadium/track and field facility and USA Championships headquarters hotel.
4. Bidder shall provide 10 members of USATF Meet Management Team, with housing and \$40/day per diem for the duration of the event (maximum 4 days). Please outline your accommodation plans for these individuals. The LOC is also responsible for ground transportation to and from the airport and hotel for these individuals.
5. If bidder is proposing to use local colleges and universities for on-campus housing, please provide information about room availability, location of each dorm and dining facility in relation to the track and field facility, costs per room (with or without meals), type of room, number of persons per room, available housekeeping service and type of cooling system (i.e. available air-conditioning), etc. If bathrooms are shared, indicate how they are shared. Note: on-campus housing should be a secondary housing resource. However, such housing may be adequate to offer officials, athletes, coaches and others who may desire these accommodations.

B. Meals and Hospitality

1. Detail the meal services plan for officials, volunteers (as determined by local organizers), and working press. It is the organizer’s responsibility to provide meals to the officials (as noted above) and the working press during competition. The extent of volunteer meals is at the organizer's discretion; however, USATF strongly recommends an adequate volunteer meal plan be included in your bid.
2. List eating establishments, including fast food restaurants and grocery stores within easy walking and driving distances of all proposed housing properties. Specify distance (i.e. one-half mile) to the stadium and hotels and the restaurant dining hours.
3. Indicate hospitality arrangements (i.e. welcome function, on-site at facility, key housing properties) for athletes, coaches, meet officials, and USATF VIP guests.

XI. LOGISTICS

A. TRANSPORTATION

A complete transportation plan must be submitted with your bid. The plan should include overall considerations such as location, air travel, city-wide street systems and mass transportation options. In addition, event-specific considerations should be presented in detail. Please include the following in your plan:

- 1. Provide a list of transportation systems within your city/community available for public use which provide access to the competition facility and hotels. Indicate plan for coordination of transportation routes with state and local authorities. Indicate the name(s) and location(s) with respect to the housing sites, stadium and other athlete facilities.*
- 2. Name all airlines servicing the airport(s) and the number of flights in and out of your city each day. List any airlines with major hubs in your city.*
- 3. **The host organization should arrange for free transportation (i.e. shuttle bus) for athletes, press, and officials to and from the airport and the housing facilities throughout competition, beginning two (2) days prior to the first day of competition, and must also furnish transportation services to and from the housing and the athletic facilities during competition and practice periods.** Special early arrival arrangements must be made for the transportation of USATF competition management, referees, and jury of appeals that are responsible for conduct of the USA Championships. Provide plans for their ground transportation service.*
- 4. List companies that provide rent-a-car services, taxis, limousine, and any other transportation related information.*
- 5. Provide plan for transporting vaulting poles to/from airport, practice, and competition venues from proposed housing locations.*
- 6. Provide distance from airport to hotels. Indicate those hotels providing free airport shuttles.*
- 7. Describe plan for airport greeting and shuttle bus services.*

B. SECURITY

Please provide your security plans for the following:

- 1. USATF, in consultation with the LOC, will produce the event credentials to control access at key venues (warm-up, practice, and competition), event transportation, and hospitality (athletes, coaches, officials, and USATF VIP guests). USATF reserves the right to place national sponsor or supplier advertising on USA Championships credentials.*
- 2. The event credentialing access and distribution plan will be negotiated between the USATF Director of Events and the LOC, which must be approved by the Men's and Women's Track & Field Chairs.*
- 3. Coordination with local, state and federal government law enforcement agencies on Championships security issues with USATF (i.e., terrorist alerts, homeland security, and severe weather).*

C. MEDICAL

Please provide a thorough medical plan that includes (not limited to) the following:

- 1. Emergency medical, including ambulance services for spectators, officials and competitors, with defibrillator. Please include names of hospitals and their proximity to the competition facility. Also specify routes and emergency transportation modes.*
- 2. Indicate areas and locations available for athlete massage and related medical/training services at the competition facility.*
- 3. Indicate plan for recruitment and staffing of medical professionals to work at the Championships. It is recommended that a minimum of 3 physicians and 8 trainers/massage therapists be available each day during the Championships competition, including one hour prior to and post actual competition times.*
- 4. Indicate plan for procurement of relevant medical staff, supplies and equipment.*
- 5. Provide a communications plan for the medical crew, especially as it relates to emergencies and warm-up areas not proximate to Championships competition facilities.*

XII. CLIMATE REPORT

A complete report of weather conditions for the months of February and March must be submitted as part of this Proposal. This is necessary to assess the considerations that may affect athlete performances, transportation, and attendance. Submit a report from national and Local Weather Services or other sources.

XIII. BUSINESS SECTION

A. GENERAL REQUIREMENTS

1. *The successful bidder will be required to promptly execute and be subject to the obligations contained in the Bidder Statement, the attached agreement terms and conditions (hereinafter "Exhibit A"), and the formal 2013-2016 USA Indoor Track & Field Championships Agreement, including the payment of the rights fee. Said Agreement shall be on USATF's standard form.*
2. *The successful bidder shall permit USATF to inspect and audit its financial statements and records upon five (5) days notice.*
3. *Consistent with Section 4.0 of the attached Exhibit A, LOC will be required to promote and advertise the USA Championships in a first class manner employing all customary means (print, radio, television, website, etc.). All proposed advertising copy, designs, photos, drawings and logos must be approved in advance by USATF's Marketing Department. LOC shall give USATF sponsors the first right and opportunity to provide and be associated with and/or included in all USA Championships advertising efforts. USATF requires a minimum of five (5) business days to review and approve all marketing, advertising and promotional materials. All existing or planned promotional, advertising, and ticket sales plans or programs must be detailed.*
4. *A proposed budget must be submitted with the Proposal (see budget expense lines guide). Income from designated revenue sources must follow guidelines described in this RFP.*
5. *General liability, directors' and officers', automotive liability, workers' compensation, and other insurance policies will be required with limits and policy details in accordance with Section 6.0 of the attached Exhibit A. Bidders should outline proposed insurance and risk management plans for the USA Championships.*
6. *USATF owns all revenue sources, as well as all media and licensing rights, associated with the event; however, some of these rights will be granted preemptively to the LOC and others. In general, USATF will grant rights to tickets sales, in-stadium food and beverage concessions, and certain local partnerships ("local revenues") to the LOC as outlined in Section 3.0 of the attached Exhibit A. Accordingly, LOCs should propose a complete local revenue plan as part of its bid. This plan must include a comprehensive ticket and event marketing plan and promotions program. Advice may be provided to LOCs as it relates to marketing and promotions packages upon request. However, no negotiations will occur until after a Championships site has been selected.*
7. *USATF will be responsible for the incremental direct costs of fulfilling its sponsorship obligations; however, the LOC must cooperate with all contractual requirements. For example, USATF sponsors receive logo placement on meet publications and other collaterals, thus the LOC is obligated to include those logos at no charge to the sponsors or USATF.*
8. **LOC must specifically honor USATF's sponsor obligations, as outlined in Section 3.0 of the attached Exhibit A. For example, Visa is the only non-cash form of payment acceptable for any sale associated with the USA Indoor Championships—tickets, concessions, merchandise, etc.**
9. *LOC must host an exposition area and may charge local partners and suppliers for the right to display their goods and services; provided, however, that USATF national sponsors and suppliers will be given the first right and opportunity to obtain prime locations in said exposition area free of charge.*

B. TYPICAL ALLOCATION OF REVENUE SOURCES

USATF Rights

Entry Fees
National Sponsors
USATF Hospitality Suites and Tents
Venue Signage (national sponsors)
National Publication Rights
Merchandising and Licensing Rights
Television and Internet Broadcast Rights
Radio Broadcast Rights
National Marketing and Promotion Programs and Events

Bidder Rights

Tickets/Gate Receipts (1)
Local Sponsor/Promotional Partners
Local Sponsor Hospitality Suites
Contributions, Grants, VIK and Other Supporter
Event Publications and Souvenirs (1)
Food and Beverage Concessions
Hotel rebates for non-credentialed visitors
Athlete support credentials and tickets
Event Expo
Spectator Parking
Other On-Site Services

(1) Subject to providing USATF, at no cost, with adequate tickets and program ad pages to fulfill its contractual and other obligations.

Note: Certain revenue sources may be shared or assigned to the local organizers based on separate negotiations.

C. USA TRACK & FIELD OFFICIAL SPONSORS

The following are the existing Official/National sponsors of USA Track & Field. USATF is constantly adding to this list and all sponsors/suppliers of USATF automatically become USA Indoor Championships sponsors no matter when they are added.

USATF Sponsors

Product Category

Nike

Footwear, Sports Apparel and Accessories

VISA

Financial Payment Services (credit and debit cards, electronic funds transfer cards, ATM cards, stored value cards, traveler's checks, vouchers, and electronic product/services payment) *

The Hershey Company

Chocolate and Candy Products

BMW

Automotive

USATF Suppliers

Gill

Track and Field Equipment

Bidders must recognize these sponsors as protected categories and may not approach these sponsors or any other sponsors without the express written approval of USATF. These categories are exclusive to the event and USATF. In addition, USATF reserves the right to name additional sponsors or suppliers in any number of categories. USATF will notify the Local Organizing Committee of any changes to this list.

* Visa is the only non-cash form of payment acceptable for any sale associated with the USA Indoor Championships—tickets, concessions, merchandise, etc.

D. LOCAL ORGANIZING COMMITTEE OPERATIONS – SAMPLE BUDGET

REVENUES:

Ticket Sales (and Athlete Support credential sales beyond those provided to athletes and coaches)
Local Sponsors/Promotional Partners
Event Publication and Souvenir Sales
Contributions, Grants, VIK and Other Support
Local Sponsor Hospitality Suites
Food and Beverage Concessions
Spectator Parking
Advertisements (USATF approved)
Event Expo rental (USATF approved)
Other on-site services (USATF approved)

EXPENSES:

Meet Operations
Facilities Rental and Venue Services
Telecommunications
Equipment Rental
Training & Medical Services
Competition Equipment
Drug Testing
Athlete, officials' fluids
Competition and Technical Officials Housing and meals
Athlete Services
Meet Management
Event Signage and Stadium Dressing
Uniforms
Security
Ground Transportation
Awards and Award Ceremonies
Ticketing
Media Services
Promotions and Marketing
Volunteer Services
Fees and Services
Administration and Office Costs:
Staff Salaries and Benefits
Travel and Meetings
Temporary Services
Office Occupancy
Supplies and Stationery
Technology
Other

E. ASSOCIATION ACKNOWLEDGEMENT

I, _____, on behalf of the _____ Association of USA Track & Field, Inc. hereby acknowledge that the Association has been consulted by _____ (LOC) regarding the role it shall play if LOC is awarded 2013-2016 USA Indoor Track & Field Championships.

Date _____

Name: _____

Title: _____

Association: _____

F. STATEMENT OF AGREEMENT

I, _____, on behalf of the entity seeking to host the _____ 2013-2016 USA Indoor Track & Field Championships, represent and warrant that I have thoroughly read and reviewed the foregoing Bid Book. I understand all the requirements for hosting a USA Indoor Track & Field Championships and I have the express authority to submit this Proposal on behalf of _____. If awarded the right to host the USA Indoor Track & Field Championships, I understand and agree that I must comply with each and every requirement stated in the RFP document (including the attached Exhibit A), as modified only by mutual agreement, as well as all applicable USATF and IAAF Competition Rules and Regulations, and with the IAAF Track & Field Facilities Manual. This statement, the Proposal (including the foregoing Bid Book and attached Exhibit A), and USATF award of the right to host the Championships constitute a binding contract. The parties agree to incorporate these terms into a long form agreement that must be promptly signed by the LOC.

I, on behalf of the entity seeking to host the 2013-2016 USA Indoor Track & Field Championships, further warrant and represents that each and every statement, promise, chart, photograph or submission made in conjunction with the submission of this RFP document is true and accurate, and do not omit or misrepresent a material fact or seek to deliver on a promise that is incapable of being fulfilled, as of the date of this submission. If, due to subsequent events or inaction, any statement, promise, chart, photograph or submission made herein is no longer true or capable of being fulfilled as required by the RFP, then I shall immediately notify USATF of this fact. For purposes of the preceding sentence, I understand that I am obligated to notify USATF within forty-eight (48) hours of the discovery that any aspect of the attached RFP has become untrue or is incapable of performance.

USATF reserves the right to withdraw the award to host the championships in the event that notification is given of our inability to perform significant commitments and obligations of this RFP, or USATF learns that representations and statements contained in your bid are untrue or incapable of performance. Under said event, USATF may retain the initial deposit of one-third of the rights fee, as liquidated damages and not as a penalty.

The undersigned represent and warrant that he/she is duly authorized as a representative of the party on whose behalf he/she is signing this statement and binding its respective party thereto.

BIDDING ENTITY: _____ Bid Submission Date: _____

Signed: _____

Name: _____

Title: _____

Entity Represented: _____

Date: _____

G. CORPORATE ENTITY INFORMATION

Entity Name: _____

Entity Address: _____

Entity Officers: _____

Entity Identification Number: _____

State of Formation: _____

In addition to the above information, please provide the following:

- Copy of certificate of good standing.
- Master certificate of insurance
- Statement of financial viability (i.e. Dunn and Bradstreet report)

H. EXHIBIT A

USA INDOOR TRACK & FIELD CHAMPIONSHIPS

1.0 **DEFINITION OF TERMS**. As used in this Agreement, the following terms shall have the meaning indicated below:

1.1 “Agreement” means this USA Indoor Track & Field Championships Agreement, including the appendices and exhibits attached and the Bid (as defined below), to the extent it is not inconsistent with any of the terms herein.

1.2 “Athlete” or “Athletes” means an athlete or athletes who has/have been designated by USATF as qualified and eligible to compete in the Championships, and who in fact so compete. The designation “Open Athlete” refers to an Athlete competing in the USA Indoor Championships. The designation “Junior Athlete” refers to an Athlete competing in the USA Junior Indoor Championships.

1.3 “Bid” (or “RFP”) means the attached USA Indoor Track & Field Championships Request for Proposal and Bidding Handbook furnished by USATF and executed by LOC.

1.4 “Business Associates” means any person, firm, business entity, or other third party including, without limitation, suppliers, licensees, and preferred vendors or retailers, procured by USATF or LOC for the purpose of sponsoring, rendering services to, or otherwise supporting the Championships, and who have been approved in advance by USATF.

1.5 “Business Competitor” means any person or entity that is not a “USATF Sponsor” and who produces, provides, markets, or distributes, directly or indirectly, products and/or services in one or more “Protected Categories” as these terms are defined below.

1.6 “Championships” means the respective USA Indoor Track & Field Championships referenced in the attached Bid.

1.7 “Facility” means the stadium and the adjacent surrounding areas where the Championships will be conducted.

1.8 “Host City” means the city in which the Championships will take place.

1.9 “IAAF” means the International Association of Athletics Federations, the international federation for the sports of track and field, long distance running, and race walking (collectively, “athletics”) and of which USATF is the member for the United States.

1.10 “LOC” means the entity entering into this Agreement, having executed the attached Bid.

1.11 “LOC Sponsor” means any Business Associate with whom LOC has entered into a sponsorships agreement after obtaining USATF’s approval and consent.

1.12 “Media Rights” means all rights to negotiate, broadcast, and disseminate radio, television, motion picture, internet, webcast, and videotape broadcasting, telecasting, production, exhibition, or other sound, or visual exploitation of the Championships, on a live and/or delayed basis, by any means whatsoever, whether now known or hereafter developed; or otherwise distribute and exploit the Championships and/or any portion thereof in any manner in all forms of such media.

1.13 “NAOC” means the National Athletics Officials Committee of USATF.

1.14 “Protected Categories” means the USATF Sponsor products or services categories.

1.15 “Technical Requirements” means the specifications contained in the Bid (including the RFP), the current USATF Competition Rules book, and the current IAAF Competition Rules book (or any updated versions) regarding the equipment and facilities necessary for the Championships.

1.16 “Term” means the period that commences on the date indicated on the first line of this Agreement continuing through midnight on the date when USATF approves, in writing, the final report and accounting that LOC is required to submit pursuant to this Agreement.

1.17 “USADA” means the United States Anti-Doping Agency.

1.18 “USATF” means USA Track & Field, Inc., a Virginia non-stock corporation, having a place of business at 132 East Washington Street, Suite 800, Indianapolis, Indiana 46204

1.19 “USATF Approval or Consent,” or any combination or order of these words, means the express written approval or consent of the USATF Chief Executive Officer, or his designee. The USATF Chief Executive Officer, or his/her designee, is the only duly authorized representative of USATF able to give approval and/or consent for purposes of this Agreement.

1.20 “USATF Designated Marks” means only those USATF Trademarks which are identified by USATF. USATF may revise the USATF Designated Marks from time-to-time, as it deems appropriate.

1.21 “USATF Sponsor” means any Business Associate with whom USATF has entered into a sponsorship agreement.

1.22 “USATF Trademarks” means any and all USATF service marks, trademarks, trade dress, trade names, logos, trade designations, copyrights, or intellectual properties now owned or later acquired, whether registered or not, used by or licensed to USATF or which are related to or associated with any USATF-sponsored event, program or services.

1.23 “USOC” means the United States Olympic Committee, the national Olympic Committee for the United States of America recognized by the International Olympic Committee.

1.24 “VIP” means those persons identified by USATF from time to time, as requiring special preferred treatment during the Championships.

1.25 “WADA” means the World Anti-Doping Agency.

2.0 CHAMPIONSHIPS OPERATIONS. LOC undertakes to manage, plan and administer competition day operations to ensure a first class, high caliber Championships experience for the Athletes and spectators.

2.1 Competition Equipment. LOC shall ensure that all necessary and appropriate equipment, implements, measuring devices, timing devices, personnel and transportation vehicles are available for use during Championships competition. LOC acknowledges and agrees that USATF Sponsors shall be given a right of first refusal, with respect to the provision of necessary equipment, implements, measuring devices, timing devices, and transport vehicles for the Championships. USATF shall have final approval of timing system and devices, starting blocks and false start detection system used during the Championships. LOC's Operating Plans shall include emergency arrangements for re-stocking or replacing any equipment damaged, broken, lost, stolen or otherwise incapacitated during the Championships, so that the published competition time schedules are not delayed. USATF will attempt to assist LOC to secure competition equipment from USATF Sponsors or suppliers, at low or no cost.

2.2 Timing and Results. If required by USATF, LOC shall use its best efforts to assist USATF in ensuring that fully automatic timing is in place for the Championships, and shall collaborate with USATF to ensure that the computerized timing devices and software are capable of interfacing with television broadcast equipment, the on-site electronic scoreboard and videoboard, and is able to provide on-site media with "real time" results.

2.3 Competition Officials. LOC shall provide double occupancy housing (room and tax only), three (3) meals per day, and water on the field of play as agreed upon between the Parties, for no more than 125 competition officials selected by the NAOC, for the duration of their stay in the Host City, while working at the Championships. Housing shall consist of no more than double occupancy rooms.

2.4 In-Stadium Championships Production. LOC and USATF shall collaborate on the selection of a Championships production team that will be responsible for the in-stadium entertainment at the Championships. The production team shall consist of three event announcers, up to four field spotters, one producer and one on-field announcer/interviewer. USATF shall have final approval of the production team. LOC shall provide travel to the Host City, local transportation to and from the airport, hotel and Facility, as well as housing and meals, for not more than nine (9) Championships production team members during the Championships. In the event that all meals are not provided to the Championships production team as noted above, a per diem as determined by USATF shall be provided to the members of the Championships production team. All in-stadium spectator entertainment plans, including any product or souvenir giveaway items, are subject to USATF's prior written approval.

2.5 Awards Ceremonies. LOC shall, subject to USATF's approval, provide the top six (6) finishers in each Championships event (as determined by USATF) with appropriate recognition during the Championships. USATF shall, in consultation with LOC, determine the design of the medals, presenters and the presentation protocol in connection with the award ceremonies. LOC shall implement such arrangements related to the award ceremonies, including, but not limited to, the cost of producing the medals and the award ceremony presentation protocol.

2.6 Bottled Water. LOC shall ensure adequate USATF-approved sealed bottled water and sports beverages are available to Athletes for their consumption and replenishment, during the Championships, at the practice area and the Facility. LOC and USATF shall consult with each

other to determine the actual amount of such bottled water and sports beverages necessary, above the minimum requirement of three liters per day per Athlete. USATF will attempt to assist LOC to secure such bottled water and sports beverages from USATF Sponsors or suppliers, at low or no cost.

2.7 Hospitality. LOC shall consult with USATF regarding the arrangements related to hospitality for Athletes, USATF, VIPs, media, and others, as USATF may reasonably require. LOC and USATF shall jointly or separately, as mutually agreed upon by the Parties, provide a hospitality room, beverages and amenities for the use, comfort and entertainment of LOC VIPs, LOC Sponsors, USATF Sponsors, and others selected by LOC and USATF (not to exceed the number of persons mutually agreed between LOC and USATF) at the Facility. Any jointly organized hospitality room shall be decorated, arranged and supplied with food and beverage items, with the cost of such food and beverage items to be shared by LOC and USATF in accordance with actual usage. LOC shall make available to USATF the best of the prime hospitality areas at the Facility and at the finish line, subject to priority placement of Championships sponsors. Unless otherwise agreed by USATF in writing, the LOC will not permit any third party that is not a USATF Sponsor to publicize any commercial relationship with the Championships on the VIP/hospitality tickets or credentials. LOC shall consult with USATF on special functions or meetings to be held in the hospitality room, and shall provide personnel or volunteers to monitor and restrict access to the room. The hospitality room shall be open during the hours mutually agreed upon by USATF and LOC.

2.8 Medical. LOC shall ensure that medical personnel and equipment are available to provide emergency medical services to Athletes, spectators, and competition officials during the Championships. LOC's Operating Plan shall detail the arrangements for (1) the availability of a defibrillator or defibrillators at the Facility; (2) availability of EMT services including ambulance(s), (3) the proximity of hospitals within a twenty (20) mile radius of the Facility; and (4) the availability of athletic trainers, massage therapists, and necessary beverages (water and sport performance) for Athlete consumption. LOC shall also secure licensed medical professionals – including the recommended minimum of one physician per day – to be “on call” at the Facility during the Championships.

2.9 Emergency Evacuation Plan. LOC shall have an emergency evacuation plan in place for the Championships, to ensure the safety of Athletes, spectators, competition officials, and all other persons, in the event of an emergency. This plan shall be coordinated with local, state and federal law enforcement officials, as appropriate.

2.10 Doping Control. LOC acknowledges that applicable IAAF, USATF, and USOC rules require drug testing at the Championships in accordance with the procedures set forth in IAAF and WADA rules and protocols. LOC shall provide suitable, private and legally secure areas, qualified drug-testing chaperones, sealed beverages and approved snacks at the Facility for administration of the drug testing procedures at the Championships. LOC acknowledges the receipt of the *USADA Site Coordinator's Handbook for In-Competition Testing*. LOC shall consult with USATF's legal department and the USATF High Performance Programs department to ensure its drug testing procedures are in compliance with applicable rules, regulations and protocols. Doping Control shall be administered by USADA in accordance with agreements between and among USATF, the USOC, WADA and the IAAF.

2.11 Ancillary Events. USATF and LOC may stage non-competitive events and activities, such as banquets, youth clinics, coaching seminars, etc. before, during or immediately

after the Championships (the “Ancillary Events”). These Ancillary Events may serve as a fund-raising, sponsor fulfillment activity, or participant enhancement. Such events may be conducted separately by USATF or LOC, or jointly. Notwithstanding the foregoing, LOC must receive USATF’s prior written approval for any Ancillary Event to be conducted solely by LOC, and shall use its best efforts to prevent third parties from engaging in ambush marketing of the products and services offered by USATF Sponsors (as described below) If appropriate, the party hosting such Ancillary Event shall provide the other party with a reasonable number of admissions, seats, etc., at no cost to said other party.

3.0 COMMERCIAL RIGHTS. LOC acknowledges that USATF owns all revenue sources, including all commercial rights to the Championships, including media, marketing and licensing rights. Notwithstanding the foregoing, USATF shall negotiate in good faith with LOC to transfer certain mutually agreed upon rights to LOC (collectively, “Local Revenues”) as more fully described in this section, and previously in this Agreement. Furthermore, Local Revenue rights may be granted to LOC that include presenting or title sponsorship or television-visible field of play signage, but only upon mutual agreement of the Parties.

3.1 Media Rights. USATF owns all Media Rights. Notwithstanding the foregoing, and upon prior written approval of a duly authorized USATF member, LOC may designate local television and/or radio station(s) as an official LOC Sponsor (as described below) with certain agreed upon rights.

3.2 USATF Sponsors. LOC acknowledges that USATF has legally binding contractual commitments to USATF Sponsors which include, but are not limited to, requiring placement of USATF Sponsor signage at the Facility, at the headquarters and Athlete hotels, the placement of USATF Sponsor advertising in Championships publications and on competition bibs, the provision of free Expo space, free “prime or best” tickets and hospitality access, and parking privileges and access to event shuttle transportation. A list of USATF’s current national sponsors and Protected Categories can be provided upon request. Any required USATF Sponsor signage will be provided at no cost to the LOC. In addition, USATF reserves the right to name additional sponsors or suppliers and augment the list of Protected Categories at any time. USATF will notify the LOC within ten (10) days of any changes to its USATF Sponsor or Protected Category lists. Likewise, LOC shall access USATF’s website or contact USATF’s Marketing department, to verify the current status of USATF’s Sponsor and Protected Categories. LOC shall cooperate and consult with USATF to ensure that USATF Sponsor contractual obligations are met. It is expressly understood by all Parties that all signage in and around the adjoining areas of the Facility are controlled by USATF, except for the existing permanent signage on the current Facility scoreboard. Furthermore, LOC acknowledges any future Facility sponsor agreements will provide for an exclusion of any requirements for Facility signage during these Championships, unless otherwise approved and agreed to in writing by a duly authorized representative of USATF.

3.3 VISA Exclusivity. LOC acknowledges that VISA is a USATF Sponsor and that contractual agreements between USATF and VISA require that only cash and VISA payment systems and devices (i.e. credit, debit, stored value cards) be accepted for payment of goods and services (tickets, merchandise, concessions, etc.) at the Championships. LOC agrees to honor the “USATF Prefers VISA” campaign and commitment entered into between VISA and USATF in all sales channels controlled by LOC and/or venue. LOC and USATF shall consult on all aspects of the fulfillment of VISA deliverables in connection with the Championships, including Visa’s name and/or logo on the ticket front and/or ticket back.

3.4 LOC Sponsors. Subject to USATF's prior consultation and prior express written approval, LOC may approach and offer local and regional Business Associates, and in certain cases national Business Associates, designated mutually agreed commercial rights, opportunities and hospitality for the purposes of promoting and supporting the Championships. In no event may said Business Associates be Business Competitors of USATF Sponsors. LOC shall submit all its negotiated sponsor packages to USATF for final approval prior to entering into any legally binding commitments. The Parties agree that there shall be no commercial identification of any product or service or any promotional matter of any kind (*e.g.*, name, logo, trademark or trade name of any third party) to appear: (a) in camera-visible competition areas of the Championships, or (b) in camera-visible areas that are located in proximity to the sites of the Championships (to the extent controlled by LOC).

3.5 Event Expo. LOC may, in consultation with USATF, provide and retain revenues from an exposition area for vendors and businesses; provided, however, that USATF and USATF Sponsors shall be given first choice on prime locations in the exposition area, free-of-charge. Further, if such exposition area is provided, LOC shall provide USATF with exposition space for the USATF Mobile Marketing Unit, in a prime location, free-of-charge. All direct costs (*i.e.*, tent, electricity, etc.) related to USATF and to USATF Sponsors presence in the Exposition area shall be the responsibility of USATF or USATF Sponsors. LOC shall consult with USATF with respect to the exposition area needs of USATF and USATF Sponsors.

3.6 Event Program. Subject to USATF's prior consultation and approval, LOC shall make such arrangements for the design, printing and sale of (and retain all revenues from) a Championships program (the "Event Program"), and daily competition results sheets, for the Championships. Such Event Program and results sheets shall include or provide for the following:

- (a) one free full page advertisement within the Event Program for USATF and each USATF Sponsor;
- (b) first choice on placement of advertisements in the Event Program for USATF Sponsors, including one of the following three placements: back cover, inside front cover or inside back cover;
- (c) placement of USATF Sponsor logo(s) on results sheets;
- (d) delivery to USATF, free-of-charge, of up to 200 Event Programs and daily results sheets, as USATF may reasonably request, for use by USATF to fulfill its contractual obligations.

All copy, advertisements or art work to fulfill USATF Sponsor obligations hereunder shall be provided to LOC, on or before a date to be mutually agreed between LOC and USATF.

3.7 National and Local Marketing. USATF shall conduct and control all national marketing and promotion related to the Championships. LOC shall conduct, subject to USATF approval, all regional and local area marketing and promotion of the Championships. LOC and USATF shall consult and coordinate, where and when appropriate, their respective marketing and promotional activities, including Ancillary Events.

3.8 Merchandise and Licensing. USATF owns and controls all merchandising and licensing rights related to the Championships. USATF will, if requested, negotiate with LOC in good faith with respect to limited sublicensing opportunities.

3.9 Ticketing. USATF grants LOC the rights to produce and sell all tickets, and retain all revenues from Championships ticket sales, subject to the following:

(a) LOC and USATF shall mutually agree upon ticket pricing for the Championships;

(b) The design, sales and distribution of tickets must be approved in advance by USATF, and shall meet all USATF Sponsor requirements (i.e., VISA “only” preference);

(c) Provision of adequate seating for Athletes and Athlete Support;

(d) Provision of 300 “prime or best” tickets for USATF, USATF Sponsors and VIPs;

(e) LOC and USATF shall consult on ticketing of prime seating locations and the necessary and required broadcast or print media “seat kills;”

(f) Provision of a ticket discount program for USATF members of at least ten percent (10%). Such discount can be limited to advance sale tickets, and USATF shall provide membership verification services for this purpose.

3.10 Miscellaneous Revenues. Subject to USATF’s prior written approval, LOC may generate revenues or budgetary relief by means of charitable contributions, grants, and value-in-kind contributions, to the extent provided by applicable laws and, provided, that, such arrangements are consistent with USATF’s legal obligations to USATF Sponsors. LOC’s commitments to donors shall not supersede or displace USATF Sponsor benefits.

3.11 Use of USATF Designated Marks. Subject to USATF’s prior approval, and all other requirements contained with this Agreement, USATF hereby grants LOC a limited license to use only those USATF Designated Marks identified by USATF in connection with promotion and/or advertising related to the Championships and for no other reason whatsoever; provided, however, that LOC shall not use USATF Designated Marks in connection with any merchandise, apparel or any similar product. USATF may revise the USATF Designated Marks from time to time as it deems appropriate. LOC shall submit exact copies of the proposed uses of USATF Designated Marks to USATF, in advance. All such uses of USATF Designated Marks by LOC shall inure to the benefit of USATF. This limited license to use USATF Designated Marks shall not in any way create any ownership rights in LOC to USATF Designated Marks nor shall it give LOC the right to sublicense, assign or delegate USATF Designated Marks to any third party, including, but not limited to Local Sponsors or donors. Any use of USATF Designated Marks by LOC or its sublicensees, must comply fully with all applicable Federal Trade Commission regulations and the regulations of any similar state agencies. LOC shall exercise its best efforts to prevent unauthorized use of any such USATF Trademarks, or authorize USATF Trademarks to be used or exploited, in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of USATF, nor in any manner that is contrary to applicable laws. In any event, no Local Sponsor shall:

- (a) indicate or advertise that it is an "official sponsor," "national sponsor," or otherwise a sponsor of or supplier to, or has any relationship with, USATF;
- (b) state that USATF has endorsed, selected or approved of any of its products and/or services; or
- (c) use any USATF Mark or name except as identified by USATF.

LOC shall exercise its best efforts to ensure that it and its sublicensees comply with the provisions of this section. Any and all rights or license to use USATF Designated Marks shall terminate at 11:59 PM on the last date of the Championships. Notwithstanding the foregoing, LOC may, subject to USATF's prior written approval, design and develop a Championships Logo to use for the promotion and marketing of the Championships. All such designs, logos, trademarks and trade names created by LOC for the Championships that incorporate any of the USATF Designated Marks or elements thereof shall become the sole property of USATF and all LOC rights or license to use such designs, logos, trademarks and trade names shall terminate on the dates and times noted above in this section.

3.12 **Protection of Media Rights.** USATF shall have the right to control all aspects of the production of any broadcast of the Championships. LOC will not take any steps that restrict in any way USATF's or any broadcaster's ability to broadcast the Championships and will ensure that: (a) film, television, and other media crews, other than those of a broadcaster, are not permitted access to the sites of the Championships during the events and preparations therefor without the USATF's prior written approval, and (b) tickets to the Championships include language on the back thereof restricting the use of photographs, videotape and other audio and/or visual recordings to noncommercial purposes and prohibiting all Internet use, without the prior written consent of a duly authorized representative of USATF. In the event tickets are not issued for the Championships, LOC agrees to have an announcement made restricting the use of photographs, videotape and other audio and/or visual recordings to noncommercial purposes and prohibiting all Internet use, without the prior written consent of USATF. The ticket back language and form of announcement will be provided by USATF. Media will be given access to the sites of the Championships for purposes of conducting interviews and limited rights to broadcast highlights of the Championships on the terms and conditions of the news access rules established by USATF and broadcaster (if applicable). LOC agrees to require photographers and media to agree in writing to abide by such news access rules prior to issuing accreditations for the Championships to such photographers and media.

4.0 **PROMOTION AND MEDIA RELATIONS.** USATF and LOC shall cooperate and consult with each other to optimize public awareness of the Championships. LOC shall use its best effort, subject to the terms and conditions of this Agreement and subject to USATF's prior approval, to promote the Championships through advertising, public relations, and the utilization of all media available to it, including radio, television, newspaper and trade publications to generate substantial spectator and community support. USATF shall have sole responsibility with respect to public relations efforts on a national basis, while LOC shall have primary responsibility for regional and local public relations activities. In addition, LOC shall identify USATF as the sanctioning body of the Championships in all materials related to the Championships, including but not limited to, all radio, television, newspaper, trade publications and all advertisements, flyers and posters.

4.1 USATF and LOC shall cooperate and consult with each other with respect to media relations related to the Championships, including, but not limited to, the content and distribution

of all press releases and the planning and conduct of all press conferences. After consultation with LOC, USATF's decision shall be final with respect to the planning, content, and distribution of all press releases and/or press conferences, whether in Host City or elsewhere.

4.2 USATF and LOC shall cooperate and consult with each other, provided, that USATF shall have the right of final approval, with respect to the organization of all media operations for the Championships. LOC shall ensure that adequate planning, administration and space is allocated for services and equipment needs of all print and broadcast media (including credentialed photographers) attending the Championships. These plans shall include, but not be limited to, arrangements for the press box, interview area, photographer zones, and a mixed zone for the marshalling of Athletes for broadcast and print media interviews. LOC shall ensure that adequate communications systems, such as phone lines, high speed internet access, and functioning power outlets, are in place as necessary and appropriate for staging a first class sporting event.

4.3 USATF and LOC shall cooperate and consult with each other with respect to press accreditation, provided that USATF shall have the right of final approval as to the systems, procedures and guidelines for press accreditation and the parties to whom credentials are issued.

5.0 COOPERATION WITH USATF LOCAL ASSOCIATION. LOC understands that USATF has 57 local Associations and that USATF's Bylaws and Regulations require the participation of the relevant USATF local Association in organizing the Championships. LOC shall comply with all provisions of the USATF Bylaws and Regulations, including those relating to local Associations, and shall work and cooperate with the USATF respective local Association in its preparations for the Championships. LOC shall obtain a sanction for the Championships through the respective local Association of USATF.

6.0 INSURANCE. With respect to all duties by LOC with respect to the Championships and for the duration of this Agreement, but in no event later than ninety (90) days prior to the commencement of the Championships and continuing no less than ninety (90) days after the Championships, LOC shall carry comprehensive general liability insurance with an insurance company or companies acceptable to USATF, providing for a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Ten Million Dollars (\$10,000,000.00) in the aggregate, for all damages arising out of bodily injury or death for each person at or adjacent to the Championships location or other premises related to the administration or conduct of the Championships. Insurance coverage shall also provide for a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Ten Million Dollars (\$10,000,000.00) in the aggregate, for all damages arising out of injury to or destruction of property at or adjacent to the Championships location or other premises related to the administration or the conduct of the Championships. LOC shall also carry automobile liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for all owned, non-owned, and hired vehicles which insurance shall include coverage for bodily injury, property damage and personal injury (including death) and LOC shall carry workers' compensation insurance covering employees of LOC with limits as required by statutory law, including Employer's Liability coverage with limits not less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) disease-each employee and One Million Dollars (\$1,000,000.00) disease-policy limit. Lastly, insurance coverage shall also provide for a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Ten Million Dollars (\$10,000,000.00) in the aggregate, for all damages arising out of advertising, including contractual liability, as may be applicable to LOC's responsibilities related to the administration or the conduct of the Championships. Said policy or policies shall name as additional insureds USATF, its respective board of directors, officers, agents and employees, as well as the broadcaster, and shall contain a cross liability

(severability of interests) provision. LOC shall furnish USATF with Certificates of Insurance acceptable to USATF ninety (90) days prior to the start of the Championships, as evidence of said insurance coverage. LOC shall certify that at least the minimum insurance coverage required above is in effect and that the insurance policy(ies) providing such coverage will not be canceled or materially changed without thirty (30) days advance written notice to USATF and the broadcaster(s) (if applicable) and that no material change in such coverage may be made without the prior written agreement of a duly authorized representative of USATF. LOC may obtain insurance coverage through USATF's sanction insurance program. In the event that the LOC elects not to obtain insurance coverage through USATF's sanction insurance program, the Parties will exchange Certificates of Insurance with limits that are acceptable to both Parties.

7.0 FINAL REPORT. LOC shall provide to USATF a final financial accounting and post event summary for future planning and educational purposes, within sixty (60) days following the Championships, which shall contain:

(a) A final accounting of all Championships-related income and expenses. USATF shall have the right for a period of one hundred eighty (180) days after receipt of the final LOC accounting to inspect, audit or otherwise examine LOC's books and records, financial statements, reports and other relevant data. Such examination shall be conducted at any time during normal business hours, subject to forty eight (48) hours prior written notice. Within one hundred eighty (180) days after receipt of the final LOC accounting, USATF shall provide LOC either with final written approval of such accounting or with a written determination that such accounting does not conform to the terms of this Agreement or is otherwise inadequate. In the event that USATF determines the LOC final accounting is deficient, LOC shall have the right to respond in writing to USATF's findings. Such written response shall be submitted within thirty (30) days of receipt by LOC of USATF's written determination. USATF and LOC shall, within thirty (30) days of receipt by USATF of LOC's written response, meet and confer in a good faith, diligent effort to resolve their disagreement. In the event the Parties are not able to resolve their disagreement through such a meet-and-confer process, either Party shall have the right to elect to submit the disagreement to final and binding arbitration pursuant to this Agreement. In the event of an agreed upon accounting deficiency, LOC shall reimburse USATF for its costs associated with said examination. USATF and LOC shall have no liability whatsoever as to any deficit incurred by the other.

(b) The final version of the Championships operational plan with final conclusionary explanations of successes, failures and opportunities and suggestions for future improvements, based upon its experience of hosting the Championships.

8.0 INDEMNIFICATION.

(a) LOC Indemnification. LOC at its expense, shall defend, indemnify and hold USATF, IAAF, and the USOC, and their respective officers, directors, employees, members, volunteers, agents and assigns (sometimes referred to individually as an "Indemnified Party") harmless from any and all causes of action, claims, demands or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which LOC is responsible arising out of or related to this Agreement or the performance hereof, including without limitation, injuries or death to spectators, Athletes or officials and property damage, except, with respect to a specific Indemnified Party, to the extent such injuries, death and/or property damage are caused by the negligence or willful misconduct of that Indemnified

Party. In addition, LOC shall also indemnify the respective Indemnified Party for LOC's: (i) use of USATF Trademarks in any manner not authorized by USATF; (ii) any breach by LOC of any provision hereof or the inaccuracy of any representation or warranty made by LOC herein; and (iii) product liability or general liability matters connected with any marketing or promotional activities conducted by LOC without written approval from USATF. LOC shall pay all costs, including reasonable attorneys' fees and damages against any Indemnified Party directly attributable to any such claim. USATF or LOC, as the case may be, shall notify the Indemnified Party in writing of any such claim and shall give the Indemnified Party information and assistance for the defense of any such claim.

(b) USATF Indemnification. USATF, at its expense, shall defend, indemnify and hold LOC, its officers, directors, employees, and volunteers harmless from any and all third party claims, causes of action, demands, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements but excluding all consequential losses and losses of profit ("Claims") arising from or connected with any negligent actions or inactions or willful misconduct for which USATF is directly responsible arising out of or related to this Agreement or the performance hereof, including without limitation, injuries or death to spectators, Athletes or officials and property damage, except to the extent such injuries, death and/or property damage are caused by the negligence or willful misconduct of LOC. USATF shall pay all costs, including reasonable attorneys' fees and damages finally awarded against LOC directly attributable to any such Claims. USATF or LOC, as the case may be, shall notify the other Party in writing of such claim. LOC shall have the right but not the obligation to participate in the defense of the claim, at its sole cost and with counsel of its choosing. Notwithstanding the foregoing, USATF's liability shall be limited to the rights fee paid for the Championships.

(c) Indemnification Notice. Each indemnification is conditional upon the indemnifying party being given notice as soon as practicable of any event likely to give rise to a claim or liability, the right to control the defense of such claim (to the extent the indemnifying party assumes responsibility for the outcome of the claim) and the full cooperation of the indemnified party in doing so. Notwithstanding the foregoing, if and to the extent that any claim involves the ownership or use of USATF Trademarks, USATF shall have the right to control the defense of such claim without forfeiting its right to indemnification.

9.0 TERMINATION. In the event that LOC fails to perform its obligations under this Agreement in a timely manner, including the timely provision of payment of the rights fee, then USATF may terminate this Agreement and withdraw LOC's right to conduct the Championships, by delivering written notice to LOC, which notice shall (a) detail the nature of its breach of its obligations under this Agreement, and (b) state that this Agreement will be terminated unless LOC remedies such breach within ten (10) days after its receipt of written notice from USATF. If the date of USATF's notice of breach is within one hundred twenty (120) days of the published date of the Championships, then LOC shall have only five (5) days to cure its breach, prior to USATF's ability to exercise its right of termination. USATF will not have any obligation to LOC, upon termination of this Agreement hereunder, or elsewhere under this Agreement. Upon the expiration or termination of this Agreement for any reason, LOC shall cease all use of USATF Trademarks granted to LOC under this Agreement, and its rights to use same shall terminate. LOC shall immediately (a) cease distribution of all advertising and other materials bearing any USATF Trademarks, and (b) destroy or deliver to USATF all advertising and other materials bearing USATF Trademarks that are still in the possession of LOC or under LOC's control; provided that LOC may retain a limited number of advertising and promotional materials solely for its own archival purposes.

10.0 FORCE MAJEURE. If either LOC or USATF is delayed or prevented from performing its obligations under this Agreement by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, cancellation or rescheduling of television/cable programming, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage or labor problems, the non-performing party shall immediately notify the other party of the force majeure event, and shall not be deemed in breach of this Agreement. Notice by the non-performing party shall detail the nature of the force majeure event, the anticipated duration of the said event, and the steps being taken to remedy the failure of performance.

11.0 REPRESENTATIONS AND WARRANTIES OF USATF. USATF represents, warrants, and covenants to LOC as follows.

(a) It will comply with applicable federal, state and local laws, executive regulations and orders in carrying out its obligations under this Agreement.

(b) It is a non-stock corporation duly organized, existing and in good standing under the laws of the Commonwealth of Virginia.

(c) It is the national governing body of the sport of Athletics in the United States, as recognized by the United States Olympic Committee, pursuant to the Ted Stevens Olympic & Amateur Sports Act of 1998, as amended.

(d) It is not now, and will not be so long as this agreement remains in effect, (i) insolvent, (ii) in bankruptcy proceedings or in receivership or (iii) or engaged in or threatened with any litigation or arbitration or other legal proceedings or investigation of any kind which would have an adverse effect on its ability to perform under this Agreement.

(e) The execution and performance of this Agreement have been duly authorized and approved by USATF and is legally binding and enforceable against USATF in accordance with its terms. The undersigned persons of USATF have full power and authority to enter into and make the representations contained in this Agreement on behalf of USATF. The consummation of the transactions provided for in this Agreement will not result in any breach of, or constitute a default under any indenture, mortgage, contract or agreement (or any term or provision thereof) to which USATF is a party.

(f) The USATF Designated Marks authorized for use by LOC are the sole properties of USATF. To the best of USATF's knowledge, such USATF Designated Marks do not infringe upon any patent, trademark, copyright, trade name, or other proprietary interests.

(g) USATF expressly disclaims any representation or warranty that the Championships will take place or be conducted as currently planned.

12.0 REPRESENTATIONS AND WARRANTIES OF LOC. LOC represents, warrants, and covenants to USATF as follows:

(a) It will comply with the all applicable IAAF and USATF Rules and Regulations, USOC and USATF bylaws, requirements and restrictions, and all applicable federal, state and local laws, executive regulations and orders in carrying out its obligations under this Agreement.

(b) The information provided on the attached corporate entity information page is complete and accurate.

(c) It is not now, and will not be so long as this Agreement remains in effect (i) insolvent, (ii) in bankruptcy proceedings or in receivership or (iii) or engaged in or threatened with any litigation or arbitration or other legal proceedings or investigation of any kind which would have an adverse effect on its ability to perform under this Agreement.

(d) The execution and performance of this Agreement have been duly authorized and approved by the appropriate officers, board or other officials of LOC. The undersigned LOC persons have full power and authority to enter into this Agreement on behalf of LOC. The consummation of the transactions provided for in this Agreement will not result in any breach of, or constitute a default under any indenture, mortgage, contract or agreement (or any term or provision thereof) to which LOC is a Party.

(e) It has the financial and other resources to conduct the Championships as contemplated hereunder.

(f) The Bid, hereto attached, is accurate and complete, and LOC has the requisite ability and resources to perform its obligations stated therein in addition to any other reasonable requirements proposed by USATF hereunder.

(g) It has the requisite commitments, financial and otherwise, from third parties required under this Agreement.

(h) It agrees to perform the Agreement conscientiously to the full extent of its ability and in a competent and professional manner.

(i) It agrees to perform the Agreement in a good and workmanlike manner consistent with commercially reasonable standards.

13.0 MISCELLANEOUS PROVISIONS. The following miscellaneous provisions apply to this Agreement.

(a) This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Indiana (excluding its conflicts of law rules), the Federal Trade Mark Act of 1946, as amended, and the Ted Stevens Olympic and Amateur Sports Act of 1998.

(b) Headings and captions are supplied for convenience of reference only and shall have no weight or value in connection with the construction of this Agreement, nor shall any weight or value be given to the relative position of any provisions hereof in determining such construction. The singular shall include the plural, the plural shall include the singular, and any genders all other genders.

(c) In the event of a conflict between the terms of this Agreement and the terms of the Bid, Statement of Agreement, or any other document dated prior to the date of this Agreement, the terms of this Agreement shall control and be final and binding on all parties.

(d) Nothing contained herein shall be construed to place the Parties in a relationship of partners, joint ventures, or principal and agent, and neither Party shall have the power to obligate

or bind the other Party in any manner whatsoever, except as expressly stated herein. The Parties further agree that no representations shall be made by either Party that would create an apparent employment, partnership, or joint venture.

(e) The waiver by either Party of a breach of any of the provisions of the Agreement shall not operate or be construed as a waiver of any subsequent breach. Furthermore, no evidence of any waiver, modification, amendment or cancellation shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting the Agreement, or the rights or obligations of any Party hereunder, unless such waiver, modification, amendment or cancellation is in writing, duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

(f) Each and every section, term, and/or provision of this Agreement shall be considered severable and if for any reason any section, term, or provision hereof is determined to be invalid, contrary to, or in conflict with, any existing or future law, the invalidity shall not impair the operation or the effect of the remaining sections, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect.

(g) Except as provided above in this Agreement, this Agreement is the entire agreement between LOC and USATF with respect to the Championships.

(h) Except as expressly provided herein, this Agreement may not be modified, amended, or changed without a written instrument signed by the duly authorized representatives of both USATF and LOC.

(i) The prevailing Party in any action to enforce the terms of this Agreement shall be entitled to reimbursement from the other Party of reasonable attorneys' fees and costs of enforcement incurred in such action. Additionally, all reasonable attorneys' fees and costs of collection incurred in connection with the collection of all amounts not paid when due hereunder shall be paid by the Party from whom collection is sought.

(j) All remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(k) The terms and conditions contained in the Agreement that by their sense and context are intended to survive the termination thereof by the Parties hereunder shall so survive the termination of the Agreement.

(l) The Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original but all of which together shall constitute one and the same agreement. Only one counterpart signed by the Party, against which enforceability is sought, needs to be produced to evidence the existence of the Agreement.

(m) LOC acknowledges that USATF Trademarks possess special, unique and extraordinary characteristics that make difficult the assessment of monetary damages that would be sustained as a result of LOC's unauthorized use or misappropriation thereof. LOC recognizes that irreparable injury could be suffered by USATF in the event of the LOC's unauthorized use or misappropriation of USATF Trademarks, and therefore agrees that, notwithstanding any other sections in this Agreement, USATF may seek from any court of competent jurisdiction, injunctive

and other equitable relief as appropriate. If USATF seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by LOC involving an unauthorized use of any USATF Trademarks, LOC agrees that it shall not allege in any such proceeding that USATF's remedy at law is adequate. If USATF seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall either Party be deemed to have made an election of remedies. LOC hereby irrevocably submits to the venue and jurisdiction of the courts of the State of Indiana, and the courts of the United States of America located in Indiana with respect to any equitable relief that is sought under this Agreement by USATF.

14.0 NOTICES. All notices under this Agreement and other communications hereunder shall be deemed sufficient and considered received if given personally, or when sent by facsimile, or by registered mail certified mail, or recognized courier service (such as Federal Express, UPS or other similar service provider) to the appropriate address as follows:

USATF: Mike McNeese, Interim Chief Executive Officer
USA Track & Field, Inc.
132 East Washington Street, Suite 800
Indianapolis, Indiana 46204
Phone: (317) 261-0500

with copy to: USA Track & Field, Inc.
Attn: General Counsel
132 East Washington Street, Suite 800
Indianapolis, Indiana 46204
Phone: (317) 713-4683

Either Party may provide the other Party with a change of address by facsimile or registered mail addressed as provided in this section. Notices shall be effective upon receipt.

15.0 ARBITRATION. All disputes under this Agreement shall be resolved by arbitration by a single person agreed upon by the Parties or, in the absence of agreement, appointed in accordance with the Commercial Rules of the American Arbitration Association. The dispute shall be adjudicated under and in accordance with the Federal Arbitration Act (as the same may be in effect in the United States of America at the time of the dispute) and the Commercial Rules of the American Arbitration Association (as the same may be in effect at the time of the dispute). The substantive law to be applied shall be the law of the United States of America and the State of Indiana without regard to conflict of laws principles. The costs of the arbitration shall be borne equally between the Parties unless the arbitrator decides otherwise. The proceeding, including the making of the award shall be held at a location agreed upon by the Parties or, in the absence of agreement, at a location in Indianapolis, Indiana designated by the arbitrator. The decision of the arbitrator shall be final and binding upon the Parties except as otherwise provided in the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. The arbitrator shall have the right to award the prevailing Party reasonable attorneys' fees. Nothing in this section shall prevent either Party from seeking and obtaining injunctive relief in the same manner as it could have done if this clause was not included in this Agreement.

16.0 USATF NAME AND LOGO. LOC acknowledges USATF's sole ownership of and its exclusive right, title and interest in and to the USATF name or USATF Trademarks now or hereafter owned by USATF singly or in any combination.

(a) LOC recognizes that USATF Trademarks possess substantial goodwill and economic value to USATF, and expressly agrees not to use such USATF Trademarks without the prior written consent of a duly authorized representative of USATF.

(b) LOC shall have the right to use USATF Designated Marks only in connection with the terms contained in this Agreement; provided that any such use shall be of a high standard, appearance and quality and suited to the protection and enhancement of the USATF Designated Marks and the goodwill inherent therein; and provided, further that LOC shall submit any proposed uses to USATF for its prior written approval and, in the event USATF approves any such proposed use, shall not depart in any respect therefrom without the prior written consent of a duly authorized representative of USATF and shall not adopt any uses or designs rejected by USATF.

(c) LOC shall comply with all written instructions received from USATF concerning the use and manner of display of copyright and trademark notices in connection with its use of USATF Trademarks referred to above.

(d) LOC agrees not to apply for or obtain any state, federal, or foreign trademark or service mark registrations pertaining to or including any such USATF Trademarks,

17.0 NO ASSIGNMENT. LOC shall not have the right to assign its rights or obligations, nor delegate the performance of its duties under the Agreement, to any other person or entity without the prior written consent of a duly authorized representative of USATF. No assignee of LOC permitted by USATF shall receive the right to further assign or delegate any of the rights, duties or responsibilities accepted by any such assignee from LOC without the prior written express approval of a duly authorized representative of USATF.

18.0 CONFIDENTIALITY. LOC will treat any and all information gained through the performance of said services for USATF in a confidential manner. LOC will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of USATF, without regard as to whether any or all of the foregoing information would be deemed confidential, material, or important. The Parties hereby stipulate that any breach of the terms of this section is a material breach of the Agreement.