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I. Welcome from the CEO

Dear Olympic Trials Bidders,

On behalf of the USA Track & Field (USATF) Board of Directors, Men’s and Women’s Track & Field Committees, and the National Office staff, we would like to extend our appreciation for your interest in hosting our premier track & field meet, the U.S. Olympic Team Trials.

As the pinnacle event leading up to the 2020 Tokyo Olympic Games, the U.S. Olympic Team Trials provides our athletes the opportunity to participate in one of the most highly anticipated meets in the world. Only the top three men and top three women in each event will earn the right to become a member of the United States Olympic Team.

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 responsibly among USATF, the United States Olympic Committee (USOC), and the Local Organizing Committee (LOC). 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. USATF is responsible for the conduct and oversight of this event, and ultimately, we and the USOC will award the Olympic Trials in the manner that is most beneficial to the sport, the athletes, and our constituencies.

During the bid process, please feel free to contact our USATF National Office staff with any questions you may have. Individual contact information can be found on “Attachment C” of this document.

Once the Olympic Trials are awarded, we will be available to assist on event details, finalize contracts where necessary to protect your interests and ours, coordinate additional services via USATF Member Associations, and promote the event. Our Associations form a national network of athletes, coaches, officials, and supporters, and they can provide invaluable assistance to ensure the success of the event.

We look forward to receiving your bid and having you as part of the USATF Team. Thank you for your interest in USATF and the U.S. Olympic Team Trials.

Yours truly,

Max Siegel
II. **USATF – Who We Are**

USA Track and Field, Inc. (“USATF”) is the national governing body (“NGB”) for track and field, long distance running and race walking. USATF is a not-for-profit organization headquartered in Indianapolis, Indiana, with a nationwide membership of more than 130,000 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, in its capacity as NGB, 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 Championships and other international team competitions. The 2020 Olympic Trials will serve as the selection competition for athletes seeking to compete for Team USA in the 2020 Tokyo Olympics.

USATF is proud of our continued success as an organization and of our storied history; however, the past five years have been particularly special for USATF. At the 2016 Olympic Games in Rio de Janeiro, we had a record-setting performance, with 32 medals. On the business side, we have brought on board more than 12 new partners, and our current partners include Nike, The Hershey Company, Gatorade, KT Tape, and St. Vincent Sport Performance, among several others. Additionally, our broadcast partner, NBC Sports, has made a long-term commitment to the sport of track & field and road running. The 2016 U.S. Olympic Trials – Track & Field averaged over 3.8 million viewers per NBC network broadcast. This increased television exposure has and will continue to greatly benefit our sport by exposing the nation and the world to our athletes, who comprise Team USATF – The World’s #1 Track & Field Team.

As the NGB for track & field, USATF is charged by the USOC with the responsibility of organizing the U.S. Olympic Team Trials. As you read through this RFP, please take note of the instructions and requests for information.

We look forward to working with you in your efforts to host the 2020 Olympic Trials.
III. Fast Facts

What: The U.S. Olympic Team Trials is the country’s premier track and field meet and will select the U.S. Team athletes (up to three men and three women per event) for the Games of the XXXII Olympiad in Tokyo, Japan, to be held July 24-August 9, 2020.

When: Friday, June 19-Sunday, June 28, 2020

Numbers:
- 1300 Athletes (elite level athletes attaining entry standards)
- 800 Athlete Representatives (coaches, agents, trainers, etc.)
- 140 USATF Competition Officials
- 80 USATF and USOC Official Administrators
- 500 Media (national/international press, photo, and broadcasters)
- 2,000 Local Volunteers
- 22,000 Average daily attendance
- 189.5 million Facebook/Twitter impressions

Television: The U.S. Olympic Team Trials will be broadcast live on NBC and/or NBC partner networks.

Projected:
- $32-37 million Economic impact to your city
- $33 million Valuation of media coverage in national and international exposure
- 6,300 Media stories surrounding the event

Costs:
- $20,000 Bid Fee; includes non-refundable $5,000 application fee
- $500,000 Rights Fee, paid by successful bidder
- $1,400,000 Prize money, paid by successful bidder
- $1,100,000 Athlete support money, paid by successful bidder
IV. Tips on Bidding

Determine the scope of the bid
The scope, essential characteristics and requirements for staging successful Olympic Trials vary. Elite National Championships, like the Olympic Trials, 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. If this is your first time bidding for an Olympic Trials, 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.

Adhere to special requirements
There will be special requirements and considerations for your U.S. Olympic Team Trials bid. The selected site shall include ancillary events for athletes, coaches, and their representatives, practice venues for the duration of competition, and an extensive shuttle network amongst the city.

Contact persons with knowledge and expertise
Please feel free to contact any of the USATF Officers, the Track & Field Committee Chairpersons, or the USATF National Office listed on “Attachment C” of this Handbook for assistance with your bid.

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.

Contact your local USATF Association
USATF is geographically divided into 57 local Associations, all of which conduct local road running and 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 an Olympic Trials (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 found in this bid document within “Attachment D.”
V. Site Selection and Payment Timeline

<table>
<thead>
<tr>
<th>Date</th>
<th>Events</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 25, 2018</td>
<td>Bids due</td>
</tr>
<tr>
<td></td>
<td>$20,000 Bid Fee due</td>
</tr>
<tr>
<td>May 28– June 1, 2018</td>
<td>Bids reviewed</td>
</tr>
<tr>
<td></td>
<td>Site visits conducted (if necessary)</td>
</tr>
<tr>
<td>On or around June 8, 2018</td>
<td>Preliminary event agreement signed</td>
</tr>
<tr>
<td></td>
<td>Announcement of 2020 U.S. Olympic Team Trials</td>
</tr>
<tr>
<td>July 31, 2018</td>
<td>$105,000 of Rights Fee due</td>
</tr>
<tr>
<td>September 3, 2018</td>
<td>$187,500 of Rights Fee due</td>
</tr>
<tr>
<td>February 1, 2019</td>
<td>$187,500 of Rights Fee due</td>
</tr>
<tr>
<td>February 1, 2020</td>
<td>$1,250,000 of athlete support, prize money due</td>
</tr>
<tr>
<td>June 1, 2020</td>
<td>$1,250,000 of athlete support, prize money due</td>
</tr>
</tbody>
</table>

*The site selection timeline dates are subject to change.*

**USATF reserves the right to award the U.S. Olympic Team Trials in the manner it deems most beneficial to the sport, the athletes, and its constituencies.
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. Please label all responses regarding the ensuing pages with the appropriate topic heading and numbering scheme.

Bidder to provide the following:

a. Ten (10) complete copies and one (1) digital copy of the U.S. Olympic Team Trials proposal. Proposals 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, video content, maps, charts, etc. may be included. Submission of loose pieces of information or materials is strongly discouraged.

b. The signed “Statement of Agreement” found in this RFP packet.

c. The signed “Association Acknowledgement” found in this RFP packet.

d. A certified check payable to “USA Track & Field” for the Bid Fee.

The successful bidder’s Bid Fee will be permanently held as partial payment of the Rights Fee. The successful bidder will additionally be required to provide a minimum of $1,400,000 in athlete prize money and $1,100,000 in athlete support money. The successful bidder shall pay USATF the Rights Fee, athlete prize money and athlete support money as outlined in the Payment Timeline on page 7 of this RFP. USATF will return the Bid Fee to unsuccessful bidders less the $5,000 application fee and reasonable administrative costs.

All applications must be received no later than Friday, May 25, 2018. Prospective bidders shall send bid packages to:

Events Department
USA Track & Field, Inc.
130 E. Washington Street, Suite 800
Indianapolis, IN 46204
(317) 713-4686
events@usatf.org
VII. The Host Organization & Bid City Committee Outline

Hosting the 2020 U.S. Olympic Team Trials involves joining the efforts of the host community, USATF, and the USOC 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 local organizing committee to develop marketing strategies and to structure promotional programs, develop clinics, sport science programs, coaching education clinics, school visits, and athlete programs. USATF expects the successful bidder to provide the highest quality of products and support services available to athletes, administrators, and spectators.

The USATF National Office, in conjunction with its Men’s and Women’s Track & Field and Race Walk Committees, and USOC staff, shall have overall responsibility for administration of the event. A USATF Meet Management Team will be selected for this purpose. All persons and organizations involved with the staging of the U.S. Olympic Team Trials are subject to approval by USATF and the USATF Track & Field and Race Walk Committees.

a. Local Organizing Committee

The Local Organizing Committee (LOC) designated by the winning bidder to plan and execute the U.S. Olympic Team Trials 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 LOC is to have representation from key local entities, such as the Convention & Visitors Bureau, Sports Commission/Council, Chamber of Commerce, Mayor’s and Governor’s offices, media (print, radio and television), USATF Association, state high school athletic association, and the local athletics 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 2020 U.S. Olympic Team Trials.

The primary goals of the LOC are to: 1) promote public awareness of the event within the business and civic community; 2) raise funds to support the staging of the U.S. Olympic Team Trials; 3) work in conjunction with USATF and the USOC to secure local sponsorships, develop tailored packages, and drive attendance; 4) develop community outreach programs aimed at schools, service organizations, and local USATF running clubs; and 5) create initiatives that provide the city with a sense of “ownership” and a platform for building a legacy associated with the 2020 U.S. Olympic Team Trials.

Bidder to provide the following:

i. 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 participants, and corporate partners, highlighting the nature of their contributions.
ii. The legal name, address, web page address, telephone and fax numbers and the legal form of the sponsoring organization bidding for the 2020 Olympic Team Trials. List name and background information of key management personnel who will be responsible for the conduct of the U.S. Olympic Team Trials. Provide an organizational chart of the proposed management team.

iii. Identified and detailed opportunities 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 U.S. Olympic Team Trials, and what if any will be implemented. Provide demographic information on all of these individuals (i.e. gender, ethnic background, disability).

iv. Information regarding the bidding organization’s assets, existing funding sources, start-up budget, and its proposed funding sources for the U.S. Olympic Team Trials.

v. The names of 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.

b. Local Meet Management Committee

The 2020 U.S. Olympic Team Trials will require a variety of experienced personnel from the LOC. While the successful bidding organization should not be limited to the following positions, USATF requires that the following positions be fulfilled and identified if possible:

**Bidder to provide the following:**

i. **Event Manager** - This individual serves actively on the LOC and is responsible for Olympic Trials oversight. They are the liaison to the USATF Meet Management team, the USATF Events Department, and the USOC on a day-to-day basis.

ii. **Volunteer Coordinator** - This individual is responsible for the recruitment of local persons to work the Olympic Trials on a volunteer basis. This includes assigning duties, scheduling training, coordinating credentialing and uniform process, and daily coordination for all Olympic Trials volunteers.

iii. **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.

iv. **Field of Play Coordinator** - 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.
and must maintain a cooperative relationship with the USATF Meet Management team.

v. **Equipment Coordinator** - 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.

vi. **Medical Coordinator** - This individual is responsible for recruiting and organizing the medical staff required for the Olympic Trials, i.e., doctors, trainers, chiropractors, physiotherapists, etc. He or she also orders all supplies and equipment that will be needed and supervises all space requirements in the athlete warmup areas and on the field of play during preparation and conduct of the event.

vii. **Press Operations Coordinator** - This individual is responsible for planning and managing the media work space throughout the competition, coordinating press conferences, providing for needs of the working press, and managing media and photography credential requests.

viii. **Security Coordinator** - This person secures and manages both volunteer and paid security staff for the Olympic Trials. This person should be very knowledgeable about the facilities and routes involved, evacuation procedures, credentialing plan, and national security awareness alerts/procedures.

ix. **Officials’ Coordinator** - This individual is the Officials or Certification Chairman from the local USATF Association involved. This person is responsible for planning and organizing aspects of operations related to Officials, i.e., competition assignments, housing and transportation shuttles, and on-site hospitality area.

x. **Transportation Coordinator** - This person is responsible for developing and implementing the Olympic Trials transportation plan. This includes all competition and practice venues, airport(s) and designated race hotel(s).

xi. **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 areas are organized and secured under the prescribed protocol. He or she is available to assist doping control staff for the duration of the Olympic Trials.
c. Host City & Community

Bidder to provide the following:

i. 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.

ii. Endorsements and/or letters of cooperation from universities, the community, and state or local governments.

iii. Background information on local newspapers, TV affiliates, and top radio stations. Please include status, ratings and 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 U.S. Olympic Team Trials.

iv. 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 current sponsors on pages 27-30).

v. A list of all major companies, including any Fortune 500 companies, located within your city or the surrounding area(s). Please indicate which of these companies with whom you maintain a relationship.

vi. A list of local major and professional sports teams and local amateur sports development agencies.

vii. A list of all major events to be hosted in your community twelve (12) months before and twelve (12) months after the date of the U.S. Olympic Team Trials.

d. Facilities

Technical Specifications
The U.S. Olympic Team Trials is the highest-level, domestic track and field event in the United States. 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 an Olympic Track & Field Trials facility.

The bidder shall obtain the current USATF Competition Rulebook, the IAAF Handbook, and the IAAF Track & Field Facilities Manual, containing the technical specifications for all track & field events and provide answers to most technical questions. 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.
The LOC must provide the exclusive use of the facility from one week prior to the start of the 2020 U.S. Olympic Team Trials through (and including) the Monday following the last day of competition. 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.

The following items are the desired and optimal specifications for each of the competition venues:

i. **Track Oval**
The track must be a 400-meter oval, with a single radius turn between 35.0 and 38.0 meters (114’10” and 124’8”). A 36.5 to 37.0 meter (119’9” to 121’5”) radius is seen as optimal. A “broken back” [=double radius] track, equal to or better than the optimal distances listed above, is also acceptable.

The track must have 8 lanes. Facilities with a 9th lane, particularly on the sprint straightaway will be looked upon favorably. All lanes should be viewable by television cameras placed in the stands and at the finish line and without obstruction. All lanes must be 1.22 meters (48”) in width. A steeplechase water jump must be part of the track, located either on the inside or the outside of the oval.

The track must be striped and marked to USATF and/or IAAF specifications, and this striping should include all marks required to conform to current automatic timing requirements.

All running, jumping and throwing surfaces and landing areas must meet IAAF specifications as to allowable slopes and inclinations. The running track, jumping runways and javelin approach must be a synthetic surface, with such material meeting the highest standards under the current IAAF Track Certification Program.

The track must have curbing around its circumference, which meets IAAF specifications. This curbing must, if necessary, be removable for the runners to access the steeplechase water jump and, where necessary, for jumpers’ unobstructed use of field event areas/runways.

**Bidder to provide the following:**

a. The composition of track surface, brand name, specific model name, surface thickness, and surface/re-surface date(s).

b. The number of lanes on straightaways and around the track.

c. The width of lanes.

d. The circumference of the track (Provide surveyor’s dimension). PDF., AutoCad format preferred.

e. Distance measurements of the track

f. The number of finish lines and their location(s) with distances to the end of the track.
g. The direction of lane races.

h. The radius of curves; true arc or broken back curves. If latter, give radii.

i. Length of shoe spikes that may be used on the track surface.

j. The composition of raised inside curb, including height and width (curb must extend around the entire track.)

k. The location of steeplechase water jump in relation to track layout (inside or outside).

ii. Race Walking Course
The Race Walk competitions may start on the track, with the ideal course created in an area near to the track stadium onto which a race walk loop course can be laid out. Typically, this course will be a 2,000 USATF/IAAF certified meter loop on a paved flat and smooth road with very little grade; course should not have any road camber; and course to have a 4 meter minimum width racing lane with 4 meter radius turns, and should be located in a full or partially shaded area that is within 1,000 meters of the track itself.

**Bidder to provide the following:**

a. A course map indicating percentage of competition held over roads and/or the competition track.

b. The composition of course surface and surface/re-surface date(s).

iii. Horizontal Jumps
It is required that there be two parallel, two-directional horizontal jump runways, located on the same side of the track facility. These runways must be 1.22 meters (48”) in width. These runways must be a minimum of 49 meters in length, as measured from the front edge of the take-off board to the beginning of the jumper’s approach, for both the long jump and triple jump events.

The recommended landing pit is 7m to 9m in length, with placement of horizontal jumps foul boards as follows: Long Jump (men & women) at 3 meters (9’10”); Triple Jump (men) at 13 meters (42’8”); and, Triple Jump (women) at 11 meters (36’1”).

The sand filling the horizontal jump pits must be of highest quality, free of stones, pebbles and organic material, and professionally maintained throughout the competition season.

**Bidder to provide the following:**

a. The composition of runway surface, brand name, specific model name, surface thickness, and surface/re-surface date(s).

b. The number of runways and configurations of pits.

c. The width of the runways.

d. Distance measurements of the runways.

e. Length of shoe spikes that may be used on the runway surface.
iv. **Pole Vault**

It is required that there be two parallel, two-directional pole vault runways, located in one of the (two) “D” zone, opposite the one planned for the high jump. These runways must be 1.22 meters (48”) in width. These runways must be a minimum of 45 meters (147’8”) in length, as measured from the back of the pole vault 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 6 meters (19’ 8”) and minimum pit depth, as measured from behind the plant box, of 6.15 meters (20’ 2”). These should be a minimum of 5 meters (16’ 5”) landing surface behind the plant box.

**Bidder to provide the following:**

- a. The composition of runway surface, brand name, specific model name, surface thickness, and surface/re-surface date(s).
- b. The number of runways and configurations of landing pas(s).
- c. The width of the runways.
- d. Distance measurements of the runways.
- e. Length of shoe spikes that may be used on the runway surface.
- f. The make and model of landing pad(s).

v. **High Jump**

The high jump area must be located in one of the “D” zones of the track facility, an area which must be large enough to hold two concurrent high jump competitions. Each area should have a minimum approach of 22 meters (72’2”) as measured outwards from below the high jump bar. It is strongly recommended that a greater distance than the above be provided, but it is understood that this distance is subject to the limit of the “D” zone area (the size of which is dictated by the radius of the track).

**Bidder to provide the following:**

- a. The composition of takeoff surface, brand name, specific model name, surface thickness, and surface/re-surface date(s).
- b. The number jump zones and configurations of landing pad(s).
- c. Distance measurements of the “D” zones.
- d. Length of shoe spikes that may be used on the takeoff surface.
- e. The make and model of landing pad(s).

vi. **Shot Put**

There shall be two shot put circles/landing areas, both located in the same “D” zone of the track complex, located within the synthetic surface or in an area specially prepared for the shot put event. A second set of shot put circles located in the opposite “D” zone would be considered “optimal.”

**Bidder to provide the following:**

- a. The composition of throws ring and surface/re-surface date(s).
- b. The location of shot put rings and sectors relation to track layout (inside or outside).
vii. **Discus Throw**
There must be at least one discus area in one of the two “D-zones”, placed to take advantage of favorable wind conditions. A second discus circle, in the opposite “D-zone”, would be considered “optimal.” This circle may also be used for the hammer throw, providing it can be fitted with proper inserts.

A protective cage, which conforms to USATF/IAAF standards and has the ability to be removed, is required for each discus throwing area. Note that this can be a costly item to obtain and install. Also, to be noted is that if there is a combined discus/hammer throw area, then the protective cage must be one designed for use in both events and to the highest IAAF standards for such.

**Bidder to provide the following:**
a. The composition of throws ring and surface/re-surface date(s).
b. The location of discus ring(s) and sectors relation to track layout (inside or outside).
c. The make and model of protective cage(s) conforming to USATF/IAAF standards.

viii. **Hammer Throw**
There must be at least one combination discus/hammer area, consisting of either two separate circles or of one discus circle into which can be fitted an insert for the hammer throw (see the above section)

A protective cage, which conforms to USATF/IAAF standards and has the ability to be removed, is required for each hammer/discus throwing area. Note that this can be a costly item to obtain and install.

**Bidder to provide the following:**
d. The composition of throws ring and surface/re-surface date(s).
e. The location of hammer throw ring and sectors relation to track layout (inside or outside). Note if this is to be used with the discus throw.
f. The make and model of protective cage(s) conforming to USATF/IAAF standards.

ix. **Javelin Throw**
A javelin runway, located in one of the two “D” zones, is required. A second javelin runway in the opposite “D” zone would be considered “optimal.”

The synthetic surface material for the javelin runways should be the same as that used on the track and jumping event surfaces. The runway should be 36.50 meters (119’9”) in length.
Bidder to provide the following:

a. The composition of throwing surface, brand name, specific model name, surface thickness, and surface/re-surface date(s).
b. Length of shoe spikes that may be used on the throwing surface.
c. The location of javelin runway and throwing sector in relation to track layout (inside or outside).

x. **Warm-Up Areas**

In addition to the competition track, a separate warm-up track and/or area is required. This area will be used for athlete pre-competition warm-up, post-competition warm-down, and will be the location for the clerking and sports medicine facilities.

The ideal facility will have a second (“warm-up”) track, which is located near to the competition track. Ideally, this track will be comparable in size and surface to the competition facility. However, tracks with 6, or 4, 1.07m (42”) lanes would be acceptable as the warm-up track; or

If a separate track is unavailable, the next consideration would be to have a large grass field that is located near to the competition track. Within or alongside of this field would be an 80-100 meters straightway, a minimum of 4 lanes (48”0) wide, of the same synthetic surface material as the competition track itself; or

If neither of the above are available, the final consideration would be to have a large, smooth grass field that is located near to the competition track. This would be marginally acceptable since, in the event of inclement weather either before or during the days of competition, this grass area could become a problem for athletes and management. As such, a grass warm-up area is seen as the least desirable of all possible warm-up facilities/track.

Bidder to provide the following:

a. The composition of warm-up surface. If applicable, brand name, specific model name, surface thickness, and surface/re-surface date(s).
b. The location of the practice area in relation to track layout.

xi. **Other Technical Areas and Systems**

Within the entire track oval, there should be a 220v power system, with at least six (6) power outlets. Four (4) of these outlets should be located at/near the starting lines, and the remaining two located midway on both straight-aways. In addition, it is expected that there will be power sources located in/near the stands on both sides of the track.

It is recommended that there be a minimum of four (4) conduits placed under the track, each to be located at/near the “tangent” points of the track, in order to accommodate the needs for cabling of both timing/results processing and television. At the common finish line, a 6-8 inch conduit is recommended, while 4-inch conduits are recommended for the remaining three “tangent” points.
There must be a quality sound system for the entire stadium area. This system must be capable of providing sound to the practice track/warm-up areas as well.

There should be a state-of-the-art videoboard in the stadium, which has the capability of being interfaced with the timing/results processing system, as well as advanced graphics and/or video and TV network interface capabilities.

The stadium must have a lighting system that is sufficient to meet the technical requirements of television broadcasting in the late afternoon and evening. A minimum of 120-foot candles is requested (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 during site visits and negotiations. Depending on existing facilities, these can be high cost items.

**Bidder to provide the following:**

a. Information on the stadium’s existing and/or proposed audio system and videoboard(s). Indicate the capabilities of the videoboard(s) and specs required to produce material.

b. Details on stadium lighting (avg. foot candles, coverage area, and type). Note: Lights must be sufficient for television with at least 130 foot candles evenly directed at the track – lighting requirements are highly dependent on the facility.

c. Information regarding the press box/area(s). Indicate the number of existing workstations, available power supply and Internet access (dial-up or high speed) within the press box/area. 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 Xerox copiers/press operations.

d. Indicated space and proposed location of Television Compound and the status of the facility conduit system.

e. Indicated space and proposed staging area for assigning television cameras and photographers.

**Auxiliary Track and Field Areas/Facilities**

Separate practice facilities, as well as warm-up areas must be provided for the athletes and must be available for use for the duration of the Olympic Trials. 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. These facilities shall be remote and not included in the competition venue.
Bidder to provide the following:

a. The name and location of the practice facilities
b. A list of available event needs

d. Provide emergency evacuation plan for the stadium and adjunct facilities being used for the event, as well as describing the Doppler radar system & location to be used throughout the Olympic Trials.

Bidder to provide the following:

a. 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.

b. Seating capacity for stadium with a seating manifest and proposed ticket pricing. The minimum acceptable seating capacity is 15,000 (including permanent seating, temporary seating, and standing room).

c. The number of parking spaces available for the Olympic Trials for automobiles, buses, television production trailers and vehicles. Indicate the location of the parking area(s) in relation to the stadium (proximity, adjacency, etc.) (Note: Free parking must be made available for television trailers and TV production staff, USATF’s management team, and all competition officials.)

d. Provide emergency evacuation plan for the stadium and adjunct facilities being used for the event, as well as describing the Doppler radar system & location to be used throughout the Olympic Trials.

e. Provide the total number of existing and/or proposed hospitality suites or areas within the stadium.

f. Indicate the location and other features of VIP seating.

g. Information regarding any/all exclusive promotional and/or marketing agreements with the LOC and/or the stadium. Provide information on any existing or pending arena contracts (i.e., pouring rights, commercial signage/advertising tenants, concessions vendor(s), merchandise vendors, etc.). Please note that USATF requires a “clean” venue. Indicate how existing or permanent signage, if any, will be covered.

h. A list of major events previously conducted or contractually slated in the stadium. Fully describe each event; indicate dates, size, media coverage, etc.

i. List the Event Director and/or Technical Director/Manager for each event above.

j. A list of any/all major events to be hosted in your stadium twelve (12) months before the dates of the 2020 U.S. Olympic Team Trials and list any known event(s) to be hosted immediately following the event.
xiv.  Expo/Fan Area

**Bidder to provide the following:**
1. A proposed map of exposition space highlighting vendor locations, entertainment stage(s), merchandising location(s), video board(s), and additional plans.
2. Entry requirements, if any, for the general public as well as hours of operation

**VIII. Amenities**

Housing, meals, and meeting rooms are a necessary and essential aspect of conducting the 2020 U.S. Olympic Team Trials. The Bidder’s proposal should take into account the needs of athletes, competition officials, and meet management personnel.

**a. Housing**

**Bidder to provide the following:**

i. A list of 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 commission and rebate) (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 U.S. Olympic Trials headquarters and athlete hotels. USATF headquarter and athlete hotels should include the following concessions: Accumulative complimentary nights (e.g.: 1 per 35 comp to be applied to master bills) / Upfront Complimentary Rooms for Staff / Staff Rated Rooms including breakfast that are exempt from commission and rebates / Upgrades to Suites or Higher Grade Rooms / Discounted or Comp Parking for Staff / Complimentary Meeting Space with comp wifi / Reduced Performance Clauses (must be accumulative and not per night) USATF has the right to designate a third party housing partner of their choice. Please provide evidence of firm, but not binding, advance commitments or confirmation of availability and pricing. Please note that the LOCs may contract with hotels to generate rebates and commission for non-credentialed persons. All Headquarter and athlete hotels will include commission and rebate that will be payable back to USATF and/or the designated third party housing entity advised by USATF.

ii. A proposed hotel or dorm housing plan for up to 150 USATF Certified Officials. These can be double rooms for not more than 13 nights.

iii. A proposed hotel housing plan for up to 35 USATF Meet Management personnel. These shall be single rooms for not more than 13 nights. The LOC is also responsible for ground transportation to and from the airport and hotel for these individuals.
iii. A proposed housing plan of offering 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 option is located with respect to the stadium/track and field facility and headquarter hotel.

iv. 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 start line and finish line, 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

Bidder to provide the following:

i. A meal services plan for officials, volunteers (as determined by local organizers), meet management, announcers, and working press. It is the organizer’s responsibility to provide meals to the officials (as noted above), Meet Management, announcers, 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.

ii. A list of 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 headquarter hotel and hotels and the restaurant dining hours.

iii. Indicate hospitality arrangements (i.e. welcome function, on-site at facility, key housing properties) for athletes, coaches, meet officials, and USATF and USOC VIP guests.

c. Meeting Space

Defined areas must be provided in the venue for a variety of functions before, during, and after Olympic Trials competition. A summary of the requirements can be found below. Minimum size and structure requirements for each are noted in parenthesis.
Bidder to provide the following:

i. USATF/USOC Management Space (400 ft², indoors)
ii. USATF Meet Management and Referee Space (400 ft², indoors)
iii. Video Review Space (400 ft², indoors)
iv. Protest Space (100 ft², indoors or tented)
v. Jury of Appeals Space (100 ft², indoors or tented)
vi. Doping Control Space, Restrooms (1,600 ft², indoors or tented)
vii. USATF Certified Officials Space (2,000 ft², indoors or tented)
viii. Volunteer Space (2,000 ft², indoors or tented)
ix. USATF/USOC Hospitality Space (2,000 ft², indoors or tented)
x. Local VIP Hospitality Space (2,000 ft², indoors or tented)
xi. Emergency Medical Service Space (400 ft², indoors or tented)
 xii. Mixed Zone Space (400 ft², indoors or tented)
xiii. Media Work Space (4,000 ft², indoors or tented)
xiv. Team Processing Space (16,000 ft², indoors)

IX. 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.

Bidder to provide the following:

i. A list of transportation systems within your city/community available for public use which provide access to the competition facility and hotels. Indicate the 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.

ii. 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.

iii. A plan 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 competition day. Transportation services to and from the headquarter hotel and the competition and practice facilities must also be furnished.

Special early arrival arrangements must be made for the transportation of USATF Meet Management, referees, ATO’s, and jury of appeals that are responsible for conduct of the Olympic Trials.

iv. A list of companies that provide rental car services, taxis, limousine, and any other transportation related information.
v. The distance from the airport(s) to the meet headquarter hotel and secondary hotel. Indicate those hotels providing free airport shuttles.

vi. A descriptive plan for airport greeting and shuttle bus services.

vii. A plan for transporting vaulting poles to/from airport, practice, and competition venues from proposed housing locations.

b. Security
A complete security plan must be submitted with your bid. In addition, event-specific considerations should be presented in detail.

Bidder to provide the following:

i. A proposed credential security plan to control access at key venues (start, finish, warm-up, headquarter hotel, event expo space), event transportation, and hospitality (athletes, coaches, officials, and USATF VIP guests). The LOC, in consultation with USATF, will produce the event credentials. USATF reserves the right to place national sponsor or supplier advertising on Olympic Trials credentials.

ii. A plan for recruitment, staffing, and implementation of uniformed security for all key venues and hotels.

iii. A detailed operations plan describing the involvement of local, state and federal government law enforcement agencies on all forms Olympic Trials security issues (i.e., terrorist alerts, homeland security, and severe weather).

c. Medical
A complete medical plan must be submitted with your bid. The plan should include overall considerations such as locations and dimensions of sites as well as non-medical related expenditures to support this effort.

Bidder to provide the following:

i. A thorough plan for emergency medical services, including ambulance services for spectators, officials, and competitors, with defibrillators. Please include names of hospitals and their proximity to the course. Also, specify routes and emergency transportation modes.

ii. Identified areas and locations available for athlete massage and related medical/training services at the headquarter hotel and at the competition facility.
iii. Identified areas on the 20 km and/or 50 km Race Walk course for athlete water tables, personal bottle tables, and cooling stations to be stocked with ice, clean sponges and towels. This plan should be scalable for weather conditions.

iv. A plan for recruitment and staffing of medical professionals. It is recommended that a minimum of 3 physicians and 8 trainers/massage therapists be available each day during the Olympic Trials competition, including one hour prior to and post actual competition times.

v. A plan for procurement of relevant medical staff, supplies, and equipment.

vi. A communications plan for the medical crew, especially as it relates to emergencies and warm-up areas not proximate to Olympic Trials competition facilities.

X. Business Section

a. General Requirements

i. The successful bidder will be required to execute and be subject to the obligations contained in the Bidder Statement and the formal 2020 U.S. Olympic Team Trials contract, including the payment of the Rights Fee.

ii. The bidder must demonstrate its financial responsibility to pay all of the expenses of the U.S. Olympic Team Trials. When requested, the host must show evidence of financial fitness and must furnish USATF with periodic financial statements from the date of award of the Olympic Trials through the competition. The successful bidder shall permit USATF to inspect and audit its financial statements and records upon five (5) days notice.

iii. LOC will be required to promote and advertise the U.S. Olympic Team Trials in a first-class manner employing all customary means (print, radio, television, website, etc.). The LOC will be required to expend a minimum of $250,000 to market and publicize the U.S. Olympic Team Trials. All proposed advertising copy, designs, photos, drawings and logos must be approved in advance by USATF and the USOC. LOC shall give USATF and USOC partners the first right and opportunity to provide and be associated with and/or included in all U.S. Olympic Trials advertising efforts. Non-Olympic partners cannot be included in the advertising or promotional efforts of the U.S. Olympic Team Trials. USATF and the USOC require 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.
iv. A proposed budget must be submitted with the Proposal (see “Projected Operation Budget”). Income from designated revenue sources must follow guidelines described in this RFP.

v. General liability, directors’ and officers’, automotive liability, workers’ compensation, and other insurance policies will be required with limits and policy details to be determined. Bidders should outline proposed insurance and risk management plans for the U.S. Olympic Team Trials.

vi. USATF owns all revenue sources, as well as all media and licensing rights, associated with the event that are not reserved for the USOC in Section B, below; 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 (with the exception of USATF sponsor activation), and certain local partnerships (“local revenues”) to the LOC. The grant of these revenue sources will be subject to venue-specific negotiation and revenue sharing. 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 U.S. Olympic Team Trials site has been selected.

vii. USATF and the USOC shall have the unfettered right to permit each of its sponsors to activate at the U.S. Olympic Track & Field Trials without USATF, USOC, or either of its sponsor incurring any additional charges for such activation. 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 and USOC sponsors receive program ad pages (in general, one full page ad per sponsor including Nike on the inside or outside of the back cover), logo placement on meet publications, and other collaterals, thus the LOC is obligated to include those logos at no charge to the sponsors, USATF, or the USOC. For the sake of clarity, the LOC shall ensure USATF, the USOC, nor any of its sponsors are charged corkage fees, food and beverage fees, or similar fees associated with the activation of a sponsor in a food and/or beverage category at the U.S. Olympic Track & Field Trials and said sponsor shall be permitted the opportunity to serve its product at the U.S. Olympic Track & Field Trials.

viii. LOC must specifically honor the USOC’s exclusivity with respect to Visa. Visa is the only non-cash form of payment acceptable for any sale associated with the U.S. Olympic Track & Field Trials —tickets, concessions, merchandise, etc.
ix. 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 shall be given the first right and opportunity to obtain for the use of its national sponsors and suppliers, up to ten (10) prime locations, and the basic services associated with each location, free of charge to USATF and/or its sponsors and suppliers.

b. U.S. Olympic Team Trials Income Categories

The USOC owns all revenue sources, as well as all media and licensing rights, associated with the Olympic Trials. No sponsor or partner that is not a USOC sponsor may receive any recognition associated with the Olympic Trials and no sponsor or partner may receive any benefits in association with the Olympic Trials without the express written consent of USATF and the USOC. Furthermore, USATF and USOC sponsors and suppliers shall have a right of first refusal with respect to business opportunities related to the 2020 U.S. Olympic Team Trials.

Notwithstanding the above, via USATF’s contract with USOC, certain opportunities may be made available to local supporters of the LOC and others. In general, USATF and the USOC will grant the LOC certain rights (subject to Visa’s exclusivity outlined below) to ticket sales, in-stadium food and beverage concessions, and agreed upon local partnerships (local revenues) to the LOC. The grant of these revenue sources will be subject to venue-specific negotiation and revenue sharing. Accordingly, LOCs should propose a complete 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.

LOC must specifically honor the USOC’s exclusivity with respect to Visa. In part, this specifically means only Visa payment systems and devices (i.e. credit, debit, and stored value cards) or cash may be accepted as payment of goods and services (tickets, merchandise, concessions, etc.) at the Olympic Trials. In addition, LOC must include Visa’s logo and/or name on the ticket back or ticket front. These requirements are non-negotiable.
c. Typical Allocation of Revenue Sources

i. **USATF Rights**
   - Event Rights Fee
   - 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
   - Entry Fees

ii. **Bidder Rights**
   - Tickets/Gate Receipts (*1*)
   - Local Sponsor/Promotional Partners
   - Local Sponsor Hospitality Suites
   - Contributions, Grants, VIK, and Other Support
   - Event Publications and Souvenirs
   - Food and Beverage Concessions
   - Hotel Rebates for Non-Credentialled 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.

d. **USATF Official Sponsors and Suppliers**

The following are the existing Official/National sponsors of USATF. USATF is constantly adding to this list and all sponsors/suppliers of USATF automatically become USATF Championship sponsors no matter when they are added. The successful bidder should periodically check with the USATF Marketing Department for updated sponsor/supplier information.
<table>
<thead>
<tr>
<th><strong>USATF Sponsors</strong></th>
<th><strong>Product Category</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Next College Student Athlete (NCSA)</td>
<td>Recruiting services.</td>
</tr>
<tr>
<td>Hershey</td>
<td>Chocolate and non-chocolate confectionery (including but not limited to chocolate, non-chocolate and sour candies; stick and non-stick gum, mints and other breath fresheners); Snack Nuts, Chocolate spreads, peanut butter and other nut butters; Dessert toppings and ice cream toppings; Milk Modifiers (including chocolate syrup and cocoa powders but not including chocolate milk); and Baking Products (including but not limited to baking chips and baking cocoa).</td>
</tr>
<tr>
<td>Nike</td>
<td>Athletic apparel, accessories, footwear, and any other body coverings worn and ancillary items which are worn or used or suitable to be worn or used while participating in athletic activities or athletic related activities; excludes sunglasses and watches.</td>
</tr>
<tr>
<td><strong>USATF Suppliers</strong></td>
<td><strong>Product Category</strong></td>
</tr>
<tr>
<td>Gatorade</td>
<td>Sports performance beverage, enhanced water.</td>
</tr>
<tr>
<td>KT Tape</td>
<td>Kinesiology tape; elastic sports and fitness tape and related recovery products designed for muscle, ligament and tendon pain relief and support.</td>
</tr>
<tr>
<td>NormaTec</td>
<td>Pneumatic Compression Devices used in recovery and regeneration for athletic performances.</td>
</tr>
<tr>
<td>St. Vincent Sports Performance</td>
<td>Medical care and sports medicine; and sports performance services including performance training, performance nutrition, and performance psychology.</td>
</tr>
<tr>
<td>United Canvas &amp; Sling (UCS)</td>
<td>Track &amp; Field equipment and training equipment.</td>
</tr>
</tbody>
</table>
e. **USOC Official Partners and Suppliers**

The following are the existing Official/National sponsors of the United States Olympic Committee. The U.S.O.C. is constantly adding to this list and all sponsors/suppliers of the USOC automatically become U.S. Olympic Team Trials sponsors no matter when they are added.

<table>
<thead>
<tr>
<th>USOC Partners</th>
<th>Product Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Coca-Cola Company</td>
<td>Non-Alcoholic Beverages and Beverage Bases</td>
</tr>
<tr>
<td>Atos</td>
<td>Information Technology Products, Services, Consulting and Managed Services</td>
</tr>
<tr>
<td>Bridgestone</td>
<td>Tires and Tire Services, Bicycles (non-exclusive in the U.S.), Multi-Rubber Bearing Seismic Isolators, High Damper Rubber Bearing Products, Rubber Tracks for Tracked Vehicles, Marine Fenders, Conveyor Belts, and Automotive Services for Specified Vehicles (not including passenger cars of light commercial vehicles)</td>
</tr>
<tr>
<td>Dow Chemical Company</td>
<td>Chemicals, Raw Materials &amp; Compounds</td>
</tr>
<tr>
<td>McDonald’s</td>
<td>Restaurant Services, Retail Food Service Operations, including Ready to Eat Products when served in Retail Food Service Operations</td>
</tr>
<tr>
<td>Omega</td>
<td>An Official Timing Partner of the U.S. Olympic Team</td>
</tr>
<tr>
<td>Panasonic</td>
<td>Audio/Visual Equipment</td>
</tr>
<tr>
<td>Procter &amp; Gamble</td>
<td>Personal Care &amp; Beauty, Health &amp; Wellness and Home &amp; Household</td>
</tr>
<tr>
<td>Samsung</td>
<td>Wireless Telecom Equipment</td>
</tr>
<tr>
<td>Toyota</td>
<td>Vehicles, Mobility Support Robots, Mobility Services</td>
</tr>
<tr>
<td>Visa</td>
<td>Consumer Payment Systems</td>
</tr>
<tr>
<td>USOC Sponsors</td>
<td>Product Category</td>
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<tr>
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<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>24 Hour Fitness</td>
<td>Retail Fitness Services</td>
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<tr>
<td>Adecco</td>
<td>Athlete Career Transition &amp; Placement Services</td>
</tr>
<tr>
<td>airweave</td>
<td>Mattress Pads and Mattresses, Pillows (on a non-exclusive basis)</td>
</tr>
<tr>
<td>Chobani</td>
<td>Packaged Yogurt</td>
</tr>
<tr>
<td>Comcast</td>
<td>Wireless, Wireline, and Video Distribution Services</td>
</tr>
<tr>
<td>Deloitte</td>
<td>Professional Services</td>
</tr>
<tr>
<td>DeVry University</td>
<td>Private Sector University Educational Services</td>
</tr>
<tr>
<td>Dick’s Sporting Goods</td>
<td>Official Sporting Goods Retailer</td>
</tr>
<tr>
<td>The Hartford</td>
<td>Disability Insurance</td>
</tr>
<tr>
<td>Hershey</td>
<td>Chocolate and confections, chocolate products for baking, jerky, fruit and nut bars</td>
</tr>
<tr>
<td>Jet Set Sports</td>
<td>Olympic Games Tickets &amp; Hospitality Packages</td>
</tr>
<tr>
<td>Kellogg’s</td>
<td>Ready to Eat Cereal; Hot Cereal; Cereal Bars/Squares/Treats; Toaster Pastries; Packaged and Frozen Waffles, Pancakes, Strudels and French Toast; Cookies; Crackers; Fruit flavored Snack Pieces, Strips and Rolls</td>
</tr>
<tr>
<td>Liberty Mutual</td>
<td>Property, Casualty &amp; Life Insurance</td>
</tr>
<tr>
<td>MilkPEP</td>
<td>White Milk</td>
</tr>
<tr>
<td>Mondelez International</td>
<td>Packaged Cookies, Crackers, and Biscuits (small, flat cookie or cake that is dry and usually sweet)</td>
</tr>
<tr>
<td>Nike</td>
<td>Apparel, Footwear, and Headwear</td>
</tr>
<tr>
<td>Oakley</td>
<td>Protective eyewear, active eyewear, lifestyle eyewear, corrective eyewear, including glasses, sunglasses, goggles, and associated accessories</td>
</tr>
<tr>
<td>Ralph Lauren</td>
<td>U.S. Olympic &amp; Paralympic Team Parade Outfits and Village Wear, Apparel</td>
</tr>
</tbody>
</table>
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 and the USOC. These categories are exclusive to the event and USATF and the USOC.

In addition, USATF and the USOC reserve the right to name additional sponsors or suppliers in any number of categories. USATF will notify the LOC of any changes to this list.

Please note: The USOC owns all revenue sources, as well as all media and licensing rights associated with the Olympic Trials. No sponsor or partner that is not a USOC sponsor may receive any recognition associated with the Olympic Trials without the express written consent of USATF. In addition, Visa is an exclusive sponsor of the 2020 U.S. Olympic Team Trials, and as such, Visa payment systems and devices (i.e. credit, debit and stored value cards) or cash are the only acceptable payments for goods and services (tickets, merchandise, concessions, etc.) at the Olympic Trials, and Visa’s logo and/or name must be included on the ticket front or ticket back.

f. Projected Operations Budget

A thorough projected operations budget will be reviewed and considered by the USATF Track & Field Committees and National Office. Please do not limit budget considerations to only the sample items found below:

**Bidder to provide the following:**

**Revenues:**
- Athlete Support Credential Sales (beyond those provided to athletes, 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 Officials Housing and Meals
Athlete Services
Meet Management
Event Signage and Venue Dressing
Uniforming
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
g. **USATF Association Acknowledgement**

**Bidder to provide the following:**

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 the 2020 U.S. Olympic Team Trials.

Date: __________________________________________________

Name: _________________________________________________

Title: __________________________________________________

Association: ____________________________________________
XI. LEGAL REQUIREMENTS

a. After the Bid is awarded, it remains subject to site and compliance review to monitor the progress towards fulfilling the obligations and requirements contained herein and those resulting from subsequent site-evaluation visits. Bidder’s failure to successfully complete the site and compliance reviews may result in forfeiture of the Bid Fee and/or removal of U.S. Olympic Track & Field Trials from the successful Bidder, or both.

b. The successful Bidder must satisfy the pre-conditions stated in the Bid (including any and all attachments hereto). If the successful Bidder fails to meet these obligations, then USATF reserves the right to withdraw the award of the U.S. Olympic Track & Field Trials and re-award them to another Bidder, pursuant to the procedures outlined in USATF Regulation 18-F-11 or assess a penalty per infraction.

c. The successful bidder will execute and be subject to the obligations contained in the Statement of Agreement, and this Request for Proposal and Bidding Handbook, including any and all attachments. Said documents shall be on USATF’s standard form. When awarded the opportunity to host the U.S. Olympic Track & Field Trials, the successful Bidder will have sixty (60) days following the date the U.S. Olympic Track & Field Trials are awarded (as noted in the Statement of Agreement herein) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the Statement of Agreement, including the Request for Proposal and Bidding Handbook and any and all attachments shall constitute the full and final contract between the parties. In the event an agreement cannot be reached within said sixty (60) day period, the successful Bidder shall either withdraw, in writing, its bid application for the U.S. Olympic Track & Field Trials or it will be deemed to have agreed to all of the terms and conditions of the attached Statement of Agreement, including but not limited to the Request for Proposal and Bidding Handbook and attachments incorporated therein. Additionally, in the event an agreement is not executed within said sixty (60) days following the date the U.S. Olympic Track & Field Trials are awarded, USATF, in its sole discretion and with no further obligation or liability to the successful Bidder, shall have the right to rescind its award of the U.S. Olympic Track & Field Trials to the successful Bidder. At that time, USATF may award the U.S. Olympic Track & Field Trials to another bidder.

d. USATF shall have the right to make modifications to the terms of this Request for Proposal until such time as USATF and the successful bidder execute an agreement, as noted above.

e. The successful bidder agrees to adhere to any and all USATF, IAAF, USADA, and U.S. Center for SafeSport policies, procedures, rules and/or regulations.

f. USATF strives to create an environment that is safe for athletes and free from misconduct, including particularly bullying, hazing, emotional misconduct, physical abuse and sexual abuse. Accordingly, Bidder, or any of Bidder’s principals, employees, agents or contractors engaging with, providing services to or otherwise supporting, directly or indirectly, any USATF identified athlete, including, without limitation, by providing services at the U.S. Olympic Track & Field Trials or to specified athletes or teams, agrees to perform services in accordance with USATF’s
SafeSport Requirements and Policies, as described in Exhibit S of this Request for Proposal. Bidder represents and warrants that it has provided and will provide copies of these policies to each of Bidder’s principals, employees, agents and contractors providing services, as applicable.

g. The Americans with Disabilities Act, which went into effect January 26, 1992, requires that public establishments offer equal access and services to people who are physically and mentally disabled. The facility must agree that it will be in compliance with all applicable cities, state or federal regulations concerning access and seating for people with disabilities.

h. USATF specifically disclaims any responsibility to investigate the safety or code compliance of the facility and parking lots or the component products, equipment, materials, designs and constructions.

i. Please provide any additional information that you believe will assist USATF in deciding whether to award the U.S. Olympic Track & Field Trials event to your organization. (Attach additional sheets, if necessary.)
a. STATEMENT OF AGREEMENT

Bidder to provide the following:

This bidder letter of agreement (“Statement of Agreement”) is entered into as of the _____ day of ____________, 2018, by ________________________, on behalf of __________________________ (“Bidder”), the entity seeking an award from USA Track & Field, Inc. to host the 2020 U.S. Olympic Track & Field Trials (the “Track Trials”). Now, therefore, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

Bidder hereby represents and warrants that it has thoroughly read and reviewed the foregoing Request for Proposal and Bidding Handbook, the “National Championships Bidding” information on the USATF website, and all applicable USATF policies and procedures. Bidder understands the requirements for hosting the U.S. Olympic Track & Field Trials and has the express authority to submit this bid application. In particular, Bidder understands that it does not have the right to contract with any sponsor, supplier, or vendor without the express written consent of USATF. If awarded the right to host the U.S. Olympic Track & Field Trials, Bidder understands and agrees that it must comply with each and every requirement stated in this Request for Proposal and Bidding Handbook (including any and all Attachments attached hereto, and as modified only by mutual agreement), and any separate bid agreement, if applicable, as well as all applicable USATF and IAAF Competition Rules and Regulations.

Each and every statement, promise, chart, photograph, or submission made in conjunction with the submission of this bid application is true and accurate, as of the date of this submission, and does not omit or misrepresent a material fact or seek to promise to deliver on a promise that is incapable of being fulfilled. 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, then Bidder shall immediately notify USATF, in writing, of this fact. For purposes of the preceding sentence, Bidder understands that it is obligated to notify USATF, in writing, within forty-eight (48) hours, of the discovery that any aspect of the attached bid application has become untrue or is incapable of performance. Bidder further understands and agrees that USATF reserves the right to withdraw its award to host the U.S. Olympic Track & Field Trials at any time due to Bidder’s inability to fulfill the conditions and promises stated in its original bid application, or as modified by mutual agreements, or in the event that USATF learns that representations and/or statements contained in the bid application are untrue or incapable of performance. Under said event, USATF may retain the Bid Fee, as liquidated damages and not as a penalty.

When awarded the opportunity to host the U.S. Olympic Track & Field Trials, the successful Bidder will have sixty (60) days following the date the U.S. Olympic Track & Field Trials are awarded (as noted below once this Statement of Agreement is executed by USATF) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the Statement of Agreement, including the Request for Proposal and Bidding Handbook, bid application, and any and all attached Attachments, shall constitute the full and final contract between the parties. In the event an agreement cannot be reached within said sixty (60) day period, the successful bidder
shall either withdraw, in writing, its proposal for the U.S. Olympic Track & Field Trials or it will be deemed to have agreed to all of the terms and conditions of this Statement of Agreement, including but not limited to the bid application and Attachments incorporated therein. Additionally, in the event an agreement is not executed within sixty (60) days following the date the U.S. Olympic Track & Field Trials are awarded, USATF, in its sole discretion and with no further obligation or liability to the successful bidder, shall have the right to rescind its award of the U.S. Olympic Track & Field Trials to the successful bidder. At that time, USATF may award the U.S. Olympic Track & Field Trials to the bidder with the next greatest number of votes.

The Request for Proposal and Bidding Handbook and Attachments A, B, and C, D, and E, and Exhibit S attached to this Statement of Agreement are hereby incorporated by reference and made part hereof as if fully set forth herein.

IN WITNESS WHEREOF, the Bidder herein executes this Statement of Agreement as of the date and year first written above.

Bidding Entity: ________________________________ Bid Submission Date: ________________

Signed: ________________________________

Name: ________________________________

Title: ________________________________

Entity Represented: ________________________________

Date: ________________________________
## Attachment A: Event History of the U.S. Olympic Team Trials

<table>
<thead>
<tr>
<th>Year</th>
<th>Gender</th>
<th>Location</th>
<th>Venue</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>Men</td>
<td>Eugene, OR</td>
<td>Hayward Field, University of Oregon</td>
<td>July 1 - 10</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>Men</td>
<td>Eugene, OR</td>
<td>Hayward Field, University of Oregon</td>
<td>June 21 - July 1</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td>Men</td>
<td>Eugene, OR</td>
<td>Hayward Field, University of Oregon</td>
<td>June 27 - July 6</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2004</td>
<td>Men</td>
<td>Sacramento, CA</td>
<td>Hornet Stadium, California State University, Sacramento</td>
<td>July 9 - 18</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000</td>
<td>Men</td>
<td>Sacramento, CA</td>
<td>Hornet Stadium, California State University, Sacramento</td>
<td>July 14 - 23</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1996</td>
<td>Men</td>
<td>Atlanta, GA</td>
<td>Centennial Olympic Stadium</td>
<td>June 14 - 23</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1992</td>
<td>Men</td>
<td>New Orleans, LA</td>
<td>Tad Gormley Stadium</td>
<td>June 19 - 28</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1988</td>
<td>Men</td>
<td>Indianapolis, IN</td>
<td>IU Michael A. Carroll Track &amp; Soccer Stadium, IUPUI</td>
<td>July 15 - 23</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1984</td>
<td>Men</td>
<td>Los Angeles, CA</td>
<td>Los Angeles Memorial Coliseum</td>
<td>June 16 - 24</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1980</td>
<td>Men</td>
<td>Eugene, OR</td>
<td>Hayward Field, University of Oregon</td>
<td>June 21 - 29</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1976</td>
<td>Men</td>
<td>Eugene, OR</td>
<td>Hayward Field, University of Oregon</td>
<td>June 19 - 27</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1972</td>
<td>Men</td>
<td>Eugene, OR</td>
<td>Hayward Field, University of Oregon</td>
<td>June 29 - July 11</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Frederick, MD</td>
<td>Governor Thomas Johnson High School</td>
<td>July 7 - 8</td>
</tr>
<tr>
<td>1968</td>
<td>Men</td>
<td>Echo Summit, CA</td>
<td>Nebelhorn Ski Area</td>
<td>September 6 - 16</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Walnut, CA</td>
<td>Hilmer Lodge Stadium, Mt. SAC</td>
<td>August 24 - 25</td>
</tr>
<tr>
<td>1964</td>
<td>Men</td>
<td>Los Angeles, CA</td>
<td>Los Angeles Memorial Coliseum</td>
<td>September 12 - 13</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Randall's Island, NY</td>
<td>Downing Stadium</td>
<td>August 6 - 8</td>
</tr>
<tr>
<td>1960</td>
<td>Men</td>
<td>Stanford, CA</td>
<td>Stanford Stadium, Stanford University</td>
<td>July 1 - 2</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Abilene, TX</td>
<td>Abilene Christian University</td>
<td>July 15 - 16</td>
</tr>
<tr>
<td>1956</td>
<td>Men</td>
<td>Los Angeles, CA</td>
<td>Los Angeles Memorial Coliseum</td>
<td>June 29 - 30</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Washington, D.C.</td>
<td>American University</td>
<td>August 25</td>
</tr>
<tr>
<td>1952</td>
<td>Men</td>
<td>Los Angeles, CA</td>
<td>Los Angeles Memorial Coliseum</td>
<td>July 27 - 28</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Harrisburg, PA</td>
<td>Fager Field</td>
<td>July 4</td>
</tr>
<tr>
<td>1948</td>
<td>Men</td>
<td>Evanston, IL</td>
<td>Dyche Stadium, Northwestern University</td>
<td>July 9 - 10</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Providence, RI</td>
<td>Brown Stadium, Brown University</td>
<td>July 12</td>
</tr>
<tr>
<td>1936</td>
<td>Men</td>
<td>Randall's Island, NY</td>
<td>Randall's Island Stadium</td>
<td>July 11 - 12</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Providence, RI</td>
<td>Brown Stadium, Brown University</td>
<td>July 4</td>
</tr>
<tr>
<td>1932</td>
<td>Men</td>
<td>Stanford, CA</td>
<td>Stanford Stadium, Stanford University</td>
<td>July 15 - 16</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Evanston, IL</td>
<td>Dyche Stadium, Northwestern University</td>
<td>July 16</td>
</tr>
<tr>
<td>1928</td>
<td>Men</td>
<td>Cambridge, MA</td>
<td>Harvard Stadium, Harvard University</td>
<td>July 6 - 7</td>
</tr>
<tr>
<td></td>
<td>Women</td>
<td>Newark, NJ</td>
<td>City Field</td>
<td>July 4</td>
</tr>
<tr>
<td>1924</td>
<td>Men</td>
<td>Cambridge, MA</td>
<td>Harvard Stadium, Harvard University</td>
<td>June 13 - 14</td>
</tr>
<tr>
<td>1920</td>
<td>Men</td>
<td>Cambridge, MA</td>
<td>Harvard Stadium, Harvard University</td>
<td>July 16 - 17</td>
</tr>
</tbody>
</table>
Attachment B: Event Program for the 2020 U.S. Olympic Team Trials

The following list of event disciplines will be contested at the 2020 U.S. Olympic Team Trials. As the IAAF updates the international event program, other event disciplines may be added. Exhibition events for disabled, youth, and masters athletes may also be added. All events and formats of the competition must be approved by USATF.

<table>
<thead>
<tr>
<th>Men</th>
<th>Women</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Meters</td>
<td>100 Meters</td>
</tr>
<tr>
<td>200 Meters</td>
<td>200 Meters</td>
</tr>
<tr>
<td>400 Meters</td>
<td>400 Meters</td>
</tr>
<tr>
<td>800 Meters</td>
<td>800 Meters</td>
</tr>
<tr>
<td>1500 Meters</td>
<td>1500 Meters</td>
</tr>
<tr>
<td>3,000 Meter Steeplechase</td>
<td>3,000 Meter Steeplechase</td>
</tr>
<tr>
<td>5,000 Meters</td>
<td>5,000 Meters</td>
</tr>
<tr>
<td>10,000 Meters</td>
<td>10,000 Meters</td>
</tr>
<tr>
<td>110 Meter Hurdles</td>
<td>100 Meter Hurdles</td>
</tr>
<tr>
<td>400 Meter Hurdles</td>
<td>400 Meter Hurdles</td>
</tr>
<tr>
<td>20 km Race Walk</td>
<td>20 km Race Walk</td>
</tr>
<tr>
<td>High Jump</td>
<td>High Jump</td>
</tr>
<tr>
<td>Long Jump</td>
<td>Long Jump</td>
</tr>
<tr>
<td>Triple Jump</td>
<td>Triple Jump</td>
</tr>
<tr>
<td>Pole Vault</td>
<td>Pole Vault</td>
</tr>
<tr>
<td>Hammer Throw</td>
<td>Hammer Throw</td>
</tr>
<tr>
<td>Shot Put</td>
<td>Shot Put</td>
</tr>
<tr>
<td>Discus</td>
<td>Discus</td>
</tr>
<tr>
<td>Javelin</td>
<td>Javelin</td>
</tr>
<tr>
<td>Decathlon</td>
<td>Heptathlon</td>
</tr>
</tbody>
</table>

Note: The Men’s 50 km Race Walk, though not required, may be included in this bid.
### Attachment C: USATF Key Personnel

**USATF National Office:**

130 East Washington Street, Suite 800, Indianapolis, IN 46204  
Telephone (317) 261-0500  
Fax (317) 261-0481  
www.usatf.org

**USATF National Office Staff:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Siegel</td>
<td>Chief Executive Officer</td>
<td>(317) 713-4676</td>
<td><a href="mailto:max.siegel@usatf.org">max.siegel@usatf.org</a></td>
</tr>
<tr>
<td>Renee Washington</td>
<td>Chief Operations Officer</td>
<td>(317) 713-4657</td>
<td><a href="mailto:renee.washington@usatf.org">renee.washington@usatf.org</a></td>
</tr>
<tr>
<td>Jill Geer</td>
<td>Chief Marketing Officer</td>
<td>(317) 713-4654</td>
<td><a href="mailto:jill.geer@usatf.org">jill.geer@usatf.org</a></td>
</tr>
<tr>
<td>Duffy Mahoney</td>
<td>Chief of Sport Performance</td>
<td>(317) 713-4673</td>
<td><a href="mailto:duffy.mahoney@usatf.org">duffy.mahoney@usatf.org</a></td>
</tr>
<tr>
<td>Adam Schmenk</td>
<td>Managing Director of Events</td>
<td>(317) 713-4686</td>
<td><a href="mailto:adam.schmenk@usatf.org">adam.schmenk@usatf.org</a></td>
</tr>
<tr>
<td>Norm Wain</td>
<td>General Counsel, Chief of Business Affairs</td>
<td>(317) 713-4683</td>
<td><a href="mailto:norm.wain@usatf.org">norm.wain@usatf.org</a></td>
</tr>
</tbody>
</table>

**USATF Committees:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rose Monday</td>
<td>Chair, Women’s Track &amp; Field</td>
<td>(210) 542-4249</td>
<td><a href="mailto:rosem@me.com">rosem@me.com</a></td>
</tr>
<tr>
<td>Andrew Valmon</td>
<td>Chair, Men’s Track &amp; Field</td>
<td>(301) 405-0955</td>
<td><a href="mailto:aval@umd.edu">aval@umd.edu</a></td>
</tr>
<tr>
<td>John Nunn</td>
<td>Chair, Race Walking</td>
<td>(619) 847-7741</td>
<td><a href="mailto:walkmanjohn@yahoo.com">walkmanjohn@yahoo.com</a></td>
</tr>
<tr>
<td>Mike Armstrong</td>
<td>Chair, National Officials</td>
<td>(479) 530-4086</td>
<td><a href="mailto:michtarm@gmail.com">michtarm@gmail.com</a></td>
</tr>
</tbody>
</table>
Attachment D: USATF Member Associations

1 Maine 16 Indiana 31 Montana 46 Central California
2 New England 17 Ohio 32 Colorado 47 West Texas
3 Adirondack 18 Lake Erie 33 Southern California 48 Arizona
4 Niagara 19 Michigan 34 Utah 49 Nevada
5 Connecticut 20 Wisconsin 35 Inland Northwest 50 Wyoming
6 New York 21 Illinois 36 Pacific Northwest 51 West Virginia
7 New Jersey 22 Ozark 37 Oregon 52 Dakotas
8 Mid-Atlantic 23 Arkansas 38 Pacific 53 Border
9 Alabama 24 Southern 39 Hawaii 54 Snake River
10 Potomac Valley 25 Gulf 40 Iowa 55 South Carolina
11 Three Rivers 26 Southwestern 41 Kentucky 56 Alaska
12 Virginia 27 Oklahoma 42 New Mexico 57 Nat’l Membership
13 North Carolina 28 Missouri Valley 43 South Texas Center (NMC)
14 Florida 29 Nebraska 44 San Diego
15 Tennessee 30 Minnesota 45 Georgia

1 Although numbered 59, Long Island is actually the 57th USATF Association.

For association contact information please go to http://www.usatf.org/About/Associations.aspx
ATTACHMENT E: TRIALS AGREEMENT

2020 U.S. OLYMPIC TEAM TRIALS – TRACK & FIELD AGREEMENT

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

1.1 “Agreement” means this 2020 U.S. Olympic Team Trials - Track & Field (“Championships”) Agreement, including the appendices and exhibits attached, to the extent same are not inconsistent with any of the terms herein; and all charts, schedules, plans, reports, or amendments or attachments to any of the above-listed documents added to the Agreement by mutual written consent of the parties.

1.2 “Ancillary Event” means any event held in the Host City (as defined in Section 1.9) or surrounding areas that is directly associated with the Championships. Such term may include any athletic competition, exhibition, show, banquet, or other event, project, or program that USATF and LOC mutually agrees as described in Section 9.11 herein, associated with the Championships.

1.3 “Athlete(s)” means any 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.

1.4 “Bid” means the U.S. Olympic Team Trials - Track & Field Request for Proposal and Bidding Handbook furnished by USATF (the “RFP”) together with Proposal.

1.5 “Budgeted Expenses” shall mean those expenses described in the budget set forth in this Agreement, or any amendments thereto approved by USATF.

1.6 “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, providing supplies or equipment for, or otherwise supporting the Championships, and who have been approved in advance by USATF.

1.7 “Business Competitor” means any person or entity that is not a “USATF or USOC Sponsor” and who produces, provides, markets, or distributes, directly or indirectly, products and/or services in one or more “Protected Categories” as this term is defined in Section 1.17 below.

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

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

1.10 “IAAF” means the International Association of Athletics Federations, the international federation and world governing body for the sports of track and field, long distance running, and race walking, (collectively “athletics”) of which USATF is the member for the United States.
1.11 “IOC” means the International Olympic Committee, the supreme authority of the Olympic Movement, whose headquarters are in Lausanne, Switzerland.

1.12 “LOC Entities” means LOC and any and all parent companies, subsidiaries, affiliates, members, divisions, or any other entity within the reasonable control of LOC.

1.13 “LOC Marks” means any and all LOC service marks, trademarks, trade names, logos, trade designations, copyrights, or intellectual properties now owned or later acquired, whether registered or not, used by or licensed to LOC which are related to or associated with any LOC-sponsored event, program or services, that USATF and any Business Associates are hereby licensed to use in connection with the Event.

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

1.15 “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; and the right to distribute and exploit the Championships or any portion thereof in any manner or forms.

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

1.17 “Protected Categories” means the USATF Sponsor products or services categories listed in this RFP, as amended from time-to-time.

1.18 “Technical Requirements” means the specifications contained in the Bid, the current USATF Competition Rules book, and the current IAAF Competition Rules book regarding the equipment and facilities necessary for the Championships.

1.19 “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 for the Championships.

1.20 “USADA” means the United States Anti-Doping Agency, the entity designated by the United States Olympic Committee and USATF to conduct drug testing of Athletes at the Championships, investigate potential doping violations, manage the drug testing results and adjudicate disputes arising out of the drug testing process.

1.21 “USATF Approval or Consent” or any combination or order of these words, means the 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.
1.22 “USATF Designated Marks” means only those USATF Marks which are identified in this Agreement. USATF may revise the USATF Designated Marks from time to time as it deems appropriate.

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

1.24 “USATF Sponsor” means any Business Associate with whom USATF has entered into a sponsorship, provider, or supplier agreement.

1.25 “USOC” means the United States Olympic Committee, the National Olympic Committee for the United States, whose headquarters are based in Colorado Springs, Colorado.

1.26 “USOC Identifications” means any phrase or identification which the word “Olympics” (or derivatives or variations thereof) is employed and all of the USOC logos, identifications, words, designations, and marks.

1.27 “USOC Sponsor” means a company with whom the USOC has entered into a written sponsorship agreement.

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

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

2.0 NATURE AND SCOPE OF AGREEMENT. LOC acknowledges that USATF, pursuant to agreements between and/or among USATF and the USOC, possesses the sole rights to organize, conduct and market the Championships, and all ancillary rights. USATF hereby grants LOC the right and opportunity to host the Championships, which shall also be the 2020 USA Olympic Trials – Track & Field, in accordance with all of the terms of this Agreement. As set forth below, USATF delegates to LOC certain rights and responsibilities with respect to the Championships. All rights not granted herein are reserved to USATF or the USOC, respectively. USATF shall have final authority with respect to decisions involving the Championships.

2.1 LOC’s Obligation to USATF and USOC. All obligations under this Agreement including sponsorship, exposition and hospitality benefits and accommodations required of the LOC are the total of all the requirements of USATF and USOC. Where, for example, benefits are promised to USATF, such benefits may be shared by USATF and USOC as agreed by these parties.
3.0 LOC FINANCIAL OBLIGATIONS. The representations made by LOC concerning its financial capability to conduct the Championships have been a substantial inducement to USATF to enter into this Agreement.

(a) In exchange for the rights granted herein, LOC shall pay USATF a non-refundable Rights Fee and athlete prize money and athlete support money as described in the RFP.

(b) LOC’s failure to make any payments pursuant to this Agreement when due, shall result in LOC being assessed interest at the rate of 1.25% per month (15% Annual Percentage Rate) calculated on a daily basis and may additionally result in USATF withdrawing LOC’s right to conduct the Championships. LOC shall immediately, upon presentation by USATF, execute the documentation necessary for USATF to assert a lien for the amounts due it against Championships ticket sales. In the event that LOC incurs interest as described above, USATF may collect the interest and/or the amounts owed under this Agreement from ticket sales proceeds at the Championships.

4.0 USATF OVERSIGHT. Notwithstanding the grant of rights contained in Section 2.0 above, USATF shall exercise overall supervision over LOC’s planning for the management and conduct of the Championships and shall have sole responsibility for the conduct of the Championships competition. Specifically, USATF shall have overall responsibility for, and shall oversee all aspects of the conduct of competition during the Championships. It is expressly understood by both parties that USATF has final authority during the competition with respect to the conduct of the Championships. Such oversight shall be exercised as more fully described in this Section 4 below.

4.1 Competition Dates. The Championships shall be held on dates as solely determined by USATF.

4.2 Event Schedule. USATF shall prepare the schedule of events for the Championships, with input from the LOC and the Championships broadcaster. Said schedule may include such exhibition events (i.e., masters, youth and paralympic), as USATF may reasonably deem appropriate, and shall be subject to such changes and revisions, as USATF may reasonably require. USATF shall have final approval of the schedule after consultation with the LOC.

4.3 Entry Process. USATF shall control and administer the Athlete entry and declarations process for the Championships, including online event registration and shall produce an Athlete entry handbook. USATF shall be responsible for establishing the entry fees for the Championships, and shall retain all revenues generated from such entry fees.

4.4 USATF Management Team. USATF shall have a competition management team as further described in the RFP which shall consist of referees, technical officials, national technical officials, a Jury of Appeals (as defined in the USATF Competition Rules), a clerking coordinator, a protest coordinator, USATF event management and staff (as designated by USATF), etc. (“USATF Management Team”), to be determined by USATF. Except as specifically stated in this RFP, LOC shall be responsible for all air transportation, local transportation, lodging (single rooms), and per diem for each member of USATF’s Management Team, for two (2) nights prior to, during and for one (1) night after the Championships, for a maximum of eight (8) days (seven (7) nights per person).
5.0 **ADMINISTRATION.** LOC undertakes to plan, host and conduct the Championships as a first class track and field competition, and as a successful premier sporting event suitable for international and national television or cable broadcast. In furtherance of its obligations hereunder, LOC warrants and represents that it shall undertake the planning, administration and conduct of those aspects of the Championships as more fully detailed in this Agreement.

5.1 **LOC Management Team.** LOC shall engage a core management team consisting of persons with technical, administrative, sales, marketing and promotions expertise, as well as support staff, sufficient to plan, host and conduct a first class Championships event (“LOC Management Team”) at no cost to USATF. LOC shall provide USATF with an updated list, and job descriptions, of its key LOC Management Team personnel, including its designated Technical Director, identifying contact details for each operational area for the Championships, no later than the first planning meeting as described herein. LOC shall promptly notify USATF of changes to the LOC Management Team, but in no event later than the next scheduled planning meeting as described herein.

5.2 **Operating Plan.** LOC shall prepare updated operating plans for submission to and review and approval by USATF, and which shall contain written updated planning progress reports for each operational area for conduct of the Championships, including, but not limited to, administration, budgeting, facility operations, general operations, Athlete services, Championships operations, marketing, sales and communications (“Operating Plan(s)”). LOC shall update the Operating Plans, in conjunction with scheduled progress report meetings with USATF.

Time is of the essence with respect to LOC’s submission of its updated Operating Plans and its reporting obligations. LOC’s failure to provide updates as scheduled, and to make meaningful progress towards the planning and administration of the Championships, may result in USATF’s termination of this Agreement as provided in this Agreement.

5.3 **Budget and Expenses.** LOC shall be responsible for and shall guarantee payment in a timely manner of all expenses related to the conduct of the Championships, as specified in this Agreement and on the proposed budget submitted by LOC herewith, except for those expenses otherwise noted in this Agreement or agreed to by the parties in writing. LOC acknowledges that LOCs assumption of the responsibilities under this Agreement have been a substantial inducement to USATF to enter into this Agreement. In this regard:

(a) **Local Government Support.** LOC guarantees that the applicable state, city, and county governments are aware of the Championships, and that each has agreed to cooperate, as appropriate, with LOC and USATF regarding the conduct of the Championships.

(b) **LOC Budget.** LOC’s initial budget is due to USATF within thirty (30) days following the execution of this Agreement. Any proposed changes to this budget shall be submitted to USATF for review, and may be updated by mutual agreement. Any change to each submitted budget of more than 10% per line item, or 3% of the total budget, must be approved in advance and in writing by USATF. Once approved by USATF, the revised budget shall replace the previously submitted budget(s) and become part of this Agreement.
(c) LOC Financial Reporting. The LOC shall provide to USATF, as and when reasonably requested by USATF, reports that compare actual costs and projected costs for the Championships in accordance with the USATF approved budget.

(d) LOC’s Books and Records. LOC shall maintain separate books and records with respect to the revenue, expense and overall financial responsibilities of hosting the Championships. Such records shall include all financial transactions associated with the Championships and Championships-related activities. LOC shall permit USATF, or its designated representative, to inspect the books or records relating to the Championships. Such inspection shall be conducted during regular business hours, subject to forty-eight (48) hours prior written notice, at USATF’s reasonable request. LOC shall maintain said books and records in accordance with commercially reasonable standards, including but not limited to, Generally Accepted Accounting Principles (“GAAP”).

6.0 FACILITY OPERATIONS. LOC shall ensure that the Facility meets the specifications and requirements for the conduct of a first class, high caliber Championships competition, and that all necessary equipment and meeting space needs are met, as outlined in the Bid and in this Agreement.

6.1 Venues and Facility Requirements. LOC shall provide, at no cost to USATF, venues and facilities that are consistent with the USATF and IAAF requirements and are free of commercial signage and are suitable for the conduct of the Championships. Said venues and facilities shall be made exclusively available to USATF three (3) days prior to the start of the Championships. In addition, LOC will provide sufficient area for post-event Athlete recovery area and media mixed zone.

(a) Warm-up Facility/Area. LOC shall ensure that a warm-up facility/area is available, in close proximity to the competition venues, for use by track and field Athletes to warm-up and prepare for the Championships, and warm-down, after completing competition. The warm-up facility must be able to accommodate running, field event warm-up, exercising, and stretching activities, and must be available to Athletes five (5) days prior to the start of the Championships, as well as prior to the start of, and after the conclusion of, competition on each day of Championships competition. The hours of operation for the warm-up facility/warm-up area shall be determined by USATF. Space on or adjacent to the warm-up facility/area must be available for clerking officials and sports medicine equipment and personnel, and Athlete hospitality.

(b) Practice Facility. The LOC shall ensure that a practice facility/area is available in close proximity to the Facility for use of Athletes to train on Championships competition days and prior to competition venue set-up. The availability of this facility is in addition to Athletes having the opportunity to train at specific times, set by USATF, at the warm-up track and the Championships Facility. The practice facility must be able to accommodate running, field events, exercising and stretching activities and have medical personnel and equipment.
(c) **Competition Facility.** LOC, at no cost to USATF, shall ensure that the Facility and venues meet the Bid specifications, as well as IAAF and USATF technical requirements, including, but not limited to:

(i) **In-Stadium Services.** LOC shall provide the services of ticket takers, waste removal personnel, ushers, and other necessary personnel and services, to ensure that the Facility is in top operating condition for the Championships.

(ii) **Temporary Facilities.** LOC shall provide tents, trailers, phone lines, walkie-talkies, computers, and other temporary facilities necessary to conduct the Championships.

(iii) **Stadium Look.** LOC shall consult with USATF, and obtain USATF’s prior written approval, with respect to a suitable and uniform “look” to the Facility for the Championships. Any signage of Business Competitors shall be covered at LOC’s sole expense. Business Associates may purchase from USATF the rights to place signage in camera-visible locations at rates to be determined by USATF. LOC shall also ensure that appropriate directional signage is installed throughout the Facility. LOC will cause any camera-visible permanent signage at the sites of the Championships to be covered, including both static and rotational signage. All other signs in the Facility of a commercial nature must be out of the camera’s view and cannot be back lit.

(iv) **Power/On-field conduits.** LOC shall ensure that adequate electrical power (220v system) is available at appropriate locations within the track oval, to accommodate competition equipment. A minimum of four (4) outlets must be located at the starting line, and two (2) outlets shall be located at the center point of each straight away. In addition, LOC shall arrange for power outlets proximate to the seating areas on both sides of the track. Finally, LOC shall arrange for a sufficient power supply for the free use of the television broadcast production personnel.

(v) **Sound System.** LOC shall ensure that the sound system at the Facility is of a superior quality that provides such clarity and volume to be heard throughout the Facility. In addition, LOC shall provide a portable system at the practice facility warm-up area for clerking purposes.

(vi) **Scoreboard.** LOC shall ensure that a state-of-the-art electronic scoreboard, free of advertising, or whose advertising may be concealed, is available at the Facility for use during the Championships. The scoreboard must be capable of interfacing with, and transmitting the Athlete times, distances, and place finishes, from the computerized results processing system to be used at the Championships. USATF shall have the right to place USATF Designated Marks on the scoreboard.
(vii) **Videoboard.** LOC shall ensure that a minimum of one state-of-the-art videoboard(s), free of advertising or whose advertising may be concealed, is/are available at the Facility for use during the Championships. The videoboard must be able to interface with (1) the computerized results processing system used at the Championships, (2) the advanced graphics and/or video functions provided by the television broadcaster for the Championships, and (3) the in-stadium Championships production (as further described below). USATF shall have the right to place USATF Designated Marks on the videoboard.

(viii) **Video Feeds.** LOC shall provide television monitors, capable of receiving a video feed from the Championships broadcast, to be located in key areas in and around the Facility, as mutually agreed between USATF and LOC. These areas may include, but not be limited to: clerking area, Athlete hospitality area, VIP hospitality area, doping control room, USATF Management Team office, press box, and other areas as mutually agreed between USATF and LOC. The parties have agreed LOC shall provide additional television monitors or technical video feed to the media mixed zone, post event area, the Athlete and coach’s hospitality area, team sign-up area, and packet pick-up areas.

(ix) **Technical Video/film.** USATF shall provide a means of producing video of key designated competition areas, such that the Championships referee and Jury of Appeals can replay a specific athlete’s performance in all running and field event discipline (i.e. jumps and throws, sprints, hurdles) in order to rule upon protests filed during competition.

(x) **Lighting.** LOC shall provide a lighting system (a minimum of 150 foot candles, or other specifications requested by broadcaster) to evenly illuminate the entire track oval and infield, that will be adequate for a late afternoon and evening television broadcast of the Championships. Said lighting shall be evenly distributed around the track oval, including both turns, and all field event competition venues. In the event that broadcaster requires a pre-event lighting inspection or consultation and the cost of the inspection or consultation is not paid by broadcaster, then LOC shall bear all costs of the inspection or consultation.

(xi) **Transportation.** LOC shall provide three (3) golf carts for USATF’s Management Team use during the Championships.

(d) **Facility Meeting Space.** LOC shall ensure that adequate meeting, work, storage and/or office space, at a location(s) determined by USATF, is available during the Championships, to accommodate operational areas including, but not limited to, the following:

(i) **Meet Operations.** Separate meeting rooms or working areas, with desks, chairs, lighting, a phone, and electrical power outlets for use by: the USATF Management Team; the referee, Jury of Appeals and
ATOs/NTOs; the Men’s and Women’s Track & Field and Race Walk Committee Chairpersons; competition officials; volunteers; VIP hospitality; doping control operations; medical services; national team processing; media operations, and any other functional work space needs as identified by USATF. LOC shall consult with USATF to determine the specific space and equipment needs for each meeting room or work area mentioned above. With respect to such USATF meet management office, LOC shall provide an office equipped with: a telephone land line and telephone hardware; a functioning high speed Internet connection (dial-up access excluded); a computer with monitor, key board and printer that has a current version of MS Office software loaded on it; and basic office supplies. USATF retains the right to provide and place USATF signage in these operational areas. LOC shall consult with USATF to determine the specific space and equipment needs for the other meeting rooms or work areas mentioned above.

(ii) Results. LOC shall ensure that an adequate working area is available to accommodate the computer, printing, and reproduction equipment (industrial copier) necessary to manage the recording of event results, times, distances, and heights, and the transmission, reproduction, and dissemination of this information. Additionally, LOC shall ensure that an adequate working area is available to accommodate this equipment and processes.

(iii) Production Booth. LOC shall consult with USATF to ensure that adequate accommodations are available at the Facility for the stadium announcers and the Championships production team operations detailed below.

(iv) Television Production Compound. LOC shall ensure that adequate space is set aside free-of-charge for the equipment and production operations of the Championships broadcaster, and for international broadcasters receiving “feeds” from the Championships broadcaster. This shall include agreed upon parking spaces in the proximity of the compound area, electrical power for the television production and transmission trucks and outlet access, and blocking of actual and necessary Facility seating for positioning of broadcast equipment (i.e., “seat kills”). Any supplemental electrical needs to provide back-up power to the production or transmission trucks shall be fulfilled at the expense of the requesting party.

(v) Jury of Appeals Office. The Jury of Appeals office area shall contain the equipment necessary for viewing the technical video/film referenced above.

(vi) Jury of Appeals Finish Line Seating Area. In addition to the Jury of Appeals office, LOC shall provide a private and secure covered work
area for use of the USATF Jury of Appeals each day of Championships competition. LOC has agreed to block out and provide a canopy in a mutually agreed upon location of the seating area inside the Facility. The Jury of Appeals work area must be of sufficient dimensions to comfortably accommodate up to eight (8) individuals, and shall have chairs and desk space or flat functional table top-like work areas. Notwithstanding the preceding sentence, USATF reserves the right to cause LOC to provide an alternate space, if it determines that proposed work area is insufficient for the needs of the Jury of Appeals.

(vii) Team Processing Center. LOC shall ensure adequate space, at a location determined by USATF, for the processing of any teams selected at the Championships.

(e) Parking. LOC shall ensure that parking (free or at a mutually agreed price) is available during the Championships to accommodate spectators, competition officials, USATF and LOC meet management personnel, webcast or television broadcast production personnel, photographers, as well as, sponsors and other VIPs. LOC shall ensure however, that USATF’s Management Team, USATF Staff, competition officials, television broadcast personnel and trailers, and selected other personnel, as mutually agreed upon between USATF and LOC, are provided free parking (a minimum of 300, with 75 spaces proximate to stadium).

(f) Concessions. Subject to USATF approval in advance and Section 10.3 herein, LOC shall control concession sales at the Facility. LOC acknowledges that USATF retains the right to prevent or restrict concession sales by Business Competitors of USATF Sponsors. More specifically, all food and beverages served or sold at the Championships and provided by LOC or its approved licensees or concessionaires shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor.

7.0 GENERAL OPERATIONS. LOC undertakes to manage and plan the general Championships operations in such a manner as to ensure a first class, high caliber Championships experience for Athletes, coaches, competition officials, sponsors, media, broadcast viewers, and all other participants. The term “housing and meals” shall mean arrangement for housing and meals to be made available to Athletes, Championships officials, press, administrators, coaches, and VIPs. LOC shall make appropriate housing and meals available to all the above-listed persons reasonably satisfactory to USATF; provided, that except as set forth below or as otherwise agreed in writing by LOC and USATF, said persons shall be responsible for their own housing and meal expenses. USATF and LOC recognize the need for close coordination in the areas of housing, meals, and ground transportation. To this end, LOC shall handle the operational needs as described in the RFP.

7.1 Housing. USATF, or its designated third party, shall have control of all room blocks for the Championships, regardless of who is responsible for payment for the various rooms. USATF shall contract with, and control the rooming blocks for, hotel properties for the Championships headquarters hotel(s), and a prime hotel or hotels in close proximity to the Championships
headquarters hotel(s), which shall include housing for all other parties. USATF reserves the right to contract with separate hotel properties for any additional needs. In the event LOC had previously secured any hotel room blocks, LOC shall release those room blocks to USATF. The LOC will retain complimentary rooms and other concessions based on the negotiated ratio with USATF or its designated third party and the complimentary rooms may be used at the LOC’s discretion. Please note, notwithstanding the foregoing, the LOC shall be financially responsible for housing the competition officials. The LOC may contract with hotels outside of USATF’s room blocks, subject to USATF review and approval, for said individuals. Should the LOC wish to place those persons within USATF’s room blocks, the same rebate structure will be adhered to for these room blocks and complimentary rooms may be used for these persons/rooms as well. Notwithstanding anything to the contrary herein, LOC shall still retain financial responsibility for the housing of the USATF Management Team of no more than thirty-five (35) persons, at a mutually agreed upon location as provided above starting two (2) days before the Championships and ending one (1) day after the Championships.

7.2 **Meals.** LOC shall provide USATF’s Management Team with a per diem, beginning two (2) days prior to and one (1) day after the end of the Championships competition, for a maximum of eight (8) days (seven (7) nights). LOC shall ensure that meals, selected in consultation with USATF and subject to USATF’s approval, are provided for competition officials during competition, as provided below, and per diem is provided to in-stadium event production personnel (of up to nine persons) during their stay in the Host City while working at the Championships. LOC shall also provide light snacks and beverages for the competition officials, in-stadium event production personnel, and working media at the Facility. LOC shall arrange for separate eating areas for each of the above-named groups at the Facility.

7.3 **Ground Transportation.** All standard passenger vehicles and/or sport utility vehicles used in conjunction with the Championships or any of the obligations of LOC herein shall not be that of a Business Competitor. Furthermore, said vehicles shall be branded with USOC and/or USATF-supplied logos. Any reasonable and actual, out of pocket costs incurred by LOC directly related to the branding of said vehicles with USOC and/or USATF supplied logos shall be reimbursed to LOC by USATF. USATF will use reasonable efforts to help LOC secure vehicles from a USOC and/or USATF Sponsor, if any. LOC shall arrange for the following ground transportation related to the Championships:

(a) **Airport.** LOC shall arrange and provide free transportation from the Host City airport to their respective hotels and from their respective hotels back to the airport, for Athletes, coaches, USATF’s Management Team, competition officials and VIPs for a period of time to be mutually agreed upon by USATF and LOC.

(b) **Practice and Competition Venues.** LOC shall arrange and provide free transportation from their respective hotel for Athletes, coaches, USATF Management Team, competition officials, media, USATF Sponsors, and VIPs, to and from the Facility. In addition, LOC shall provide free transportation for Athletes and coaches from their respective hotels to the practice facility, if not close in proximity to the Facility, and from the practice facility to the Facility, for a period of time mutually agreed to by LOC and USATF.
(c) **Vaulting Poles.** LOC shall ensure that special storage and transportation arrangements are in place to accommodate Athletes with pole vault poles. Upon notification by LOC of these arrangements, USATF shall advise pole vault Athletes, their agents and coaches, of these special arrangements in the Championships entry booklet and on the USATF website. LOC shall designate a contact person to assist with the logistics of the transporting of pole vaulting poles.

(d) **Rental Vehicles.** LOC shall also provide ten (10) rental vehicles and six (6) minivans or full-sized vehicles for the use of the USATF Management Team five (5) days prior to the start of, and two (2) days after the conclusion of, the Olympic Trials; provided, however, that the parties further agree that one of the abovementioned rental vehicles shall be made available to USATF ten (10) days prior to the start of, and two (2) days after the conclusion of, the Olympic Trials.

7.4 **Accreditation.** LOC shall, at its own cost and expense, oversee, design and produce the Championships credentials, in consultation with USATF and subject to USATF’s prior approval. LOC acknowledges and agrees that a credentialing plan shall be used to control and restrict access of Athletes, coaches, agents, media, VIPs, guests, and competition officials to designated areas, and to receive certain services (as applicable), including but not limited to, meals, transportation, hospitality, warm-up facility access, practice facility access, field of play (within the track oval) access, and doping control access. Notwithstanding the above, LOC understands and agrees that USATF shall have exclusive control of the issuance of credentials and the access of individuals in possession of said credentials to all Championships venues and facilities. LOC shall use its best efforts to ensure that the credentialing plan is followed and credentials are not issued or transferred to non-approved individuals. Furthermore, USATF reserves the right to place USATF Sponsor advertising on credentials and lanyards. Any reasonable and actual, out of pocket costs incurred by LOC directly related to the placement of USATF Sponsor advertising on credentials and lanyards shall be reimbursed to LOC by USATF.

(a) **Credential Plan.** USATF and LOC shall consult and collaborate on development of the credentialing plan, including the purchase price therefore, which the LOC will implement, and which must be approved by USATF. LOC acknowledges that each Athlete shall receive one (1) complimentary Athlete credential and one (1) complimentary Athlete support credential.

(b) **Athlete Support Credentials.** LOC shall control and receive the revenue from non-complimentary “Athlete Support” credentials, provided that each Athlete shall be entitled to purchase a limit of one additional Athlete Support credential. Athlete Support credentials, both complimentary and non-complimentary, shall be available only in the packet pick-up area. LOC and USATF will mutually agree on the price charged for the additional “Athlete Support” credential, but in any case the price charged will not be less than a per day ticket cost.

(c) **LOC agrees to abide by all USADA and USATF anti-doping regulations by enforcing doping suspensions. LOC shall not provide Championships credentials to any individual currently listed on any doping suspension list, including but not limited to the USADA and USATF suspension lists. Individuals who appear on the current suspension**
list are prohibited from receiving credentials which allows them to gain access to Athletes and/or other privileged areas before, during, and following the Championships. A copy of the most current suspension list, which is updated periodically, can be found on USATF’s website at www.usatf.org or on the USADA website at www.usada.org. LOC is responsible for checking the most current list of doping suspensions prior to issuing any event credentials.

7.5 **Volunteers.** LOC shall arrange for appropriate volunteers to provide needed assistance to Athletes, LOC, and USATF for the Championships, to supplement and assist Championships administrative personnel, to serve as doping control escorts, and to provide other appropriate assistance in connection with the Championships. LOC shall be aware of USATF’s Volunteer Handbook which can be viewed at: www.usatf.org/volunteerhandbook13.

7.6 **Security.** LOC is responsible for providing the security and protection for all participants in, and spectators at, the Championships. LOC shall contact and coordinate with local, state, and federal law enforcement agencies to ensure the safety of all participants in, and spectators at, the Championships. LOC shall consult with USATF with respect to security arrangements, and the recruitment, staffing, coordination, and placement of uniformed security personnel at all key venues used for the Championships, including hotels. LOC’s security plan shall take into account U.S. Homeland Security Agency terrorist alerts, the prevention of criminal activity, and the potential for unexpected weather conditions. All costs associated with providing such security shall be the sole responsibility of LOC, except as expressly approved by USATF in writing. LOC shall submit a written security plan to USATF, at least ninety (90) days before the Championships. LOC shall be aware of and utilize, if necessary, USATF’s Emergency Response Plan (http://www.usatf.org/About/Privacy---Other-Policies/Emergency-Response-Plan.aspx).

7.7 **Uniforming.** LOC shall ensure, in consultation with and subject to USATF’s approval, that all Championships competition officials, television broadcast production personnel, the LOC Management Team and volunteers are clothed in uniforms (i.e., t-shirt and hat, polo shirt and hat, footwear, etc.) that provide a professional, customer service friendly image. LOC acknowledges that all such uniform items shall be that of the USATF Sponsor for apparel. USATF will use its reasonable efforts to assist LOC in sourcing and/or securing such products from USATF Sponsors or suppliers. In the event that such products cannot be obtained from USATF sponsors or suppliers, LOC may purchase such products from USATF or any USOC licensee.

8.0 **ATHLETE SERVICES.** LOC shall ensure that the comfort, security and informational needs of Athletes competing in the Championships are addressed, as described herein.

8.1 **Packet Pick-Up.** LOC shall provide personnel and/or volunteers to work in conjunction with USATF to administer, prepare and distribute Athlete competition packets prior to and during the Championships. LOC shall include updated Championships logistical information in each Athlete packet. Prior to the start of competition, Athlete packet pick-up should be located at the designated headquarters hotel or Athlete hotel, if separate, as determined by USATF.

8.2 **Athlete Competition Bibs and Hip Numbers.** Subject to USATF’s approval, LOC shall provide, at LOC’s expense, competition bibs, including Athlete names, safety pins to attach the competition bibs, and hip numbers for each Athlete at LOC’s expense. Said competition bibs
and hip numbers shall be purchased through a preferred printing partner of USATF. The size, design and layout of the bib shall be determined by USATF, in consultation with LOC, and may have a USATF Sponsor logo as described below. Competition bibs at the Championships may not bear any commercial identification or promotional material of any kind (whether commercial or noncommercial).

8.3 **Championships Information.** LOC shall provide personnel and/or volunteers to set-up and assist USATF in maintaining a Championships office, at a location designated by USATF, to provide Championships information to Athletes, coaches, agents, VIPs and other persons designated by USATF. LOC must also provide a minimum of four (4) phone and four (4) high speed Internet lines or wireless connection for the communication needs of the USATF Championships information office.

8.4 **Athlete Hospitality at Hotel.** LOC shall provide personnel and/or volunteers to set-up and assist USATF with a joint LOC/USATF Athlete hospitality room at the headquarters or Athlete hotel, as the case may be, that limits access to Athletes, their agents and coaches, and USATF Athlete services staff. LOC and USATF shall collaborate and share expenses related to the provision of ample snacks and drinks for Athletes, agents and coaches. All food, beverages or snacks provided in the Athlete Hospitality shall be served in non-branded containers if branding on containers is not that of a USATF or USOC Sponsor. Access to the Athlete Hospitality Area shall be limited to Athletes, their agents and their coaches, and USATF and LOC staff.

8.5 **Athlete Hospitality at Facility.** LOC shall provide a tent in a prime location at the Facility for Athlete hospitality. Consistent with a first-class event, LOC shall provide, within the hospitality tent, a live feed of the Championships events, sufficient fans to keep the air circulating within the tent, and ample snacks and drinks for the Athletes. All food, beverages or snacks provided to Athletes (pursuant to Section 7.2 or as otherwise noted herein) shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor. Access to the Athlete hospitality tent shall be limited to Athletes, their agents and coaches, and USATF Athlete services staff.

8.6 **Coaches/Agents Hospitality at Facility.** LOC shall provide a tent in a prime location at the Facility, upon USATF’s approval, for Coaches/Agents hospitality. Consistent with a first-class event, LOC shall provide within the hospitality tent, a live feed of the Championships events, sufficient fans to keep the air circulating within the tent, and ample snacks and drinks for the Coaches and Agents. All food, beverages or snacks provided (pursuant to Section 7.2 or as otherwise noted herein) shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor. Access to the Athlete hospitality tent shall be limited to coaches, and USATF Athlete services staff.

9.0 **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, as detailed in this section below.

9.1 **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 and suppliers 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 shall prepare 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 use reasonable efforts to assist LOC in securing competition equipment from USATF and USOC Sponsors or suppliers at reduced or no cost to LOC.

9.2 Timing and Results. LOC shall ensure that fully automatic timing is in place for the Championships, and LOC 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, doping control and participants with “real time” results. USATF shall approve all vendors associated with timing and results. Said automatic timing expense shall be borne exclusively by the LOC. LOC shall also ensure that no commercial advertising is associated with the timing devices and software that will be in use at the Championships, unless approved by USATF in advance. Official race results will be hosted on USATF.org or an appropriate micro site, as determined by USATF.

9.3 Competition Officials. LOC shall provide room and board for no more than one hundred twenty-five (125) competition officials (the “competition officials”), as selected by USATF, for the duration of their stay in the Host City, while working at the Championships. Housing, in principle, shall consist of double occupancy rooms. In addition, LOC shall ensure the provision of a continental breakfast at the housing property for the duration of the competition officials’ stay in the Host City and LOC shall provide a two hundred dollar ($200) honoraria for each of the head competition officials, as designated by USATF (not to exceed twenty (20) head competition officials). All food, beverages or snacks provided to competition officials (pursuant to Section 7.2 or as otherwise noted herein) shall be served in non-branded containers if branding on containers is not that of a USATF or USOC Sponsor.

9.4 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.

(a) The production team shall consist of a minimum of three (3) event announcers, four (4) field spotters, one (1) producer and one (1) 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 fifty-two dollar ($52) per diem, for the Championships production team during the duration of their stay for the Championships.

(b) LOC shall provide USATF with a list of all musical compositions, including composer name and publisher name, that it intends to play in the Facility during the Championships, at least fifty (50) days prior to the start of Championships competition. A copy of all licenses, permissions or other consents to use such compositions shall accompany the list, which approvals LOC shall obtain at its sole cost and expense. All in-
stadium spectator entertainment plans, including any product or souvenir giveaway items, are subject to USATF’s prior written approval which shall be final and binding on the parties.

(c) LOC and USATF shall collaborate on in-stadium production and run-of-show to ensure a high quality experience for Athletes and spectators. In-stadium production elements shall include in-stadium commercials and announcements acknowledging USATF, USATF Sponsors, and USATF programs. LOC Sponsors may also receive in-stadium commercials and announcements with the prior written approval of USATF.

9.5 Awards Ceremonies. LOC shall, subject to USATF’s approval, provide medals for top six (6) finishers in each Championships event (as determined by USATF) with appropriate recognition during the Championships. USATF shall 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, and shall be financially responsible for, the cost of producing the medals (using USATF suppliers) and the award ceremony presentation protocol. LOC will have an opportunity to designate presenters for select award presentations as mutually agreed upon by both parties. The parties shall cooperate to finalize the award presentation plan no later than forty-five (45) days prior to the Championships.

9.6 Bottled Beverages. LOC shall ensure adequate USATF-approved sealed bottled water and sports beverages are available to Athletes and competition officials, for their consumption and replenishment during Championships competition days, at the Athlete hotel, warm-up area, doping control area, practice area, team sign-up, 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 use reasonable efforts to assist LOC to secure such bottled water and sports beverages from USATF and USOC Sponsors or suppliers, at low or no cost. All food, beverages or snacks provided to Athletes and competition officials shall be served in non-branded containers if branding on containers is not that of a USATF or USOC Sponsor.

9.7 Hospitality. In addition to and separate from the hospitality arrangements and provision of Facility tickets detailed throughout this Agreement, LOC shall provide the following, at no cost to USATF:

(a) a hospitality area(s) at the Facility, including amenities (including, but not limited, a television monitor with a live feed of the Championships, food and beverage) for the use, comfort and entertainment of USATF Sponsors and others selected by USATF. LOC shall also provide personnel or volunteers to monitor and restrict access to the hospitality area(s), which shall be open during the hours mutually agreed by USATF and LOC; and

(b) if sky-boxes or private corporate hospitality suites are provided at the Facility, one such sky-box or private hospitality suite, in a prime location and with accompanying access tickets, for USATF’s sole use.
USATF will offer to LOC, for LOC’s purchase, passes to the hospitality area for LOC Sponsors and LOC VIPs. LOC shall also offer USATF Sponsors the first and preferred opportunity to purchase hospitality space at the Facility at LOC’s prevailing rates.

9.8 Medical. LOC shall ensure that medical personnel and equipment are available to provide emergency and standard medical services to Athletes, spectators, and officials during the Championships including the Athlete hotel(s). LOC shall provide a medical services plan at least ninety (90) days prior to the Championships for USATF approval which shall detail the arrangements for (1) the provision of a defibrillator at the Facility; (2) the availability of EMT services including ambulance(s), (3) the provision of a list of hospitals within a twenty (20) mile radius of the Facility; and (4) the availability of athletic trainers, massage therapists, and necessary snacks and beverages (water and sport performance) for Athlete consumption. All beverages provided at the medical treatment areas shall be served in non-branded containers if branding on containers is not that of a USATF or USOC Sponsor. LOC shall also secure licensed medical professionals – including the recommended minimum of two physicians per day – to be “on call” at the Facility and at the Athlete hotel(s) during the Championships. LOC’s approved medical services plan shall be attached and shall become a part hereof.

9.9 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 (including but not limited to weather and safety emergencies). This plan shall be coordinated with local, state and federal law enforcement officials, as appropriate. USATF shall have a right of meaningful consultation with respect to this emergency evaluation plan, a copy of which shall be provided by LOC to USATF no later than ninety (90) days preceding the Championships.

9.10 Drug Testing. LOC acknowledges that applicable IAAF, USOC, and USATF rules require drug testing at the Championships in accordance with the procedures set forth in IAAF, IOC, and/or WADA rules and protocols. LOC shall provide suitable, private and legally secure areas, qualified drug-testing chaperones, sealed beverages and approved snacks for the drug testing procedures to be administered at the Championships. (All beverages and snacks provided to Athletes in the doping control area shall be served in non-branded containers if branding on containers is not that of a USATF or USOC Sponsor.) LOC acknowledges the receipt of the USADA Site Coordinators Handbook for In-Competition Testing (http://www.usada.org/files/pdfs/site-coordinator-handbook.pdf). LOC shall consult with USATF’s legal department and 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.

9.11 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 in Section 10.2). In addition, any revenue
generated by LOC or USATF during these Ancillary Events shall be shared with the other as mutually agreed upon by the parties. 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.

10.0 SPONSOR & COMMERCIAL RIGHTS. Except for the Sponsor Revenue sources set out in this Agreement, LOC acknowledges that the USOC and/or USATF owns all revenue sources, including all commercial rights to the Championships, including but not limited to, media and licensing rights. Notwithstanding the foregoing, USATF shall negotiate in good faith with LOC to transfer certain mutually agreed upon rights to LOC (collectively, “Sponsor Revenues”) as more fully described in this section.

Further, LOC agrees that all negotiations with USOC Sponsors shall be conducted by USATF rather than the LOC.

(a) Subject to the language above, LOC may sell local Championships sponsorships, only with the prior written approval of a duly authorized USATF representative on a case by case basis, which may be withheld at USATF’s reasonable discretion, to the following entities:

i. USATF Sponsors

ii. USOC Sponsors

iii. Third parties that do not conflict with USATF or USOC Sponsors

LOC acknowledges that only USATF and USOC Sponsors who are also approved broadcast advertisers may have camera visible signage at the stadium and track during the Championships. The design, placement, and dimensions of all signage is subject to the reasonable approval of USATF. 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.

(b) LOC and USATF will consult, collaborate on, and jointly market Championship sponsorships mutually agreed upon by LOC and USATF in the previously named categories.

(c) USATF and LOC agree to meet within sixty (60) days of the execution of this Agreement to develop a cohesive and mutually agreed to plan for pursuing such sponsorships, which will include LOC’s ability to market in line with the terms of this Agreement.

(d) LOC, the USOC, and USATF will keep each other apprised of their respective pending sponsors. LOC, the USOC, and USATF each reserve the right to name additional
LOC, USOC and USATF Sponsors, respectively, at any time. LOC, the USOC, and USATF will notify one another within ten (10) days of any changes in their respective Sponsors. In no event will the addition of such new sponsor negatively impact a Championships sponsorship agreement which was previously concluded in accordance with the terms of this Agreement.

(e) LOC acknowledges and agrees that only USOC retains the sole right to sell presenting or title sponsorship(s) with respect to the Championships, and that the USOC may authorize broadcasters to sell presenting or title sponsorship(s) with respect to the Championships broadcast.

10.1 Media Rights. The USOC owns all Media Rights in the Championships including transmission and distribution by means of all television, radio, Internet, or any other technology or medium whether now in existence or later developed. LOC shall cooperate with USATF in ensuring that appropriate language is placed on all ticket backs and accreditation credentials giving effect to the USOC’s exclusive ownership of media rights in and to the Championships and 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.

10.2 USATF Sponsors. LOC acknowledges that the USOC and USATF have legally binding contractual commitments to USOC and USATF Sponsors, respectively, which include, but are not limited to, requiring placement of USOC and USATF Sponsor signage at the Facility, at the headquarters and Athlete hotels, the placement of USOC and USATF Sponsor advertising in Championships publications and on competition bibs, the provision of free exposition space, free “prime or best” tickets and hospitality access, and parking privileges and access to event shuttle transportation. No entity or individual other than USOC or USATF Sponsors or licensees shall be granted the right to distribute premium or promotional samples or other items during the Championships, without USATF’s express written consent. Notwithstanding anything to the contrary contained herein, LOC shall ensure that LOC entities and/or contractors are similarly obligated to abide by the terms of this section and shall honor any and all USOC or USATF Sponsor obligations.

(a) Any required USOC or USATF Sponsor and USOC/USATF look and feel signage will be provided at no cost to the LOC. A list of USATF’s current national sponsors and Protected Categories are listed herein. USOC and USATF reserve the right to name additional sponsors or suppliers and augment the list of Protected Categories at any time. LOC shall contact USATF’s and USOC’s marketing departments to verify the current status of their respective Sponsors and Protected Categories.

(b) LOC shall cooperate and consult with USATF to ensure that USOC and USATF Sponsor contractual obligations are met. It is expressly understood by all parties that all sponsor or temporary signage in and around the adjoining areas of the Facility are controlled by the USOC and USATF. LOC shall ensure that only USATF or USOC Sponsor signage is visible by the broadcast equipment of the approved Championships broadcaster. Furthermore, LOC acknowledges any future Facility sponsor agreements will provide for an exclusion of any requirements for Facility signage during the
Championships, unless otherwise approved and agreed to in writing and in advance by USATF.

(c) Unless otherwise agreed by USATF in writing, LOC will: (i) ensure that all food and beverages served at the Facility or Ancillary Events of the Championships, including at all hospitality areas and press conference areas, are provided by USOC Sponsors or are served in generic, unbranded containers, (ii) not authorize (and use commercially reasonable efforts to prevent) the distribution of samples or other promotional items in proximity to the sites of the Championships by entities other than USOC Sponsors, (iii) not authorize (and use commercially reasonable efforts to prevent) Business Competitors of USATF and/or USOC Sponsors to publicize any sponsor, supplier or other commercial relationship with the Championships at or in proximity to the Championships, (iv) not permit any third party that is not a USATF and/or USOC Sponsor to publicize any commercial relationship with the Championships on the tickets therefor, and (v) use best efforts to provide USATF and/or USOC Sponsors the opportunity to supply any needed services or products for the Championships and to refrain from using services or products from any Business Competitors whenever possible. In the event a Business Competitor provides a service or product for the Championships, said Business Competitor shall not be permitted to promote their affiliation with the Championships or with the LOC during the Championships.

10.3 LOC Business Associates. Subject to USATF’s prior written approval, LOC may approach and offer local and regional Business Associates mutually agreed upon commercial rights, opportunities and hospitality for the purposes of promoting and supporting LOC’s responsibilities and obligations hereunder. In no event may said Business Associates be Business Competitors of USATF and/or USOC 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 only companies that have been mutually agreed to in writing by the duly authorized representatives of both parties, as described above, shall receive commercial identification for 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.

(a) Subject to the language above, LOC may sell local Championships sponsorships, only with the prior written approval of a duly authorized USATF representative on a case-by-case basis, which may be withheld at USATF’s sole discretion, to the following entities:

i. USATF Sponsors.

ii. USOC Sponsors.

iii. Third parties that do not conflict with USATF and/or USOC Sponsors.

LOC acknowledges that only USATF and/or USOC Sponsors who are also approved broadcast advertisers may have camera-visible signage at the Facility during the Championships. The
design, placement, and dimensions of all signage is subject to the reasonable approval of USATF. 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).

(b) LOC and USATF will consult, collaborate on, and jointly market Championships sponsorships mutually agreed upon by LOC and USATF in the previously named categories, based on a mutually agreed set of benefits, revenues, and expenses.

(c) USATF and LOC agree to meet within sixty (60) days of the execution of this Agreement to develop a cohesive and mutually agreed to plan for pursuing such sponsorships, which will include LOC’s ability to market in line with the terms of this Agreement.

(d) LOC will keep USATF apprised of its pending sponsors. USATF reserves the right to name additional USATF and/or USOC sponsors, at any time. LOC will notify USATF within ten (10) days of any changes in its sponsors. In no event will the addition of such new Sponsor negatively impact a Championships sponsorship agreement which was previously concluded in accordance with the terms of this Agreement.

(e) LOC acknowledges and agrees that only USATF retains the sole right to sell presenting or title sponsorship(s) with respect to the Championships, and that USATF may authorize broadcasters to sell presenting or title sponsorship(s) with respect to the Championships broadcast.

10.4 Food and Beverage Sales. All food and beverages served or sold at the Championships and provided by LOC or its approved licensees or concessionaires shall be served in non-branded containers if branding on containers is not that of a USATF or USOC Sponsor.

10.5 Event Exposition. Unless otherwise mutually agreed upon, LOC may provide and retain revenues from an exposition area for vendors and businesses; provided, however, that no entity or individual other than USATF or USOC Sponsors or licensees shall be granted the right to engage in automotive, apparel or shoe sales, or to distribute premium or promotional samples or other items in the exposition area or at any Championships venue or facility, without USATF’s express written consent. Furthermore, in addition to a first choice, prime location for USATF, USATF Sponsors shall be provided with up to ten (10) first choice, prime location booths or spaces (no smaller than 20 feet by 20 feet) in the exposition area, 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.

10.6 Souvenir Championships Program. USATF shall design a souvenir Championships program (the “Event Program”) in digital and/or paper formats and shall have sole control over the content and placement of content within the Event Program (and retain all revenue from the sale of space within the Event Program). Subject to USATF’s prior consultation and approval, LOC shall make such arrangements for the printing and sale of (and retain all revenues from) 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) adequate space within the Event Program, as reasonably requested by LOC, shall be available to LOC in order to fulfill its contractual obligations to LOC Sponsors (all copy, advertisements, or art work necessary to fulfill LOC Sponsor obligations hereunder shall be provided to USATF on a date to be mutually agreed upon between LOC and USATF);

(b) placement of USATF and/or USOC Sponsor logo(s) on results sheets; and

(d) delivery to USATF, free-of-charge, of up to 300 Event Programs and 200 daily results sheets, as USATF may reasonably request, for use by USATF to fulfill its contractual obligations.

10.7 National and Local Marketing. The USOC and USATF shall conduct and control all national marketing and promotion related to the Championships. LOC shall conduct, subject to USATF’s prior written approval, all regional and local area marketing and promotion of the Championships, provided that such regional and local area marketing and promotion shall recognize the (1) title sponsor, if any, of the Championships, and (2) the fact that the Championships are "sanctioned by USA Track & Field." LOC and USATF shall consult and coordinate, where and when appropriate, their respective marketing and promotional activities, including Ancillary Events.

10.8 Merchandise and Licensing. USATF owns and controls all merchandising and licensing rights related to the Championships. USATF will control all aspects of merchandising sales and will retain all revenues from such sales. LOC shall provide USATF, free-of-charge, at least two (2) point-of-sale locations (one location shall be no smaller than 50’ x 120’ and the other space shall be 40’ x 60’) for the exclusive sale of USATF merchandise, which locations shall be proximate to entrances to the Facility, the exposition area, and competition areas or in other prime locations, as determined by USATF in consultation with LOC.

10.9 Ticketing. USATF grants LOC the right to 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) USATF shall design the Championships tickets. The LOC plan for the sales and distribution of tickets must be approved in advance by USATF, and shall meet all USATF Sponsor requirements;

(c) Provision of adequate Facility seating for Athletes and athlete support personnel (a minimum of 900 seats);

(d) Provision of 500 “prime or best” Facility tickets for each day of the Championships to USATF for USATF, USATF Sponsors and VIPs (including such
credentials or passes as are necessary to access hospitality suites and/or sky-boxes located at the Facility) (any unused tickets will be released for LOC to sell);

(e) Provision of a ticket discount program for USATF members, athlete friends, and athlete family 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;

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

(g) LOC shall cooperate with USATF in ensuring that appropriate language is placed on all ticket backs and accreditation credentials giving effect to USATF’s exclusive ownership of media rights in and to the Championships and 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.

10.10 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 and are subject to USOC approval. LOC’s commitments to donors shall not supersede or displace USATF or USOC Sponsor benefits.

10.11 Use of USATF Designated Marks. Subject to USATF’s prior approval, USATF hereby grants LOC a limited license to only use USATF Designated Marks (as identified by USATF) in connection with promotion and/or advertising related to the Championships and for no other reason whatsoever; provided, however, LOC shall not use USATF Designated Marks in connection with any merchandise, apparel or any similar product without the express written consent of a duly authorized representative of USATF, which may be withheld at USATF’s sole discretion. USATF may revise the USATF Designated Marks from time to time as it deems appropriate. LOC shall have no rights to any other USATF Marks. LOC shall submit to USATF exact copies of the proposed uses of USATF Designated Marks to USATF for USATF’s written approval, 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 USATF Marks, including all USATF Designated Marks, or authorize USATF Marks, including all USATF Designated Marks, 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 Championships Sponsor that is not a USATF Sponsor or USOC Sponsor shall:


(a) indicate or advertise that it is an "official sponsor," "National Sponsor," or otherwise a sponsor of or has any relationship with USATF and/or the USOC,

(b) state that USATF or USOC has endorsed, selected or approved of any of its products and services, or

(c) use any USATF Mark or name except as identified herein, or as otherwise approved in writing by USATF.

LOC shall require that all Championships sponsors agree to comply with the provisions of this section. All designs, logos, trademarks and trade names created by LOC, incorporating any of the USATF Designated Marks or elements thereof, shall be subject to the prior written approval of USATF and shall become the sole property of USATF. Neither LOC nor Championships sponsors shall use any USATF Marks, except as identified herein. In conjunction with the USOC, USATF shall create, design, and own the Championships logo ("Championships Logo") which shall be the exclusive logo used for any and all promotion and marketing of the Championships. The Championships Logo and all such designs, logos, trademarks and trade names created for the Championships that incorporate any of the USATF Designated marks or elements thereof shall be the sole property of USATF. USATF shall, at all times, have the authority to approve any and all uses of the Championships Logo, including but not limited to, which vendors LOC may engage to produce materials which include the Championships Logo. Furthermore, USATF may revoke such approval at any time and for any reason, in its sole and unfettered discretion. Any and all rights or license to use USATF Designated Marks and Championships Logo granted to LOC shall terminate at 12:01 a.m. on the day following the Championships.

10.12 Championships Logo. Subject to USOC and USATF approval, LOC may utilize the USOC designed and owned Championships Logo for promotion and marketing of the Championships. The Parties acknowledge that prior approval of any use of the Championships Logo must be obtained from the USOC by USATF and that the USOC will retain ownership of said logo in perpetuity. LOC’s right and license to use the Championships Logo is subject to the following material conditions: (a) each use of the Championships Logo must be accompanied by an authenticating notice approved by the USOC (e.g., 36USC220506); (b) the Championships Logo must be reproduced fully, accurately and without embellishment. No partial version of the Championships Logo or component thereof may be used at any time for any purpose without the USOC’s prior written consent; (c) LOC shall submit, for advance approval, representative samples of all advertising and promotional materials containing the Championships Logo; (d) LOC will not authorize or permit any third party, including, but not limited to, sponsors, suppliers and licensees of LOC and the owner of any Championships sites, to use the Championships Logo without the USOC’s prior written consent; (e) LOC will not use the Championships Logo, or authorize the Championships Logo 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 the USOC or the Olympic movement, nor in any manner that is inconsistent with the Olympic Charter or contrary to applicable laws; (f) LOC will not use the Championships Logo on premiums or on merchandise for retail sale without the prior written consent of the USOC, which, if given, will require that all merchandise bearing the Championships Logo shall be sourced through existing USOC Licensees and shall be subject to
USOC approval, and shall comply with the Merchandise Guidelines provided by the USOC; (g) LOC will not, during the term of this Agreement or thereafter, attack the title or any rights of the USOC in and to the Championships Logo; (h) LOC will not at any time adopt or use any mark confusingly similar to, or a simulation or colorable imitation of, the Championships Logo; (i) LOC will not use the trade name, trademark or service mark of any third party on any materials bearing the Championships Logo without the USOC’s prior written consent, and LOC will not use the Championships Logo in any manner that creates or implies any association or affiliation between a third party and the Championships, the USOC, the Athletes, or the Olympic Games; (j) without the prior written consent of the USOC, LOC will not use or permit the use by third parties of any Olympic Identifications (other than use of the Championships Logo as authorized herein) in connection with the staging or promotion of the Championships.

11.0 PROMOTION AND MEDIA RELATIONS. USATF and LOC shall consult and collaborate with each other with respect to the conduct and promotion of the Championships. LOC shall exercise its best efforts to make the Championships a successful, state-of-the-art sport spectacular, commercial venture and media event. Subject to approval of USATF in making decisions affecting the conduct of the Championships, LOC shall take into consideration the best interests of the participating Athletes and the selection of the United States Olympic Track & Field Team for the 2020 Summer Olympic Games. USATF shall consult with LOC to optimize public awareness of the Championships. LOC shall use its best efforts to promote the Championships, including radio, television, newspaper and trade publications, to generate substantial spectator and community support and extensive national and international awareness in accordance with the budget. All proposed news releases shall be submitted to USATF for approval at least forty-eight (48) hours prior to its proposed release date. Said materials shall only be deemed approved by USATF by written consent. USATF’s failure to reject or comment within the forty-eight (48) hours shall be a rejection of the proposed news release. All proposed advertising or promotional materials, shall be submitted to USATF for approval at least twenty-one (21) days prior to its proposed printing date. Said materials shall only be deemed approved by USATF by written consent. USATF’s failure to reject or comment with the twenty-one (21) days shall be a rejection of the proposed advertising or promotional materials. LOC agrees that it shall designate no less than Two Hundred Fifty Thousand Dollars ($250,000) in its budget for advertising and promotion of the Championships. In addition, LOC shall identify USATF as the sanctioning body of the Championships in all printed materials related to the Championships, including but not limited to, advertisements, flyers and posters. Any willful or egregious action on the part of LOC which would constitute an act of moral turpitude in the community in which USATF resides or which would otherwise constitute public humiliation to USATF shall result in a material breach of this Agreement and USATF shall be entitled to immediately terminate the Agreement. Furthermore, USATF must approve the creation of any social media channels (including, but not limited to Facebook, Snapchat, Twitter, Pinterest and Instagram) used to promote the Championships. All hashtags or other naming conventions and postings shall be subject to USATF approval.

11.1 LOC shall consult and cooperate with USATF and the USOC with respect to media relations related to the Championships, including, but not limited to without limitation, the content and distribution of all press releases and the planning and conduct of all press conferences.
11.2 LOC shall consult and cooperate with USATF and the USOC 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 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, including but not limited to that necessary for credentialed media at the Championships. All expenses associated with this section and the operation of the media operations shall be borne by the LOC.

11.3 LOC shall consult and cooperate with USATF with respect to press accreditation and the organization of all media headquarters. USATF shall have the right of final approval as to the systems, procedures and guidelines for press accreditation. USATF shall have the sole right to approve or deny credentials and will consult with LOC on credential decisions for local media. USATF reserves the exclusive right to distribute credentials to the Championships broadcast media in cooperation with the LOC.

12.0 COOPERATION WITH USATF LOCAL ASSOCIATION. LOC understands that USATF has local Associations throughout the United States and that USATF’s Bylaws require the participation of the relevant USATF local Association in organizing the Championships. LOC agrees to provide USATF designated local Association representatives with VIP credentials to the Championships and welcomes local Association’s designated official representatives’ involvement in awards ceremonies as may be desired by USATF.

13.0 INSURANCE. Throughout the Term of the Agreement, LOC shall provide and maintain, at its expense, the following insurance which shall protect LOC and USATF on a primary basis from any and all claims arising out of or in connection with the Championships and the obligations of LOC pursuant to this Agreement.

(a) Commercial General Liability insurance with limits not less than $1,000,000 each occurrence and $3,000,000 in the aggregate. Such insurance shall include coverage for premises liability, contractual liability, products-completed operations, participant legal liability, personal and advertising injury, property damage and bodily injury liability (including death).

(b) Automobile Liability insurance covering liability arising out of LOC’s use, operation and/or maintenance of any auto, with limits not less than $1,000,000 each accident combined single limit for bodily injury and property damage.

(c) Workers’ Compensation insurance covering employees of LOC serving at the Championships, with limits as required by statutory law, including Employer’s Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 disease-each employee and $1,000,000 disease-policy limit.
(d) Umbrella and/or Excess Liability insurance with limits not less than $10,000,000 each occurrence shall apply in excess of the Commercial General Liability, Auto Liability and Employer’s Liability policy limits.

(e) Participant Accident insurance covering all participants in the Championships with limits not less than $10,000 per participant for Accident Medical coverage and $10,000 per participant for AD&D coverage.

(f) Event Medical Professional Liability insurance, if applicable, for volunteer physicians and all other volunteer healthcare providers providing services in connection with the Championships with limits not less than $1,000,000 each occurrence and $3,000,000 in the aggregate.

General Liability and Umbrella/Excess Liability insurance requirements shown above can be satisfied through the insurance provided by USATF as part of sanctioning. All such insurance required above shall be (1) considered primary with respect to claims arising out of the Championships; and (2) shall be written by insurance companies that are satisfactory to USATF and that are licensed to do business in the state in which the Championships takes place. LOC shall not allow any of the required policies to be materially changed, reduced or cancelled unless LOC provides thirty (30) days prior written notice thereof to USATF.

Upon execution of this Agreement and at each renewal of the required policies during the Term of the Agreement, LOC shall provide USATF with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

14.0 FINAL REPORT. LOC shall provide to USATF a final financial accounting and post event report for future planning and educational purposes within ninety (90) days following the Championships. Said report shall include an economic impact study for the duration of the Championships as well as a demographic study of the attendees of the Championships, along with data relating to advertising activities and sponsorship sales. LOC shall also provide attendee data (email addresses) to USATF for USATF’s use in future marketing efforts, if collected. 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 Section 16.0. 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. Along with the final LOC accounting, the LOC shall furnish USATF with 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.

15.0 INDEMNIFICATION.

15.1 LOC at its expense, shall defend, indemnify and hold USATF, USOC and the IAAF, their subsidiaries, if any, and their respective officers, governors, directors, employees, members, staff, sponsors, volunteers, agents and assigns (sometimes referred to individually as an “USATF Indemnified Party”) harmless from any and all third party claims, causes of action, claims, demands, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees and disbursements, 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 (“Claims”) 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 an USATF Indemnified Party, but excluding all consequential losses and losses of profit except to the extent caused by the gross negligence or willful misconduct of an LOC Indemnified Party. In addition, LOC shall also indemnify the respective USATF Indemnified Party for LOC’s: (i) use of USATF Marks, IAAF or USOC intellectual property in any manner not authorized by the respective USATF Indemnified Party; (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 the respective USATF Indemnified Party. LOC shall pay all costs, including reasonable attorneys’ fees and damages finally awarded against any USATF Indemnified Party directly attributable to any such claim. USATF shall have the right, but not the obligation, to participate in the defense of the claim.

15.2 USATF, at its expense, shall defend, indemnify and hold LOC and its respective officers, governors, directors, employees, members, staff, sponsors, volunteers, agents and assigns (sometimes referred to individually as an “LOC Indemnified Party”) harmless from any and all third party claims, causes of action, claims, demands damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees and disbursements, but excluding all consequential losses and losses of profit, or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which USATF is directly responsible arising out of or related to this Agreement (“Claims”) 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 an LOC Indemnified Party. USATF shall pay all costs, including reasonable attorneys’ fees and damages finally awarded against any LOC Indemnified Party directly attributable to any 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 stated in Section 3.0 above.
15.3 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 Marks, the USOC identifications, or any other Olympic Marks in the United States, USATF and/or the USOC, as applicable, shall have the right to control the defense of such claim without forfeiting its right to indemnification.

16.0 DISPUTE RESOLUTION. All disputes under this Agreement shall be resolved by arbitration by a single person mutually 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 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.

17.0 TERMINATION. In the event that LOC fails to perform its obligations under this Agreement in a timely manner, including the timely 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 and 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 under Section 18 below. Upon the expiration or termination of this Agreement for any reason, LOC shall cease all use of USATF Marks and the USOC Identifications 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 Marks and USOC Identifications, and (b) destroy or deliver to USATF all advertising and other materials bearing USATF Marks and the USOC Identifications 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.
18.0 **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 (including earthquakes), acts of terrorism, 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.

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

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

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

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 USATF expressly disclaims any representation or warranty that the Championships will take place or be conducted as currently planned. The parties agree that this Agreement is independent of the Championships and shall not be affected by the cancellation, modification and rescheduling of the Championships or any other actions or inactions affecting said Championships.
19.8 USATF has received (a) all necessary approvals from the USOC for granting of the Championships to LOC, execution of this Agreement, and consummation of the transactions, provided for in this Agreement, and (b) the necessary license from the USOC to allow USATF to enter into this Agreement and, to the best of USATF’s knowledge, there is nothing in such license or any other USATF, or USOC document, that is in conflict with this Agreement or the transactions contemplated herein.

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

20.1 It will comply with 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.

20.2 It is a corporation duly organized and validly existing under and by virtue of the laws of the state where its headquarters is located.

20.3 It is not now, and will not be so long as this Agreement remains in effect, (a) insolvent, (b) in bankruptcy proceedings or in receivership or (c) 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.

20.4 The execution and performance of this Agreement have been duly authorized and approved by the appropriate officers, board or other officials of LOC and 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.

20.5 It has the requisite ability and resources to perform its obligations stated herein in addition to any other reasonable requirements proposed by USATF hereunder.

20.6 It has the requisite commitments, financial and otherwise, from third parties, if any, to conduct the Championships as contemplated in this Agreement.

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

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

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

21.1 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Indiana (excluding its conflicts of law rules), and the Federal Trade Mark Act
of 1946 as amended, and the Ted Stevens Olympic & Amateur Sports Act of 1998 regardless of
its place of execution or performance, and the language of all parts of this Agreement shall in all
cases be construed as a whole according to its fair meaning and not strictly for or against any of
the parties.

21.2 The section headings and captions are supplied for convenience of reference only and
shall be given 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 and all other genders.

21.3 In the event of a conflict between the terms of this Attachment E and the terms of the
Request for Proposal, the terms of the Request for Proposal shall control and be final and
binding on all parties.

21.4 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.

21.5 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.

21.6 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 by a court
of competent jurisdiction 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.

21.7 Except as provided above in this Agreement, as defined in Section 1.0(a) above
(specifically including all appendices attached hereto and thus incorporated herein), is the entire
agreement between LOC and USATF with respect to the Championships and supersedes all
other agreements and understandings, both written and oral, with respect to the subject matter
hereof.

21.8 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.

21.9 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.

21.10 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.

21.11 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.

21.12 The Agreement may be executed in one or more counterparts, and transmitted electronically or via facsimile, 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.

21.13 LOC acknowledges that USATF Marks and USOC Identifications 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 and/or the USOC in the event of the LOC’s unauthorized use or misappropriation of USATF Marks and USOC Identifications, and therefore agrees that, notwithstanding any other sections in this Agreement, USATF and/or the USOC may seek from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If USATF and/or the USOC 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 Marks and/or USOC Identifications, LOC agrees that it shall not allege in any such proceeding that USATF’s or the USOC’s remedy at law is adequate. If USATF and/or the USOC 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, and the courts of the state of Colorado, and the courts of the United States of America located in Colorado, with respect to any equitable relief that is sought under this Agreement by the USOC.

22.0 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, electronic mail, 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: Renee Washington  
Chief Operating Officer  
USA Track & Field, Inc.  
130 East Washington Street, Suite 800  
Indianapolis, Indiana 46204  
Phone: (317) 261-0500  
Fax: (317) 261-0514

with copy to: USA Track & Field, Inc.  
ATTN: General Counsel  
130 East Washington Street, Suite 800  
Indianapolis, Indiana 46204  
Phone: (317) 713-4683  
Fax: (317) 261-0514

LOC:

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.

23.0 USE OF 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 Marks now or hereafter owned by USATF singly or in any combination.

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

23.2 LOC shall only 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 created by a USATF preferred vendor (as approved by USATF) and of a high standard, appearance and quality and suited to the protection and enhancement of the USATF Designated Marks in general 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.

23.3 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 Marks referred to above.

23.4 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 Marks,

24.0 CONFIDENTIALITY. LOC will treat any and all information gained through the performance of its obligations hereunder 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.

25.0 ASSIGNMENT. LOC shall not assign or delegate any of its rights, duties or responsibilities hereunder to any other entity without the prior written express approval 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.

Attachment S: SAFESPORT REQUIREMENTS AND POLICY

USA Track & Field, Inc (“USATF”). is committed to improving the safety of athletes as well as their physical, emotional and social development and to ensuring that athletes can participate in sport in an environment free of misconduct.

To this end, USTAF requires its contractors to refrain from all forms of misconduct, which include without limitation:

- All forms of sexual misconduct, including child sexual abuse
- Emotional misconduct
- Physical misconduct
- Bullying
- Harassment
- Hazing

It is a violation of the USATF’s SafeSport policy to engage in any form of misconduct, and is also a violation of the SafeSport policy if contractor knows of misconduct, but takes no action to intervene. Contractor is required to report violations of USATF’s SafeSport policy and suspicions or allegations of child physical or sexual abuse.

USATF’s SafeSport Policy is in accordance with the United States Olympic Committee’s SafeSport Policy. For additional information regarding contractor’s obligations and reporting requirements under USATF’s SafeSport policy, please visit http://www.usatf.org/About/SafeSport.aspx and www.safesport.org.