USA MASTERS OUTDOOR TRACK & FIELD CHAMPIONSHIPS
BID APPLICATION

Please forward one (1) copy of the completed application with supporting materials to the following:

- Gary Snyder, Masters T&F Committee Chair, 239 Commonwealth Ave, Boston, MA 02116, lyonssnyder@att.net
- Mike Travers, Masters T&F Committee - Championships Chair, 3 Howe Street, Watertown, MA 02472, michael@vanguard-realty.com
- Director of Events, USATF, 132 E. Washington, Suite 800, Indianapolis, IN 46204,

A $5,000 bid deposit check (see Part VII-A-1) must accompany the bid application sent to the USATF Director of Events at the address above.

Prior to forwarding your bid application ("Bid Application"), please make sure that you have:

(1) included all requested information and attachments,
(2) obtained all necessary signatures,
(3) consulted with the local USATF Association and obtained its acknowledgement as required (see page 18), and
(4) read and understand the Bidder Letter of Agreement (see page 18) which is a part of this Bid Application .

For assistance in completing this Bid Application please contact Gary Snyder {617-480-6506, lyonssnyder@att.net}. **Applications are due October 31, 2012**.

Bid Award Process: The USA Masters Outdoor Track & Field Championships (the "Championships") will be awarded at the USATF Annual Meeting to be held November 28 – December 2, 2012 in Daytona Beach, FL. Site selection will be made from among those fully and properly completed Bid Applications submitted to the USATF Masters Committee. Finalists will be recommended by the Masters Track and Field site evaluation committee, and will be awarded by a majority vote of the Masters Track & Field delegates present at the session of the Annual Meeting at which the vote is taken. Upon award of the Championships, the successful Bidder will receive a Bid Award Letter. If the successful Bidder is unable to satisfy the conditions in the bid application and Bid Award letter or fails to pay the contract deposit ("Bid Deposit") in a timely manner then USATF reserves the right to withdraw the award of the Championships. 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 of any subsequent site-evaluation visits. Failure of Bidder to successfully complete the site and compliance reviews may result removal of Championships from the successful Bidder (also known as the "Local Organizing Committee" or "LOC").

Part I – Principal Contacts — PLEASE PRINT LEGIBLY OR TYPE

Bid Submission Date:	Event Site:
Event Organizer/Bidder:	
Contact Name:	Tel. (W):
Address:	Fax:
	Cell:
Website Address:	E-mail:
Event Director (If different from above):	
Name:	Tel. (H):
Address:	Tel. (W):
	Fax:
E-mail:	Cell:
Facility Director (If different from above):	
Name:	Tel. (H):
Address:	Tel. (W):
	Fax:
E-mail:	Cell:

Part II – Year and National Championship Event Sought

Year	Events:
2015	USA Masters Outdoor Track & Field Championship

Part III – Event Details

1) Event Site (Facility Name & Location):

2) Event Title shall be: **2015 USA Masters Outdoor Track & Field Championships**.

3) Proposed event dates: Alternate dates:

4) Weather conditions [for this time of year]:
   Average temperature during competition dates:
   Average humidity:
   Average wind:

Bidder to Provide the Following (attach additional sheets if necessary)**:**

1) A history of previous Association, Regional, National, or other Championships held at the proposed facility.

Championship	Date

2) An entry form for a previous Track & Field event conducted by Bidder (if any).
3) A diagram of the track and surrounding facilities, showing layout, in accordance with USATF Competition Rule 62. Indicate location of athlete check-in, all field event areas (throwing and jumping), aid and medical stations, finish line, implement inspection, toilet facilities, and media facilities (if applicable). (See Part XII for additional facility and equipment requirements.)

Part IV – Games Committee

The Masters Track & Field Games Committee shall work with the successful bidder to conduct a successful Championship. The Games Committee is responsible for approving the schedule of events, overseeing the conduct of the Championships, and working with the successful bidder in the conduct of the Championships. The Games Committee is comprised of six (6) individuals.

A. USATF Requirements:

1) *Pre-selection site visit*: Bidder shall provide transportation to and from its respective home city, the airport and the hotel, the hotel and competition facilities, as well as meals and hotel rooms, for one pre-selection site visit by two (2) representatives of the Masters Track & Field Committee -- the Championships site selection and Games Committee representatives.
2) *Post-award site visit*: Successful bidder shall provide transportation to and from its respective home city, the airport and the hotel, the hotel and competition facilities, as well as meals and hotel rooms, for one post-award site visit by two (2) representatives of the Masters Track & Field Committee -- Games Committee representatives.
3) *Ground Transportation/Housing/Meals*: Successful bidder must provide one (1) minivan, hotel rooms and meals (or per diem) for use by the Masters Track & Field Games Committee during the Championships. The hotel rooms shall be double occupancy except that the Chairperson shall be provided a suite in which meetings may be held during the championships.

Bidder's Initials_____

Part V – Association (visit www.usatf.org/associations to locate the USATF Association in your area)

1) Local USATF Association: President Name:

2) Briefly explain the role of the local Association, its officials, and/or other services in the planning and operations of the Championships. (Attach an additional sheet, if necessary.)

3) Obtain Association's signature on Acknowledgement form on page 18.

Part VI – Local Organizing Committee Details (Attach Additional Sheets with Responses)

A. USATF Requirements:

The successful Bidder agrees to adhere to any and all USATF policies, procedures, rules and/or regulations. 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, and encourages entities hosting our Championships to do the same. Accordingly, USATF encourages the use of Minority Business Enterprises ("MBE's") and the promotion of full and equal business opportunities for MBE's in bid contracting for Championships.

Bidder's Initials_____

B. Bidder to Provide the Following (attach additional sheets if necessary)**:**

1) The legal name, address, web URL address, telephone and fax numbers, and the legal form of the sponsoring organization bidding for the Championships, if different from that listed in Part I.

2) List the names and professional background information of key management personnel who will be responsible for the conduct of the Championships. Provide an organizational chart or listing of the proposed event management team.

Position	Person (and background)
Event Organizer - This individual is responsible for comprehensive Championships oversight. They are the liaisons to the USATF Staff, Masters Track & Field Committee and LOC on a day-to-day basis.	
Meet Director – 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 technical rules. Additionally this person will handle 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, etc.)	
Assistant Meet Director	
Volunteer Coordinator - This person is responsible for the recruitment of local persons to work the Championships on a volunteer basis. This includes assigning duties, scheduling training, coordinating credentialing and uniform process, and daily coordination for all Championships volunteers.	
Officials Coordinator – This individual is typically the Officials Committee 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., event assignments, housing and transportation shuttles, and on-site hospitality area).	
Housing Coordinator - This individual is responsible for contracting local hotels to secure room blocks and discounted rates for participants. Additionally, this person may work with local colleges to secure dorm rooms for athletes and officials.	
Transportation Coordinator – This person will develop plans for athlete transportation to/from the local airport as well as between the meet headquarters and track facility.	
Sponsorship/Marketing Coordinator – This person supports the LOC with respect to sponsorship procurement and local marketing efforts.	
Communications Coordinator - This person is responsible for planning and managing the communications needs, (i.e., cell phones, two-way radios, and pagers for the Championships). Coordinates the staff instruction, distribution, and equipment maintenance processes.	
Facilities Coordinator – Typically a person an employee of the host facility who will have access to all necessary venues (i.e., track, meeting rooms, equipment, etc.) and has direct communications with key personnel from the host facility.	
Medical Coordinator - This individual is responsible for recruiting and organizing the medical staff required for the Championships (i.e., doctors, trainers, EMT Services, etc.) He or she also orders all supplies and equipment that will be needed.	
Doping Control Liaison - This individual works with USATF and the U.S. Anti-Doping Agency (USADA), to ensure that all volunteer drug testing chaperones and testing area are organized and secured under the prescribed protocol. He or she is available to assist doping control staff for the duration of the Championships.	

3) Detailed information concerning the host organization's experience in staging major athletic competitions or other events. Please specify the event name(s), date(s), budget, number of competitors/participants and attendance figures.

Event Name	***Date***	***Budget***	***# Competitors***	***Attendance***
		$		
		$		
		$		
		$		
		$		

4) Name and title of individual with legal authority to execute a contract on behalf of Bidder.

Name	***Title***

5) Tax identification number of Bidder. _____

6) Attach the following:
- State Certificate of Good Standing
- Organization's Board of Director's resolution authorizing Bidder to pursue hosting the Championships.

Part VII – Business Issues (Attach Additional Sheets with Responses)

A. USATF Requirements:

1) *Bid Deposit*: Bidder is required to pay a Five Thousand Dollar ($5,000) Bid Deposit, refundable in whole or part, pursuant to the terms of the Championships Agreement and may be applied by USATF to remedy Bidder's unfulfilled obligations with respect to the conduct of the Championships. The Bid Deposit will be returned to unsuccessful bidders following the championship selection decision.
2) *Rights Fee*: The successful Bidder will be required to pay an additional non-refundable rights fee in the amount of Three Thousand Dollars ($3.000).
3) *Formal Agreement: The* successful bidder will be required to execute a formal Championships agreement.
4) *Financial Responsibility*: The successful bidder must demonstrate its financial responsibility to pay all of the expenses and show evidence of financial fitness to conduct the Championships.
5) *Financial Report:* Within sixty (60) days of the conclusion of the Championships, the successful Bidder will be required to prepare a complete financial accounting of the Championships and submit it to USATF's Chief Financial Officer. (See Addendum A for budget template that must be used for submitting the Financial Report)
6) *Masters Track & Field Committee Surcharge:* The successful Bidders will be required to add Twenty Five Dollars ($25) to each entry fee as a surcharge, and remit said surcharge amounts collected to USATF for the support of Masters Track and Field programs.
7) *Sponsorships*: Successful bidder may only contract with sponsors, suppliers, or vendors approved by USATF. This approval must be obtained in writing. No sponsor, supplier, or vendor may associate itself with the Championships, the Championships name, or the Championships logo, if any, without the express written approval of USATF. See Addendum C for a current list of USATF sponsors, suppliers, and Partners.
8) *Promotion & Advertising*: The successful bidder will be required to promote and advertise the Championships in a first class manner employing all customary means (print, radio, television, website, etc.). All proposed advertising copy, designs, photos, drawings, and logos must be approved in advance by USATF's Marketing Department, prior to publication. It is suggested the successful Bidder purchase a full page advertisement in *National Masters News (NMN), NMN* can be reached at P.O. Box 1117, Orangevale, CA 95662, telephone (916) 989-6667, e-mail nminfo@nationalmastersnews.com.
9) *Internet/web Rights*: USATF owns all Internet/web rights to Championships. USATF's web site shall serve as the official source of/portal for all Championships information (entry information and forms, eligibility, schedule of events, athlete information, travel, results, etc.). The USATF web site shall be the "sole" source of results information. LOC may provide a link from its web site to Championship's official information on the USATF web site. USATF will provide a link back to LOC web site with respect to certain relevant other information and event-related communication.
10) *Broadcast Rights*: USATF owns all broadcast rights (television, radio, internet, etc.) to the Championships. USATF may, in its sole discretion, enter into a limited licensing agreement with the successful bidder with respect to certain broadcast rights. Successful bidder shall make best efforts to prevent any webcast or other such video distribution conducted by spectators, participants, working media, or any other third party unless such activity is approved by USATF.
11) *Entries*: All entries into the Championships, whether submitted electronically or on paper entry forms, shall be processed via the USATF web-based Event Entry System. A transaction fee of 3% of the total entry fee shall be retained by USATF for each online entry to cover credit card processing costs, security service charges, and other administrative expenses. USATF shall forward all entry fees net revenue to LOC. The LOC may develop a paper entry form for use by athletes to enter the championships. The entry form shall be submitted to the USATF Director of Grass Roots Programs for approval prior to being distributed to athletes. Entries submitted via the paper entry form are not assessed the 3% transaction fee.
12) *Merchandise Sales:* Revenue from the creation and sale of Championship merchandise bearing USATF Marks, must be approved in advance by USATF's Marketing Department, and must be negotiated with USATF. USATF reserves the right to conduct its own merchandising sales at the event.
13) *Awards:* The successful bidder is responsible for providing (ordering and paying for) all awards. See Part VIII-11 for more information.
14) *Non-Merchandise/ Concession Sales:* Revenue from non-merchandise concession sales will be retained by the successful Bidder.
15) *Exposition area*: Successful bidder may create an exposition area provided that USATF and USATF sponsors and suppliers are given free space in prime locations. Bidder will retain revenue from exposition booth rental.
16) *Medals & Awards*: Successful bidder shall pay for all medals and awards to competitors as described more fully in Part XIII-A-12 below.
17) *USATF Sanction & Insurance Coverage*: Bidder shall obtain a USATF sanction for the Championships and shall have in place Comprehensive General Liability insurance with an insurance company or companies approved in writing by USATF, which shall provide liability coverage with a limit of not less than One Million Dollars ($1,000,000) per occurrence and Five Million Dollars ($5,000,000) aggregate. Bidder shall secure adequate additional insurance coverage extending to automotive, worker's compensation and Directors' and Officers' Liability. Bidder shall indemnify USATF against liability for claims or losses resulting from Bidder's uninsured acts or omissions.
18) *Parking*: See XI-A-2
19) *Admission Fees*: It is encouraged that admission to the facility is complimentary but a fee of up to $4 per day may be charged for spectators. Complimentary admission must be provided for all athletes, officials, USATF Games Committee, USATF staff, and USATF VIP.

Bidder's Initials_____

B. Bidder to Provide the Following (attach additional sheets if necessary)**:**

1) A proposed Championships budget (complete Addendum A)
2) Indicate the insurance coverage your organization will have in place for the Championships.

General Liability*	Yes	_____	Insurance Provider
	No	N/A _____	Explain
Directors' and Officers'	Yes	_____	Insurance Provider
	No	N/A _____	Explain
Automotive Liability	Yes	_____	Insurance Provider
	No	N/A _____	Explain
Workers' Compensation	Yes	_____	Insurance Provider
	No	N/A _____	Explain

* General Commercial Liability Coverage is provided with a USATF sanction

3) Details of any Championship merchandise Bidder wishes to create and sell. Include whether you will facilitate sales or have a 3rd party merchandiser contracted.

4) Details of anticipated concession sales at Championships.

5) Details of anticipated exposition area with booth sizes(s), rental costs, and site map.

6) Will spectators be charged an admission fee? Yes ☐ No ☐ If yes, fee/day $_____

Part VIII – Meet Management (Attach Additional Sheets with Responses)

A. USATF Requirements:

1) *Competition Rules*: The Competition Rules of USATF shall govern the conduct of the Championships.
2) *Championship Oversight:* The Masters Track & Field Committee Chair, or his/her designee shall be the final authority on all decisions concerning the conduct of the Championships. All Championship competition issues shall be the purview of the Masters Committee Chair.
3) *Championship Schedule:* The championship schedule will be developed by the USATF Games Committee in consultation with the successful bidder. The schedule will be posted on the event website by USATF when it is finalized.
4) *Entry Form, Fees, and Deadlines*: The official entry form shall be created in conjunction with the Masters T&F Committee and the USATF national office using the existing template (see Addendum B). The entry deadlines will be determined by the Masters T&F Committee. Competition entry fees are proposed by the Bidder and approved by the USATF Masters Track & Field Chair. (For comparative purposes the fees for recent Masters Championships have been: 2010 USA Masters Outdoor Championships, first event - $35, second event - $20, third event - $15, additional events - $10 each / Pentathlon - $35)
5) *Masters Track & Field Committee Surcharge*: Bidder shall collect the mandatory Twenty Five Dollar ($25.00) surcharge from all competitors prior to the competition and forward same to USATF's Chief Financial Officer. This fee will be added to the entries collected via the online entry system and retained by USATF.
6) *Meet Program*: Bidder shall provide a draft of the proposed Championships program to the Masters Track & Field Games Committee and the USATF Grass Roots Department for approval, at least thirty (30) days prior to the event.
7) *Championship Logo*: USATF in conjunction with help from the successful bidder will create the Championship logo,
8) *Competition Bib Numbers*: USATF will provide and pay for the competition bib numbers.
9) *Age Division Bib Numbers*: USATF will provide and pay for the competition bib numbers.
10) *Hip Numbers:* Bidder is responsible for ordering sufficient quantities of hip numbers to conduct the championships. The Games Committee will provide assistance with the appropriate quantities to order.
11) *Awards*: The top three (3) finishers (individual and relay) shall receive USATF National Championships medals in each event, in each five-year age division (30-34, 35-39, 40-44, 45-49, 50-54, etc.), which shall be provided by successful Bidder. Ribbons for fourth through sixth places are at the discretion of the Bidder. USATF National Championships patches shall also be provided by successful Bidder to each first place winner, although the Bidder may limit patches to one per athlete (Competition Rule 5, "Awards"). Only official USATF suppliers of USATF awards may produce awards. Please contact the USATF Director of Grass Roots Program at (317) 261-0500 to obtain list of USATF official supplier(s).
12) *USATF Sanction*: Bidder shall obtain a USATF sanction for the Championships.
13) *LOC Preparation/Observe Prior Year's Championships*: Bidder must send representatives of its Championships management team, as observers, to the prior year's Master Track & Field Championships.
14) *Records*: The Masters Track & Field Games Committee is responsible for the identification, processing, and forwarding of all American and world records set at the national meet to the USATF Masters records coordinator. Current American and world records are published on the USATF web site on a regular basis. Record forms will be provided each winning bidder, who should name a qualified "Recorder of Records" pursuant to USATF Competition Rules 262 and 320.8.
15) *Announcers*: The successful bidder will provide three persons to carry out the in-stadium announcing functions:
    - the *track announcer*, who will be stationed at the track;
    - *the field event announcer*, who will cover the throwing events and, as much as possible, the horizontal and vertical jumps;
    - an *announcer's assistant*. The position of announcer's assistant can be filled by multiple persons, and there needs to be only one announcer's assistant at a time. This person will assist the track and field event announcers as needed (e.g., obtaining results of ongoing or earlier events, spotting by use of binoculars, reminding the announcer about meetings of the athletes, schedule for travel back to the dormitory or hotel, food or T-shirts on sale at the venue).

    The selection of the track and field event announcers are subject to the approval of USATF Games Committee, which will also render assistance to the successful bidder in identifying such announcers, as needed. The track and field event announcers will receive 100% of his/her reasonable expenses, to include travel, meals, and lodging. The costs for the two announcers will be evenly split between the successful bidder and USATF. The successful bidder shall provide the individuals to serve as the announcer's assistant.
16) *Timing and Scoring Vendor*: The successful bidder is required to select a timing/scoring vendor that is able to meet the equipment and personnel requirements in Addendum E The selected vendor must be approved by USATF no later than 60 days from the first day of competition.

Bidder's Initials_____

B. Bidder to Attach the Following:

1) Do you plan to have a championship program available? Yes ○ No ○

   If yes, what do you estimate the price (if any) to be for athletes? $_____

2) Provide information below on the proposed Timing/Scoring vendor.

   Vendor Name_____

   Principle Owners_____

   Events Serviced (last 24 months)_____
   List the 4-5 largest events

Part IX – Facilities and Equipment (Attach Additional Sheets with Responses)

A. USATF Requirements:

Except as noted below, the successful Bidder must provide all necessary facilities and equipment to host a first class track and field competition. Such facilities and equipment include:

Track & Field Facilities

1) A 400m, eight-lane, synthetic, track and field facility that meets IAAF requirements and complies with USATF Competition Rules 62 and 64.
2) Separated and secure clerking area with tables in permanent building or tents (see paragraph 20 below).
3) Adequate separation for perimeter of field event venues and the start and finish lines to provide the safest environment.
4) Adequate bathrooms must be available throughout track and field facilities. Port-a-potties should supplement bathroom facilities, as **appropriate.**
5) Separated secure area for award presentations.
6) Press facilities that include internet access (wireless access is preferred).

Track & Field Equipment

7) Score board for simultaneous track results display is preferred but not required.
8) Sign board indicators for each field event.
9) One (1) set of five (5) adjustable steeplechase barriers and a working steeplechase pit.
10) One (1) set of eight (8) quality, starting blocks,
11) Two (2) high jump pits at the track and field facility.
12) Two (2) long jump pits.
13) One (1) pole vault pit.
14) Meet implements for each age category: two (2) discus, two (2) javelins, two (2) shot puts, and two (2) hammers. USATF will provide the implements. The successful Bidder will be responsible for covering cost of shipping implements (to/from host city).
15) Hurdles with counter balance sufficient for eight (8) competitors. (Must include 27 inch hurdles.) If the successful bidder does have 27 inch hurdles then USATF will provide them. The successful Bidder will be responsible for covering cost of shipping the hurdles (to/from host city).
16) The finish line recording timing/system, which satisfies Rule 38, shall be fully automatic. An independent timing system, which meets the same specifications as the primary system, must be used as a backup system. The two systems shall be independent of each other. USATF will select and pay the timing company that will be used for the Championships.
17) High speed printer for heat sheets and results.
18) Air blowers and squeegees, in case of rain.
19) Four (4) wind gauges.

Event Management Support Requirements

20) Room/Shelter/Tent Requirements:

Room/Shelter/ Tent Dimension	Use/Location	# Tables (6')	# Chairs
	Athlete Warm-Up area	2	10
20'x40'	Clerking, Running Event Holding	10	40
20'x30'	Medical (near finish line)	0	4
10'x10'	Announcer (at 50 meter mark on infield)	1	3
20'x30'	Timing Crew, Masters TF Games, USATF Press (near finish line)	10	20
10'x20'	Awards Presentation	2	2
10'x20'	Each field event area (Long/Triple Jump, High Jump, Pole Vault, Shot Put, Discus, Hammer, etc.)	2 each area	15 each area
30'x40'	Packet Pickup area	10	10
20'x30'	Implement Inspection / Equipment Storage (must be a secured/locked room in a building)	3	4
30'x30'	Doping Control Station (DCS) - The designated DCS may not be used as a public facility, office, public locker room, or shared with any other event operation area. A detailed DCS Handbook will be provided to the successful Bidder. Must have direct access to bathroom facilities that are solely used for the DCS.	10	20

21) One (1) high speed copy machine (with toner, paper and other supplies).
22) Portable addresses systems for Clerking area.
23) Three (3) Golf carts or gators for mobility around track and field facility.
24) A minimum of fifteen (15) walkie-talkies for Masters Track & Field Games Committee use during the duration of the competition.
25) Provide National Masters News (NMN) and USATF media with results at the close of each day of competition. (USATF and NMN are permitted to obtain and use any photos taken of the championships for pre-Championships and post-Championships publicity in official USATF media.)

Bidder's Initials_____

B. Bidder to Provide the Following (attach additional sheets if necessary)**:**

1) A written letter from the facilities' highest ranking official (President, CEO, Chancellor, etc.) indicating that it will make the facility available for the championships and necessary setup and breakdown days. The letter shall detail the preliminary estimated fees associated with the use of the facility.
2) A diagram of the event venue that includes proposed locations of athlete packet pickup, clerking/check-in, awards area, press area.
3) A list of facilities and equipment from Part IX-A that Bidder currently has at its disposal.
4) A list of facilities and equipment from Part IX-A that Bidder does not currently have access to and indicate plans for securing these items.

Part X – Housing and Meals (Attach Additional Sheets with Responses)

A. USATF Requirements:

1) Successful bidder must ensure that adequate hotel rooms or other appropriate housing are available to accommodate the expected athletes, coaches, officials, and family members who will attend the Championships.
2) Successful bidder must be able to secure a headquarters hotel(s) that will reserve an adequate room block for participants and spectators, up to seven (7) days prior to Championships and two (2) days after the completion of the Championships.
3) Successful bidder shall provide free double occupancy housing for the Masters Games Committee, except that the room for Masters Track & Field Chair shall be a suite.
4) Successful bidder must ensure that adequate eating establishments or food service arrangements will be available for participants and spectators at the Championships.
5) Successful bidder shall coordinate an athlete dinner/USATF awards ceremony on the Saturday evening of the championships. A fee may be charged to the athletes to attend. A public addresses system must be provided for use by USATF for the awards ceremony. Entertainment must be provided. A cash bar shall be available.

Bidder's Initials_____

B. Bidder to Provide the Following (attach additional sheets if necessary)**:**

1) Using Addendum D, list the names of hotels or other properties that will participate in your proposed Championships housing plan, the number of rooms available for participants at the particular hotels and/or properties, proposed rates (with or without meals) for singles, doubles, triples, suites, etc. Indicate distances from track and field facility.
2) Will local college/university housing be available for the athletes? ☐ Yes ☐ No

   If yes, using Addendum D, please provide information about room availability, location of dorms in relation to the track and field facility, costs per room (with or without meals), type of room, number of persons per room, and whether climate control systems are available in each room (i.e. air-conditioning, heat, etc.) If bathrooms are shared, indicate how they are shared. (Note: On-campus housing should be a secondary housing resource. However, such housing is adequate for some athletes, officials and others, may desire these accommodations.)
3) Will local college/university dining facilities be available for the athletes?

   ☐ Yes Cost _____

   ☐ No
4) Using Addendum D, list eating establishments within easy walking and driving distances of all proposed housing properties submitted. Specify restaurant dining hours.

Part XI – Travel, Transportation, and Parking (Attach Additional Sheets with Responses)

A. USATF Requirements:

1) Bidder must ensure that the host city has adequate transportation facilities and capabilities for those managing, participating in, or spectating at the Championships.
2) Bidder must provide adequate parking arrangements at the competition site for the athletes, the Masters Track & Field Committee, USATF staff, and any VIPs designated by USATF. It is encouraged that parking is complimentary but a fee of up to $4 per day may be charged. Complimentary parking must be provided for all officials, the USATF Games Committee, USATF staff, and USATF VIP.

Bidder's Initials_____

B. Bidder to Provide the Following (attach additional sheets if necessary)**:**

1) Indicate all airlines servicing the local airport(s).

   Airport(s) _____

   Air Tran ☐ American ☐ Continental ☐ Delta ☐ Frontier ☐

   Midwest ☐ Southwest ☐ United ☐ U.S Airways ☐ Other _____

2) Explain how athletes will travel between the following:

   from the airport to the meet headquarters: ☐ via existing public transportation ☐ shuttles provided by LOC ☐ not available

   from the meet hotel to the track & field facility: ☐ via existing public transportation ☐ shuttles provided by LOC ☐ not available

3) Describe parking arrangements at competition site, including:

   a. Parking plans for Officials, USATF Games Committee, USATF VIP and USATF staff

   b. Parking Fee (if any for athletes, spectators, etc.) $_____per day

4) Will athletes and spectators be charged a parking fee? Yes If yes, fee/day $_____ No ☐

Part XII – Promotion, Advertising, and Publications (Attach Additional Sheets with Responses)

A. USATF Requirements:

The successful Bidder will be required to promote and advertise the Championships in a first class manner employing all customary means (print, radio, television, website, etc.). All proposed advertising copy, designs, photos, drawings and logos must be approved in advance by USATF's Marketing Department. LOC shall give USATF sponsors the first right and opportunity to provide and be associated with and/or included in all USA Championships advertising efforts. USATF requires a minimum of five (5) business days to review and approve all marketing, advertising and promotional materials. All existing or planned promotional, advertising, and ticket sales plans or programs must be detailed.

Bidder's Initials_____

B. Bidder to Provide the Following (attach additional sheets if necessary)**:**

1) Describe plan for creating awareness of and promoting the Championships via:
   a) print advertising (see Part VII-A-8);
   b) publications;
   c) electronic or digital media (radio, television); and
   d) internet.

Part XIII – Competition Officials (Attach Additional Sheets with Responses)

A. USATF Requirements:

1) Successful bidder must utilize USATF certified officials to officiate the Championships.
2) The following officials are necessary for the conduct of the championships:
   - Masters Track & Field Committee Chair
   - Masters Track & Field Games Committee
   - Jury of Appeals
   - Track Referees (selected by USATF)
   - Field Referees (selected by USATF)
   - Combined Event Referees (selected by USATF)
   - Race Walk Referee (selected by USATF)
   - Umpire Crew
   - Protest Crew (selected by USATF)
   - Heating/Seeding Crew (selected by USATF)
   - Clerks
   - Results
   - Timing Crew
   - Finish Line Coordinator
   - Photo Finish Coordinator
   - Records
   - Starter Coordinator
   - Full complement of running and field event officials and marshals, as appropriate, and as required by USATF
3) Successful bidder must establish an officials and event staff hospitality area near the track where meals, fluids, and fruit are available throughout the competition.
4) Successful bidder is encouraged to provide accommodations and transportation for officials from outside the geographic area of the local Association.

Bidder's Initials_____

B. Bidder to Provide the Following:

1) Will officials from outside the Association be invited? ☐ Yes ☐ No
2) Will the event provide (complimentary) any of the following for the certified officials?

Transportation	☐ Yes	☐ No	
Food	☐ Yes	☐ No	
Lodging	☐ Yes	☐ No	# of nights/official_____
Meals at Event Site	☐ Yes	☐ No	

3) Indicate plans for delivery of fluids and meals to officials working at the Championships.

4) Indicate plans for delivery of water and electrolytes to officials on the track and in field event areas during the competition. Ice chests and ice must be provided at the check-in and clerking areas.

Part XIV – Volunteers (Attach Additional Sheets with Responses)

A. USATF Requirements:

1) Volunteers are an essential part of conducting a successful Championships event. Bidder must plan for the recruitment of a sufficient number of volunteers to ensure the success of the Championships.
2) A minimum of five (5) volunteers each day will be needed to assist with Doping Control efforts.
3) Successful bidder must provide volunteers with amenities such as t-shirts, toilet facilities, beverages and/or light snack, and transportation, as appropriate.
4) The successful Bidder shall be aware of and act in accordance with USATF's Volunteer Handbook, which can be found at: http://www.usatf.org/groups/Volunteers/Volunteer%201.26.12.pdf

Bidder's Initials_____

B. Bidder to Provide the Following (attach additional sheets if necessary)**::**

1) Plan for recruitment of volunteers.

2) Plan for provision of amenities to volunteers.

Part XV – Safety and Security (Attach Additional Sheets with Responses)

A. USATF Requirements:

1) Successful Bidder must ensure the safety of all athletes, officials, and spectators at the Championships.
2) The successful Bidder shall have a emergency risk management plan in place to ensure the safety of athletes, spectators, competition officials, and all other persons, in the event of inclement weather or an emergency. This plan shall be coordinated with local, state, and federal law enforcement and emergency service officials.
3) Successful Bidder must provide safety cages, wings, and fencing or flagging of sectors at field event areas.
4) Successful Bidder must provide adequate fluids for spectator purchase.
5) Successful Bidder must arrange for the appropriate number of uniformed security personnel to be available along the track and field facility and at the start and finish lines for the Championships.
6) Vehicles must be provided to transport injured or incapacitated individuals to the on-site medical area.

Bidder's Initials_____

B. Bidder to Provide the Following (attach additional sheets if necessary)**:**

1) A description of the risk management plans including security, inclement weather, and evacuation plans to ensure the safety of athletes, officials, and spectators during the Championships.

2) Indicate whether local police or private security personnel will be present during the Championships, and provide details.

Part XVI – Medical (Attach Additional Sheets with Responses)

A. USATF Requirements:

1) The successful Bidder shall ensure that adequate medical services are available for the duration of the Championships, including a minimum of one (1) physician, two (2) Emergency Medical Technicians (EMT), and four (4) athletic trainers on site during competition hours. All medical personnel shall be clearly identifiable with "medical" shirts. One (1) fully equipped ambulance must be on-site or on call (and able to be on-site within 5 minutes). If the temperature is above 85 degrees Fahrenheit the ambulance shall be on-site. The medical personnel should be on-site during all competition hours, as well as when the track facility is open for warm-ups/practice.
2) A clearly marked Medical area (tent) must be setup and accessible to all athletes and spectators. This tent shall include, at a minimum, 3 cots/treatment tables, ice, bags for the ice, and wrap. A minimum of one defibrillator should be on-site at all times.
3) Medical coverage must be in place within 100m of all field event areas.
4) Vehicles for transporting injured athletes to the medical tent must be on-site and available for use.
5) Water and other hydration fluids must be made available at the medical tent, finish line area, all field events, and the clerking/hipping tent. Dedicated volunteers should be stationed at the finish line area to fill cups with water and distribute them to athlete as the cross the finish line
6) The adequacy of medical services must be approved by the Masters Track & Field Games Committee and USATF.
7) The successful Bidder should be aware of and utilize the USATF Emergency Response Plan (which can be reviewed at: http://www.usatf.org/About/Privacy---Other-Policies/Emergency-Response-Plan.aspx), if necessary.

Bidder's Initials_____

B. Bidder to Provide the Following (attach additional sheets if necessary):

1) Successful bidder's plans for ensuring adequate medical services for athletes and spectators.

a) Name and credentials of physicians.

Name	*Credentials*

b) Name and contact information for EMT service that will be on-site

Name	*Contact*

c) Name and credentials of athletic trainers, as well as athletic competition experience.

Name	*Credentials*

d) Provide the name of the nearest hospital to the competition site.

_____ Distance from track _____

Part XVII – Legal Provisions

A. USATF Requirements:

1) 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 of any subsequent site-evaluation visits. Failure of Bidder to successfully complete the site and compliance reviews may result in forfeiture of the Bid Deposit and/or removal of Championships from the successful Bidder, or both.

2) In addition to this Bid Application, the Letter of Agreement, and any and all Addendums incorporated therein, and only if requested by USATF, the successful Bidder may execute an additional contract, which shall clarify the terms of the Letter of Agreement with respect to the Championships ("Bid Championships Contract").

3) The successful Bidder must satisfy the pre-conditions stated in the Bid (including any and all Addendums attached hereto). If the successful Bidder fails to meet these obligations, then USATF reserves the right to withdraw the award of the Championships and re-award them to another Bidder, pursuant to the procedures outlined in USATF Regulation 18-F-10 or assess a penalty of up to Two Thousand Dollars ($2,000) per infraction.

4) When awarded the opportunity to host the Championships, the successful Bidder will have sixty (60) days following the date the Championships are awarded (as noted in the Letter of Agreement herein) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the Letter of Agreement, including the Bid Application and any and all attached Addendums, 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 Championships or it will be deemed to have agreed to all of the terms and conditions of the attached Letter of Agreement, including but not limited to the Bid Application and Addendums incorporated therein.

Bidder's Initials_____

B. Bidder to Provide the Following:

1) Name and title of individual with legal authority to execute a contract on behalf of Bidder.

2) Tax identification number of Bidder.

3) State Certificate of Good Standing, State Certificate of Authority or Board of Director's resolution authorizing Bidder to pursue hosting the Championships.

Part XVII – Additional Information

Please provide any additional information that you believe will assist USATF in deciding whether to award a National Championships event to your organization. (Attach additional sheets if necessary.)

BIDDER LETTER of AGREEMENT

This bidder letter of agreement ("Letter of Agreement") is entered into as of the _____day of _____, 2012, by _____, on behalf of _____ ("Bidder"), the entity seeking an award from USA Track & Field, Inc. to host the 2015 USA Masters Outdoor Track & Field Championships (the "Championships").

Bidder hereby represents and warrants that it has thoroughly read and reviewed the foregoing Bid Application and the "National Championships Bidding" information on the USATF website, and all applicable USATF policies and procedures. Bidder understands the requirements for hosting the Championships 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 Championships, Bidder understands and agrees that it must comply with each and every requirement stated in this Bid Application (including any and all Addendums attached hereto, and as modified only by mutual agreement), and the Bid Championships Contract, 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 of the Championships 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.

Bidder acknowledges and agrees that USATF and the successful Bidder shall enter into an agreement containing substantially the same rights and obligations as contained in the Bid Application herein, including but not limited to all of the attached and incorporated Addendums, **no later than ninety (90) days after the award of the Championships**, Upon notification of the award of the Championships, the parties will have forty-five (45) days to submit any requested modifications it may have to the requirements contained within this Bid Application. Thereafter, the parties shall have forty-five (45) days to negotiate in good faith any modifications requested by the successful Bidder. In the event an agreement is not executed within ninety (90) days following the date the Championships 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 Championships to the successful Bidder. At that time, USATF may award the Championships to the Bidder with the next greatest number of votes.

The Bid Application and Addendums A, B, C, D, E, F, and G attached to this Letter 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 bidder statement and letter of agreement as of the date and year first written above.

EVENT ORGANIZER/BIDDER

_____

Print Name:

Title:

Entity Represented:

Date:

USATF ASSOCIATION ACKNOWLEDGEMENT

I, on behalf of the _____ Association of USA Track & Field, Inc. ("Association") hereby acknowledge that the Association has been consulted by _____(Event Organizer/Bidder) regarding the role it shall play if Event Organizer is awarded the 2015 USA Track & Field Masters Outdoor Track & Field Championships and that the Association and the Bidder have reached an agreement regarding the Association's role with respect to that event.

Date: _____

_____

Name:

Title:

Addendum "A"

Sample Budget Template

Revenue	
Entry Fees	$
Sponsorship	$
CVB Sponsorship/Housing Rebate	$
Gate Admissions	$
Concessions/Food Sales	$
Athlete Social Function – Ticket Sales	$
Hotel Rebates	$
Programs/Results Booklets	$
Expo Vendor Fees	$
Merchandise Sales	$
Other Vendors	$
Bid Deposit - Refundable	$ 5,000.00
Total Projected Revenue	**$**

Expenses			
Bid Deposit - (refundable)	$ 5,000.00	New Equipment Purchase	$
Rights Fee	$ 3,000.00	Postage & Express Mailings	$
Facility Fee	$	Travel/Meetings	$
Facility Clean-up	$	Credit Card Fees	$
Facility Repairs	$	Miscellaneous	$
Telephone, Fax & Other Technology Set-up	$	**Total Projected Expenses**	**$**
Meet Director	$		
Paid Personnel - Ticket Takers, Office Staff, etc.	$		
Timing / Hytek operations	$		
Printing - Program, Credentials, Misc	$		
Office Supplies	$		
Office Equipment (Copiers/Fax Machines/Phones)	$		
Awards (medals and patches)	$		
Competition Bib Numbers and Safety Pins	$		
Hip Numbers	$		
Communications - Motorola Walkie-Talkies	$		
Signage - Banners	$		
Travel & Housing – Masters TF Committee	$		
Meals - Officials, Volunteers	$		
Housing - Officials	$		
Officials & Volunteer Apparel	$		
Vehicle Rental	$		
Shuttle Transportation	$		
Water, Ice, Towels, & Cups	$		
Tents, Tables & Chairs	$		
Port-o-Lets	$		
Ambulance/EMT Service	$		
Athletic Trainers	$		
Security/Police	$		
Golf Carts	$		
Announcers	$		

Addendum "B"

Entry Form Template

2011 USA MASTERS OUTDOOR TRACK & FIELD CHAMPIONSHIPS

July 28-31, 2011

Baldwin Wallace College - Berea, Ohio

Name: _____

Street Address: _____

City: _____ ***State:*** _____ ***Zip:*** _____

Phone: (_____) _____ ***Email:*** _____

2011 USATF Membership _____ Required for U.S. citizens

USATF Club Affiliation: ◯ *Yes* Check "Yes" if you wish to represent the club that is part of your USATF member profile

Date of Birth: ____ ____ ____ Month Day Year ***Age*** _____ as of July 28, 2011 ***Sex:*** ◯M ◯F ***Citizenship:*** ◯ *USA* ◯ *Other*_____

☐ *I have a disability for which I am requesting an accommodation. Documentation must be submitted by June 15, 2011. visit www.usatf.org/about/policies/ for more information.*

Entry Deadlines: On-time entries must be received by July 1, 2011 / Late entries received July 2-9, 2011

Events	Best Performance (in 2010/2011)	Fee	Total
1. Select Event 1		$35	
2. Select Event 2		$20	
3. Select Event 3		$15	
4. Weight Throw		$10	
5. Select Event 5		$10	
6. Select Event 6		$10	
Pentathlon ($35, regardless of other events entered)		$35	
USATF Masters Committee Fee (Mandatory)		$25	$25
Late fee (for entries received July 2 - July 9, 2011 / **No entries accepted after July 9**)		$50	
Printed heat sheets		$2	
Friends of National Championships Club **Platinum Level** $250 (receive an event bag, polo shirt, t-shirt, pin) **Gold Level** $100 (receive event polo shirt, pin) **Silver Level** $50 (receive event t-shirt, pin) **Bronze Level** $25 (receive a pin)		◯$250 ◯$100 ◯$50 ◯$25 ◯other	
Masters Awards Banquet (cash bar) - July 30		$30	
Total Amount			$25

WAIVER/RELEASE: I am of the stated age on this application. I forever release discharge USA Track & Field, Inc., Baldwin Wallace College, USATF Lake Erie, and all other affiliates associated with the organizing of this event of any responsibility for any loss or damage to me or my property which I may sustain in the course of (or in connection with) the 2011 USA Masters Outdoor Championships except only such liability arising from the sole, active negligence of Releasees. I also verify that I am a member of USA Track & Field for the year 2011. By entering this competition, I grant USA Track & Field, Inc .a limited license to use my name, likeness, image, voice, video, athletic performance, biographical and other information, in any format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting the sport of Athletics. In no event, however, will such usage constitute an endorsement of any product or service without my specific written consent. Athletes who participate in this competition are subject to drug testing performed by the U.S. Anti-Doping Agency (USADA) in accordance with the USADA Protocol for Olympic and Paralympic Movement Testing.

Signature: Date:

Payments for all fees must accompany your entry form.

Checks or Money Orders: payable to: USATF Lake Erie

Mail to: USATF Lake Erie, 4273 Greenwich Road, Norton, OH 44203

Addendum "C"

USATF and USOC Official Sponsors, Suppliers, Partners

USA TRACK & FIELD OFFICIAL SPONSORS

The following are the existing Official/National sponsors of USA Track & Field as of September 2012. The successful Bidder should periodically check the USATF website for updated sponsor/supplier information. The below categories are exclusive to the event and USATF. The successful Bidder must recognize these sponsors as protected categories and may not approach these sponsors or any other sponsors without express written approval of USATF.

USATF Sponsors	Product Category
Nike	Sports apparel and accessories
VISA	Financial payment services (credit and debit cards, ATM cards, stored value cards, traveler's checks, vouchers, and electronic products/services payment)
BMW	Passenger and commercial road vehicles: This includes - Passenger cars (meaning, sedans, coupes, wagons, touring vehicles, four wheel drive vehicles, limousines, multi-purpose vehicles, sports cars and sports utility vehicles, Light commercial vehicles (including pick-up trucks, minibuses), Heavy goods vehicles (including trucks), Motorcycles, and Special security vehicles

USATF Suppliers	Product Category
Gill	Athletic equipment
Ludus Tours	Travel, tour, hospitality packages
St. Vincent Sports Performance	Personal Training
Lynx	Event timing and results services

Addendum "D"

Housing & Meals Information

Hotel Information

Hotel (List meet headquarters first)	**# of rooms available for championships**	**Rates**	**Distance to Track**	**Complimentary Airport Shuttle Service** (Yes or No)	**Amenities provided** (i.e. free breakfast, free internet, etc.)	**Restaurants w/in walking distance** (indicate distance to restaurant)

Dorm Information

	# of rooms available for championships	**Rates**	**Distance to Track**	**Air Conditioning** (Yes or No)	**Amenities provided** (i.e. free breakfast, free internet, etc.)	**Dinning options w/in walking distance** (indicate distance to restaurant/cafeteria)
Single Room						
Double						

Addendum "E"
Timing and Scoring Requirements

The following are timing/scoring requirements for the championships. Ultimately the USATF Masters Games Committee must approve the vendor that will be used for the timing/scoring of the championships. This form shall be submitted to the Games Committee Chair and the USATF Director of Events no later than 60 days prior to the start of the championships.

Software: The selected vendor must utilize Hytek as the scoring software for the championships. Hytek must be networked to finish lynx equipment.

Computers/Networking: The selected vendor must utilize a minimum of two (2) laptops. One shall be utilized solely for field event scoring. A third laptop supplied by USATF shall be networked for the use by a games committee representative to assist with data management .

Cameras/Power Supply: A minimum of two color cameras and a Lynx Identilynx camera must be used to capture athlete finishes. One of the color cameras shall be placed inside the track (facing the athletes' left side) and the other color camera shall be placed outside the track (facing the athletes' right side). Companies with three or more cameras will be given higher consideration.
Each color camera shall be independent of each other with separate or uninterrupted power supplies (UPS) running to each. Gun sensors, laptops, network boxes and any other required electrical components must be connected thru each UPS making each system totally independent of each other.

Personnel: There should be a minimum two operators at any given time each operating a system one designated primary and connected into the meet scoring database (HYTEK) via a network. The other can be designated backup and not hooked up into the network.

10 km Race Walk: This event will be held out of the stadium on a road course on Sunday. Approximately 100 athletes will compete in the event. Chip (electronic) timing is required.

Other:

- All equipment must be setup and available for testing by USATF no less than 18 hours before the beginning of the 1st event of the championships.
- Labels need to be printed after the final download of entries into hytek and sent to the LOC for packets.
- Any hip numbers required by the timing company shall be their responsibility.

List the name of the timing/scoring company you would like to be considered for providing the services:

_____

Company Name Website Contact Name

USA MASTERS OUTDOOR TRACK & FIELD CHAMPIONSHIPS

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

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

1.2 "Athlete" or "Athletes" means an athlete or athletes who has/have been designated by USATF as qualified and eligible to compete in the Championships, and who in fact so compete.

1.3 "Bid" (or "RFP") means the attached USA Masters Outdoor Track & Field Championships Bid Application furnished by USATF and executed by LOC, including but not limited to any addendums and other documents incorporated therein.

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

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

1.6 "Championships" means the respective USA Masters Outdoor Track & Field Championships referenced in the attached Bid.

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

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

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

1.10 "LOC" means the entity awarded the Championships and entering into this Agreement, having executed the attached Bid.

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

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

1.13 "NAOC" means the National Athletics Officials Committee of USATF.

1.14 "Party" or "Parties" means USATF and/or LOC, as the contest requires.

1.15 "Protected Categories" means the USATF Sponsor products or services categories.

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

1.17 "Term" means the period that commences on the date the Championships are awarded to the LOC, as indicated in the Bid Letter of Agreement continuing through midnight on the date when USATF approves, in writing, the final report and accounting that LOC is required to submit pursuant to this Agreement.

1.18 "USADA" means the United States Anti-Doping Agency.

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

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

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

1.22 "USATF Sponsor" means any Business Associate with whom USATF has entered into a sponsorship agreement.

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

1.24 "USOC" means the United States Olympic Committee, the national Olympic Committee for the United States of America recognized by the International Olympic Committee.

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

1.26 "WADA" means the World Anti-Doping Agency.

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

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

2.2 Timing and Results. Timing and results shall be provided in accordance with Addendum E of the Bid.

2.3 Competition Officials. LOC shall provide hospitality to all Championships officials as noted in the Bid.

2.4 In-Stadium Championships Production. All in-stadium spectator entertainment plans, including any product or souvenir giveaway items, are subject to USATF's prior written approval.

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

2.6 Bottled Water. LOC shall ensure adequate USATF-approved sealed bottled water and sports beverages are available to Athletes for their consumption and replenishment, during the Championships, at the practice area and the Facility. LOC and USATF shall consult with each other to determine the actual amount of such bottled water and sports beverages necessary, above the minimum requirement of three liters per day per Athlete. USATF will attempt to assist LOC to secure such bottled water and sports beverages from USATF Sponsors or suppliers, at low or no cost.

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

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

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

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

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

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

3.2 USATF Sponsors. LOC acknowledges that USATF has legally binding contractual commitments to USATF Sponsors which include, but are not limited to, requiring placement of USATF Sponsor signage at the Facility, at the headquarters and Athlete hotels, the placement of USATF Sponsor advertising in Championships publications and on competition bibs, the provision of free Expo space, free "prime or best" tickets and hospitality access, and parking privileges and access to event shuttle transportation.

A list of USATF's current national sponsors and Protected Categories can be provided upon request. Any required USATF Sponsor signage will be provided at no cost to the LOC. In addition, USATF reserves the right to name additional sponsors or suppliers and augment the list of Protected Categories at any time. USATF will endeavor to notify the LOC within ten (10) days of any changes to its USATF Sponsor or Protected Category lists. Likewise, LOC shall access USATF's website or contact USATF's Marketing department, to verify the current status of USATF's Sponsor and Protected Categories. LOC shall cooperate and consult with USATF to ensure that USATF Sponsor contractual obligations are met. It is expressly understood by all Parties that all signage in and around the adjoining areas of the Facility are controlled by USATF, except for the existing permanent signage on the current Facility scoreboard. Furthermore, LOC acknowledges any future Facility sponsor agreements will provide for an exclusion of any requirements for Facility signage during these Championships, unless otherwise approved and agreed to in writing by a duly authorized representative of USATF.

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

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

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

(a) free advertising within the Event Program for USATF and each USATF Sponsor, as noted in the Bid;

(b) first choice on placement of advertisements in the Event Program for USATF Sponsors, including one of the following three placements: back cover, inside front cover or inside back cover;

(c) placement of USATF Sponsor logo(s) on results sheets;

(d) delivery to USATF, free-of-charge, of up to 10 Event Programs and daily results sheets, as USATF may reasonably request, for use by USATF to fulfill its contractual obligations.

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

3.6 National and Local Marketing. 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. LOC and USATF shall consult and coordinate, where and when appropriate, their respective marketing and promotional activities, including Ancillary Events.

3.7 Merchandise and Licensing. Except as otherwise stated in this Agreement, USATF owns and controls all merchandising and licensing rights related to any USATF Trademarks, including in connection with any Championships Logo to use for the promotion and marketing of the Championships. LOC shall not use any USATF Trademarks in connection with any merchandise, apparel or any similar product without the express written approval of a duly authorized representative of USATF. Upon execution of the letter agreement contained in Addendum G, USATF shall negotiate with LOC to provide LOC with the right to sell apparel and other merchandise which contain the Championships Logo at the Championships. Notwithstanding the foregoing, USATF shall have the right to conduct its own merchandising activities at the Championships or engage a vendor to sell USATF merchandise on its behalf. LOC shall provide USATF, free-of-charge, up to two (2) point-of-sale locations for the exclusive sale of USATF/USOC 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.

(a) USATF and LOC acknowledge that merchandising activities may be complicated by pre-existing USATF and LOC merchandising agreements. USATF and LOC agree to explore mutually beneficial merchandising opportunities associated with the Championships.

(b) USATF and LOC have mutually agreed upon a Championships logo to use for the promotion and marketing of the Championships. All such designs, logos, trademarks, trade dress, service marks, and trade names created, whether by LOC or someone else, for the Championships shall be subject to the prior written approval of USATF and shall become the sole property of USATF. USATF grants LOC the right to use the Championships logo for the sole use of promoting the Championships and for use on approved Championships-specific apparel and merchandise only. Neither LOC nor Championships Sponsors shall use any USATF Trademarks, except for the Championships logo referenced herein. 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.

(c) LOC shall exercise best efforts to ensure that it and any of its sub-licensees (if applicable) comply with the provisions of this section. Any and all rights or license to use any USATF Designated Marks or the Championships logo shall terminate on 11:59 p.m. on the last day of the Championships. The parties acknowledge that USATF will retain ownership of said Championships 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 USATF; (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 USATF'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 prior written consent of a duly authorized representative of USATF; (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 USATF, 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 USATF, which, if given, will require that all merchandise bearing the Championships logo shall be subject to USATF Approval; (g) LOC will not, during the term of this Agreement or thereafter, attack the title or any rights of USATF 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 trade dress or service mark of any third party on any materials bearing the Championships logo without the USATF'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, USATF, or the Athletes; (j) without the prior written consent of the USOC, LOC will not use or permit the use by third parties of any USOC identifications (other than use of the Championships logo as authorized herein) in connection with the staging or promotion of the Championships logo.

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

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

(a) indicate or advertise that it is an "official sponsor," "national sponsor," or otherwise a sponsor of or supplier to, or has any relationship with, USATF;

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

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

LOC shall exercise its best efforts to ensure that it and its sublicensees comply with the provisions of this section. Any and all rights or license to use USATF Designated Marks shall terminate at 11:59 PM on the last date of the Championships. Notwithstanding the foregoing, USATF shall, in consultation with the LOC, design and develop a Championships Logo to use for the promotion and marketing of the Championships. All such designs, logos, trademarks and trade names created for the Championships that incorporate any of the USATF Designated Marks or elements thereof shall be the sole property of USATF and all LOC rights or license to use such designs, logos, trademarks and trade names shall terminate on the dates and times noted above in this section. Neither LOC nor Championships sponsors shall use any USATF Trademarks, except as identified herein. 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.

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

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

4.1 USATF and LOC shall cooperate and consult with each other with respect to media relations related to the Championships, including, but not limited to, the content and distribution of all press releases and the planning and conduct of all press conferences. After consultation with LOC, USATF's decision shall be final with respect to the planning, content, and distribution of all press releases and/or press conferences, whether in Host City or elsewhere.

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

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

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

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

damages arising out of advertising, including contractual liability, as may be applicable to LOC's responsibilities related to the administration or the conduct of the Championships. Said policy or policies shall name as additional insureds USATF, its respective board of directors, officers, agents and employees, as well as the broadcaster, and shall contain a cross liability (severability of interests) provision. LOC shall furnish USATF with Certificates of Insurance acceptable to USATF ninety (90) days prior to the start of the Championships, as evidence of said insurance coverage. LOC shall certify that at least the minimum insurance coverage required above is in effect and that the insurance policy(ies) providing such coverage will not be canceled or materially changed without thirty (30) days advance written notice to USATF and the broadcaster(s) (if applicable) and that no material change in such coverage may be made without the prior written agreement of a duly authorized representative of USATF.

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

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

(b) 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.

8.0 INDEMNIFICATION.

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

property damage are caused by the negligence or willful misconduct of that Indemnified Party. In addition, LOC shall also indemnify the respective Indemnified Party for LOC's: (i) use of USATF Trademarks, IAAF or USOC intellectual property in any manner not authorized by the respective 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 Indemnified Party. LOC shall pay all costs, including reasonable attorneys' fees and damages against any Indemnified Party directly attributable to any such claim. USATF or LOC, as the case may be, shall notify the Indemnified Party in writing of any such claim and shall give the Indemnified Party information and assistance for the defense of any such claim.

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

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

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

10.0 FORCE MAJEURE. If either LOC or USATF is delayed or prevented from performing its obligations under this Agreement by an event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, cancellation or rescheduling of television/cable programming, acts of God, 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Nothing contained herein shall be construed to place the Parties in a relationship of partners, joint ventures, or principal and agent, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever, except as expressly stated herein. The Parties further agree that no representations shall be made by either Party that would create an apparent employment, partnership, or joint venture.

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

(f) Each and every section, term, and/or provision of this Agreement shall be considered severable and if for any reason any section, term, or provision hereof is determined 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.

(g) Except as provided above in this Agreement, this Agreement (specifically including all appendices attached hereto or referenced herein 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.

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

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

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

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

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

(m) LOC acknowledges that USATF Trademarks possess special, unique and extraordinary characteristics that make difficult the assessment of monetary damages that would be sustained as a result of LOC's unauthorized use or misappropriation thereof. LOC recognizes that irreparable injury could be suffered by USATF in the event of the LOC's unauthorized use or misappropriation of USATF Trademarks, and therefore agrees that, notwithstanding any other sections in this Agreement, USATF may seek from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If USATF seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by LOC involving an unauthorized use of any USATF Trademarks, LOC agrees that it shall not allege in any such proceeding that USATF's remedy at law is adequate. If USATF seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall either Party be deemed to have made an election of remedies. LOC hereby irrevocably submits to the venue and jurisdiction of the courts of the State of Indiana, and the courts of the United States of America located in Indiana with respect to any equitable relief that is sought under this Agreement by USATF.

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

USATF: Renee Chube Washington, Chief Operating Officer
USA Track & Field, Inc.
132 East Washington Street, Suite 800
Indianapolis, Indiana 46204
Phone: (317) 261-0500

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

LOC: To the address listed in the Event Organizer section of Part 1 of the Bid.

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

15.0 ARBITRATION. All disputes under this Agreement shall be resolved by arbitration by a single person agreed upon by the Parties or, in the absence of agreement, appointed in accordance with the Commercial Rules of the American Arbitration Association. The dispute shall be adjudicated under and in accordance with the Federal Arbitration Act (as the same may be in effect in the United States of America at the time of the dispute) and the Commercial Rules of the American Arbitration Association (as the same may be in effect at the time of the dispute). The substantive law to be applied shall be the law of the United States of America and the State of Indiana without regard to conflict of laws principles. The costs of the arbitration shall be borne equally between the Parties unless the arbitrator decides otherwise. The proceeding, including the making of the award shall be held at a location agreed upon by the Parties or, in the absence of agreement, at a location in Indianapolis, Indiana designated by the arbitrator. The decision of the arbitrator shall be final and binding upon the Parties except as otherwise provided in the Federal

Arbitration Act and the Commercial Rules of the American Arbitration Association. The arbitrator shall have the right to award the prevailing Party reasonable attorneys' fees. Nothing in this section shall prevent either Party from seeking and obtaining injunctive relief in the same manner as it could have done if this clause was not included in this Agreement.

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

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

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

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

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

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

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

ADDENDUM G

Date: _____

LOC Information:
Name: _____
Address: _____
_____

Dear LOC:

This letter sets forth the agreement between _____("LOC") and USA Track & Field, Inc. ("USATF") regarding ownership of rights in the graphic design component of the _____ (the "Logo"), [insert image of Logo here] that LOC designed for use by USATF in connection with the ____ USATF _____ Championships ("Event") and that contains the USATF trademark(s) _____.

1) LOC acknowledges that LOC's ability to sell apparel and merchandise items which contain the Logo at the Event is good and valuable consideration for LOC's services in designing the Logo, that such consideration is sufficient for the conveyance of rights contained in this letter agreement, and that USATF owes you no additional fees or consideration for the Logo.

2) LOC grants, assigns, transfers, and delivers to USATF all right, title, and interest in and to the graphic design component of the Logo, including, without limitation, all copyrights therein; the exclusive worldwide right to register copyright and any extensions or renewals of such copyrights; all originals and copies of the Logo; and all rights to reproduce the Logo, to prepare derivative works based on the Logo, to distribute copies or reproductions of the Logo, and to display the Logo publicly, all in all media now known or hereinafter invented.

3) LOC represents and warrants to USATF that: (a) LOC is the sole and exclusive owner of the graphic design component of the Logo and all copyrights therein; and has the legal right, power and authority to assign such copyrights to USATF free and clear of any and all liens, encumbrances, claims, security interests, licenses or other similar arrangement affecting title or copyright in the graphic design component of the Logo as of the date of this Letter; (b) the graphic design component of the Logo is an original work of authorship created solely by LOC, and that no graphic design created by any other party is included in the Logo; (c) the graphic design component of the Logo does not infringe, violate, or misappropriate the intellectual property of any third party; (d) LOC will not create any derivatives, copies or reproductions of the Logo except with the express prior written consent of USATF; (e) LOC does not reserve any rights, title or interest of any kind in the graphic design component of the Logo and will not in the future assert any right, title or interest in such component.

4) At USATF's request, LOC shall execute all papers, furnish such documents, materials, information and/or assistance, and do all other acts necessary to perfect the assignment of copyright in the graphic design component of the Logo to USATF, provided that USATF reimburses LOC for its reasonable, documented out-of-pocket expenses therefor.

5) At USATF's request, LOC shall cooperate fully with USATF in responding to, defending, or settling any threatened or pending claim or action arising from allegations that the graphic design component of the Logo violates any law or third-party right.

USATF trusts this letter accurately states our mutual understanding. If you have questions about any aspect of it, please let me know promptly; otherwise I would appreciate your confirming our understanding by signing and returning a copy of this letter to me.
Respectfully,
Norman Wain
General Counsel, Chief of Business Affairs

Agreed to:

LOC: _____

By: _____
Name: _____
Title: _____
Date: _____