



*USATF LONG
DISTANCE
RUNNING
CHAMPIONSHIPS*



BID APPLICATION

For assistance in completing this bid application, please contact Amy Begley, Blake Boldon and/or Mickey Piscitelli (contact information below). Upon completion, please forward bid with supporting materials to the following:

*Amy Begley amy.begley@usatf.org
Director of Long Distance Running
Programs, USATF 130 E.
Washington St., Suite 800
Indianapolis, IN 46204
(317) 610-3077*

*Mickey Piscitelli
mpiscitelli2@verizon.net
Chair, USATF Women's LDR
4091 Cortina Rd
Baldwinsville, NY 13027
(315) 345-3270*

*Blake Boldon
Blake.Boldon@drake.edu
Chair, USATF Men's LDR
9738 Clark Street
Clive, IA 50325
(205) 821-5460*

Please submit one (1) email copy to each of the recipients above.

The bid submission deadline is September 15th prior to the USATF Annual Meeting or unless otherwise notified by the USATF LDR Committee(s).

Prior to forwarding your bid application, please make sure that you have completed the following:

- 1) included all requested information and attachments*
- 2) obtained all necessary signatures*
- 3) consulted with the local USATF Association and have provided a signed association acknowledgement form*
- 4) read and understand the Bidder Letter of Agreement (included in this application) and "About the Bidding Process" found in Events section of the USATF website <https://www.usatf.org/bids>*

PART I – NATIONAL CHAMPIONSHIP EVENT(S) SOUGHT

- | | | |
|-------------------------------|---|--|
| <input type="checkbox"/> 2024 | <input type="checkbox"/> 1 Mile | <input type="checkbox"/> Men's Only Championship |
| <input type="checkbox"/> 2025 | <input type="checkbox"/> 5 km | |
| <input type="checkbox"/> 2026 | <input type="checkbox"/> 6 km | <input type="checkbox"/> Women's Only Championship |
| <input type="checkbox"/> 2027 | <input type="checkbox"/> 8 km | |
| <input type="checkbox"/> 2028 | <input type="checkbox"/> 10 km | <input type="checkbox"/> Both Championships |
| <input type="checkbox"/> 2029 | <input type="checkbox"/> 12 km / 7 Mile | |
| | <input type="checkbox"/> 15 km | |
| | <input type="checkbox"/> 10 Mile | |
| | <input type="checkbox"/> 20 km | |
| | <input type="checkbox"/> Half Marathon | |
| | <input type="checkbox"/> 25 km | |
| | <input type="checkbox"/> Marathon | |
| | <input type="checkbox"/> Other | |

Have you bid on other USATF National Championships in the past? If so, please list the years you have applied.

Have you been awarded any USATF National Championships? If so, please list the years that you have been awarded.

PART II – PRINCIPAL CONTACTS

Bid Submission Date:

Name of host race:

Event Site:

USATF Association of Event Site:

Event Organizer/Bidder:

Contact Name:

Address:

Telephone (W):

Telephone (C):

Email:

Website Address:

Event/Race Director (if different from above):

Contact Name:

Address:

Telephone (W):

Telephone (C):

Email:

Website Address:

PART III – BID AWARD PROCESS

“Bid” (or “RFP”) means the attached Championships Bid Application furnished by USATF and executed by LOC, including but not limited to any addendums and other documents incorporated therein. The Championships will be recommended to the USATF National Office by the respective Men’s and/or Women’s LDR Committee after a comprehensive bid packet review at the USATF Annual Meeting or upon the discretion of the respective Men’s and/or Women’s Long Distance Running (LDR) Committee and when possible be awarded 2 years out from event date. Site selection will be made from Bid Applications that are fully and properly completed. Finalists will be recommended by the respective Men’s and/or Women’s LDR Committee (or Championships Subcommittee(s)) by a majority vote of the respective Men’s and/or Women’s LDR delegates present at the session of the USATF Annual Meeting at which the vote is taken or in special session determined by the respective Men’s and/or Women’s LDR Chair to the USATF National Office who will then make the final acceptance of the bid. The bid submission deadline is sixty (60) days prior to the previous year’s Annual Meeting or unless otherwise notified by the appropriate Committee.

- 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 contract deposit and/or removal of Championships from the successful Bidder, or both.*
- 2) Upon award of the Championships, the successful Bidder shall execute a Bid Award Agreement, which shall set forth any pre-conditions that must be satisfied in order to conduct a successful Championship. If Bidder is unable to satisfy the pre-conditions stated in the Bid Award Agreement, fails to pay any contract deposits in a timely manner, or fails to execute a formal written agreement related to the conduct of the Championships within one hundred twenty (120) days of the execution of the Bid Award, 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.*
- 3) 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”).*
- 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:

PART IV – LDR COMMITTEE LIAISON(S)

The Men's and/or Women's LDR Committee will designate liaison(s) for each National Championship event whose role is, among other things to:

1) serve as intermediaries between Bidder and the Men's and/or Women's LDR Committee; 2) serve as referee and/or Jury of Appeals; 3) provide technical assistance to Bidder; 4) serves as a resource for athletes; 5) oversee race preparation and race day execution of event; and 6) report back to the Men's and/or Women's LDR Committee on the success of the event.

The Men's and/or Women's LDR Committee requests that Bidders commit to providing local transportation, housing (up to 3 nights), meals or per diem (\$60/day – low-cost localities / \$70/day – high cost localities or based on current IRS Guidelines as accepted by USATF) and race credentials for the LDR Committee Liaison(s) during the Championships. Indicate whether you will be able to provide the following for the Men's and/or Women's LDR Committee Liaison(s):

1) *Local transportation*

YES NO

2) *Housing*

YES NO

3) *Per Diem (\$60 / \$70)*

YES NO

4) *Meals*

YES NO

5) *Race Credentials (All Access)*

YES NO

The Men's and/or Women's LDR Committee Liaison(s), along with the Referee(s) shall contact the timing/scoring service provider directly, to ensure that results/scoring will be conducted in accordance with USATF rules.

PART V – EVENT DETAILS

1) Event site (Facility and/or Park name and location):

2) Proposed event dates:

Alternate event dates, if any:

3) Proposed start time(s):

This time schedule is:

FIXED

FLEXIBLE

4) Course composition (% asphalt, concrete, paved, unpaved, etc.)

Average width of course:

Narrowest width of course and where it occurs along the course:

5) Men's Course record:

Record holder:

Nationality:

Date Course Record was set:

6) Women's Course record:

Record holder:

Nationality:

Date course record was set:

7) Weather conditions for time of year:

Average temperature during race:

Average humidity during race:

Average wind during race:

8) Provide name and full contact information of the individual(s) and/or company providing timing, results, and scoring services for this Event.

9) How many athletes typically finish your mass participation or citizens' race?

Bidder to Attach the Following:

- 1) Please attach an Event history sheet listing previous Associations, regional, national, or other Championships held on this Site and whether this Event is being held in conjunction with a non-Championships Event. (Please describe other*
- 2) Please enclose a USATF Course Certification showing course layout and elevation. Please include the state and year certified. Indicate on the course map the location of registration center, start line, aid and medical stations, split markers, finish line, toilet facilities, media facilities (if applicable), and Doping Control area (if applicable).*
- 3) Successful bidders MUST agree to have Championship courses pre-verified in order for your race to process records in a timely manner. Pre-verification is required of all championship races with a pre-event course measurement verification occurring at least ninety (90) days prior to the event. This allows official times achieved at your race over the measured route to immediately be recognized as record eligible. Costs for this pre-verification are borne by the race, on a schedule available from the Road Running Technical Council (RRTC). For more information regarding these requirements, successful bidders should contact the RRTC Chair, David Katz – katz@flrrt.com*
- 4) Successful bidders are required to have the event fully sanctioned by USATF, even if using other event insurance, and placed on the World Athletics Global Calendar.*

PART VI – ASSOCIATION

1) Local Association:

President Name:

Telephone:

Email:

Visit www.usatf.org/Associations to locate the USATF Association in your area.

2) Briefly explain the role of the local USATF Association, it's officials, and/or other services in the planning and operations of the Championships (attach an additional sheet, if necessary):

3) Bidder acknowledges the requirement to have the local association review and complete the Association Acknowledgement form listed at the end of this document or provided by USATF during contract process.

PART VII – LOCAL ORGANIZING COMMITTEE DETAILS

USATF Requirements:

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”). The purpose of this program is to promote full and equal business opportunities for MBE’s in bid contracting for championship events in accordance with the goals outlined by USATF.

Bidder’s Initials:

Bidder to Attach the Following:

- 1) *The legal name, address, web page URL address, telephone and fax numbers, and the legal form of the sponsoring organization bidding for the Championships, if different from that listed in Section “Principal Contacts”.*

- 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.*

- 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), nature of event, budget, number of competitors/participants and attendance figures.*

PART VIII – BUSINESS ISSUES

USATF Requirements:

- 1) **Formal Agreement:**

“Agreement” means this 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. The successful Bidder will be required to execute a formal Championships agreement.
- 2) **Rights Fee (non-refundable):**

The successful Bidder will be required to pay an additional non-refundable rights fee in the amount of one thousand dollars (\$1,000).
- 3) **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. The Bidder guarantees that the Host City and the applicable county are aware of the Championships, and that they have agreed to cooperate with Bidder and USATF regarding the conduct of the Championships. An initial Championships budget must be submitted with the bid application submission. An updated budget shall be provided to USATF at least one hundred eighty (180) days prior to the Championships. Any change to each submitted budget of more than 10% per line item, or 3% of the total budget, must be approved in advance and in writing by USATF. Once approved by USATF, the revised budget shall replace the previously submitted budget(s) and become part of this Agreement. 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 the USATF National Office.
- 4) **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 the USATF National Office liaison. Failure to submit the final financial report may result in forfeiture of future bid opportunities.
- 5) **Final Report:**

The successful Bidder shall provide to USATF a final financial accounting and post event report for future planning and educational purposes, on or before ninety (90) days following the closing of the Championships. Said report shall include an economic impact study for the duration of the Championships as well as a demographic study of the attendees of the Championships, along with budget to actual expenditures data, as well as data relating to advertising activities and sponsorship sales for the Championships. The successful Bidder shall also provide attendee data (email addresses) to USATF for USATF’s use in future marketing efforts, if collected. USATF shall have the right for a period of one hundred eighty (180) days after receipt of the final Bidder accounting to inspect, audit or otherwise examine the Bidder’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 Bidder accounting, USATF shall provide Bidder 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 Bidder’s final accounting is deficient, the Bidder shall have the right to respond in writing to USATF’s findings. Such a written response shall be submitted within thirty (30) days of receipt by Bidder of USATF’s written determination. USATF and Bidder shall, within thirty (30) days of receipt by USATF of Bidder’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, Bidder shall reimburse USATF for its costs associated with said examination. USATF and Bidder shall have no liability whatsoever as to any deficit incurred by the other. Along with the final Bidder accounting, the Bidder shall furnish USATF with the final version of the Championships operational plan with final conclusory explanations of successes, failures and opportunities and suggestions for future improvements, based upon its experience of hosting the Championships.
- 6) **Prize Money Commitment:**

The successful Bidder will be required to provide a financial commitment for athlete prize money. The suggested commitment is a minimum of twenty thousand dollars (\$20,000) in prize money per Championship for distances up to 25 km and sixty thousand dollars (\$60,000) for the marathon. USATF, in conjunction with the LOC, will determine the prize purse breakdown for each Championship.

- 7) **Medals & Awards:**
A formal medal presentation with award stands and public address system must be provided by successful Bidder. USATF shall provide, at USATF's Expense, individual medals for the top ten finishers at the Championships and will have the opportunity to request the ability to have awards presenters on site. USATF shall, in consultation with Bidder, determine the design of the medals, presenters and the presentation protocol in connection with the award ceremonies. Bidder shall implement such arrangements related to the award ceremonies, including, but not limited to, the cost of producing the award ceremony presentation protocol. USATF will be permitted to have an awards presenter as a part of the Awards Ceremonies, if requested.
- 8) **Competition Bib Numbers:**
Successful Bidder must order competition bib numbers from approved USATF vendors. Bidder shall provide a draft of the proposed design for the competition bib numbers to the USATF Managing Director of Events, or their designee, for approval, at least sixty (60) days prior to the event. USATF reserves the right to include sponsor elements on the Championship bib at their sole discretion.
- 9) **Championships Program:**
If implemented, must be approved in writing by the USATF Integrated Marketing & Communications Department before any usage or distribution is made.
- 10) **Championships Logo, Promotions, and Advertising:**
USATF will provide the pre-approved National Championship Logo to the successful Bidder once the official bid agreement is signed and approved by USATF. The Logo will include the full Championship name, USATF Logo, host city, year and any other information deemed appropriate by USATF. The Logo may not be altered. Bidder must receive written USATF approval on all logo uses. Bidder shall consult with USATF to optimize public awareness and must submit any promotional materials to USATF for approval. Logo must be included as the primary mark in all promotional materials. USATF reserves the right to include sponsor logos on the Championship Logo at their sole discretion. Bidder recognizes that USATF has sponsor obligations and will work in good faith with USATF to assist in delivering on-site requests of said sponsors.
- 11) **Sponsorships:**
Successful Bidder may only contract with sponsors, suppliers, or vendors approved by USATF as it relates to the Championships. 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 "USA Track & Field Official Sponsors and Suppliers" for reference.
- 12) **Drug Testing/Prize Money:**
For events awarding championships prize money, and at which drug testing will be conducted, the Event Director shall hold said prize money in an escrow account for release pending the results of drug testing, or the conclusion of adjudicatory processes related thereto. LOC shall distribute prize money held in escrow to the appropriate athlete, in accordance with any place finish adjustments necessitated by final decisions issued by arbitrators or courts in drug case adjudications.
- 13) **Internet/Web Rights:**
USATF owns all Internet/web rights to the Championship(s) and will work with the LOC in order to develop and/or maximize internet/web coverage of the Championship(s). USATF's web site shall serve as the official source of/portal for all Championship(s) 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 relating to the championship(s). 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.
- 14) **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.
- 15) **Entries:**
All entries into the Championships, shall be processed via the USATF web-based Event Entry System unless otherwise approved by USATF in writing. A transaction fee of 6% 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 the LOC. Athletes entering the USATF Open/Elite Championships shall be free.

16) **Merchandise Sales:**

USATF owns and controls all merchandising, and licensing rights related to any USATF Trademarks, including in connection with any logo used for the promotion and marketing of the Championships. Successful Bidder must have written approval of a duly authorized representative of USATF to sell apparel and other merchandise which contains the Championship Logo at the Championship event. Any Bidder obligations relative to the sale of merchandise or use of USATF Trademarks or USATF logos are subject to a separate license agreement. Bidder acknowledges that all merchandise sales containing USATF Trademarks, to include the Championship Logo, shall be subject to royalties. The bidder is to provide proper documentation of all sales using USATF Trademarks. 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. If requested, LOC shall provide USATF, free-of-charge, at least one (1) point-of-sale location (20' x 40' or as mutually agreed upon between USATF and the LOC) for the exclusive sale of USATF merchandise, which locations shall be proximate to entrances to the Facility, the exposition area, and competition areas or in other prime locations, as determined by USATF in consultation with LOC.

17) **Exposition Area:**

Successful Bidder may create an exposition area provided that USATF and USATF sponsors and suppliers are given free space in prime locations as mutually agreed upon. Successful Bidder will retain revenue from exposition booth rental.

18) **Concession Sales:**

Revenue from non-merchandise concession sales will be retained by the successful Bidder.

19) **Shelter:**

Successful Bidder shall provide a shelter (e.g., building or tent) near the start/finish areas at the competition site for the exclusive use of Championship athletes and athlete support personnel, at least one (1) hour prior to, during, and at least one (1) hour after Championship's competition on all Event Dates. The athlete shelter shall reasonably protect persons from the elements, including extreme heat, cold, rain, wet or muddy surfaces, and be in proximity of an evacuation shelter should the athlete shelter not be appropriate for hazardous conditions (i.e. lightning). Additionally, the athlete shelter should be sufficiently sized to accommodate athletes participating that day. In order to minimally include space for seating for all athletes, and reasonable space for athlete preparation (i.e. stretching). The athlete shelter should include or have adjacent access to dedicated Championship . Only athletes competing and pre-determined support and staff who are 3-step SafeSport compliant, as described in this document, shall be allowed into this shelter.

20) **Progress Reports:**

Quarterly progress reports, following date of award of the Championships, shall be submitted in writing to the USATF national office liaison, detailing the steps that have been taken or tasks completed towards compliance with the requirements of this bid application. The winning Bidder's quarterly progress reports shall also be forwarded to the designated respective Men's and/or Women's LDR Committee liaison.

21) **Insurance:**

Bidder shall obtain General Commercial Liability insurance with an insurance company or companies acceptable to USATF and are licensed to do business in the state in which the Championships take place. Bidder shall obtain liability coverage with a limit of not less than one million dollars (\$1,000,000) per occurrence and \$3,000,000 in the aggregate. Such insurance shall include coverage for premises liability, contractual liability, products-completed operations, participant legal liability, personal and advertising injury, property damage and bodily injury liability (including death). Bidder shall also obtain the following insurance: (1) Automobile Liability insurance covering liability arising out of Bidder's use, operation and /or maintenance of any auto, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage; (2) Workers' Compensation insurance covering employees of Bidder serving at the Championships, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit; (3) Umbrella and/or Excess Liability insurance with limits not less than \$10,000,000 each occurrence shall apply in excess of the Commercial General Liability, Auto Liability and Employer's Liability policy limits; (4) Participant Accident Insurance covering all participants in the Championships with limits not less than \$10,000 per participant for Accident Medical coverage and \$10,000 per participant for AD&D coverage; and (5) Event Medical Professional Liability Insurance, if applicable, for volunteer physicians and all other volunteer healthcare providers providing services in connection with the Championship with limits not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate. General Liability and Umbrella/Excess Liability insurance requirements shown above can be satisfied through the insurance provided by USATF as part of sanctioning. All such insurance required above shall be (1) considered primary with respect to claims arising out of the Championships; and (2) shall be written by insurance companies that are satisfactory to USATF and that are licensed to do business in the state in which the Championships take place, Bidder shall not allow any of the required policies to be materially changed, reduced or cancelled unless Bidder provides thirty (30) days prior written notice thereof to USATF. Upon execution of this Agreement and at each renewal of the required policies during the Term of the Agreement, Bidder shall provide USATF with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above. Additionally, LOC agrees

to obtain a USATF sanction for the Championships, regardless of whether it secures event insurance coverage through USATF, and ensure the Championships is placed on the World Athletics Global Calendar. Bidder shall indemnify USATF against liability for claims or losses resulting from Bidder's uninsured acts or omissions.

22) Event Sanction:

Successful Bidder is required to obtain a USATF sanction for the Championships, at bidders' expense, regardless of whether it secures event insurance coverage through USATF, and ensure the Championships is placed on the World Athletics Global Calendar.

23) Virtual Events:

USATF reserves the right to hold a Virtual event in conjunction with the USATF Championship event. All costs, revenue and general oversight will be the responsibility of USATF.

Bidder's Initials:

Bidder to Attach the Following:

- 1) A proposed Championships budget (see attached budget template)*
- 2) A proposed insurance and risk management plan for the Championships. General Liability insurance can be provided to the LOC when a USATF sanction is applied for and approved. Directors' and Officers', Automotive Liability, and Workers' Compensation are additional insurance coverage the LOC should consider when developing its insurance and risk management plans.*
- 3) Details of any Championships merchandise Bidder wishes to create and sell. (Note: Bidder acknowledges that said merchandise sales proposal will be subject to USATF approval).*
- 4) Details of anticipated concession sales at Championships.*
- 5) Details of anticipated exposition area with booth sizes, rental costs, and site map.*

PART IX – USA TRACK & FIELD OFFICIAL SPONSORS AND SUPPLIERS

Bidder 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 host event, at the headquarters and athlete hotels, the placement of USATF sponsor advertising in Championship publications and on competition bibs, the provision of free exposition space, free “prime or best” tickets and hospitality access, parking privileges, and access to event shuttle transportation. No entity or individual other than USATF Sponsors or licensees shall be granted the right to distribute premium or promotional samples or other items during the Championships, without USATF’s express written consent. USATF reserves the right to name additional sponsors or suppliers and augment the list of protected categories at any time. Bidder shall contact USATF’s Marketing Department to verify the current status of USATF’s sponsor list and protected categories.

Bidder acknowledges that USATF owns all revenue sources, including all commercial rights to the Championships, including media, marketing and licensing rights. USATF may negotiate in good faith with Bidder to transfer certain mutually agreed upon rights to Bidder as more fully described in the event agreement. To the extent that USATF approves and Bidder is able to secure additional sponsor revenue, USATF shall be entitled to receive a percentage of the gross amount from said revenue.

For questions, contact Sarah Hollis, Chief Marketing and Revenue Officer at Sarah.Hollis@usatf.org or 317-715-8994.

USATF Sponsors

Product Category

Garden Life

Protein powder, vitamins, probiotics.

Hershey’s

Chocolate and non-chocolate confectionery; Snack Nuts, Chocolate spreads, peanut butter and other nut butters; Dessert toppings and ice cream toppings; Milk Modifiers (including chocolate syrup and coca powders but not including chocolate milk); Baking Products; Popcorn (RunJumpThrow only).

Comcast/Xfinity

Broadband communications services to residences and businesses including, without limitation, Multichannel Video Programming Distribution (including video on demand), broadband Internet access, wireline digital telephone, and home security and automation services.

KT Tape

Kinesiology tape; elastic sports and fitness tape and related recovery products designed for muscle, ligament and tendon pain relief and support.

HTWO

Hydrogen-Based or Unfused Foods, Beverages, Nutraceuticals and Therapies. (Masters Only)

Hyperice

Recovery technology

Nike

Athletic apparel, accessories, footwear, and any other body coverings worn and ancillary items which are worn or used or suitable to be worn or used while participating in athletic activities or athletic related activities; excludes sunglasses and watches.

Next College Student Athlete (NCSA)

College recruiting services.

Toyota

Vehicles and Mobility, including, but not limited to the following: (i) vehicles (including automobiles, trucks and sport utility vehicles) and parts and accessories; (ii) vehicle systems, including and not limited to, safety-related support systems, vehicle optimal control systems, road navigation support systems, and optimal transportation systems that interface with personal devices and traffic data centers, (iii) vehicle financing and leasing services; (iv) vehicle repairs, maintenance and services, and related products and tools; (v) mobility products including and not limited to, mobility robots and medical devices to support mobility; and (vi) mobility services, including and not limited to vehicle sharing and transportation services.

Orlando Health

Medical Network (Florida Region)

Prevagen

Dietary supplements to support brain health

USATF Suppliers

Product Category

Gatorade

Fluid and electrolyte replacement (hydration) and enhanced waters.

United Canvas & Sling (UCS)

Track & Field equipment and training equipment.

PART X – HOUSING AND MEALS

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, support and working staff, up to two (2) days prior to Championships.*
- 3) *Successful Bidder shall provide free housing for the Men's and/or Women's LDR Committee Liaison(s).*
- 4) *Successful Bidder must ensure that adequate eating establishments or food service arrangements will be available for participants at the Championships.*
- 5) *Successful Bidder shall provide light snacks and beverages for the working media and officials. Successful Bidder may arrange for separate eating areas for each of the above-named groups at the Course.*
- 6) *Bidder shall consult with USATF regarding the arrangements related to hospitality for Athletes, USATF, VIPs, media and others, as USATF may reasonably require. Bidder shall provide a hospitality area, beverages, and amenities for the use, comfort and entertainment of Bidder VIPs, Bidder Sponsors, USATF Sponsors and others selected by Bidder an USATF (not to exceed the number of persons mutually agreed between Bidder and USATF) at the Course. Unless otherwise agreed by USATF in writing, the Bidder will not permit any third party that is not a USATF Sponsor to publicize any commercial relationship with the Championships on the VIP/hospitality tickets or credentials. Bidder shall consult with USATF on special functions or meetings to be held in the hospitality room, and shall provide personnel or volunteers to monitor and restrict access to the room. The hospitality room shall be open during the hours mutually agreed upon by USATF and Bidder.*
- 7) *Recommendation for bidder to provide meals or partial per diem for competing athletes if not hosting a hospitality, general function during the event.*

Bidder's Initials:

Bidder to Attach the Following:

- 1) *List the names of hotels or other properties that will participate in your proposed housing program(s), the number of rooms available for participants at the particular hotels and/or properties, proposed rates (with or without meals) for singles, doubles, triples, all suites etc., as well as meeting room space availability. Indicate distances from race course.*
- 2) *Please provide headquarters hotel floor plans and indicate meeting rooms available for USATF use.*
- 3) *If Bidder is offering a housing for committee, athletes, support or working staff please provide the property information (name, address, website, rate, etc.) below.*
- 4) *If Bidder is proposing to use local college and university on-campus housing, please provide information about room availability, location of each dorm and dining facility in relation to the course, 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.*
- 5) *List eating establishments within easy walking and driving distances of all proposed housing properties submitted. Specify restaurant dining hours.*
- 6) *Please indicate hospitality arrangements planned (i.e., welcome function, pasta dinner, on-site at finish line, key housing properties) for athletes, coaches, meet officials, and, or USATF VIP guests.*

PART XI – TRAVEL, TRANSPORTATION, AND PARKING

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 shall arrange and provide free transportation from their respective hotel for Athletes, coaches, USATF Management Team, competition officials to and from the Course.
- 3) Bidder shall arrange and provide free transportation to and from the host airport to their respective host hotel for athletes, coaches, USATF Management Team, Competition Officials and VIPS.
- 4) Bidder must provide complimentary adequate parking arrangements at the competition site for the athletes, the Men's and/or Women's LDR Committee members, USATF staff and any VIPs designated by USATF.

Bidder's Initials:

Bidder to Attach the Following:

- 1) List the major airport(s) nearest the race host city and any airlines with major hubs in or near host city.
- 2) Distance from airport to hotels and competition site. Indicate which hotels provide free airport shuttles.
- 3) A list of transportation systems within your city/community available for public use and providing access to the track and field facility and hotels. Indicate plan for coordination of race and transportation routes with state and local authorities, if applicable.
- 4) List companies that provide car rental services, taxis, limousine, and any other transportation related information. Please also provide information about whether Uber, Lyft or similar are available in your host city.
- 5) A description of parking arrangements at competition site, including plans for VIP and USATF staff parking.

PART XII – PROMOTION, ADVERTISING, AND PUBLICATIONS

USATF Requirements:

- 1) Bidder shall consult with USATF to optimize public awareness of the Championships. Bidder shall use its best efforts to promote the Championships, including public relations, radio, television, Internet, social media and print publications, to generate substantial spectator and community support and extensive national awareness of the Championships. USATF and its sponsors, suppliers, and licensees shall receive free advertising in the Championship's program. Bidder shall consult with USATF's Marketing Department prior to engaging in any promotional or advertising activities.*
- 2) USATF shall have joint responsibility with respect to public relations efforts on a national basis, while Bidder shall have primary responsibility for regional and local public relations activities. In addition, Bidder 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. Any willful or egregious action on the part of the Bidder which would constitute an act or moral turpitude in the community in which USATF resides or which would otherwise constitute public humiliation to USATF shall result in a material breach of this Agreement and USATF shall be entitled to immediately terminate the Agreement.*
- 3) USATF and Bidder 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 Bidder, 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) USATF and Bidder shall cooperate and consult with each other, with respect to the organization of all media operations for the Championships. Bidder 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. Bidder 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.*
- 5) USATF and Bidder shall cooperate and consult with each other with respect to press accreditation, the systems, procedures and guidelines for press accreditation and the parties to whom credentials are issued.*

Bidder's Initials:

Bidder to Attach the Following:

- 1) Descriptive plan for creating awareness and promotion of the Championships via:
 - a. Print advertising*
 - b. Social media*
 - c. Electronic or digital media (radio, television, etc.)**

PART XIII – FACILITIES AND EQUIPMENT

USATF Requirements:

Bidder must provide all necessary facilities and equipment to host a first-class long distance running (LDR) competition. Such facilities and equipment include, but are not limited to:

Course and Facilities:

- 1) *Please enclose a USATF Course Certification showing course layout and elevation. Please include the state and year certified. Indicate on the course map the location of registration center, start line, aid and medical stations, split markers, finish line, toilet facilities, media facilities (if applicable), and Doping Control area (if applicable).*
- 2) *Bidder shall ensure that all necessary and appropriate equipment, implements, measuring devices, timing devices, personnel and transportation vehicles are available for use during Championships competition. Bidder's Operating Plan shall include emergency arrangements for restocking or replacing any equipment damaged, broken, lost, stolen or otherwise incapacitated during the Championships, so that the published competition time schedules are not delayed. USATF will use best efforts to assist Bidder to secure competition equipment from USATF Sponsors or suppliers, at low or no cost.*
- 3) *Successful bidders MUST agree to have Championship courses pre-verified in order for your race to process records in a timely manner. Pre-verification is required of all championship races with a pre-event course measurement verification occurring at least ninety (90) days prior to the event. This allows official times achieved at your race over the measured route to immediately be recognized as record eligible. Costs for this pre-verification are borne by the race, on a schedule available from the Road Running Technical Council (RRTC). For more information regarding these requirements, successful bidders should contact the RRTC Chair.*
- 4) *Bidder shall ensure adequate USATF approved sealed bottled water and sports beverages are available to Athletes for their consumption and replenishment, during the Championships. Bidder 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 Bidder to secure such bottled water and sports beverages from USATF Sponsors or suppliers, at low or no cost. Water at refueling stations on the course is not required to be bottled.*
- 5) *Adequate bathrooms must be available throughout the competition facilities. Port-a-potties should supplement bathroom facilities, as appropriate.*
- 6) *Race distances included in the World Athletics World Ranking system must obtain a World Athletics Course Certificate. This requires the course be measured by a World Athletics level "A" or "B" measurer. Please contact the RRTC Chair for additional information.*
- 7) *Separated secure area for award presentations.*

Event Management Support Requirements:

- 1) *Separate Athlete packet pick-up facilities at the meet hotel the afternoon prior to the event and at the event facility on race day, prior to the start of competition and until all event divisions have commenced.*
- 2) *Tenting at event areas to protect athletes from elements.*
- 3) *Portable public address system to adequately address athletes, as required by course.*
- 4) *Bidder is responsible for a finish line camera in accordance with Rule 165-13.*
- 5) *Provide USATF media with results at the close of competition, or at the close of each day if multiple day event. (USATF is permitted to obtain and use any photos taken of the championships for pre-Championships and post-Championship's publicity in official USATF media.)*

Bidder's Initials:

PART XIV – MEET MANAGEMENT

USATF Requirements:

- 1) ***Competition Rules:***
The Competition Rules of USATF shall govern the conduct of the Championships.
- 2) ***Management Team:***
The Successful Bidder shall engage a management team consisting of persons with technical administrative, sales, marketing and promotions expertise, as well as support staff, sufficient to plan, host and conduct a first class Championships event (“Bidder’s Management Team”) at no cost to USATF. Bidder shall promptly provide USATF with an updated list, and job descriptions, of its key Management Team personnel, including its designated Technical Director, identifying contact details for each operational area for the Championships, no later than the first planning meeting as described herein. Bidder shall seek input from USATF on Bidder’s Management Team where reasonable appropriate. USATF shall have the right to approve or disapprove Bidder’s Management Team, and in the event USATF rejects any member of Bidder’s Management Team for any reason whatsoever, Bidder shall use its best efforts to promptly find a suitable replacement that is acceptable to USATF. Bidder shall promptly notify USATF of changes to Bidder’s Management Team, but in no event later than the next scheduled planning meeting as described herein.
- 3) ***Championship Oversight:***
The Men’s and/or Women’s LDR Committee Chair, in consultation with the Committee’s Championships Subcommittee, shall be the final authority on all decisions concerning the rules conducting the respective Championships. All Championship competition issues shall be the purview of the respective Men’s or Women’s LDR Committee Chair. The Committee Chair may designate a person or persons to exercise decision- making authority on his or her behalf.
- 4) ***Championship Schedule:***
LOC shall provide a draft of the proposed Championships schedule, which shall include start times for each division, to the Committee Chair and the USATF National Office liaison for approval, at least sixty (60) days prior to the event.

Bidder’s Initials:

Bidder to Attach the Following:

- 1) *A draft of proposed Championships plans and schedules.*
- 2) *A description of the plan for assigning competition numbers.*
- 3) *A description of the medal/award ordering and presentation plans.*
- 4) *A description of the risk management plans.*

PART XV – OFFICIALS

USATF Requirements:

- 1) *The Men's and/or Women's LDR Committee shall cooperate with the Bidder to appoint Championship Referee(s) and shall collaborate with the Bidder on the selection of a Jury of Appeals. (See USATF Competition Rules 119 and 125.)*
- 2) *Bidder must utilize USATF certified officials to officiate the Championships.*
- 3) *Bidder should establish an officials and event staff hospitality area near the course that is available throughout the competition.*
- 4) *Bidder is encouraged to provide accommodations and transportation for officials from outside the geographic area of the local Association, as required.*
- 5) *The following officials are necessary for the conduct of the Championships: Administrative Staff Referee, Protest Table, Results, Computer Center Crew, Registration, Announcer, Records, Full complement of event officials, as appropriate, and as required by USATF Competition Rules and the Championships' schedule.*
- 6) *It is recommended that the original course measurer or the verification measurer be onsite at the event to ensure that the course is set up as measured.*

Bidder's Initials:

Bidder to Provide the Following:

- 1) *How many officials will be certified Long Distance Running Officials at the National level?*

- 2) *How many officials will be certified Long Distance Running Officials at the master's level?*

- 3) *Will officials from outside the Association be invited?*

- 4) *Will the event provide any of the following for the certified officials?*

Transportation Yes No

Food Yes No

Lodging Yes No

If necessary, the Referee(s), along with the Men's and/or Women's LDR Committee liaison shall contact the timing/scoring service provider directly to ensure that scoring will be conducted in accordance with USATF rules.

PART XVI – VOLUNTEERS

USATF Requirements:

- 1) *Volunteers are an essential part of conducting a successful Championship event. Bidder must plan for the recruitment of a sufficient number of volunteers to ensure the success of the Championships by having them supplement and assist the Championships administrative personnel, serve as doping escorts, and provide other appropriate assistance in connection with the Championships..*
- 2) *Successful Bidder must provide volunteers with amenities such as t-shirts, toilet facilities, beverages and/or light snack, and transportation, as appropriate.*
- 3) *The successful Bidder shall be aware of and act in accordance with USATF's Volunteer Handbook, which can be found in the Policies page of the Governance section of the USATF website.*
- 4) *Championship specific Volunteers are required to adhere to the SafeSport 3-step compliance as described in this document.*

Bidder's Initials:

Bidder to Provide the Following:

- 1) *Number of volunteers needed for the Championships.*
- 2) *Plan for recruitment of volunteers.*
- 3) *Plan for provision of amenities to volunteers.*
- 4) *Plan for championship volunteers to be 3-step SafeSport compliant*

PART XVII – SAFETY AND SECURITY

USATF Requirements:

- 1) Bidder must ensure the safety of all athletes, officials, and spectators at the Championships.
- 2) Bidder must arrange for the appropriate number of uniformed security personnel to be available along the course and at the start and finish lines for the Championships.
- 3) Bidder shall contact and coordinate with local, state, and federal law enforcement agencies to ensure the safety of all participants in, and spectators at, the Championships.
- 4) Bidder shall consult with USATF with respect to security arrangements, and the recruitment, staffing, coordination, and placement of uniformed security personnel at all key venues used for the Championships, including hotels.
- 5) Bidder's security plan shall take into account U.S. Homeland Security agency terrorist alerts, the prevention of criminal activity, and the potential for unexpected weather conditions. All costs associated with providing such security shall be the sole responsibility of the Bidder, except as expressly approved by USATF in writing. Upon request by USATF, the Bidder shall submit a written security plan, at least ninety (90) days before the Championships.
- 6) Bidder shall have an emergency evacuation plan in place for the Championships, to ensure the safety of Athletes, spectators, competition official 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.
- 7) Golf carts or similar vehicles must be provided to transport injured or incapacitated individuals from the Championships course.

Bidder's Initials:

Bidder to Attach the Following:

- 1) Detail of security 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.
- 3) The successful bidder shall be aware of and act in accordance with USATF's Emergency Response Plan, which can be found in the Policies page of the Governance section of the USATF website.

PART XVIII – MEDICAL

USATF Requirements:

- 1) Bidder shall ensure that adequate medical services are available to provide emergency medical services to Athletes, spectators, and competition officials during the Championships. Bidder's Operating Plan shall detail the arrangements for: (1) the availability of a defibrillator or defibrillators at the Course; (2) availability of EMT services including ambulance(s), (3) the proximity of hospitals within a twenty (20) mile radius of the Course; and (4) the availability of athletic trainers, massage therapists, and necessary beverages (water and sport performance) for Athlete consumption.
- 2) The Bidder shall also secure licensed medical professionals – including the recommended minimum of one physician per day – to be "on call" at the course during Championships.
- 3) Bidder shall ensure that adequate medical services are available for the duration of the Championships, which should be based on the size of the event. For example: at events with large numbers of competitors, an appropriate number of physicians, Emergency Medical Technicians (EMT), equipped ambulance, personnel trained in CPR and athletic trainers should be on site. For events with a small number of competitors, some of these services can be on call - as long as the response time is adequately short enough for emergency situations.
- 4) Certified first-aid providers must be on-site at all times to cover the entirety of the Championships course and facilities.
- 5) Vehicles for transporting injured athletes to the medical tent must be provided. USATF's decision on the adequacy of medical services shall be final.
- 6) The successful Bidder should be aware of and utilize the USATF Emergency Response Plan (which can be reviewed in the Policies page of the Governance section of the USATF website.

Bidder's Initials:

Bidder to Attach the Following:

- 1) Successful Bidder's plans for ensuring adequate medical services for athletes and spectators. The adequacy of medical services must be approved by USATF.
- 2) Name and credentials of physicians.
- 3) Name and credentials of athletic trainers, as well as athletic competition experience.
- 4) Name nearest hospital(s) to the Championships course.
- 5) Indicate locations where IV fluids, water, and ice will be available.

PART XIX – ATHLETES

1) Please provide a prize and other athlete funds sheet, including a breakdown of proposed Men’s and/or Women’s National Championship prize funds.

- Do you plan to offer any bonuses? (i.e. Course, American, World, Equalizer, etc.)? If yes, please include.

2) Will you comply with USATF Competition Rule 6.8 and extend invitations to defending open champion(s) (including expenses)?

3) Will you provide travel funds for athletes competing in the Championships?
If yes, please provide amount per athlete and number of athletes.

4) Will you provide room and board to the athletes competing in the Championships?
If yes, please provide total number of athletes and total number of days per athlete.

5) Will you provide a per diem allotment to athletes competing in the Championships?
If yes, please provide amount per athletes and number of athletes.

6) Will you provide a hospitality suite for athletes, staffed by LOC volunteers?

7) Will you provide a pre-race meal for the athletes in the elite field the evening before the race? If so, please provide details of meal (location, menu, time, etc.)

8) Will there be an awards banquet/ceremony or any other activities?
If yes, please describe banquet/ceremony or other activities

PART XXI – DRUG TESTING

If this event is selected for drug testing, Bidder shall be required to provide the following:

- a. *Bidder acknowledges that applicable WA, USATF and USOPC rules may require drug testing at the Championships in accordance with the procedures set forth in WA, USADA and WADA rules and protocols.*
- b. *Bidder shall provide, at Bidders expense, suitable private and legally secure areas, qualified drug-testing chaperones, sealed beverages, and approved snacks at the Course for administration of the drug testing procedures at the Championships.*
- c. *Bidder 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.*
- d. *Doping control shall be administered by USADA in accordance with agreements between and among USATF, the USOPC, WADA an WA.*
- e. *Bidder will work in conjunction with USATF to determine the selection criteria of which athletes will be tested. Unless otherwise agreed upon, all costs of testing are the responsibility of USATF.*
- f. *Bidder to Attach the Following:*
 - 1) *Please provide information on available drug testing facilities and volunteers.*
 - 2) *Please provide contact information for primary point contact for host race Anti-Doping Control.*

PART XXII – LEGAL

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 removal of Championships from Bidder.*
- 2) *Upon award of the Championships, the successful Bidder shall execute a Championships Agreement, which shall set forth any pre-conditions that must be satisfied in order to conduct a successful Championship. If Bidder is unable to sign the Championships Agreement, fails to pay the contract deposit in a timely manner, or fails to execute a formal written agreement related to the conduct of the Championships within one hundred twenty (120) days of the execution of the Bid Award Letter, 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.*

Bidder's Initials:

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 XXIII – ADDITIONAL INFORMATION

Please provide any additional information that you believe will assist USATF in deciding whether to award a National Championship 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 [] 20[], by [], on behalf of [] ("Bidder"), the entity seeking an award from USA Track & Field, Inc. to host the USATF [] Championships (the "Championships").

Bidder hereby represents and warrants that it has thoroughly read and reviewed the foregoing Bid Application Form 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 WA 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 do 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 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.

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 below once this Letter of Agreement is executed by USATF) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the 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 this Letter of Agreement, including but not limited to the Bid Application and Addendums incorporated therein.

The Bid Application and Addendums 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 Letter of Agreement as of the date and year first written above.

EVENT ORGANIZER/BIDDER

X

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 (as outlined in part VI) if Bidder is awarded the USATF 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: Association President (required)

Note: Bids will not be accepted without this completed document.

Addendum "A"
Sample Budget Template

Revenue	
Entry Fees	\$
Sponsorship	\$
Hotel Rebate	\$
Gate Admissions	\$
Concessions/Food Sales	\$
Programs/Results Booklets	\$
Expo Vendor Fees	\$
Merchandise Sales	\$
Other Vendors	\$
TOTAL PROJECTED REVENUE	\$

Expenses	
Rights Fee	\$1,000
Prize Purse	\$
Meet Director	\$
Paid Personnel (ticket takers, office staff, etc.)	\$
Printing (program, credentials, etc.)	\$
Office Supplies/Equipment (copiers, fax machines, paper, etc.)	\$
Awards – Open Division, Individual	\$
Awards – Team Trophies	\$
Competition Bibs, Safety Pins	\$
Hip Numbers	\$
On-Site Communication (walkie-talkies)	\$
Meet Signage (banners, on-field camera signage)	\$
Travel & Housing – USATF Committee personnel	\$
Meals – Officials, Volunteers	\$
Vehicle Rental	\$
Shuttle Transportation	\$
Water, Ice, Towels & Cups	\$
Tents, Tables & Chairs	\$
Portable Restrooms	\$
Ambulance/EMT Service	\$
Athletic Trainers	\$
Security/Police	\$
Golf Cart Rental	\$
Announcers	\$
New Equipment Purchase/Facility Enhancement	\$
Postage/Express Mailings	\$
Travel/Meetings	\$
Facility Clean-Up	\$
Race Advertising	\$
Race Registration Service Fees	\$
TOTAL PROJECTED EXPENSES	\$

Bidder's Initials:

Addendum "B"
Housing & Meal Information

Hotel Information

<i>Hotel</i>	<i># of Rooms in Block</i>	<i>Nightly Rate(s)</i>	<i>Distance to Start/Finish</i>	<i>Complimentary Shuttle to Start/Finish?</i>	<i>Amenities Provided</i>	<i>Nearby Restaurants</i>

Dorm Information

	<i># of Rooms in Block</i>	<i>Nightly Rate(s)</i>	<i>Distance to Start/Finish</i>	<i>Air Conditioning?</i>	<i>Amenities Provided</i>	<i>Nearby Restaurants</i>
<i>Single Room</i>						
<i>Double Room</i>						

Bidder's Initials:

1.0 ADMINISTRATION. LOC undertakes to plan, host and conduct the Championships as a first-class athletics competition, and as a successful sporting event suitable for national television/cable broadcast, if applicable. In furtherance of its obligations hereunder, LOC warrants and represents that it shall undertake the planning, administration and conduct of those aspects of the Championships as more fully detailed throughout this Agreement.

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

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

1.2 Budget and Expenses. LOC shall be responsible for and shall guarantee payment in a timely manner of all expenses related to the conduct of the Championships, except for those expenses otherwise noted in this Agreement or agreed to by the Parties. LOC acknowledges that LOC responsibilities under this section have been a substantial inducement to USATF to enter into this Agreement. In this regard:

2.0 GENERAL OPERATIONS. LOC undertakes to manage and plan the general Championships operations in such a manner as to ensure a first class, high caliber Championships experience for Athletes, coaches, competition officials, sponsors, media, and all other participants. To this end, LOC shall handle the operational needs described below.

2.1 Accreditation. LOC acknowledges and agrees that a credentialing plan may be used to control and restrict access of Athletes, coaches, agents, media, VIPs, guests, and competition officials to designated areas, and to receive certain services (as applicable), including meals, transportation, hospitality, practice course access, field of play access, and doping control access, as applicable. LOC shall be responsible for producing such credentialing plan, with USATF's approval.

(a) Credential Plan. USATF and LOC shall consult and collaborate on development of the credentialing plan, which the LOC will implement, and which must be approved by the authorized representative of USATF and an LOC representative to be named later.

(b) Anti-Doping. 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 Championships credentials.

(c) LOC agrees to abide by the U.S. Center for SafeSport suspension lists. LOC shall not request Championship credentials to any individual currently listed on any U.S. Center for SafeSport suspension list. Individuals who appear on the current suspension list are prohibited from receiving credentials. A copy of the most current suspension list, which is updated periodically, can be found on the U.S. Center for SafeSport website. LOC is responsible for checking the most current list of doping and SafeSport suspensions prior to requesting any event credentials.

3.0 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.

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. 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.

4.0 COMMERCIAL RIGHTS. LOC acknowledges that USATF owns all revenue sources, including all commercial rights to the Championships, including merchandising, 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 throughout this Agreement. Furthermore, Local Revenue rights may be granted to LOC that include presenting or title sponsorship or television-visible field of play signage for the Championships, but only upon mutual agreement of the duly authorized representative of the Parties. To the extent that USATF approves, and LOC can generate any Local Revenue specifically for the Championships, USATF shall be entitled to receive seventeen percent (17%) of the gross amount from said Local Revenue.

4.1 Media Rights. USATF owns all Media Rights. Notwithstanding the foregoing, and only 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 with certain agreed upon rights. LOC agrees to work in conjunction with the USATF media team to ensure that USATF has the necessary access to broadcast the Championships. LOC agrees to work in conjunction with the USATF media team so that the LOC television and/or radio stations broadcasting will not interfere with USATF's broadcasting opportunities.

4.2 USATF Sponsors. LOC acknowledges that USATF has legally binding contractual commitments to USATF Sponsors. LOC will place USATF specific signage, as is requested and mutually agreed upon by both Parties, but is not required to place USATF sponsor signage at the Course, headquarters and Athlete hotels. USATF may request at USATF expense and mutual agreement on location to place course signage as well. USATF acknowledges that LOC may have similar sponsor relationships. USATF and LOC agree to cooperate with regard to their respective sponsors' activation in association with the Championships and Host Event. LOC acknowledges that any conflicting LOC sponsors may not associate with the Championships in any way. A list of USATF's current national sponsors and Protected Categories are contained in the Bid. If USATF and LOC mutually determine that either Party's sponsor signage is acceptable at the Host Event or Championships (as the case may be), any required USATF Sponsor signage will be provided at no cost to the LOC and LOC Sponsor signage will be provided at no cost to USATF. In addition, USATF reserves the right to name additional sponsors or suppliers and augment the list of Protected Categories at any time. LOC shall contact USATF to verify the current status of USATF's sponsor list and Protected Categories. LOC shall cooperate and consult with USATF to ensure that USATF Sponsor contractual obligations are met, when possible. It is expressly understood by all Parties that all signage relating to the Championships in and around the adjoining areas of the Course are controlled by USATF, except for the existing Host Event sponsor signage.

4.3 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.

4.4 Event Expo. LOC may, in consultation and with the express written approval of a duly authorized representative of 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 a 20'X40' exposition space, in a prime location, free-of-charge. USATF shall also be provided, at USATF's expense, additional exposition space for other USATF initiatives, as reasonably requested and if available at the time it is requested. 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. A rate card for exposition space and services should be provided upon signing of agreement. LOC shall consult with USATF with respect to the exposition area needs of USATF and USATF Sponsors.

4.5 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") for the Championships. If applicable, such Event Program shall include or provide for the following:

- (a) one free full-page advertisement within the Event Program for USATF and pricing to purchase additional pages, if requested.
- (b) delivery to USATF, free-of-charge, of up to 25 Event Programs, 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.

4.6 National and Local Marketing. USATF shall conduct and control all national marketing and promotion related to the Championships. LOC shall conduct, subject to USATF 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.

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

4.8 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 approved in advance by USATF and consistent with USATF's legal obligations to USATF Sponsors. LOC's commitments to donors shall not supersede or displace USATF Sponsor benefits.

4.9 Use of USATF Designated Marks. Subject to USATF's prior approval, and the language herein, USATF hereby grants LOC a limited license to use the USATF Designated Marks in connection with promotion and/or advertising related to the Championships and for no other reason whatsoever; provided, however, that LOC shall not use any USATF Designated Marks or USATF Trademarks in connection with any merchandise, apparel or any similar product without the express written consent of a duly authorized representative of USATF, which may be withheld at USATF's sole discretion. USATF may revise the USATF Designated Marks from time to time as it deems appropriate. LOC shall have no rights to any other USATF Trademarks. 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 USATF Trademarks, including all USATF Designated Marks, or authorize USATF Trademarks, including all USATF Designated Marks, to be used or exploited, in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of USATF, nor in any manner that is contrary to applicable laws. In any event, no Local Sponsor shall:

- 4.9.1 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.
- 4.9.2 state that USATF has endorsed, selected or approved of any of its products and/or services;
or
- 4.9.3 use any USATF Mark or name except the USATF Designated Marks, or as otherwise approved 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 day of the Championships. USATF shall create, design and own the Championships logo ("Championships Logo") which shall be used 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 become the sole property of USATF and all LOC rights or license to use such designs, logos, trademarks and trade names shall terminate on the dates and times noted above in this section.

4.10 Protection of Media Rights. USATF recognizes that LOC may have a preexisting sponsorship for broadcasting of the Host Event. LOC will not take any steps that restrict in any way USATF's or any broadcaster's ability to webcast or broadcast the Championships, including providing clear access to USATF and its broadcaster to the start/finish line, mixed zone, and athlete warm-up and recovery areas. LOC shall use its best efforts to coordinate with USATF and its broadcasting needs to broadcast the Championships. LOC shall not be responsible for any costs associated with USATF's decision to broadcast the Championships. USATF will ensure that all media broadcasting access requests are made within a reasonable time prior to the event and must be made at least sixty (60) days prior to race day if these requests may be met. LOC understands that all photographs, videotape, and other audio and/or visual recordings that include Championship ONLY materials are owned by USATF and may not be used by any party without prior written approval by a USATF member. LOC will ensure that: (a) film, television, and other media crews, other than those of an official broadcaster, are not permitted access to the sites of the Championships during the events and preparations therefor without the USATF's prior written approval, and (b) credentials to the Championships include language on the back thereof restricting the use of photographs, videotape, and other audio and/or visual recordings to noncommercial purposes. The credential back language will be provided by USATF. Additionally, 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 of said photographs, videotape and other audio and/or visual recordings, without the prior written consent of USATF. Media will be given access to the sites of the Championships and/or Host Event 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. In the event USATF approves the access of a film, television, or other media crew to the sites of the Championships and/or the Host Event, USATF shall own all Media Rights regarding the Championships. Accordingly, USATF shall have the perpetual and non-exclusive right to distribute, transmit, exhibit, exploit, duplicate, promote, advertise, perform and telecast such footage via all means and media now known or subsequently developed on a live and/or delayed basis, without limitation as to the number of uses. USATF will, upon receipt of written request from LOC and written approval from a duly authorized representative of USATF, grant LOC a limited license to use such footage to publicize and promote LOC, or any of its events, activities or businesses, provided such use is not for commercial purposes.

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

6.0 INDEMNIFICATION.

6.1 To the extent permitted by law, LOC at its expense, shall defend, indemnify and hold USATF and the World Athletics, and the USOPC, their respective officers, directors, employees, members, staff, sponsors, volunteers, agents and assigns (sometimes referred to individually as an "Indemnified Party") harmless from any and all causes of action, claims, demands, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which LOC is responsible arising out of or related to this Agreement including, without limitation, injuries or death to spectators, athletes or officials and property damage. In addition, LOC shall also indemnify the respective Indemnified Party for LOC's: (i) use of USATF Trademarks, World Athletics or USOPC 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. USATF shall have the right, but not the obligation, to participate in the defense of the claim and with counsel of its choosing.

6.2 USATF, at its expense, shall defend, indemnify and hold LOC its respective officers, governors, directors, employees, volunteers, and agents (collectively "LOC") harmless from any and all third party claims, causes of action, claims, demands damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements but excluding all consequential losses and losses of profit ("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 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 claim. 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 greater of the rights fee stated in the Bid above or twenty-five thousand dollars (\$25,000).

6.3 Each indemnification is conditional upon the indemnifying Party being given notice as soon as practicable of any event likely to give rise to a claim or liability, the right to control the defense of such claim (to the extent the indemnifying Party assumes responsibility for the outcome of the claim) and the full cooperation of the indemnified Party in doing so. Notwithstanding the foregoing, if and to the extent that any claim involves the ownership or use of USATF Trademarks, the USOPC identifications, or any other Olympic marks in the United States, USATF and/or the USOPC, as applicable, shall have the right to control the defense of such claim without forfeiting its right to indemnification.

7.0 DISPUTE RESOLUTION. 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 New Era Alternative Dispute Resolution (New Era) . 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 New Era (as the same may be in effect at the time of the dispute). The substantive law to be applied shall be the law of the United States of America and the State of Indiana without regard to conflict of laws principles. The costs of the arbitration shall be borne equally between the Parties unless the arbitrator decides otherwise. The proceeding, including the making of the award shall be held at a location agreed by the Parties or, in the absence of agreement, at a location in Indianapolis, Indiana designated by the arbitrator. The decision of the arbitrator shall be final and binding upon the Parties except as otherwise provided in the Federal Arbitration Act and the Commercial Rules of the New Era . 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.

8.0 TERMINATION. In the event that LOC fails to perform its obligations under this Agreement in a timely manner then USATF may terminate this Agreement and withdraw LOC's right to conduct the Championships, by delivering written notice to LOC, which notice shall (a) detail the nature of its breach of its obligations under this Agreement, and (b) state that this Agreement will be terminated unless LOC remedies such breach within ten (10) days after its receipt of written notice from USATF. If the date of USATF's notice of breach is within One Hundred and Twenty (120) days of the published date of the Championships, then LOC shall have only five (5) days to cure its breach, prior to USATF's ability to exercise its right of termination. USATF will not have any obligation to LOC upon termination of this Agreement hereunder, or under Section 18 below. Upon the expiration or termination of this Agreement for any reason, LOC shall cease all use of USATF Designated Marks 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.

9.0 FORCE MAJEURE. "Force Majeure Event" shall mean the COVID-19 pandemic or any act, event or condition which is beyond the reasonable control of a party, which includes, but is not limited to: (a) acts of God, including fire, flood, earthquake, windstorm or other natural disaster; (b) the act of government or governmental authority; (c) power failure, failure of telecommunications lines or satellite transmission, or failure or breakdown of plant, machinery or vehicles operated by a third party; (d) strike, lockout, or major athlete boycott (other than by Sponsor or USATF's employees or subcontractors); (e) actual or genuine threat of the war, armed conflict, terrorist attacks public civil war, disturbance or unrest, explosion, nuclear, chemical or biological contamination; (f) a state of emergency (declared or threatened) affecting any event or circumstance; and (g) a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind; or (h) any actual or threatened epidemic, pandemic, or other disease, virus, sickness or outbreak which could, in either party's reasonable determination, put at risk and/or could endanger the health, safety or wellness of either party's employees, subcontractors, third party personnel, the general public, or consumers/participants, regardless of geographic location, or for any other reason such that a USATF season does not commence when regularly scheduled or is subsequently cancelled or suspended, or Event is cancelled and not rescheduled (each, a "Force Majeure Event") if either party is unable to perform or is precluded from performing any of its obligations under this Agreement due to a Force Majeure Event, such party shall have the right to terminate this Agreement by giving the other party written notice of such termination and the nature of such qualifying Force Majeure Event. If a party terminates this Agreement due to a Force Majeure Event, the affected party's nonperformance of its obligations shall not be deemed a breach of this Agreement.

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

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

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

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

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

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

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

10.7 USATF expressly disclaims any representation or warranty that the Championships will take place or be conducted as currently planned. The Parties agree that this Agreement is independent of the Championships and shall not be affected by the cancellation, modification and rescheduling of the Championships or any other actions or inactions affecting said Championships.

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

11.1 It will comply with all applicable WA and USATF Rules and Regulations, 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.

11.2 It is duly organized as further described in the Bid.

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

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

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

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

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

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

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

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

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

12.3 In the event of a conflict between the terms of this Agreement and the terms of 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.

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

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

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

12.7 Except as provided above in this Agreement, this Agreement, as defined in Section 1.0(a) above (specifically including all appendices and the Bid attached hereto and thus incorporated herein and any modifications agreed to in the Site Evaluation), 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. To the extent that there is a conflict or inconsistency between the terms in the body of this Agreement, the terms of this Agreement will be determinative in resolving such conflicts among the documents, unless specifically stated otherwise in this Agreement.

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

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

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

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

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

12.13 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.

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

with copy to: USA Track & Field, Inc.
ATTN: General Counsel
130 East Washington Street, Suite 800
Indianapolis, Indiana 46204
Phone: (317) 713-4653
Fax: (317) 261-0514

LOC: To the address listed in the Event Organizer section in 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.

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

14.1 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.

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

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

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

15.0 CONFIDENTIALITY. To the extent permitted by law, LOC and USATF will treat any and all information gained through the performance of its obligations hereunder in a confidential manner. Parties 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 the other, 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.

16.0 ASSIGNMENT. LOC shall not assign or delegate any of its rights, duties or responsibilities hereunder to any other entity without the prior written express approval of a duly authorized representative of USATF. No assignee of LOC permitted by USATF shall receive the right to further assign or delegate any of the rights, duties or responsibilities accepted by any such assignee from LOC without the prior written express approval of a duly authorized representative of USATF.

17.0 SAFE SPORT POLICY. USATF strives to create an environment that is safe for athletes and free from misconduct, including particularly bullying, hazing, emotional misconduct, physical abuse and sexual abuse. Accordingly, LOC, or any of LOC's principals, employees, agents, volunteers or contractors engaging with, providing services to or otherwise supporting, directly or indirectly, any USATF identified athlete, including, without limitation, by providing services to the Championships or to specified athletes or teams, agrees to perform Services in accordance with USATF's Safe Sport Requirements and Policies, as described in Exhibit S of this Agreement. LOC represents and warrants that it has provided and will provide copies of these policies to each of LOC's principals, employees, agents, volunteers and contractors providing services, as applicable.

EXHIBIT S

SAFE SPORT REQUIREMENTS AND POLICY

USA Track & Field has been committed to creating a culture that clearly advocates, and provides for, a safe environment in which our athletes compete and train. We believe this is paramount to the success of all our programs.

For the safety of our athletes, particularly our youth athletes, as well as all our member participants, USATF adopted the USATF Safe Sport Program back in 2014. Safe Sport at USATF aims to prevent sexual misconduct and abuse, bullying, hazing, harassment, physical abuse, and emotional abuse, in the sports of LDR, racewalking, and track and field. Our goal is to create a clear culture of awareness to protect the participants in our sports at all levels.

USATF's Safe Sport Program includes elements of governance, advocacy, education and communication, and compliance and monitoring. Additionally, an important aspect of USATF's Safe Sport Program is the requirement that certain individuals within USATF be USATF 3-Step Safe Sport Compliant. USATF currently requires members of the following groups to be USATF 3-Step Safe Sport Compliant: including, but not limited to, USATF National Office Staff, USATF Board of Directors, USATF registered coaches, club coaches, USATF certified officials, authorized athlete representatives, delegates, club leadership (i.e. club presidents, administrators, secretaries, coaches, etc., Association Safe Sport Volunteer Coordinators, and anyone with a role assigned to them on USATF Connect), National Team staff and other selected personnel, National Team Athletes, National Committee Chairs, Association leadership, Youth Executive Committee members, AAC Executive Committee members, AAC Event Leaders, contractors/vendors with access to athletes, and any other adult who has Authority and/or Regular Contact over athletes.

In order to be USATF 3-Step Safe Sport Compliant, these individuals must: 1) have a current USATF membership, 2) successfully complete the appropriate annual USATF background screen (which includes acknowledgement of the USATF Safe Sport Handbook and an agreement to abide by the respective code of conduct), and 3) successfully complete SafeSport Trained Core course, before having contact with athletes.

In accordance with our stated policy:

If an individual **has regular contact** with athletes:

1. USATF requires meet volunteers, workers, and staff that have regular contact with or access to athletes to be USATF 3-Step Safe Sport Compliant (as described above) at least two weeks prior to the start of the event. Additional information about this program can be found on our website.
2. If event is using vendors that have access to athletes, USATF expects such vendors to be held to the same safeguards. For example, this would occur if event is using face painters, DJs, balloon twisters, etc. that are working as independent contractors and not under the purview of this Agreement.

If an individual **does not have regular contact** with athletes:

1. USATF requires meet volunteers, workers, and staff that do not have regular contact with or access to athletes to obtain a USATF membership and complete the SafeSport for Volunteers training at least two weeks prior to the start of the event.
2. If event is using vendors that do not have access to athletes, USATF expects such vendors to be held to the same safeguards. For example, this would occur if event is using food trucks, custom apparel vendors, etc. that are working as independent contractors and not under the purview of this Agreement.

All individuals working and/or volunteering at the event shall refrain from all forms of misconduct, which include without limitation:

- a. All forms of sexual misconduct, including child sexual abuse;
- b. Emotional misconduct;
- c. Physical misconduct;
- d. Bullying;
- e. Harassment;
- f. Hazing; and
- g. Any other policy or provision contained in USATF's Safe Sport Handbook

1. It is a violation of USATF's Safe Sport Handbook if an event volunteer, worker, and/ or staff knows of misconduct, but takes no action to intervene. Coaches, officials, volunteers, and other meet workers are required to immediately report violations of USATF's Safe Sport Handbook and suspicions or allegations of child physical or sexual abuse.

2. USATF requires allegations or suspicions of sexual abuse, harassment, and misconduct to be immediately reported to the U.S. Center for SafeSport at <https://uscenterforsafesport.org/report-a-concern/>, and local law enforcement, if applicable.
3. USATF requires allegations or suspicions of bullying, hazing, harassment, physical abuse and misconduct, and emotional abuse and misconduct to be immediately reported to USATF at <https://www.usatf.org/safe-sport/reporting-a-safe-sport-complaint>.
4. The event director shall ensure that adequate safety and security services are available for the duration of the event.

The event director shall provide the following:

A list of meet volunteers must be provided to the National Office via email at safesport@usatf.org in advance of the start of the event to ensure USATF Safe Sport Compliance is met. This list is to be updated on an ongoing basis as volunteers are acquired for the event. For example, a Google Sheet/Doc may be shared with safesport@usatf.org that contains a list of names of each volunteer, that USATF can monitor for USATF membership registrations, USATF background screen completions, and SafeSport training completions.

USATF's Safe Sport Policy is in accordance with the United States Olympic and Paralympic Committee's Safe Sport Policy and the U.S. Center for SafeSport's SafeSport Code. For additional information regarding a sanctioned event workers' obligations and reporting requirements under USATF's Safe Sport policy, please visit <https://www.usatf.org/safesport/reporting-a-safesport-complaint> and www.uscenterforsafesport.org.