USATF MASTERS INDOOR CHAMPIONSHIPS

BID APPLICATION

For assistance in completing this bid application, please contact Adam Schmenk and/or Rex Harvey (contact information below). Upon completion, please forward bid with supporting materials to the following:

Adam Schmenk
adam.schmenk@usatf.org
Managing Director of Events & Entertainment Properties, USATF
130 E. Washington St., Suite 800
Indianapolis, IN 46204
(317) 713-4686

Rex Harvey
MTFChair@gmail.com
Chair, USATF Masters Track & Field Committee
6285 W. Blue Canyon Rd.
Prescott, AZ 86305
(440) 339-5688

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

The bid submission deadline is sixty (60) days prior to the Annual Meeting at which the bid is considered or unless otherwise notified by the USATF Masters Track & Field Committee.

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

1. *included all requested information and attachments*
2. *obtained all necessary signatures*
3. *consulted with the local USATF Association and obtained its acknowledgement as required below*
4. *read and understand the Bidder Letter of Agreement (included in this application) and "About the Bidding Process" found in the Events section of the USATF website.*

PART I – NATIONAL CHAMPIONSHIP EVENT(S) SOUGHT

- ☐ *2020*
- ☐ *2021*
- ☐ *2022*
- ☐ *2023*
- ☐ *USATF Masters Indoor Championships*

PART II – PRINCIPAL CONTACTS

Bid Submission Date:

Event Site:

Event Organizer/Bidder:

Contact Name:

Address:

Telephone (W):

Telephone (C):

Fax:

Email:

Website Address:

Event Director (if different from above):

Contact Name:

Address:

Telephone (W):

Telephone (C):

Fax:

Email:

Website Address:

Facility Director (if different from above):

Contact Name:

Address:

Telephone (W):

Telephone (C):

Fax:

Email:

Website Address:

PART III – BID AWARD PROCESS

The USATF Masters Indoor Championships will be awarded at the USATF Annual Meeting or upon the discretion of the Masters Track & Field Committee. Site selection will be made from among those fully and properly completed Bid Applications. Finalists will be recommended by the Masters Track & Field Committee and will be awarded by a majority vote of the Masters Track & Field Committee delegates present at the session of the Annual Meeting at which the vote is taken. The bid submission deadline is 60 days prior to the Annual Meeting at which the bid is considered 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 Letter, 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 Letter, 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-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 be asked to 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 – MASTERS TRACK & FIELD CHAMPIONSHIPS GAMES SUB-COMMITTEE

The Masters Track & Field Games Sub-Committee shall work with the successful Bidder to conduct a successful Championship. The Games Committee is responsible for approving the schedule of events, overseeing the conduct of the Championships, timing and scoring (Hy-tek), and working with the successful Bidder in the conduct of the Championships. The Games Committee is comprised of two (2) individuals.

USATF Requirements:

1) *Pre-selection site visit: Bidder shall provide transportation to and from its respective home city, the airport and the hotel, the hotel and competition facilities, as well as meals and hotel rooms for one (1) pre-selection site visit by one (1) representative of the Masters Track & Field Championships Games Sub-Committee or the Masters Track & Field Site Selection Committee.*
2) *Post-award site visit: Successful Bidder shall provide transportation to and from its respective home city, the airport and the hotel, the hotel and competition facilities, as well as meals and hotel rooms, for one (1) post-award site visit by up to two (2) representative of the Masters Games Committee or the Masters Site Selection Committee.*
3) *Ground Transportation/Housing/Meals: Successful Bidder must provide one (1) full-size rental car, and one (1) minivan, hotel rooms and meals (or per diem) for use by the Masters Track & Field Championships Games Sub-Committee and USATF staff, during the Championships. The hotel rooms shall be double occupancy with the exception of the Chair of the Committee or Subcommittee. LOC shall provide meeting rooms in which meetings may be held during the championships.*

Bidder's Initials:

PART V – EVENT DETAILS

Event Site:

Proposed Event Dates:

Alternate Dates:

Bidder to Attach the Following:

1) *A history sheet listing previous Association, Regional, National, or other Championships held at the proposed facility.*
2) *A diagram of the track and surrounding facilities showing the layout (including surveys of applicable track & field areas). Indicate location of athlete check-in, field event areas, aid and medical stations, finish line, toilet facilities, and media facilities (if applicable).*
3) *An entry form for a previous track & field event conducted by Bidder (if any).*

PART VI – ASSOCIATION

1) *Local Association:*

President Name:

Telephone:

Fax:

Email:

Visit the Associations section of the USATF website to locate the USATF Association in your area.

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

3) *Obtain Association's signature on attached Acknowledgement Form.*

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) *Contract Deposit:*
   Bidder shall provide a five thousand dollar ($5,000) contract deposit, refundable in whole or part, pursuant to the terms of the 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 two thousand dollars ($2,000).
3) *Financial Contribution:*
   Each Bidder is encouraged, but not required, to make a financial contribution to support Masters Track & Field programs.
4) *Formal Agreement:*
   The successful Bidder will be required to execute a formal Championships agreement.
5) *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.
6) *Financial Report:*
   Within sixty (60) days of the conclusion of the Championships, the successful Bidder will be required to prepare a complete financial accounting of the Championships and submit it to USATF's Finance Department.
7) *Sponsorships:*
   Successful Bidder may only contract with sponsors, suppliers, or vendors approved by USATF. This approval must be obtained in writing. No sponsor, supplier, or vendor may associate itself with the Championships, the Championships name, or the Championships logo, if any, without the express written approval of USATF. See "USA Track & Field Official Sponsors and Suppliers" for reference.
8) *Championships Logo, Promotions and Advertising:*
   USATF will provide the preapproved National Championship Logo to the successful Bidder once the official bid document is signed and approved by USATF. The Logo will include the full championship name, USATF Logo, host city, and year. The Logo may not be altered. Bidder must secure USATF approval on all logo placements. Bidder shall consult with USATF to optimize public awareness and must submit logo use to USATF for approval.
9) *Internet/Web Rights:*
   USATF owns all internet/web rights to Championships. USATF's web site shall serve as the official source of/portal for all Championships information (entry information and forms, eligibility, schedule of events, athlete information, travel, results, etc.). The USATF web site shall be the sole source of results information. LOC may provide a link from its web site to Championship's official information on the USATF web site. USATF will provide a link back to LOC web site with respect to certain relevant other information and event-related communication.
10) *Broadcast Rights:*
    USATF owns all broadcast rights (television, radio, internet, etc.) to the Championships. USATF may, in its sole discretion, enter into a limited licensing agreement with the successful Bidder with respect to certain broadcast rights. Successful Bidder shall make best efforts to prevent any webcast or other such video distribution conducted by spectators, participants, working media, or any other third party unless such activity is approved by USATF.
11) *Entries:*
    All entries into the Championships, whether submitted electronically or on paper entry forms, shall be processed via the USATF web-based Event Entry System. A transaction fee of 4.3% + $1 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 successful Bidder. The successful Bidder may develop a paper entry form for use by athletes to enter the championships. The entry form shall be submitted to the USATF Director of Events for approval prior to being distributed to athletes. Entries submitted via the paper entry form are not assessed the 4.3% + $1 transaction fee. USATF shall retain five thousand dollars ($5,000) from the Championships entry fees, which sum shall be remitted to successful Bidder upon fulfillment of all terms of final Agreement.

12) *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 containing the Championship Logo at the Championship event. Bidder acknowledges that all merchandise sales containing USATF Trademarks, to include the Championship Logo, shall be subject to royalties of twelve percent (12%) of retail price. 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. 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.

13) *Non-Merchandise/ Concession Sales:*
Revenue from non-merchandise concession sales will be retained by the successful Bidder.

14) *Exposition area:*
Successful Bidder may create an exposition area provided that USATF and USATF sponsors and suppliers are given free space in prime locations. Bidder will retain revenue from exposition booth rental.

15) *Medals & Awards:*
USATF is financially responsible for all medals, awards and related materials. USATF is responsible for ordering and shipping all medals, plaques and patches to the successful Bidder.

16) *Competition Bibs:*
The successful Bidder is financially responsible for the cost of the competition bib numbers to be worn on the front of the Championship participants and the age division bib numbers to be worn on the back of Championship participants. USATF is responsible for ordering and shipping all bibs to the Bidder. Bib designs will be approved by both USATF and the successful Bidder.

17) *Hip Numbers:*
Bidder is responsible for ordering sufficient quantities of hip numbers to conduct the Championships.

18) *Insurance:*
Bidder shall obtain General Commercial Liability insurance with an insurance company or companies acceptable to USATF, which shall provide liability coverage with a limit of not less than one million dollars ($1,000,000) per occurrence and ten million dollars ($10,000,000) excess coverage. Bidder shall secure adequate additional insurance coverage extending to automotive, worker's compensation and Directors and Officers Liability. Bidder shall indemnify USATF against liability for claims or losses resulting from Bidder's uninsured acts or omissions.

19) *Event Sanction:*
Successful Bidder agrees to obtain a USATF sanction for the Championships, regardless of whether it secures event insurance coverage through USATF.

20) *Admission Fees:*
It is encouraged that admission to the facility is complimentary but a fee of up to four dollars ($4) per day may be charged for spectators. Complimentary admission must be provided for all athletes, officials, USATF Games Committee, USATF staff, and USATF VIP.

Bidder's Initials:

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, Directors' and Officers', Automotive Liability, Workers' Compensation, and other insurance policies will be required with limits and policy details to be determined. (Note: General Commercial Liability Coverage is provided with a USATF sanction.*
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 facility, 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 Alejandra Diaz-Labrecque, Associate Director of Sales and Marketing, at alejandra.labrecque@usatf.org or (317) 713-4675.

USATF SPONSORS	*PRODUCT CATEGORY*
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.*
Garden of Life	*Protein powders, protein bars, protein shakes and probiotics.*
Hershey	*Chocolate and non-chocolate confectionery (including but not limited to chocolate, non-chocolate and sour candies; stick and non-stick gum, mints and other breath fresheners); Snack Nuts, Chocolate spreads, peanut butter and other nut butters; Dessert toppings and ice cream toppings; Milk Modifiers (including chocolate syrup and cocoa powders but not including chocolate milk); and Baking Products (including but not limited to baking chips and baking cocoa).*
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)	*Recruiting services*
Toyota	*Vehicles and Mobility, including, but not limited to the following: 9i) 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.*

USATF SUPPLIERS	*PRODUCT CATEGORY*
Gatorade	*Sports performance beverage, enhanced water*
KT Tape	*Kinesiology tape; elastic sports and fitness tape and related recovery products designed for muscle, ligament and tendon pain relief and support.* *Medical care and sports medicine; and sports performance services including performance training, performance nutrition, and performance psychology*
St. Vincent Sports Performance	*Track & Field equipment and training equipment*
United Canvas & Sling (UCS)	*Track & Field equipment and training equipment*
Normatec	*Sports recovery technology*

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 and spectators, up to seven (7) days prior to Championships.*
3) *Successful Bidder shall provide free double occupancy housing for the Masters Games Committee and a free single occupancy room for the Masters Track & Field Chair.*
4) *Successful Bidder must ensure that adequate eating establishments or food service arrangements will be available for participants and spectators at the Championships.*
5) *Successful Bidder shall coordinate an athlete meeting that will happen after competition on a day decided by the Masters Track and Field Games Sub-committee.*

Bidder's Initials:

Bidder to Attach the Following:

1) *List the names of hotels or other properties that will participate in your proposed Championships housing plan, the number of rooms available for participants at the particular hotels and/or properties, proposed rates (with or without meals) for singles, doubles, triples, suites, etc. Indicate distances from track & field facility. See attached Housing & Meals template.*
2) *Name of headquarters hotel and indicate meeting rooms available for USATF use, if necessary.*
3) *Is other housing available near the track & field facility at varied rates?*

   ☐ *YES* ☐ *NO*

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 track & field facility, costs per room (with or without meals), type of room, number of persons per room, and whether climate control systems are available in each room (i.e. air-conditioning, heat, etc.) If bathrooms are shared, indicate how they are shared. (Note: On-campus housing should be a secondary housing resource. However, such housing is adequate for some athletes, officials and others, may desire these accommodations.)*
5) *List eating establishments within easy walking and driving distances of all proposed housing properties submitted. Specify restaurant dining hours.*
6) *Please indicate, if any, hospitality arrangements are planned. If yes, please describe:*

   ☐ *YES* ☐ *NO*

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 must provide complimentary adequate parking arrangements at the competition site for the athletes, the Committee members, USATF staff and any VIPs designated by USATF.*

Bidder's Initials:

Bidder to Attach the Following:

1) *Name all airlines servicing the local airport(s) and the number of flights in and out of host city each day. List 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 & 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.*
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, 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 Integrated Marketing Communications Department prior to engaging in any promotional or advertising activities.*

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 track & field competition. Such facilities and equipment include:

Track & Field Facilities and Equipment:

1) *200m, six-lane, synthetic, track & field facility that meets IAAF requirements and complies with USATF Comp. Rule 212.*
2) *Separated and secure clerking area with tables.*
3) *Adequate separation for perimeter of field event venues and the start and finish lines to provide the safest environment.*
4) *Adequate bathrooms must be available throughout track & field facilities.*
5) *Separated secure area for medal pickup/distribution.*
6) *Press facilities that include internet access (wireless access is preferred).*
7) *Scoreboard for simultaneous track results display is preferred but not required*
8) *Sign board indicators for each field event, if not provided by USATF equipment supplier*
9) *One (1) set of twelve (12) quality starting blocks, if not provided by USATF equipment supplier*
10) *Two (2) high jump pits at the track & field facility*
11) *Two (2) long jump pits*
12) *One (1) pole vault pit*
13) *Two (2) throwing rings that can be used for simultaneous competition. One (1) must have an approved cage for the weight throw.*
14) *Meet implements for each age category: USATF or USATF equipment supplier will provide the implements. The successful Bidder will be responsible for covering cost of shipping implements to/from the host city.*
15) *Hurdles with counter balance sufficient for eight (8) competitors, including forty (40), 27-inch hurdles. If the successful bidder does not have 27-inch hurdles, USATF will provide them. The successful Bidder will be responsible for covering cost of shipping the hurdles to/from the host city. The USATF equipment supplier may provide official meet hurdle boards.*
16) *The successful Bidder will be responsible for $2000 of the Championships timing expense.*
17) *High-speed printer and copier for heat sheets and results.*

Event Management Support Requirements:

1) *Athlete packet pick-up facilities at the track facility (after start of competition).*
2) *A minimum of fifteen (15) walkie-talkies for USATF Masters Games Committee and USATF Staff during the duration of the competition*
3) *USATF media is permitted to obtain and use any photos taken of the Championships for pre-Championships and post-Championships publicity in official USATF Media.*
4) *Wireless capabilities*
5) *One (1) high speed copy machine with toner, paper and supplies*
6) *Designated areas must be provided for the following activities/functions with ample dimension requirements, tables, and chairs:*
    a. *Packet Pickup*
    b. *Clerking/Hipping area for running events*
    c. *Medical*
    d. *Announcers (near the finish line)*
    e. *Timing crew*
    f. *Awards*
    g. *USATF Masters Games Committee and meet management*

**Race management and press operations must have electricity, backup power, copier, telephone, and wireless access.*

Bidder's Initials:

Bidder to Attach the Following:

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

PART XIV – MEET MANAGEMENT

USATF Requirements:

1) *Competition Rules: The Competition Rules of USATF shall govern the conduct of the Championships.*
2) *Championship Oversight:*
   The Masters Track & Field Committee Chair, in consultation with the Masters Track & Field Championships Games Sub-Committee, shall be the final authority on all decisions concerning the conduct of the Championships. All Championship competition issues shall be the purview of the Masters Committee Chair. The Masters Committee Chair may designate a person or persons to exercise decision-making authority on his or her behalf.
3) *Championship Schedule:*
   The championship schedule will be developed by the USATF Games Committee in consultation with the successful bidder.
4) *Entry Form, Fees, and Deadlines:*
   The official online entry form shall be created using the USATF web-based Event Entry System while the entry deadlines will be determined by the Masters Track & Field Committee. A paper entry form may be developed by the Bidder and submitted to the USATF Director of Events for written approval prior to being distributed. Competition entry fees are proposed by the Bidder and approved by the USATF Masters Track & Field Chair.
5) *Meet Program:*
   Bidder shall provide a draft of the proposed required Championships program, including the event schedule which shall include start times for each event according to age divisions, to the Masters Track & Field Championships Games Sub-Committee and the USATF Events Department for approval, at least ten (10) days prior to the event.
6) *Competition Bibs:*
   USATF will order the competition bibs (front of singlet) and age division bibs (back of singlet), providing to LOC after the close of entries and before competition. Competition bibs are the financial responsibility of the successful Bidder.
7) *Hip Numbers and Starter Shells:*
   Bidder is responsible for ordering sufficient quantities of hip number and starter shells to conduct the Championships.
8) *Competitor's List:*
   USATF will provide a competitor list to the Masters Track & Field Championships Games Sub-Committee, including late entries, prior to start of the Championships. The Masters Games Committee will assign heats, age groups and numbers.
9) *USATF Sanction:*
   Bidder shall obtain a USATF sanction for the Championships and shall have in place General Commercial Liability insurance with an insurance company or companies acceptable to USATF, which shall provide liability coverage with a limit of not less than one million ($1,000,000) dollars per occurrence and ten million ($10,000,000) dollars excess coverage. Bidder shall secure adequate additional insurance coverage extending to automotive, worker's compensation and Directors and Officers Liability. Bidder shall indemnify USATF against liability for claims or losses resulting from Bidder's uninsured acts or omissions.
10) *LOC Preparation/Observation:*
    Bidder must send representatives of its Championships management team, as observers, to the prior year's Master Track & Field Championships.
11) *Records:*
    The Masters Track & Field Championships Games Sub-Committee is responsible for the identification, processing, and forwarding of all American and world records set at the national meet to the USATF Masters records coordinator. Current American and world records are published on the USATF web site on a regular basis. Record forms will be provided to each winning bidder, to name a qualified "Recorder of Records" pursuant to USATF Competition Rules 262 and 320.8.
12) *Announcers:*
    a. *The successful Bidder will provide two persons to carry out the in-stadium announcing functions:*
       i. *The track announcer – will be stationed at the track*
       ii. *The field announcer – will cover the throwing events and, as much as possible, the horizontal and vertical jumps*
    b. *An announcer's assistant (if necessary) – can be filled by multiple persons, one at a time. This person will assist the track & field event announcers as needed (e.g., obtaining results of ongoing or earlier events,*

spotting with binoculars, reminding announcer about meetings with athletes, schedule for travel back to the dormitory or hotel, food or t-shirts on sale at the venue).

c. *The selection of the track & field event announcers are subject to the approval of the USATF Games Committee, which will also render assistance to the successful bidder in identifying such announcers, as needed. The track & field event announcers will receive 100% of his/her reasonable expenses, to include travel, meals, and lodging. The cost for the announcers will be the responsibility of the successful bidder. Should a third announcer be necessary, USATF will be responsible for all costs associated with this announcer.*

13) *The successful Bidder will contribute $2,000 to the timing of the Championships.*

14) *Awards:*

The following will be ordered and paid for by USATF:

i. *Medals for top three (3) finishers (individual and relay – club and non-club) in each 5-year age division (30-34, 35-39, 40-44, 45-49, 50-54, etc.)*
ii. *Ribbons for fourth through sixth places (individual and relay – club and non-club) in each 5-year age division (30-34, 35-39, 40-44, 45-49, 50-54, etc.)*
iii. *Team trophies for first, second and third place.*
iv. *USATF National Championship patches, although USATF may limit patches to one per athlete (USATF Competition Rule 5, "Awards").*

A formal medal presentation with award stand(s) and a public address system must be provided by Bidder.

Bidder's Initials:

Bidder to Attach the Following:

1) *A draft of proposed Championships program.*

2) *A description of the risk management plans.*

3) *A completed listing of the 4-5 largest events serviced in the past 24 months.*

PART XV – OFFICIALS

USATF Requirements:

1) *Successful Bidder must utilize USATF certified officials to officiate the Championships.*
2) *Successful Bidder must establish an officials and event staff hospitality area near the track where food, fluids, and fruit are available throughout the competition.*
3) *Successful Bidder is encouraged to provide accommodations and transportation for officials from outside the geographic area of the local Association.*
4) *The following officials are necessary for the conduct of the Championships:*
   Administrative Staff, Masters Track & Field Committee Chair, Masters Track & Field Championships Games Sub-Committee, Jury of Appeals, Track Referees, Field Referees, Multi Events Referees, Race Walk Referees, Protest Table, Heating/Seeding Computer Center, Clerking Advisor, Clerks, Results, Computer Center Crew, USATF National Office staff (2), Registration, Announcer booth, Finish Line Coordinator, Photo Finish Coordinator, Records, Starter Coordinator, Full complement of running and field event officials and marshals, as appropriate, and as required by USATF Competition Rules and the Championships' schedule.
5) *Successful Bidder must name Officials Coordinator at minimum one (1) year prior to the start of the event. Said Coordinator is required to give a list of officials to the Masters Games Committee Chair at least sixty (60) days prior to the start of the event.*

Bidder's Initials:

Bidder to Provide the Following:

1) *Will officials from outside the Association be invited?*

   ☐ *YES* ☐ *NO*

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

   ☐ *Transportation*

   ☐ *Food*

   ☐ *Lodging*

3) *Indicate plans for delivery of fluids, meals, and towels to officials on the track and in field event areas during competition. Ice chests must be provided at check-in and clerking areas.*

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.*
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.*

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.*

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 provide safety cages, wings, and fencing or flagging of sectors at field event areas.*
3) *Bidder must provide adequate fluids for spectator purchase.*
4) *Bidder must arrange for the appropriate number of uniformed security personnel to be available along the track & field facility and at the start and finish lines for the Championships.*
5) *Stretchers or similar equipment must be provided to transport injured or incapacitated individuals from the Championships track & field facility.*

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 for the duration of the Championships; a minimum of two (2) physicians, Emergency Medical Technicians (EMT), equipped ambulance, personnel trained in CPR and athletic trainers.*
2) *Certified first-aid providers must be on-site at all times to cover the entire track & field facilities.*
3) *Stretchers or comparable equipment for transporting injured athletes to the medical tent must be provided. USATF's decision on the adequacy of medical services shall be final.*
4) *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 to track & field facility/competition sites.*
5) *Indicate locations where IV fluids, water, and ice will be available.*

PART XIX – ATHLETES

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

☐ *YES* ☐ *NO*

2) *Will you provide an event t-shirt or other commemorative souvenir to all participants? If yes, please describe.*

4) *USATF will identify non-American participants when ordering competition bibs. Note: only US citizens who are members of USATF and are eligible to represent the United States in International competition may score in a USATF Championship (USATF Competition Rule 1.1)*

PART XX – DRUG TESTING

1) *If this event is selected for drug testing, Bidder shall be required to provide the following:*
    a. *Adequate drug testing facilities, as determined by the United States Anti-Doping Agency (USADA)*
    b. *Snacks and fluids for athlete consumption during drug testing*
    c. *Sufficient volunteers to serve as drug testing escorts and to assist USADA with drug testing operations*

Bidder to Attach the Following:

1) *Please provide information on available drug testing facilities and volunteers.*

PART XXI – 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 Bid Award Letter, 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 Letter, 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 XXII – ADDITIONAL INFORMATION

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

BIDDER LETTER OF AGREEMENT

This bidder letter of agreement ("Letter of Agreement") is entered into as of the _____ day of _____, 20_____, by _____, on behalf of _____("Bidder"), the entity seeking an award from USA Track & Field, Inc. to host the USATF Masters Indoor 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 IAAF Competition Rules and Regulations.

Each and every statement, promise, chart, photograph, or submission made in conjunction with the submission of this Bid Application is true and accurate, as of the date of this submission, and 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 it is obligated to notify USATF, in writing, within forty-eight (48) hours, of the discovery that any aspect of the attached Bid Application has become untrue or is incapable of performance. Bidder further understands and agrees that USATF reserves the right to withdraw its award of the Championships at any time due to Bidder's inability to fulfill the conditions and promises stated in its original Bid Application, or as modified by mutual agreements.

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	*USA TRACK & FIELD, INC.*
*X*_____	*X*_____
Print Name:	*Max Siegel*
Title:	*Chief Executive Officer*
Entity Represented:	*Date:*
Date:	

ASSOCIATION ACKNOWLEDGEMENT

I, on behalf of the _____ Association of USA Track & Field, Inc. ("Association") hereby acknowledge that the Association has been consulted by _____ (Event Organizer/Bidder) regarding the role it shall play if Bidder is awarded the 20_____ USATF Masters Indoor Championships (the Championships), and that the Association and the Bidder have reached an agreement regarding the Association's role with respect to that event.

Date:

Print Name:

Title:

Addendum "A"
Sample Budget Template

Revenue	
Entry Fees (paper, online)	*$*
Sponsorship	*$*
Hotel Rebate	*$*
Gate Admissions	*$*
Concessions/Food Sales	*$*
Programs/Results Booklets	*$*
Expo Vendor Fees	*$*
Merchandise Sales	*$*
Other Vendors	*$*
"Friends of USATF Masters Championships" Donations	*$*
TOTAL PROJECTED REVENUE	*$*

Expenses	
*Contract Deposit (*refundable)*	*$5,000**
Rights Fee	*$2,000*
Timing Company	*$2,000*
Meet Director	*$*
Paid Personnel (ticket takers, office staff, etc.)	*$*
Printing (program, credentials, etc.)	*$*
Office Supplies/Equipment (copiers, fax machines, paper, etc.)	*$*
Awards – Medals	*$*
Awards – Ribbons	*$*
Awards – Team Trophies	*$*
Awards – Patches	*$*
Competition Bibs, Safety Pins	*$*
Hip Numbers	*$*
On-Site Communication (walkie-talkies)	*$*
Meet Signage (banners, on-field camera signage)	*$*
Travel & Housing – USATF Masters Games Committee	*$*
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	*$*
Meet Advertising	*$*
Meet Registration Fees	*$*
TOTAL PROJECTED EXPENSES	*$*

Bidder's Initials:

Addendum "B"
Entry Form Template

[meet logo – supplied by USATF]
[year] USATF MASTERS INDOOR CHAMPIONSHIPS

[dates of competition]
[host facility]
[city, state]
Sections 1 and 2 must be submitted for a complete entry submission

Entry Form – Section 1

Name: _____ ***[year] USATF Membership #***_____

Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement: *For and in consideration of USA Track & Field, Inc. ("USA Track & Field") allowing me, the undersigned, to participate in USATF Masters Indoor Track & Field Championships described above (the "Event" or "Events"); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement").*

I hereby represent that (i) I am at least eighteen (18) years of age or older (or that his document is also signed by my parent or legal guardian); (ii) I am in good health and in proper physical condition to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs that would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site.

I understand and acknowledge that participation in track & field Events is inherently dangerous and represents an extreme test of a person's physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land, water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.

I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules adopted by USA Track & Field and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: USA Track & Field, Inc., its members, member clubs, associations, sport disciplines and divisions; United States Olympic Committee (USOC); the Event Directors, Organizers and Promoters, Sponsors, Advertisers, Coaches and Officials; the Host Organization and the Facility, Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies and other Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) or any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such a claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Use of Likeness Release: *As a condition of my participation in the Event, I hereby grant USA Track & Field, Inc. a limited license to use my name, likeness, image, voice, video, athletic performance, biographical and other information (collectively, "Likeness"), in any format whatsoever, and to distribute, broadcast and exhibit these without charge, restriction or liability, but only for the purposes of advertising or promoting Event, USATF or the sport of Athletics. The foregoing grant, however, does not constitute consent for USATF or any third party to use my Likeness in an endorsement of any product or service without my specific written consent.*

Signature: _____ ***Date:*** _____

[meet logo – supplied by USATF]

Entry Form – Section 2

Sections 1 and 2 must be submitted for a complete entry submission

Entry Fees/Deadlines:

- *Online entries are preferred and will receive a $5 discount [registration website]*
- *On-time entries must be **received** by [date - four weeks prior to Championships]. Late entries must be **received** on or before [date – three weeks prior to Championships]*

Name: _____

Street Address: _____

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

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

[year] USATF Membership #_____
Required for U.S. citizens

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

Date of Birth: _____ ***Age*** _____ ***Sex:*** ◯ ***M F*** ◯ ***Citizenship:*** ◯ ***USA*** ***Other***_____
Month Day Year *[first dates of competition]*

[ ] I have a disability for which I am requesting an accommodation. Documentation must be submitted by [date - first day of competition], visit the Policies page of the Governance section of the USATF website for more information.

Events	***Best Performance*** *(in [year prior, current year])*	***Fee***	***Total***
1.		*$50 or $70 (Pentathlon)*	
2.		*$20*	
3.		*$17*	
4.		*$17*	
5.		*$17*	
6.		*$17*	
7.		*$17*	
8.		*$17*	
9.		*$17*	
10.		*$17*	
11.		*$17*	
12.		*$17*	
Late fee *[date – four weeks prior to competition]*		*$50*	
Friends of the National Masters Championships *(Optional)*			
• *$250+ Platinum Level (will receive an event bag, polo shirt, meet pin)*		*$250*	
• *$100 Gold Level (will receive an event polo shirt, meet pin)*		*$100*	
• *$50 Silver Level (will receive a meet pin)*		*$50*	
• *$25 Bronze Level*		*$25*	
• *Other*		*$_____ Other*	
Total Amount			***$***

Payments for entry fees must accompany your entry form.

Checks or Money Orders payable to: *USA Track & Field*
Mail to: *USATF Masters Indoor Championships*
130 E. Washington St., Suite 800
Indianapolis, IN 46204

Bidder's Initials:

Addendum "C"
Housing & Meal Information

Hotel Information

Hotel	*# of Rooms in Block*	*Nightly Rate(s)*	*Distance to Track*	*Complimentary Shuttle to Track?*	*Amenities Provided*	*Nearby Restaurants*

Dorm Information

	# of Rooms in Block	*Nightly Rate(s)*	*Distance to Track*	*Air Conditioning?*	*Amenities Provided*	*Nearby Restaurants*
Single Room						
Double Room						

Bidder's Initials:

Addendum "D"

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

1.1 "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.

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

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

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

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

1.6 "Championships" means the respective USATF Championships referenced in the attached Bid.

1.7 "Course" means the USATF certified road course as determined by USATF and LOC where the Championships will take place.

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

1.9 "Host Event" means the road race and/or any other athletic event(s) which will be conducted in conjunction with the Championships, but not including the Championships, if applicable.

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

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

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

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

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

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

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

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

1.18 "USATF" means USA Track & Field, Inc., a Virginia non-stock corporation, having a place of business at 130 East Washington Street, Suite 800, Indianapolis, Indiana 46204.

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

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

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

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

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

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

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

2.0 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.

2.1 LOC Management Team. LOC 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 ("LOC's Management Team") at no cost to USATF. LOC 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. LOC shall seek input from USATF on LOC's Management Team where reasonably appropriate. USATF shall have the right to approve or disapprove LOC's Management Team, and in the event USATF rejects any member of LOC's Management Team for any reason whatsoever, LOC shall use its best efforts to promptly find a suitable replacement that is acceptable to USATF. LOC shall promptly notify USATF of changes to LOC's Management Team, but in no event later than the next scheduled planning meeting as described herein.

2.2 Operating Plan. LOC shall prepare updated operating plans for submission to, and review and approval by, USATF, and which shall contain written updated planning progress reports for each operational area for conduct of the Championships including, but not limited to, administration, budgeting, 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.

2.3 Budget and Expenses. LOC shall be responsible for and shall guarantee payment in a timely manner of all expenses related to the conduct of the Championships, 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:

(a) Local Government Support. LOC guarantees that the Host City and the applicable county are aware of the Championships, and that they have agreed to cooperate with LOC and USATF regarding the conduct of the Championships.

(b) LOC Budget. Any changes to the LOC's budget, as provided in the Bid, shall be promptly submitted to USATF for review, and may be updated by mutual agreement. Any change to each submitted budget of more than 10% per line item, or 3% of the total budget, must be approved in advance and in writing by USATF. Once approved by USATF, the revised budget shall replace the previously submitted budget(s) and become part of this Agreement.

(c) LOC Financial Reporting. LOC shall provide to USATF, as and when reasonably requested by USATF, reports that compare actual costs incurred to date and projected costs for the Championships in accordance with the USATF approved budget.

(d) LOC's Books and Records. LOC shall maintain separate books and records with respect to the financial responsibilities of hosting the Championships. Such records shall include all financial transactions associated with the Championships and Championships-related activities. LOC shall permit USATF, or its designated representative, to inspect the books or records relating to the Championships during regular business hours at USATF's reasonable request.

3.0 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.

3.1 Housing. Upon the execution of this Agreement, LOC shall identify and provide USATF with a list of hotel properties -- with a confirmed number of rooms, room rates and meeting space willing and capable of meeting USATF's housing needs for the Championships, as more fully detailed below. In addition, LOC shall use its best efforts to secure adequate room blocks and competitive rates.

(a) LOC Room Blocks. LOC shall contract with hotel and/or other properties to ensure that sufficient housing is available for competition officials (at LOC's expense, as provided herein, and exclusive of any officials with the USATF Management Team noted above), media, spectators, and friends and families of Athletes. LOC shall retain responsibility for the housing, at a mutually agreed upon location, of USATF's Management Team (not to exceed 3 persons), which LOC shall pay directly LOC may retain commissions, rebates or "up-charges" associated with these housing arrangements.

3.2 Meals. LOC shall provide light snacks and beverages for the working media and officials as designated in the Bid. LOC may arrange for separate eating areas for each of the above-named groups at the Course.

3.3 Ground Transportation. LOC shall arrange for the following ground transportation related to the Championships:

(a) Competition Venue. LOC shall arrange and provide free transportation from their respective hotel for Athletes, coaches, USATF Management Team, competition officials, media, USATF Sponsors, and VIPs, to and from the Facility.

3.4 Accreditation. LOC acknowledges and agrees that a credentialing plan shall be used to control and restrict access of Athletes, coaches, agents, media, VIPs, guests, and competition officials to designated areas, and to receive certain services (as applicable), including meals, transportation, hospitality, practice course access, field of play access, and doping control access. 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 USATF Director of Events, on behalf of USATF, and an LOC representative to be named later.

(b) 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.

3.5 Volunteers. LOC shall arrange for appropriate volunteers to provide needed assistance to athletes, LOC, and USATF for the Championships, to supplement and assist Championships administrative personnel, to serve as doping control escorts, and to provide other appropriate assistance in connection with the Championships. LOC shall be aware of USATF's Volunteer Handbook which can be viewed in the Policies page of the Governance section of the USATF website.

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

4.0 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.

4.1 Competition Equipment. LOC shall ensure that all necessary and appropriate equipment, implements, measuring devices, timing devices, personnel and transportation vehicles are available for use during Championships competition. LOC's Operating Plans shall include emergency arrangements for re-stocking or replacing any equipment damaged, broken, lost, stolen or otherwise incapacitated during the Championships, so that the published competition time schedules are not delayed. USATF will attempt to assist LOC to secure competition equipment from USATF Sponsors or suppliers, at low or no cost.

4.2 Awards Ceremonies. LOC shall, subject to USATF's approval, provide the top finishers in each Championships event (as determined by USATF) with appropriate recognition during the Championships. USATF shall, in consultation with LOC, determine the design of the medals, presenters and the presentation protocol in connection with the award ceremonies. LOC shall implement such arrangements related to the

award ceremonies, including, but not limited to, the cost of producing the medals and the award ceremony presentation protocol.

4.3 Bottled Water. LOC shall ensure adequate USATF-approved sealed bottled water and sports beverages are available to Athletes for their consumption and replenishment, during the Championships. LOC and USATF shall consult with each other to determine the actual amount of such bottled water and sports beverages necessary, above the minimum requirement of three liters per day per Athlete. USATF will attempt to assist LOC to secure such bottled water and sports beverages from USATF Sponsors or suppliers, at low or no cost. Water at refueling stations on the course is not required to be bottled.

4.4 Hospitality. LOC shall consult with USATF regarding the arrangements related to hospitality for Athletes, USATF, VIPs, media, and others, as USATF may reasonably require. LOC shall provide a hospitality area, beverages and amenities for the use, comfort and entertainment of LOC VIPs, LOC Sponsors, USATF Sponsors, and others selected by LOC and USATF (not to exceed the number of persons mutually agreed between LOC and USATF) at the Facility. Unless otherwise agreed by USATF in writing, the LOC will not permit any third party that is not a USATF Sponsor to publicize any commercial relationship with the Championships on the VIP/hospitality tickets or credentials. LOC shall consult with USATF on special functions or meetings to be held in the hospitality room, and shall provide personnel or volunteers to monitor and restrict access to the room. The hospitality room shall be open during the hours mutually agreed upon by USATF and LOC.

4.5 Medical. LOC shall ensure that medical personnel and equipment are available to provide emergency medical services to Athletes, spectators, and competition officials during the Championships. LOC's Operating Plan shall detail the arrangements for (1) the availability of a defibrillator or defibrillators at the Facility; (2) availability of EMT services including ambulance(s), (3) the proximity of hospitals within a twenty (20) mile radius of the Facility; and (4) the availability of athletic trainers, massage therapists, and necessary beverages (water and sport performance) for Athlete consumption. LOC shall ensure that adequate medical services are available for the duration of the Championships; a minimum of two (2) physicians, Emergency Medical Technicians (EMT), equipped ambulance, personnel trained in CPR and athletic trainers.

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

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

4.8 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.

5.0 COMMERCIAL RIGHTS. LOC acknowledges that USATF owns all revenue sources, including all commercial rights to the Championships, including media, marketing and licensing rights. Notwithstanding the foregoing, USATF shall negotiate in good faith with LOC to transfer certain mutually agreed upon rights to LOC (collectively, "Local Revenues") as more fully described 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.

5.1 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.

5.2 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 Facility, headquarters and Athlete hotels. USATF acknowledges that LOC has 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. USATF will endeavor to notify the LOC within ten (10) days of any changes to its USATF Sponsor or Protected Category lists. 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.

5.3 VISA Sponsorship. LOC agrees to honor the "USATF Prefers VISA" campaign and commitment entered into between VISA and USATF in all sales channels controlled by LOC and/or venue that specifically relate to the Championships. LOC shall: (i) use "Visa Preferred" or "USATF Prefers Visa" language at all points of sale; (ii) list Visa first on a feature that contains other credit cards and payment options; and (iii) ensure that LOC and all LOC vendors at the Championships accept all Visa payment services including, but not limited to, credit cards and off-line debit cards, as well as Interlink branded on-line cards at locations where PIN-based online debit cards are accepted, in connection with all payments accepted at the Championships. Furthermore, LOC shall ensure that no logos or service marks are used for any payment options other than Visa on sales that are directly related to the Championships.

5.4 LOC Sponsors. Subject to USATF's prior consultation and prior express written approval, LOC may approach and offer local and regional Business Associates, and in certain cases national Business Associates, designated mutually agreed commercial rights, opportunities and hospitality for the purposes of promoting and supporting the Championships. In no event may said Business Associates be Business Competitors of USATF Sponsors. LOC shall submit all its negotiated sponsor packages to USATF for final approval prior to entering into any legally binding commitments.

5.5 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 10'X30' 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. LOC shall consult with USATF with respect to the exposition area needs of USATF and USATF Sponsors.

5.6 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;

(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.

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

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

5.9 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.

5.10 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:

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

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

(c) use any USATF Mark or name except 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.

5.11 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 any and 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.

6.0 PROMOTION AND MEDIA RELATIONS. USATF and LOC shall cooperate and consult with each other to optimize public awareness of the Championships. LOC shall use its best effort, subject to the terms and conditions of this Agreement and subject to USATF's prior approval, to promote the Championships through advertising, public relations, and the utilization of all media available to it, including radio, television, newspaper and trade publications to generate substantial spectator and community support. USATF shall have joint responsibility with respect to public relations efforts on a national basis, while LOC shall have primary responsibility for regional and local public relations activities. In addition, LOC shall identify USATF as the sanctioning body of the Championships in all materials related to the Championships, including but not limited to, all radio, television, newspaper, trade publications and all advertisements, flyers and posters. Any willful or egregious action on the part of LOC which would constitute an act of moral turpitude in the community in which USATF resides or which would otherwise constitute public humiliation to USATF shall result in a material breach of this Agreement and USATF shall be entitled to immediately terminate the Agreement.

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

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

6.3 USATF and LOC 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.

7.0 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.

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

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

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

8.3 Workers' Compensation insurance covering employees of LOC serving at the Championships, with limits as required by statutory law, including Employer's Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 disease-each employee and $1,000,000 disease-policy limit.

8.4 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.

8.5 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.

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

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

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

9.0 FINAL REPORT. LOC 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 data relating to advertising activities and sponsorship sales. LOC shall also provide attendee data (email addresses) to USATF for USATF's use in future marketing efforts, if collected. USATF shall have the right for a period of one hundred eighty (180) days after receipt of the final LOC accounting to inspect, audit or otherwise examine LOC's books and records, financial statements, reports and other relevant data. Such examination shall be conducted at any time during normal business hours, subject to forty eight (48) hours prior written notice. Within one hundred eighty (180) days after receipt of the final LOC accounting, USATF shall provide LOC either with final written approval of such accounting or with a written determination that such accounting does not conform to the terms of this Agreement or is otherwise inadequate. In the event that USATF determines the LOC final accounting is deficient, LOC shall have the right to respond in writing to USATF's findings. Such written response shall be submitted within thirty (30) days of receipt by LOC of USATF's written determination. USATF and LOC shall, within thirty (30) days of receipt by USATF of LOC's written response, meet and confer in a good faith, diligent effort to resolve their disagreement. In the event the Parties are not able to resolve their disagreement through such a meet-and-confer process, either Party shall have the right to elect to submit the disagreement to final and binding arbitration pursuant to this Agreement. In the event of an agreed upon accounting deficiency, LOC shall reimburse USATF for its costs associated with said examination. USATF and LOC shall have no liability whatsoever as to any deficit incurred by the other. Along with the final LOC accounting, the LOC shall furnish USATF with the final version of the Championships operational plan with final conclusionary explanations of successes, failures and opportunities and suggestions for future improvements, based upon its experience of hosting the Championships.

10.0 INDEMNIFICATION.

10.1 To the extent permitted by law, LOC at its expense, shall defend, indemnify and hold USATF and the IAAF, and the USOC, 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, IAAF or USOC intellectual property in any manner not authorized by the respective Indemnified Party; (ii) any breach by LOC of any provision hereof or the inaccuracy of any representation or warranty made by LOC herein; and (iii) product liability or general liability matters connected with any marketing or promotional activities conducted by LOC without written approval from the respective Indemnified Party. LOC shall pay all costs, including reasonable attorneys' fees and damages against any Indemnified Party directly attributable to any such claim. USATF or LOC, as the case may be, shall notify the Indemnified Party in writing of any such claim and shall give the Indemnified Party information and assistance for the defense of any such claim. USATF shall have the right, but not the obligation, to participate in the defense of the claim and with counsel of its choosing.

10.2 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).

10.3 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 USOC identifications, or any other Olympic marks in the United States, USATF and/or the USOC, as applicable, shall have the right to control the defense of such claim without forfeiting its right to indemnification.

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

12.0 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.

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

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

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

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

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 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.

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

15.1 It will comply with all applicable IAAF 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.

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

15.3 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.

15.4 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.

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

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

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

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

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

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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.

16.11 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.

16.12 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.

16.13 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.

17.0 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) 713-4683* *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.

18.0 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.

18.1 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.

18.2 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.

18.3 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.

18.4 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.

19.0 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.

20.0 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.