



**Request for Proposal and Bidding Handbook**

**2024 U.S. Olympic Team Trials  
Marathon**

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## I. WELCOME FROM THE CEO

Dear Olympic Trials Bidders,

On behalf of the Men's and Women's Long Distance Running Committees, Board of Directors, and National Office staff of USA Track & Field, we would like to extend our appreciation for your interest in hosting our premier long distance road racing event, the U.S. Olympic Team Trials – Marathon ("Championships").

As the leadership of USATF, we are responsible for the conduct and oversight of this event. As the pinnacle competition leading up to the 2024 Paris Olympic Games, the U.S. Olympic Trials for the Marathon provides our athletes the opportunity to participate in one of the most highly-anticipated road races in the world. This race will help determine who represents Team USA at the Olympic Games in Paris.

The objectives of this bid document are to provide general information about the selection process, present criteria required for bidding, and outline the division of operations and budget responsibly between USATF, the United States Olympic & Paralympic Committee (the "USOPC"), and the Local Organizing Committee (the "LOC"). It is our goal for the bid process to be "user-friendly." So, even if you are unable to meet certain suggested criteria or guidelines, we urge you to continue on a positive course of action by submitting a counteroffer for consideration. Please note, USATF reserves the right to award the Olympic Trials in the manner it deems most beneficial to the sport, the athletes, and our constituencies.

During the bid process, please feel free to contact our Men's and Women's Long Distance Running ("LDR") Chairs or the USATF National Office staff. Individual contact information can be found in Attachment E of this document.

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

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

Warm Regards,



Max Siegel  
USATF Chief Executive Officer

## II. USATF – WHO WE ARE

USA Track and Field (“USATF”) is the national governing body (“NGB”) for track and field, long distance running and race walking. USATF is a not-for-profit organization headquartered in Indianapolis, Indiana, with a nationwide membership of more than 130,000 individual members. USATF promotes the sport of track & field through training programs and competitions for men, women, boys, and girls of all ages. Additionally, USATF’s national governing body establishes and enforces the rules and regulations for track and field, race walking, and long distance running, and certifies records in those disciplines.

USATF is comprised of 56 member Associations that oversee the sport at the local level. Member organizations include the National Collegiate Athletic Association (“NCAA”), Running USA, the Road Runners Club of America (“RRCA”) and National Federation of State High School Associations (“NFHS”). As the NGB for track and field, USATF is a member of the United States Olympic & Paralympic Committee (“USOPC”) and World Athletics (“WA”) and is responsible for selecting athletes to compete in Olympic Games, Pan American Games, World Championships and other international team competitions.

USATF is proud of our continued success as an organization and of our storied history; however, the past five years have been particularly special for USATF. At the 2020 Olympic Games in Tokyo, Japan we had a record-setting performance, with 27 medals. On the business side, we have brought on board more than 12 new partners, and our current partners include Nike, Toyota, Comcast, Gatorade, KT Tape, and Hyperice, among several others. Additionally, our broadcast partner, NBC Sports, has made a long-term commitment to the sport of track & field and road running. The 2020 U.S. Olympic Trials – Marathon averaged over 3.8 million viewers per NBC network broadcast. This increased television exposure has and will continue to greatly benefit our sport by exposing the nation and the world to our athletes, who comprise Team USATF – The World’s #1 Track & Field Team.

We look forward to working with you in your efforts to host the U.S. Olympic Team Trials - Marathon.

### III. FAST FACTS

- What:** The U.S. Olympic Team Trials – Marathon is USATF’s premier road racing event and may be used to select the US. Team of six athletes (three men, three women) for the Games of the XXXIII Olympiad in Paris, France, to be held July 26 - August 11, 2024.
- When:** The date of the U.S. Olympic Team Trials – Marathon must be between January and March 2024.
- Numbers:**
- |              |  |
|--------------|--|
| 400          | Athletes (elite level athletes attaining entry standards)                                |
| 350          | Athlete Representatives (coaches, agents, trainers, etc.)                                |
| 45           | USATF Competition Officials  |
| 60           | USATF and USOPC Official Administrators  |
| 250          | Media (national/international press, photo, and broadcasters)                            |
| 400          | Local Volunteers   |
| 200,000+     | Avg. estimated non-ticketed spectators in last three U.S. Olympic Team Trials - Marathon |
| 44.6 million | Social Media impressions   |
- Television:** The U.S. Olympic Team Trials – Marathon will be broadcast live on NBC or an NBC partner network.
- Projected:**
- |              |  |
|--------------|--|
| \$20 million | Economic impact to your city                                       |
| 1,500        | Room nights for the local economy                                  |
| \$27 million | Valuation of media coverage in national and international exposure |
| 2,000        | Media stories surrounding the event                                |
- Rights Fee:** \$100,000
- Site:** A criterium-looped course with a minimum length of four miles.

## IV. TIPS ON BIDDING

### **Determine the scope of the bid**

The scope, essential characteristics and requirements for staging successful Olympic Trials vary. Elite National Championships, like the U.S. Olympic Team Trials, are stand-alone events organized entirely from scratch. They are typically large sports and entertainment productions that feature Olympic caliber athletes and are televised nationally and internationally. Other events may be more modest in scope and requirements. If this is your first time bidding for an Olympic Trials, and your organization has never conducted a major track and field or road racing competition, we recommend that you consider bidding on a smaller championship in order to gain experience.

### **Adhere to special requirements**

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

### **Contact persons with knowledge and expertise**

Please feel free to contact any of the USATF Officers, the LDR Committee Chairpersons, or the USATF National Office listed on “Attachment E” of this Handbook for assistance with your bid.

### **Promote minority participation**

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

### **Contact your local USATF Association**

USA Track & Field is geographically divided into 56 local Associations, all of which conduct local road running and track and field activities in their respective geographic areas. These USATF Associations are experts in conducting local, regional and in some instances, national level competitions and have many of the answers to the questions that you may have.

USATF Regulations require that you obtain a signed acknowledgement from the relevant USATF local Association certifying that you have consulted with them concerning the role the Association will play if you are awarded an Olympic Trials (See the “Association Acknowledgement” in Section XI). We encourage you to work hand-in-hand with your local USATF Association. A list of USATF Associations can be found in this bid document within “Attachment F.”

## V. SITE SELECTION TIMELINE

April 15, 2022	Intention to bid due
May 20, 2022	Final Request for Proposal due for evaluation
May 23 – June 17, 2022	Site visits conducted by up to six (6) USATF staff, USATF LDR Committee members, and USOPC staff members for up to three nights
June 25 - 26, 2022	Final presentations may be requested
July 14, 2022	Bid awarded by

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

\*\*USATF reserves the right to award the U.S. Olympic Team Trials – Marathon in the manner it deems most beneficial to the sport, the athletes, and its constituencies.

It is our goal for the bid to be “user friendly.” So, even if you are unable to meet certain suggested criteria or guidelines, we urge you to continue on a positive course of action by submitting a counteroffer for our consideration.

## VI. RFP INSTRUCTIONS

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

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. Five (5) complete hardcopies and one (1) digital copy of the U.S. Olympic Team Trials – Marathon proposal. Proposals should be presented bound in one document. A table of contents should be included in the bid application. To effectively illustrate your bid, photos, video content, maps, charts, etc. may be included. Submission of loose pieces of information or materials will not be accepted.
- ii. The signed “Statement of Agreement” found in this RFP packet.
- iii. The signed “Association Acknowledgement” found in this RFP packet.
- iv. A certified check payable to “USA Track & Field” for one-fourth (\$25,000) of the \$100,000 rights fee.

*The initial rights fee deposit of \$25,000 will be held in an account until thirty (30) days after the final selection and announcement of the successful bidding local organizing committee (LOC) and host city. The successful bidder's \$25,000 deposit will be permanently held as partial payment of the \$100,000 rights fee, with the remaining \$75,000 balance of the rights fee due payable upon the following schedule: \$25,000 upon the award of the bid; \$25,000 January 1, 2023; and \$25,000 on January 1, 2024.*

All applications must be received no later than Friday, May 20, 2022. Prospective bidders shall send bid packages to:

Events Department  
USA Track & Field, Inc.  
130 E. Washington Street, Suite 800  
Indianapolis, IN 46204  
(317) 713-4686  
[events@usatf.org](mailto:events@usatf.org)



## **VII. THE BIDDER**

Hosting the 2024 U.S. Olympic Team Trials – Marathon involves joining the efforts of the host community, USATF, and the USOPC in areas such as event administration, corporate support, marketing, promotion, local government agency support, and the selection and management of volunteers and officials.

USATF will work with the successful local organizing committee to develop marketing strategies and to structure promotional programs, develop clinics, sport science programs, coaching education clinics, school visits, and athlete programs. USATF expects the successful bidder to provide the highest quality of products and support services available to athletes, administrators, and spectators.

## a. LOC

The LOC designated by the winning bidder to plan and execute the U.S. Olympic Team Trials – Marathon is the catalyst for executing all local/regional event fundraising activities, building media relations, and the development of public awareness campaigns. The goal of this LOC is to have representation from key local entities, such as the Convention & Visitors Bureau, Sports Commission/Council, Chamber of Commerce, Mayor’s and Governor’s offices, media (print, radio, television), USATF Association, state high school athletic association, and the local running community.

The primary goals of the LOC are to, 1) promote public awareness of the event within the business and civic community; 2) raise funds to support the staging of the U.S. Olympic Team Trials - Marathon; 3) work in conjunction with USATF and the USOPC to secure local sponsorships, develop tailored packages, and drive attendance; 4) develop community outreach programs aimed at schools, service organizations, and local USATF running clubs; 5) create initiatives that provide the city with a sense of “ownership” and a platform for building a legacy associated with the 2024 U.S. Olympic Team Trials – Marathon.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. Detailed information concerning the bidder’s experience in staging major athletic competitions or other events. Please specify the event name(s), date(s), nature of event, budget, number of participants, and corporate partners, highlighting nature of their contributions.
- ii. The legal name, address, web page address, telephone numbers and the legal form of the sponsoring organization bidding for the U.S. Olympic Team Trials – Marathon.
- iii. Identified and detailed opportunities for the meaningful participation of women, racial and ethnic minorities, and persons with disabilities at all levels of the planning, management and conduct of the U.S. Olympic Team Trials - Marathon, and which, if any will be implemented. Provide demographic information on all these individuals (i.e. gender, ethnic background, disability).
- iv. Information regarding the bidding organization’s assets, existing funding sources, start-up budget, and its proposed funding sources for the U.S. Olympic Team Trials – Marathon.
- v. The names of other organizations, if any, that will conduct or assist in the conduct of the event. Explain the relationships and responsibilities of any additional organizations. Include their competition planning and management experiences and background information.

## **b. RACE MANAGEMENT**

The Race Management Committee designated by the winning bidder to execute the U.S. Olympic Team Trials – Marathon will be the personnel responsible for all technical aspects of race weekend. All members of the Bidder’s race management committee will liaise with USATF and the USOPC in the preparation of and the execution of race week. The Race Management Committee shall align local industry professionals or contract with remote personnel with industry expertise.

The USATF Men’s and Women’s LDR Committees, in conjunction with USATF National Office staff, shall have overall responsibility for administration of the event. A USATF Race Management Team, including race Referees and Jury of Appeals, will be selected for this purpose. USATF rules and regulations will preside over the race unless otherwise stated by the Men’s and Women’s LDR Chairs and Road Running Technical Council (RRTC).

All persons and organizations involved with the staging of the U.S. Olympic Team Trials – Marathon are subject to approval by USATF and the Long Distance Running Committees.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. An organizational chart of the proposed management team describing the resumes of each identified member in the local race management team. This organizational structure shall include, but not be limited to the following:
  1. Race Director
  2. Technical Director
  3. Elite Athlete Coordinator
  4. Volunteer Coordinator
  5. Start Line Coordinator
  6. Course Coordinator
  7. Finish Line Coordinator
  8. Medical Coordinator
  9. Press Operations Coordinator
  10. Security Coordinator
  11. Officials’ Coordinator
  12. Transportation Coordinator
  13. Doping Control Liaison
  14. Timing and Results Provider
  15. Certified Course Measurer

### c. CITY & COMMUNITY

The city and community should be firmly behind the bidding of the U.S. Olympic Team Trials – Marathon. Commitment from local businesses and organizations are vital to the promotion, funding, and operation of the event. Accordingly, the Bidder should enlist support in a variety of local forms.

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. Pertinent details about the host city, population of the city and the metropolitan area, local demographics, local colleges and universities, the surrounding area(s), etc. List and/or discuss unique amenities or special features available in your community.
- ii. Endorsements and/or letters of cooperation from universities, the community, and state or local governments.
- iii. Background information on local media, newspapers, TV affiliates, and top radio stations.
- iv. A list of all known major local and regional USATF and/or USOPC Olympic sponsors with headquarters or offices in your region (Note: please see the USATF and USOPC current sponsors in Section XI).
- v. A list of all major companies, including any Fortune 500 companies, located within your city or the surrounding area(s). Please indicate with which of these companies you currently maintain a relationship.
- vi. A list of local major and professional sports teams and local amateur sports development agencies.
- vii. A list of all major events to be hosted in your community and venue twelve (12) months before and twelve (12) months after the date of the U.S. Olympic Team Trials – Marathon for which you are bidding.

## VIII. THE COURSE & FACILITIES

The U.S. Olympic Team Trials is the highest-level, domestic road racing event in the United States. Accordingly, the course, equipment and standards used should conform to “optimal” standards, standards that are often higher than those listed in either/both the USATF and WA rulebooks.

All technical management components of the U.S. Olympic Team Trials – Marathon must be approved by the USATF management committee.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A proposed course map, or course maps, for initial consideration of the USATF Men’s and Women’s LDR Committees.

The U.S. Olympic Team Trials – Marathon course must hold a valid USATF Certification and WA/AIMS international measurement certificate. The course must be measured and verified by two WA A-level Measurers, of which, are appointed by the Road Running Technical Council Chairman of USATF. At bidders expense, at least one of the course measurers must be on site for competition to ensure the course is set properly. Additionally, a “blue line” is encouraged to line the course indicating the shortest path.

Please note that the course map(s) are subject to revision from the USATF LDR Committees. Initial measurement costs and any subsequent revisions to the course will require re-certification and are at the cost of the Bidder. Any course for consideration must meet all requirements set forth for the acceptance of USATF Rule 265 stating the following:

- a) The course must not have a net decrease in elevation from start to finish exceeding 1 part per thousand (i.e., 1m per km);
  - b) The start and finish of the race must lay no more than 50% of the race distance apart as measured along the straight line between them;
  - c) For World and National Open Records, the course, measurement, and verification shall comply with the provision of WA Rule 260.20;
  - d) For all other records re-measurement may be required if the original measurement has not met criteria established by the RRTC validation chair, approved by the executive committee of the RRTC, and publicly available on the USATF website.
- ii. A proposed name, location, and description of the warm-up facilities to be used on race day.
  - iii. A proposed post-race recovery area, describing amenities available to athletes upon completion of the event.
  - iv. A proposed name, location, and description of the race hotel or race operations center.

A proposed athlete flow on competition day, describing how the athlete will interface with each of the aforementioned facilities.

## IX. AMENITIES

Housing, meals, and meeting rooms are a necessary and essential aspect of conducting the 2024 U.S. Olympic Team Trials - Marathon. The Bidder's proposal should take into account the needs of athletes, competition officials, and race management personnel.

### a. HOUSING

USATF shall allow LOC to retain control, with USATF/USOPC approval, and contract with the chosen property for any and all U.S. Olympic Team Trials - Marathon respective housing needs (such as headquarters, athlete, volunteer, and other hotels). USA Track and Field has the sole right to designate a third-party housing partner of their choice to assist with this process. USATF may also retain control of portions of the housing block and will request assistance from LOC in securing.

Please note, notwithstanding the foregoing, the successful bidder shall be financially responsible for housing the competition officials and qualified athletes. The successful bidder may contract with hotels outside of USATF's room blocks for said individuals. Should the successful bidder wish to place those persons within USATF's room blocks, the parties shall mutually agree on any applicable hotel rebates and/or commissions for those rooms. The successful bidder shall be financially responsible for the housing of USATF's Management Team (of no more than fifteen (15) persons), at a mutually agreed upon location.

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A list of the names of hotels that will participate in your proposed housing program(s), the number of total rooms available per hotel and/or properties, as well as meeting room space availability. Please provide hotel floor plans and indicate meeting rooms available for USATF and USOPC use.
- ii. A proposed plan of athlete support following guidelines set forth in Attachment C: Athlete Funding Structure, where qualified athletes are provided cost-free housing.
- iii. A proposed hotel or dorm housing plan for up to 45 USATF Certified Officials and at least one WA-certified course measurer. These can be double rooms for not more than 2 nights and will be at the cost of the Bidder. If the Bidder chooses to utilize local USATF Officials, a stipend should be issued to each.
- iv. A proposed housing plan of offering for press, administrators, coaches, and VIP's. Those individuals will cover their own costs. Briefly explain your proposed accommodations program for these groups of people. Indicate where each housing option is located with respect to the marathon course and headquarter hotel.
- v. If bidder is proposing to use local colleges and universities for on-campus housing, please provide information about room availability, location of each dorm and dining facility, costs per room (with or without meals), type of room, number of persons per room, available housekeeping service and type of cooling system (i.e. available air-conditioning), etc. If bathrooms are shared, indicate how they are shared. Note: on-campus housing should be a secondary housing resource. However, such housing may be adequate to offer officials, athletes, coaches and others who may desire these accommodations.

### b. MEALS & HOSPITALITY

All meal and hospitality components of the U.S. Olympic Team Trials – Marathon must be approved by the USATF management committee.

#### **BIDDER TO PROVIDE THE FOLLOWING:**

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

press during competition. The extent of volunteer meals is at the organizer's discretion; however, USATF strongly recommends an adequate volunteer meal plan be included in your bid.

- ii. A list of eating establishments, including fast food restaurants and grocery stores within easy walking and driving distances of all proposed housing properties. Specify distance (i.e. one-half mile) to the Headquarter Hotel and hotels and the restaurant dining hours.
- iii. A proposed hospitality plan for athletes (i.e. Welcome Function, on-site at course, key housing properties) for athletes following guidelines set forth in Attachment C: Athlete Funding Structure, where qualified athletes are provided cost-free meal accommodations.
- iv. A proposed hospitality plan for coaches and athlete support staff
- v. A proposed hospitality plan for USATF certified officials
- vi. A proposed hospitality for USATF, USOPC, and LOC VIP guests
- vii. Indicate hospitality arrangements (i.e. Welcome Function, on-site at course, key housing properties) for athletes, coaches, race officials, and USATF VIP guests.

### **c. MEETING SPACE**

Defined areas must be provided in the venue for a variety of functions before, during, and after Olympic Trials competition. A summary of the requirements can be found below. The bidder should provide a proposed location for each of the following locations, though USATF and the USOPC shall ultimately determine minimum size requirements based upon available facilities and hotel properties.

All meeting spaces of the U.S. Olympic Team Trials – Marathon must be approved by the USATF management committee.

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. Packet Pickup
- ii. Elite Athlete Hospitality
- iii. Press Operations
- iv. Press Conference
- v. Credentialing Operations
- vi. Technical Meeting
- vii. Medical Services
- viii. USATF/USOPC Work Room
- ix. Fluids Drop-Off, with refrigeration capabilities
- x. Emergency Medical Service Space
- xi. Doping Control Space with restrooms limited to USADA use



## X. LOGISTICS

### a. TRANSPORTATION

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

All transportation components of the U.S. Olympic Team Trials – Marathon must be approved by the USATF management committee.

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A list of transportation systems within your city/community available for public use which provide access to the course and hotels. Indicate the plan for coordination of transportation routes with state and local authorities. Indicate the name(s) and location(s) with respect to the housing sites, stadium and other athlete facilities.
- ii. A plan for free transportation (i.e. shuttle bus) for athletes, press, and officials to and from the airport and the housing facilities throughout competition, beginning two (2) days prior to competition day. Transportation services to and from the headquarter hotel and the competition and practice facilities must also be furnished. Special early arrival arrangements must be made for the transportation of USATF and USOPC management that are responsible for conduct of the U.S. Olympic Team Trials – Marathon.
- iii. A descriptive plan for airport greeting and shuttle bus services.

## **b. SECURITY**

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

All security components of the U.S. Olympic Team Trials – Marathon must be approved by the USATF management committee.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A proposed credential security plan to control access at key venues (start, finish, warm-up, headquarter hotel, event expo space), event transportation, and hospitality (athletes, coaches, officials, and USATF VIP guests). The LOC, in consultation with USATF, will produce the event credentials. USATF reserves the right to place national sponsor or supplier advertising on Olympic Trials credentials.
- ii. A plan for recruitment, staffing, and implementation of uniformed security for all key venues and hotels.
- iii. A detailed operations plan describing the involvement of local, state and federal government law enforcement agencies on all forms Olympic Trials security issues (i.e., terrorist alerts, homeland security, and severe weather).

## c. MEDICAL

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

All medical components of the U.S. Olympic Team Trials – Marathon must be approved by the USATF management committee.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A thorough plan for emergency medical services, including ambulance services for spectators, officials, and competitors, with defibrillators. Please include names of hospitals and their proximity to the course. Also, specify routes and emergency transportation modes.
- ii. Identified areas and locations available for athlete massage and related medical/training services at the headquarter hotel and amongst the course start/finish area(s).
- iii. Identified areas on the course for athlete water tables, personal bottle tables, and cooling stations to be stocked with ice, clean sponges and towels. This plan should be scalable for weather conditions.
- iv. Identified areas on the course for athlete medical stations, to provide for athletes who have medical issues that need care during the running of the race.
- v. A plan for recruitment and staffing of medical professionals who are 3-step SafeSport Compliant and a part of the USATF Medical Registry. The medical staff should include physicians (MD / DO), certified athletic trainers, licensed massage therapists, and chiropractors. The total number of medical providers and the number of each provider type should be appropriate for the expected number of competitors, the size and layout of the course, whether one or multiple meet hotels are utilized, the days and times of official practice and competition sections – to include. two hours prior to and post actual competition times.
- vi. A plan for procurement of relevant medical supplies, and equipment.
- vii. A communications plan for the medical staff, especially as it relates to emergencies and warm-up areas not proximate to Olympic Trials competition facilities or areas of the course remote from medical stations.

## **XI. BUSINESS SECTION**

### **a. GENERAL REQUIREMENTS**

- i.** The successful bidder will be required to execute and be subject to the obligations contained in the Bidder Statement and the formal 2024 U.S. Olympic Team Trials - Marathon contract, including the payment of the rights fee.
- ii.** The bidder must demonstrate its financial responsibility to pay all of the expenses of the U.S. Olympic Team Trials – Marathon. When requested, the host must show evidence of financial fitness and must furnish USATF with periodic financial statements from the date of award of the Olympic Trials through the competition. The successful bidder shall permit USATF to inspect and audit its financial statements and records upon five (5) days notice.
- iii.** LOC will be required to promote and advertise the U.S. Olympic Team Trials - Marathon in a first-class manner employing all customary means (print, radio, television, social media, website, etc.). The LOC will be required to expend a minimum value of \$75,000 of advertising and promotion to market and publicize the U.S. Olympic Team Trials - Marathon. All proposed advertising copy, designs, photos, drawings and logos must be approved in advance by USATF and the USOPC. LOC shall give USATF and USOPC partners the first right and opportunity to provide and be associated with and/or included in all U.S. Olympic Team Trials advertising efforts. Non-Olympic partners cannot be included in the advertising or promotional efforts of the U.S. Olympic Team Trials - Marathon. USATF and the USOPC require a minimum of five (5) business days to review and approve all marketing, advertising, and promotional materials. All existing or planned promotional, advertising, and ticket sales plans or programs must be detailed.
- iv.** A proposed budget must be submitted with the Proposal (see “Projected Operation Budget”). Income from designated revenue sources must follow guidelines described in this RFP.
- v.** General liability, directors’ and officers’, automotive liability, workers’ compensation, and other insurance policies will be required with limits and policy details to be determined. Bidders should outline proposed insurance and risk management plans for the U.S. Olympic Team Trials – Marathon.
- vi.** USATF owns all revenue sources, as well as all media and licensing rights, associated with the event that are not reserved for the USOPC in Section B, below; however, some of these rights will be granted preemptively to the LOC and others. In general, USATF will grant rights to tickets sales, on-premises food and beverage concessions (with the exception of USATF sponsor activation), and certain local partnerships (“local revenues”) to the LOC. The grant of these revenue sources will be subject to venue-specific negotiation and revenue sharing. Accordingly, LOCs should propose a complete local revenue plan as part of its bid. This plan must include a comprehensive ticket (if applicable) and event marketing plan and promotions program. Advice may be provided to LOCs as it relates to marketing and promotions packages upon request. However, no negotiations will occur until after a U.S. Olympic Team Trials – Marathon site has been selected.
- vii.** USATF and the USOPC shall have the unfettered right to permit each of its sponsors to activate at the U.S. Olympic Team Trials - Marathon without USATF, USOPC, or either of its sponsor incurring any additional charges for such activation. USATF will be responsible for the incremental direct costs of fulfilling its sponsorship obligations; however, the LOC must cooperate with all contractual requirements. For example, USATF and USOPC sponsors receive program ad pages (in general, one full page ad per sponsor including Nike on the inside or outside of the back cover), logo placement on race publications, and other collaterals, thus the LOC is obligated to include those logos at no charge to the sponsors, USATF, or the USOPC. For the sake of clarity, the LOC shall ensure USATF, the USOPC, nor any of its sponsors are charged corkage fees, food and beverage fees, or similar fees associated with the activation of a sponsor in a food and/or beverage category at the U.S.

Olympic Team Trials - Marathon and said sponsor shall be permitted the opportunity to serve its product at the U.S. Olympic Team Trials - Marathon.

- viii. LOC must specifically honor the USOPC's Super Preferred Status partnership with respect to VISA. In part, this specifically means only VISA payment systems and devices (i.e. credit, debit, stored value cards) or cash may be accepted as payment of goods and services sold at onsite physical locations (tickets, merchandise, concessions, etc.) at the Olympic Team Trials – Marathon. For digital purchases, VISA must be shown as the preferred method with no display of other payment methods, but other methods maybe processed. In addition, LOC must include VISA's logo and/or name on the ticket back or ticket front. These requirements are non-negotiable.
- ix. LOC may host an exposition area and may charge local partners and suppliers, who do not compete with USATF/USOPC Sponsor or Suppliers and must be approved by USATF/USOPC, for the right to display their goods and services; provided, however, that USATF shall be given the first right and opportunity to obtain for the use of its national sponsors and suppliers, up to ten (10) prime locations, and the basic services associated with each location, free of charge to USATF and/or its sponsors and suppliers.
- x. USATF shall make good faith efforts to use the U.S. Olympic Team Trials – Marathon as the selection event to select the U.S. Team of six marathon athletes (three men, three women) for the Games of the XXXIII Olympiad in Paris, France, to be held July 26 – August 11, 2024 (“Games”); however, USATF must abide by all rules and regulations of the international athletics federation (World Athletics), including its selection procedures for the Games which may preclude the U.S. Olympic Team Trials – Marathon from serving as the sole selection event for the Games.

## b. LEGAL REQUIREMENTS

- i. After the Bid is awarded, it remains subject to site and compliance review to monitor the progress towards fulfilling the obligations and requirements contained herein and those resulting from subsequent site-evaluation visits. Bidder's failure to successfully complete the site and compliance reviews may result in forfeiture of the Bid Deposit and/or removal of Championships from the successful Bidder, or both.
- ii. The successful Bidder must satisfy the pre-conditions stated in the Bid (including any and all attachments hereto). If the successful Bidder fails to meet these obligations, then USATF reserves the right to withdraw the award of the U.S. Olympic Team Trials – Marathon and re-award them to another Bidder, pursuant to the procedures outlined in USATF Regulation 18-F-10 or assess a penalty of up to \$2,000 per infraction.
- iii. The successful bidder will execute and be subject to the obligations contained in the Bidder Statement of Agreement, and this Bid Application, including any and all attachments, particularly Attachment G. Said documents shall be on USATF's standard form. 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 Bidder Statement of Agreement herein) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the Bidder Statement of Agreement, including the Bid Application and any and all attachments shall constitute the full and final contract between the parties. In the event an agreement cannot be reached within said sixty (60) day period, the successful Bidder shall either withdraw, in writing, its Bid Application for the Championships or it will be deemed to have agreed to all of the terms and conditions of the attached Bidder Statement of Agreement, including but not limited to the Bid Application and attachments incorporated therein. Additionally, in the event an agreement is not executed within said sixty (60) days following the date the Championships are awarded, USATF, in its sole discretion and with no further obligation or liability to the successful Bidder, shall have the right to rescind its award of the Championships to the successful Bidder. At that time, USATF may award the Championships to another bidder.
- iv. USATF shall have the right to make modifications to the terms of this Request for Proposal until such time as USATF and the successful bidder execute an agreement, as noted above.
- v. The successful Bidder agrees to adhere to any and all USATF, USOPC, WA, USADA, and U.S. Center for SafeSport policies, procedures, rules and/or regulations.
- vi. USATF strives to create an environment that is safe for athletes and free from misconduct, including particularly bullying, hazing, emotional misconduct, physical abuse and sexual abuse. Accordingly, Bidder, or any of Bidder's principals, employees, agents or contractors engaging with, providing services to or otherwise supporting, directly or indirectly, any USATF identified athlete, including, without limitation, by providing services at the Championships or to specified athletes or teams, agrees to perform services in accordance with USATF's SafeSport Requirements and Policies, as described in Exhibit S of this Request for Proposal. Bidder represents and warrants that it has provided and will provide copies of these policies to each of Bidder's principals, employees, agents and contractors providing services, as applicable.
- vii. The Americans with Disabilities Act, which went into effect January 26, 1992, requires that public establishments offer equal access and services to people who are physically and mentally disabled. The facility must agree that it will be in compliance with all applicable cities, state or federal regulations concerning access and seating for people with disabilities.
- viii. USA Track & Field, Inc. specifically disclaims any responsibility to investigate the safety or code compliance of the facility and parking lots or the component products, equipment, materials, designs and constructions.

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

### c. INCOME CATEGORIES

The USOPC owns all revenue sources, as well as all media and licensing rights, associated with the Olympic Team Trials - Marathon. No sponsor or partner that is not a USOPC sponsor may receive any recognition associated with the Olympic Team Trials - Marathon and no sponsor or partner may receive any benefits in association with the Olympic Trials without the express written consent of USATF and the USOPC. Furthermore, USATF and USOPC sponsors and suppliers shall have a right of first refusal with respect to business opportunities related to the 2024 U.S. Olympic Team Trials - Marathon.

Notwithstanding the above, via USATF's contract with USOPC, certain opportunities may be made available to local supporters of the LOC and others. In general, USATF and the USOPC will grant the LOC certain rights (subject to Visa's exclusivity outlined below) to ticket sales, in-stadium food and beverage concessions, and agreed upon local partnerships (local revenues) to the LOC. The grant of these revenue sources will be subject to venue-specific negotiation and revenue sharing. Accordingly, LOCs should propose a complete revenue plan as part of its bid. This plan must include a comprehensive ticket and event marketing plan and promotions program. Advice may be provided to LOCs as it relates to marketing and promotions packages upon request.

LOC must specifically honor the USOPC's Super Preferred Status partnership with respect to Visa. In part, this specifically means only Visa payment systems and devices (i.e. credit, debit, stored value cards) or cash may be accepted as payment of goods and services sold at onsite physical locations (tickets, merchandise, concessions, etc.) at the Olympic Team Trials – Marathon. For digital purchases, VISA must be shown as the preferred method with no display of other payment methods, but other methods maybe processed. In addition, LOC must include Visa's logo and/or name on the ticket back or ticket front. These requirements are non-negotiable.



## d. TYPICAL ALLOCATION OF REVENUE SOURCES

### i. USATF Rights

1. Event Rights Fee
2. National Sponsors
3. USATF Hospitality Suites and Tents
4. Venue Signage (National Sponsors)
5. National Publication Rights
6. Merchandising and Licensing Rights
7. Television and Internet Broadcast Rights
8. Radio Broadcast Rights
9. National Marketing and Promotion Programs and Events
10. Entry Fees

### ii. Bidder Rights

1. Tickets/Gate Receipts <sup>(1)</sup>
2. Local Sponsor/Promotional Partners
3. Local Sponsor Hospitality Suites
4. Contributions, Grants, VIK, and Other Support
5. Event Publications and Souvenirs
6. Food and Beverage Concessions
7. Hotel Rebates for Non-Credentialed Visitors
8. Athlete Support Credentials and Tickets
9. Event Expo (subject to vendor approval)
10. Spectator Parking
11. Other On-Site Services

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

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

## e. USATF OFFICIAL SPONSORS AND SUPPLIERS

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

<u>USATF Sponsors</u>	<u>Product Category</u>
Becton, Dickinson & Company	COVID-19 Testing, Medical Technology & Medical Devices, and Medical Laboratory Testing
Built Bar	Protein bars
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 powder, vitamins, probiotics
KT Tape	Kinesiology tape; elastic sports and fitness tape and related recovery products designed for muscle, ligament and tendon pain relief and support.
Hyperice	Recovery technology
Nike	Athletic apparel, accessories, footwear, and any other body coverings worn and ancillary items which are worn or used or suitable to be worn or used while participating in athletic activities or athletic related activities; excludes sunglasses and watches
Next College Student Athlete (NCSA)	College recruiting services

Toyota

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

USATF Suppliers

Product Category

Gatorade

Fluid and electrolyte replacement (hydration) and enhanced waters.

United Canvas & Sling (UCS)

Track & Field equipment and training equipment.

## f. USOPC OFFICIAL PARTNERS AND SUPPLIERS

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

<u>USOPC Worldwide Partners</u>	<u>Product Category</u>
Airbnb	Unique Accommodation & Experiences
Alibaba Group	Cloud Services and Infrastructure and E-commerce (development services)
Allianz	Fleet and property & casualty insurance, insurance solutions for future product and services, driven by technology
Atos	Information Technology Integrations
Bridgestone	Tires, tire and automotive vehicle service, non-motorized bicycles, seismic isolation bearings, marine fenders, certain building products & rubber sports technologies
Coca-Cola	Non-Alcoholic Beverages, including flavored mikes (and Dairy Products) Mengniu
Intel	5G Technology, AI, Sport Performance and 3D/360 Content Dev. Platforms; VR; AR; Drones; Esports Event Partner
Omega	Timepieces, timing systems/services, and electronic timing, scoring and scoreboard systems and services
Panasonic	Audio / Visual Equipment
P&G	Personal care, healthcare, and household care products
Samsung	Wireless communications (smartphones) and computing equipment
Toyota	Mobility (vehicles, services, solutions)
VISA	Payment services
 <u>USOPC Founding Partners</u>	
Comcast	Communications services, Media, and Entertainment Services and Theme Park Services
Delta	Airline, including Passenger air transportation services, Ground handling services; and Ground travel services
Salesforce	CRM, Data Visualization, Instant Messaging

USOPC Official Partners

Deloitte

Professional Services (Tax, Audit, Consulting, Financial Advisory)

Bidders must recognize these sponsors as protected categories and may not approach these sponsors or any other sponsors without the express written approval of USATF and the USOPC. These categories are exclusive to the event and USATF and the USOPC.

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

Please note: The United States Olympic & Paralympic Committee (USOPC) owns all revenue sources, as well as all media and licensing rights associated with the Olympic Trials. No sponsor or partner that is not a USOPC sponsor may receive any recognition associated with the Olympic Trials without the express written consent of USATF. In addition, VISA is the Super Preferred Status partner. In part, this specifically means only Visa payment systems and devices (i.e. credit, debit, stored value cards) or cash may be accepted as payment of goods and services sold at onsite physical locations (tickets, merchandise, concessions, etc.) at the Olympic Team Trials – Marathon. For digital purchases, VISA must be shown as the preferred method with no display of other payment methods, but other methods maybe processed. In addition, LOC must include Visa’s logo and/or name on the ticket back or ticket front.

## **g. PROJECTED OPERATIONS BUDGET**

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

### **BIDDER TO PROVIDE THE FOLLOWING:**

#### **Revenues:**

- Athlete Support credential sales
- Local sponsors/promotional partners
- Event publication and souvenir sales
- Contributions, grants, VIK, and other support
- Local sponsor hospitality suites
- Food and beverage concessions
- Spectator parking
- Advertisements (USATF-approved)
- Event expo rental (USATF-approved)
- Other on-site services (USATF-approved)

#### **Expenses:**

- Race Operations
  - Facilities Rental and Venue Services
  - Telecommunications
  - Equipment Rental
  - Training & Medical Services
  - Competition Equipment
  - Drug Testing
  - Athlete, Officials' Fluids
  - Competition and Officials Housing and Meals
  - Timing
- Athlete Services
- Prize Money Structure
- Race Management
- Event Signage and Venue Dressing
- Uniforming
- Security
- Ground Transportation
- Awards and Award Ceremonies
- Ticketing
- Media Services
- Promotions and Marketing
- Volunteer Services
- Fees and Services
- Administration and Office Costs
  - Staff Salaries and Benefits
  - Travel and Meetings
  - Temporary Services
  - Office Occupancy
  - Supplies and Stationery
  - Technology

**h. USATF ASSOCIATION ACKNOWLEDGEMENT**

**BIDDER TO PROVIDE THE FOLLOWING:**

I, \_\_\_\_\_, on behalf of the  
\_\_\_\_\_ Association of USA Track & Field, Inc. hereby  
acknowledge that the Association has been consulted by  
\_\_\_\_\_(LOC) regarding the role it shall play if LOC is  
awarded the U.S. Olympic Team Trials - Marathon.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Association: \_\_\_\_\_

**i. STATEMENT OF AGREEMENT**  
**BIDDER TO PROVIDE THE FOLLOWING:**

I, \_\_\_\_\_, on behalf of the entity seeking to host the \_\_\_\_\_ U.S. Olympic Team Trials - Marathon, represent and warrant that I have thoroughly read and reviewed the foregoing RFP document. I understand all the requirements for hosting a U.S. Olympic Team Trials - Marathon and I have the express authority to submit this Proposal on behalf of \_\_\_\_\_. In particular, Bidder understands that it does not have the right to contract with any sponsor, supplier, or vendor without the express written consent of USATF. If awarded the right to host the \_\_\_\_\_ U.S. Olympic Team Trials - Marathon, I understand and agree that I must comply with each and every requirement stated in the RFP document, as modified only by mutual agreement, as well as all applicable USATF and WA Competition Rules and Regulations, and with the WA Track & Field Facilities Manual. This statement, the Proposal, and USATF award of the right to host the U.S. Olympic Team Trials - Marathon constitute a binding contract.

Each and every statement, promise, chart, photograph or submission made in conjunction with the submission of this Proposal document is true and accurate, as of the date of this submission. If, due to subsequent events or inaction, any statement, promise, chart, photograph or submission made herein is no longer true or capable of being fulfilled as required by the Proposal, then I shall immediately notify USATF of this fact. For purposes of the preceding sentence, I understand that I am obligated to notify USATF within forty-eight (48) hours of the discovery that any aspect of the attached Proposal has become untrue or is incapable of performance.

I, \_\_\_\_\_, individually and on behalf of \_\_\_\_\_ represent and warrant that the foregoing document and its attachments or amendments are true and accurate and do not omit or misrepresent a material fact or seek to promise to deliver on a promise that is incapable of being fulfilled. USATF reserves the right to withdraw the award to host the championships at any time due to LOC's inability to fulfill the conditions and promises stated in its bid application, or as modified by mutual agreement, or in the event that USATF learns that representations and/or statements contained in your bid are untrue or incapable of performance. Under said event, USATF may retain the bid deposit, as liquidated damages and not as a penalty.

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 Statement of Agreement is executed by USATF) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the Statement of Agreement, including the Bid Application and any and all attachments, shall constitute the full and final contract between the parties. In the event an agreement



cannot be reached within said sixty (60) day period, the successful Bidder shall either withdraw, in writing, its proposal for the Championships or it will be deemed to have agreed to all of the terms and conditions of this Statement of Agreement, including but not limited to the proposal and attachments incorporated therein. Additionally, in the event an agreement is not executed within sixty (60) days following the date the Championships are awarded, USATF, in its sole discretion and with no further obligation or liability to the successful Bidder, shall have the right to rescind its award of the Championships to the successful Bidder. At that time, USATF may award the Championships to the Bidder with the next greatest number of votes.

The bid application and Attachments A, B, C, D, E, F, and G attached to this Statement of Agreement are hereby incorporated by reference and made part hereof as if fully set forth herein.

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

Bidding Entity: \_\_\_\_\_ Bid Submission Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Represented: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A: RECENT EVENT HISTORY

Year	Gender	Location	Date	U.S. Olympic Marathon Team
2020	Men	Atlanta, GA	Feb. 29, 2020	Galen Rupp, Jacob Riley, Abdi Abdirahman
	Women			Aliphine Tuliamuk, Molly Seidel, Sally Kipyego
2016	Men	Los Angeles, CA	Feb. 13, 2016	Galen Rupp, Meb Keflezighi, Jared Ward
	Women			Amy Cragg, Shalane Flanagan, Desi Linden
2012	Men	Houston, TX	Jan. 1, 2012	Meb Keflezighi, Ryan Hall, Abdi Abdirahman
	Women			Shalane Flanagan, Desi Davila, Kara Goucher
2008	Men	New York, NY	Nov. 3, 2007	Ryan Hall, Dathan Ritzenhein, Brian Sell
	Women	Boston, MA	Apr. 20, 2008	Deena Kastor, Magdalena Lewy Boulet, Blake Russell
2004	Men	Birmingham, AL	Feb. 7, 2004	Alan Culpepper, Meb Keflezighi, Dan Browne
	Women	St. Louis, MO	Apr. 3, 2004	Colleen De Reuck, Deena Kastor, Jen Rhines
2000	Men	Pittsburgh, PA	May 7, 2000	Rod DeHaven, Peter Delacerda, Mark Coogan
	Women	Columbia, SC	Feb. 26, 2000	Chris Clark, Kristy Johnston, Anne Marie Lauck
1996	Men	Charlotte, NC	Feb. 17, 1996	Bob Kempainen, Mark Coogan, Keith Brantly
	Women	Columbia, SC	Feb. 10, 1996	Jenny Spangler, Linda Somers, Anne Marie Lauck
1992	Men	Columbus, OH	Apr. 11, 1992	Steve Spence, Ed Eyestone, Bob Kempainen
	Women	Houston, TX	Jan. 26, 1992	Janis Klecker, Cathy O'Brien, Francie Larrieu Smith
1988	Men	Jersey City, NJ	Apr. 24, 1988	Mark Conover, Ed Eyestone, Pete Pfitzinger
	Women	Pittsburgh, PA	May 1, 1988	Margaret Groos, Nancy Ditz, Cathy O'Brien
1984	Men	Buffalo, NY	May 26, 1984	Pete Pfitzinger, Alberto Salazar, John Tuttle
	Women	Olympia, WA	May 12, 1984	Joan Benoit, Julie Brown, Julie Isphording
1980	Men	Buffalo, NY	May 24, 1980	Tony Sandoval, Benji Durden, Kyle Heffner
1976	Men	Eugene, OR	May 22, 1976	Frank Shorter, Bill Rodgers, Don Kardong
1972	Men	Eugene, OR	Jul. 9, 1972	Kenny Moore, Frank Shorter, Jack Bachelier
1968	Men	Alamosa, CO	Aug. 18, 1968	George Young, Kenny Moore, Ron Daws

## ATTACHMENT B: 2024 ATHLETE QUALIFICATION PROCEDURES

*The qualifying standards for the 2024 U.S. Olympic Team Trials - Marathon are subject to amendment by the WA and will be communicated immediately on USATF.org.*

	<u>Event</u>	
<b>Men:</b>	Marathon	2:18:00
	Half Marathon	1:03:00
<b>Women:</b>	Marathon	2:37:00
	Half Marathon	1:12:00
<b>Qualifying Window:</b>	Marathon	January 1, 2022 to 60 days before event*
	Half Marathon	January 1, 2023 to 60 days before event*

### Additional Opportunities

1. Overall Champions of the 2022 and 2023 USATF Running Circuit will be considered as having met the qualifying standard.
2. The top six (6) finishers in the 2023 USATF Marathon Championships (site and date TBD) will be considered as having met the standard.
3. Any athlete that has met the Olympic standard will qualify for the USATF Olympic Team Trials - Marathon.
4. An athlete is eligible for “automatic qualification” (USATF Rule 8) if that athlete has accomplished the following:
  - A. Placing 1<sup>st</sup> at either the 2022 USATF Marathon Championship or the 2023 USATF Marathon Championship
  - B. Earned an individual medal in the 2022 World Athletics Championships Marathon or 2023 World Athletics Championships Marathon
  - C. Was a member of the 2020 U.S. Olympic Marathon Team

### Qualifying Guidelines

1. Athletes must achieve the qualifying standard listed above, or be qualified under the Additional Opportunities section above, in order to enter the 2024 U.S. Olympic Team Trials – Marathon event.
2. The qualifying mark must be made on a USATF certified course, in an event sanctioned by USA Track & Field or a member federation of World Athletics. The course must be USATF/WORLD ATHLETICS/AIMS certified with an active course certification and have an elevation loss no greater than 3.25 meters/km. All course configurations will be accepted (no minimum separation).
3. All qualifying performances are subject to verification.
4. “Gun” time is the only acceptable method of timing for the men. Consideration may be given to “net/chip” times for competitors with “gun” times extremely close to the above qualifying time standards. “Net/chip” will be considered an acceptable method of timing for the women.

*\*The end of the qualifying window is subject to review and amendment by the USATF Men’s and Women’s LDR Committees should the bidder elect to host the 2024 U.S. Olympic Team Trials – Marathon in January of 2024.*

## ATTACHMENT C: 2024 ATHLETE FUNDING STRUCTURE

The Bidder shall provide funding to athletes in the following manner. A summary athlete funding packages can be found below:

<b>Qualified Athletes</b>	
<b>Air Travel</b>	Provided; up to a 21-day advance airfare; any changes to flights that are subject to “change fees” are responsibility of the athlete.
<b>Ground Travel</b>	Reimbursed at government rate up to the cost of a 21-day advance flight from athlete’s home airport.
<b>Housing</b>	Provided; double-occupancy at headquarter hotel; single-occupancy for former Olympic Team Marathon members; option to purchase additional rooms for support team, option to purchase upgrade to single rooms for athlete.
<b>Airport Transportation</b>	Provided; additional personnel of support team may be asked to purchase into ride ticketing system.
<b>Meals</b>	Provided; per diem for a maximum of three days, less incremental amounts for served meals.
<b>Exclusive Elite Athlete Hospitality</b>	Provided for all athletes for the duration of check-in, race day, and post-race.

## ATTACHMENT D: PAST PRIZE MONEY STRUCTURE

The Bidder shall provide a competitive prize purse to top finishers. Strong consideration will be given to bidders with prize purses at or above historical standards.

Past Prize Money Structure:

<b>MEN</b>	<b>PLACE</b>	<b>WOMEN</b>
\$80,000	1 <sup>ST</sup>	\$80,000
\$65,000	2 <sup>ND</sup>	\$65,000
\$55,000	3 <sup>RD</sup>	\$55,000
\$25,000	4 <sup>TH</sup>	\$25,000
\$20,000	5 <sup>TH</sup>	\$20,000
\$15,000	6 <sup>TH</sup>	\$15,000
\$13,000	7 <sup>TH</sup>	\$13,000
\$11,000	8 <sup>TH</sup>	\$11,000
\$9,000	9 <sup>TH</sup>	\$9,000
\$7,000	10 <sup>TH</sup>	\$7,000
\$300,000	TOTAL \$600,000	\$300,000

## ATTACHMENT E: USATF KEY PERSONNEL

### **USATF National Office:**

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

Telephone (317) 261-0500

Fax (317) 261-0481

[www.usatf.org](http://www.usatf.org)

### **USATF National Office Staff:**

Max Siegel

Chief Executive Officer

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Renee Washington

Chief Operations Officer

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Sarah Hollis

Chief Marketing & Revenue Officer

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Duffy Mahoney

Chief of Sport Performance

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Adam Schmenk

Chief Content Officer

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Norm Wain

General Counsel, Chief of Business Affairs

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Zack Raubuck

Associate Director, Events

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Ryan Cash

Coordinator, Long Distance Running Events

(317) 713-4663

[ryan.cash@usatf.org](mailto:ryan.cash@usatf.org)

### **USATF Committees:**

Mickey Piscitelli

Chair, Women's LDR

(315) 345-3270

[mpiscitelli2@verizon.net](mailto:mpiscitelli2@verizon.net)

Blake Boldon

Chair, Men's LDR

(515) 271-3007

[blake.boldon@drake.edu](mailto:blake.boldon@drake.edu)

Mike Scott

Chair, LDR Division

(417) 448-9415

[miscott.usatf@gmail.com](mailto:miscott.usatf@gmail.com)

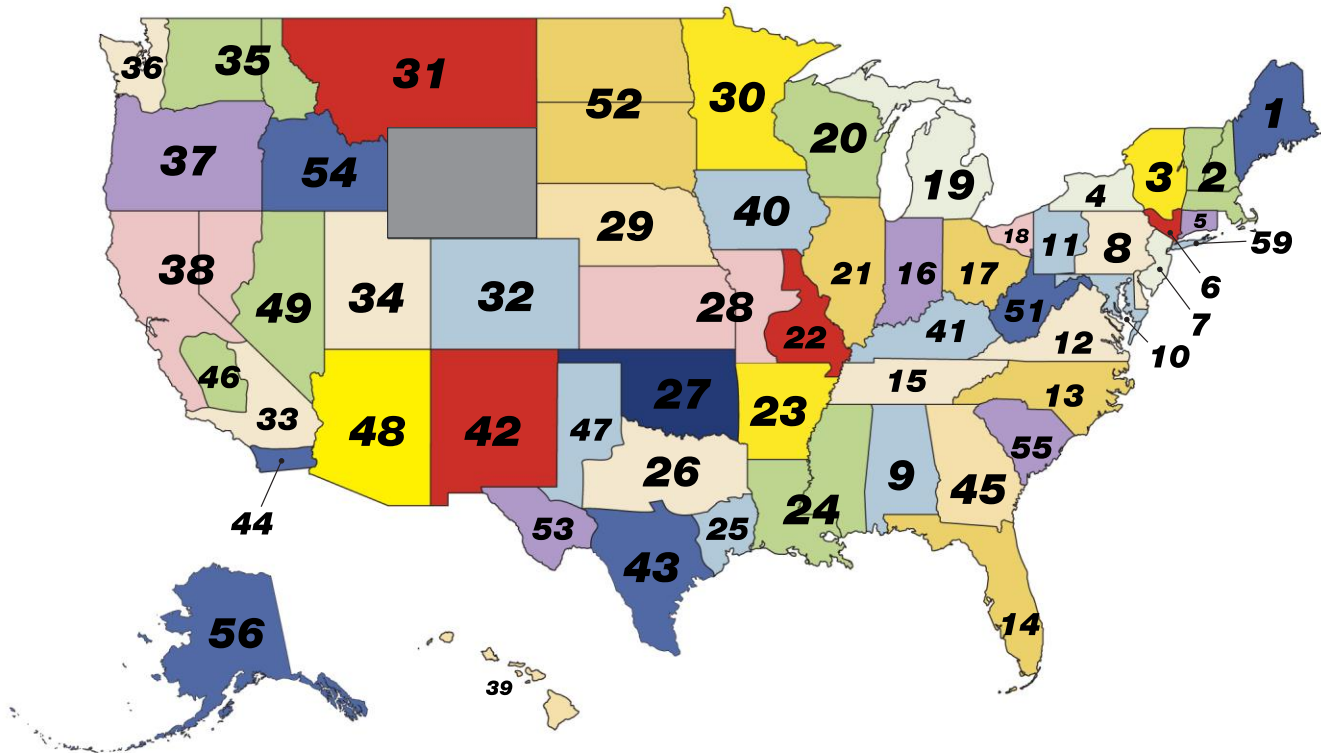
David Katz

Chair, Road Running Technical Council

(516) 680-7003

[katz@flrrt.com](mailto:katz@flrrt.com)

## ATTACHMENT F: USATF MEMBER ASSOCIATIONS



1	Maine	16	Indiana	31	Montana	46	Central California
2	New England	17	Ohio	32	Colorado	47	West Texas
3	Adirondack	18	Lake Erie	33	Southern California	48	Arizona
4	Niagara	19	Michigan	34	Utah	49	Nevada
5	Connecticut	20	Wisconsin	35	Inland Northwest	51	West Virginia
6	New York	21	Illinois	36	Pacific Northwest	52	Dakotas
7	New Jersey	22	Ozark	37	Oregon	53	Border
8	Mid-Atlantic	23	Arkansas	38	Pacific	54	Snake River
9	Alabama	24	Southern	39	Hawaii	55	South Carolina
10	Potomac Valley	25	Gulf	40	Iowa	56	Alaska
11	Three Rivers	26	Southwestern	41	Kentucky	59	Long Island
12	Virginia	27	Oklahoma	42	New Mexico		
13	North Carolina	28	Missouri Valley	43	Texas Southern		
14	Florida	29	Nebraska	44	San Diego-Imperial		
15	Tennessee	30	Minnesota	45	Georgia		

Please note that some of the information in this exhibit may be out-of-date.  
Check the on-line web directory for current information at <https://www.usatf.org/associations>

# ATTACHMENT G: CHAMPIONSHIPS AGREEMENT

## CHAMPIONSHIPS AGREEMENT

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

1.1 “Agreement” means this 2024 U.S. Olympic Team Trials - Marathon Agreement, including the appendices and exhibits attached, to the extent same are not inconsistent with any of the terms herein; and all charts, schedules, plans, reports, or amendments or attachments to any of the above-listed documents added to the Agreement by mutual written consent of the parties.

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

1.3 “Athlete(s)” means any athlete or athletes who has/have been designated by USATF as qualified and eligible to compete in the Championships, and who in fact so compete.

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

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

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

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

1.8 “Course” means the USATF certified Championships course as determined by USATF and LOC consisting of circuits throughout the streets of the Host City, or any alternate course recommended by LOC and approved by USATF, stadium and the adjacent surrounding areas where the Championships will be conducted.

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

1.10 “IOC” means the International Olympic Committee, the supreme authority of the Olympic Movement, whose headquarters are in Lausanne, Switzerland.

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



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

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

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

1.15 “NOC” means the National Officials Committee of USATF.

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

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

1.18 “Term” means the period that commences on the date indicated on the first line of this Agreement continuing through midnight on the date when USATF approves, in writing, the final report and accounting for the Championships.

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

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

1.21 “USATF Designated Marks” means only those USATF Marks which are identified in this Agreement. USATF may revise the USATF Designated Marks from time to time as it deems appropriate.

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

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

1.24 “USOPC” means the United States Olympic & Paralympic Committee, the National Olympic Committee for the United States, whose headquarters are based in Colorado Springs, Colorado.

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

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

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

1.28 “WA” means the World Athletics, the international federation and world governing body for the sports of track and field, long distance running, and race walking, (collectively “athletics”) of which USATF is the member for the United States.

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

2.0 NATURE AND SCOPE OF AGREEMENT. LOC acknowledges that USATF, pursuant to agreements between and/or among USATF and the USOPC, possesses the sole rights to organize, conduct and market the Championships, and all ancillary rights. USATF hereby grants LOC the right and opportunity to host the Championships, which shall also be the 2024 U.S. Olympic Team Trials – Marathon, in accordance with all of the terms of this Agreement. As set forth below, USATF delegates to LOC certain rights and responsibilities with respect to the Championships. All rights not granted herein are reserved to USATF or the USOPC respectively. USATF shall have final authority with respect to decisions involving the Championships.

2.1 LOC’s Obligation to USATF and USOPC. All obligations under this Agreement including sponsorship, exposition and hospitality benefits and accommodations required of the LOC are the total of all the requirements of USATF and USOPC. Where, for example, benefits are promised to USATF, such benefits may be shared by USATF and USOPC as agreed by these parties.

3.0 LOC FINANCIAL OBLIGATIONS. The representations made by LOC concerning its financial capability to conduct the Championships have been a substantial inducement to USATF to enter into this Agreement.

(a) In exchange for the rights granted herein, LOC shall pay USATF a non-refundable rights fee as described in the RFP.

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

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

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

4.2 Race Schedule. USATF shall prepare the race start times with input from the LOC and Championships broadcaster, and shall be subject to such changes and revisions as USATF may reasonably require. USATF shall have final approval of the schedule after consultation with the LOC.

4.3 Entry Process. USATF shall control and administer the Athlete entry and declarations process for the Championships, including online event registration. LOC shall produce, in consultation with USATF and subject to USATF's prior approval, an Athlete entry handbook, including production and distribution of the handbook at the Athlete packet pick up areas. LOC's actual expense for same shall be borne by LOC. USATF shall be responsible for establishing the entry fees for the Championships, and shall retain all revenues generated from such entry fees.

4.4 USATF Management Team. USATF shall have a competition management team as further described in the RFP which shall consist of referees, technical officials, national technical officials, a Jury of Appeals (as defined in the USATF Competition Rules), a clerking coordinator, a protest coordinator, USATF event management and staff (as designated by USATF), etc. ("USATF Management Team"), to be determined by USATF but not to exceed 15 persons. Except as specifically stated in this RFP, LOC shall be responsible for all air transportation, local transportation, lodging (single rooms), and per diem for each member of USATF's Management Team, for a maximum of four (4) nights per person.

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

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

5.2 Operating Plan. LOC shall prepare updated operating plans for submission to and review and approval by USATF, and which shall contain written updated planning progress reports for

each operational area for conduct of the Championships, including, but not limited to, administration, budgeting, facility operations, general operations, Athlete services, Championships operations, marketing, sales and communications (“Operating Plan(s)”). LOC shall update the Operating Plans, in conjunction with scheduled progress report meetings with USATF.

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

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

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

(b) LOC Budget. LOC’s initial budget is due to USATF within thirty (30) days following the execution of this Agreement. Any proposed changes to this budget shall be submitted to USATF for review, and may be updated by mutual agreement. Any change to each submitted budget of more than 10% per line item, or 3% of the total budget, must be approved in advance and in writing by USATF. Once approved by USATF, the revised budget shall replace the previously submitted budget(s) and become part of this Agreement.

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

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

6.0 COURSE OPERATIONS. LOC shall ensure that the Course meets the specifications and requirements for the conduct of a first class, high caliber Championships competition, and that all necessary equipment and meeting space needs are met, as reasonably requested by USATF and as outlined in this RFP. USATF agrees to deliver to LOC a copy of the most current USATF and WA Competition rule books, including any future updates or amendments thereto, upon request. USATF and LOC agree to meet to agree to all relevant provisions therein and other specifications and requirements are met. LOC shall use its best efforts to resolve any issues raised by USATF in

its inspection of the Course. Further, LOC shall use its commercially reasonable efforts to comply with any updated Technical Requirements that come into effect after the date of this RFP.

6.1 Venues and Course Requirements. LOC, at no cost to USATF, shall ensure that the Course and venues meet the Bid Specifications, as well as WA and USATF technical requirements, including but not limited to:

(a) Warm-up Area. LOC shall ensure that a warm-up area is available, in close proximity to the Course, for use by Athletes to warm-up and prepare for the Championships, and warm-down, after completing competition. The warm-up area must be able to accommodate all of the Athletes' warm-up, exercising, and stretching activities, and must be available to Athletes the morning of the Championships. The hours of operation for the warm-up area shall be determined by USATF. Space on or adjacent to the warm-up area must be available for clerking officials and sports medicine equipment and personnel, and Athlete hospitality.

(b) Course Services. LOC shall provide the personnel, and services necessary to ensure that the Course is in top operating condition for the Championships. Such services shall include towels and ice throughout the course for use by the athletes, officials, and volunteers, as necessary depending upon the conditions of the Course.

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

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

(iii) Power conduits. LOC shall ensure that adequate electrical power (220v system) is available at appropriate locations along the Course, to accommodate competition equipment. LOC shall arrange for a sufficient power supply for the free use of the broadcast production personnel.

(iv) Sound System. LOC shall ensure that the sound system at mutually determined areas along the Course is of a superior quality that provides such clarity and volume to be heard throughout the Course.

- (v) *Restroom Facilities.* Portable restroom facilities shall be provided in numbers and locations sufficient to meet the needs of the persons in attendance at the Championships Course.
  - (vi) *Scoreboard.* LOC shall ensure that a state-of-the-art electronic scoreboard, free of advertising, or whose advertising may be concealed, is available at the start and finish areas for use during the Championships. The scoreboard must be capable of interfacing with, and transmitting the Athlete times, distances, and place finishes, from the computerized results processing system to be used at the Championships. USATF shall have the right to place USATF Designated Marks on the scoreboard.
  - (vii) *Videoboard.* LOC shall ensure that a minimum of one state-of-the-art videoboard(s), free of advertising or whose advertising may be concealed, is/are available at the start and finish locations for use during the Championships. The videoboard must be able to interface with (1) the computerized results processing system used at the Championships, (2) the advanced graphics and/or video functions provided by the television broadcaster for the Championships, and (3) the in-stadium Championships production (as further described below). USATF shall have the right to place USATF Designated Marks on the videoboard.
  - (viii) *Video Feeds.* LOC shall provide television monitors, capable of receiving a video feed from the Championships broadcast, to be located in key areas in and around the event space, as mutually agreed between USATF and LOC. These areas may include, but not be limited to: clerking area, Athlete hospitality area, VIP hospitality area, doping control room, USATF Management Team office, and other areas as mutually agreed between USATF and LOC. The parties have agreed LOC shall provide additional television monitors or technical video feed to the media mixed zone, post event area, the Athlete and coach's hospitality area, team sign-up area, and packet pick-up areas.
  - (ix) *Blue Line.* If agreed upon between the parties, LOC shall provide a "blue line" on the course to indicate the shortest path.
- (c) Meeting Space. LOC shall ensure that adequate meeting, work, storage and/or office space, at a location(s) determined by USATF, is available during the Championships, to accommodate operational areas including, but not limited to, the following:
- (i) *Race Operations.* Separate meeting rooms or working areas, with desks, chairs, lighting, a phone, and electrical power outlets for use by: the USATF Management Team; the referee, Jury of Appeals; competition officials; volunteers; VIP hospitality; doping control operations; medical services; national team processing; media operations, and any other functional work

space needs as identified by USATF. LOC shall consult with USATF to determine the specific space and equipment needs for each meeting room or work area mentioned above.

- (ii) *Results.* LOC shall ensure that an adequate working area is available to accommodate the computer, printing, and reproduction equipment necessary to manage the recording of event results, times, and distances and the transmission, reproduction, and dissemination of this information. Additionally, LOC shall ensure that an adequate working area is available to accommodate this equipment and processes.
- (iii) *Production Booth.* LOC shall consult with USATF to ensure that adequate accommodations are available at the Course for the announcers and the Championships production team operations detailed below, if applicable.
- (iv) *Broadcast Production.* LOC shall ensure that adequate space is set aside free-of-charge for the equipment and production operations of the Championships broadcast, if applicable. This shall include agreed upon parking spaces in the proximity of the production area compound area, electrical power for the production and transmission equipment and outlet access. Any supplemental electrical needs to provide back-up power to the production or transmission trucks shall be fulfilled at the expense of the requesting party.

(e) Parking. LOC shall ensure that parking (at normal local rates) is available during the Championships to accommodate spectators, competition officials, USATF and LOC race management personnel, webcast or television broadcast production personnel, photographers, as well as, sponsors and other VIPs. LOC shall ensure however, that USATF's Management Team, USATF Staff, competition officials, television broadcast personnel and trailers, and selected other personnel, as mutually agreed upon between USATF and LOC, are provided free parking.

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

7.1 Housing. USATF, or its designated third party, shall permit the LOC, with USATF approval, to retain room blocks for the Championships for rooms that the LOC is financially

responsible. USATF shall contract with, and control the rooming blocks for rooms that USATF is financially responsible. USATF reserves the right to contract with separate hotel properties for any additional needs. In the event LOC had previously secured any hotel room blocks, LOC shall immediately request approval from USATF on such properties and if requested LOC shall release those room blocks to USATF. Please note, notwithstanding the foregoing, the successful bidder shall be financially responsible for housing the competition officials and qualified athletes. Should the successful bidder wish to place those persons within USATF's room blocks, the parties shall mutually agree on any applicable hotel rebates and/or commissions for those rooms. Notwithstanding anything to the contrary herein, LOC shall still retain financial responsibility for the housing of USATF's Management Team of no more than fifteen (15) persons, at a mutually agreed upon location as provided above.

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

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

(b) Practice and Competition Venues. LOC shall arrange and provide free transportation from their respective hotel for Athletes, and coaches, to and from the Course and training venues, if necessary.

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

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

(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](http://www.usatf.org) or on the USADA website at [www.usada.org](http://www.usada.org). LOC is responsible for checking the most current list of doping suspensions prior to issuing any event credentials.

(c) LOC agrees to abide by all U.S. Center for SafeSport regulations by enforcing suspensions. LOC shall not provide Championships credentials to any individual currently listed on any suspension list, including but not limited to the U.S. Center for SafeSport 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](http://www.usatf.org) or on the U.S. Center for SafeSport website at [SafeSport.org](http://SafeSport.org). LOC is responsible for checking the most current list of suspensions prior to issuing any event credentials.

7.4 Volunteers. LOC shall arrange for appropriate volunteers to provide needed assistance to athletes, LOC, and USATF for the Championships, to supplement and assist Championships administrative personnel, to serve as doping control escorts, and to provide other appropriate assistance in connection with the Championships. LOC shall be aware of USATF's Volunteer Handbook which can be viewed at: <https://www.flipsnack.com/usatf/usatf-volunteer-handbook/full-view.html>. LOC acknowledges that all Championship Volunteers must be 3-step SafeSport compliant. Full details can be found at [www.usatf.org/safesport](http://www.usatf.org/safesport)

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

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

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

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

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

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

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

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

9.0 CHAMPIONSHIPS OPERATIONS. LOC undertakes to manage, plan and administer competition day operations to ensure a first class, high caliber Championships experience for the Athletes and spectators, as detailed in this section below.

9.1 Competition Equipment. LOC shall ensure that all necessary and appropriate equipment, measuring devices, timing devices, personnel and transportation vehicles are available for use during Championships competition. LOC acknowledges and agrees that USATF Sponsors and suppliers shall be given a right of first refusal, with respect to the provision of necessary equipment, measuring devices, timing devices, and transport vehicles for the Championships. USATF shall have final approval of timing system and devices used during the Championships. LOC shall prepare emergency arrangements for re-stocking or replacing any equipment damaged, broken, lost, stolen or otherwise incapacitated during the Championships, so that the published competition

time schedules are not delayed. USATF will use reasonable efforts to assist LOC in securing competition equipment from USATF and USOPC Sponsors or suppliers at reduced or no cost to LOC.

9.2 Timing and Results. With USATF approval, LOC shall ensure that fully automatic timing is in place for the Championships, and LOC shall collaborate with USATF to ensure that the computerized timing devices and software are capable of interfacing with television broadcast equipment, the on-site electronic scoreboard and videoboard, and is able to provide on-site media, doping control and participants with “real time” results. LOC shall ensure that mile markers and key kilometer markers (minimum every 5 km), as agreed upon between parties, are equipped for timed and recorded splits. Additionally, LOC shall ensure that photo finish capabilities will be used at the finish line. USATF shall approve all vendors associated with timing and results. Said automatic timing expense shall be borne exclusively by the LOC. LOC shall also ensure that no commercial advertising is associated with the timing devices and software that will be in use at the Championships, unless approved by USATF in advance. Official race results will be hosted on USATF.org or an appropriate micro site, as determined by USATF.

9.3 Competition Officials. LOC shall provide room and board for at least one WA-certified course measurer and no more than forty-five (45) competition officials (together, the “competition officials”), as selected by USATF and the LOC, for the duration of their stay in the Host City, while working at the Championships. An appropriate number of officials should be selected based on Championship Course and needs of the event in consultation with USATF. Housing, in principle, shall consist of double occupancy rooms. In addition, LOC shall ensure the provision of a continental breakfast at the housing property for the duration of the competition officials’ stay in the Host City and LOC shall provide a two hundred dollar (\$200) honoraria for each of the head competition officials, as designated by USATF. All food, beverages or snacks provided to competition officials shall be served in non-branded containers if branding on containers is not that of a USATF or USOPC Sponsor.

9.4 Awards Ceremonies. LOC shall, subject to USATF’s approval, provide top 3 finishers in each Championships event (as determined by USATF) with appropriate recognition during the Championships. USATF, USOPC and LOC shall determine the design of the medals, presenters and the presentation protocol in connection with the award ceremonies. LOC shall implement such arrangements related to the award ceremonies, and shall be financially responsible for, the cost of producing the medals (using USATF suppliers) and the award ceremony presentation protocol. LOC will have an opportunity to designate presenters for select award presentations as mutually agreed upon by both parties. The top 10 finishers shall receive a medal for their achievement. The parties shall cooperate to finalize the award presentation plan no later than forty-five (45) days prior to the Championships.

9.5 Bottled Beverages. LOC shall ensure adequate USATF-approved sealed bottled water and sports beverages are available to Athletes and competition officials, for their consumption and replenishment during Championships competition days, at the Athlete hotel, doping control area, practice area, team sign-up, and the Course. LOC and USATF shall consult with each other to determine the actual amount of such bottled water and sports beverages necessary, above the minimum requirement of three liters per day per Athlete. USATF will use reasonable efforts to assist LOC to secure sports beverages from USATF and USOPC Sponsors or suppliers, at low or no cost. All food, beverages or snacks provided to Athletes and competition officials shall be served in non-branded containers if branding on containers is not that of a USATF or USOPC Sponsor.

9.6 Hospitality. In addition to and separate from the hospitality arrangements and provision of Championships tickets, if applicable, detailed throughout this Agreement, LOC shall provide the following, at no cost to USATF, a hospitality area(s) at the Course, including amenities (including, but not limited, a television monitor with a live feed of the Championships, food and beverage) for the use, comfort and entertainment of USATF Sponsors and others selected by USATF. LOC shall also provide personnel or volunteers to monitor and restrict access to the hospitality area(s), which shall be open during the hours mutually agreed by USATF and LOC. USATF will offer to LOC, for LOC's purchase, passes to the hospitality area for LOC Sponsors and LOC VIPs. LOC shall also offer USATF Sponsors the first and preferred opportunity to purchase hospitality space at the Course at LOC's prevailing rates.

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

9.8 Emergency Evacuation Plan. LOC shall have an emergency evacuation plan in place for the Championships, to ensure the safety of Athletes, spectators, competition officials, and all other persons, in the event of an emergency (including but not limited to weather and safety emergencies). This plan shall be coordinated with local, state and federal law enforcement officials, as appropriate. USATF shall have a right of meaningful consultation with respect to this emergency evaluation plan, a copy of which shall be provided by LOC to USATF no later than ninety (90) days preceding the Championships.

9.9 Drug Testing. LOC acknowledges that applicable WA, USOPC, and USATF rules require drug testing at the Championships in accordance with the procedures set forth in WA, IOC, and/or WADA rules and protocols. LOC shall provide suitable, private and legally secure areas, qualified drug-testing chaperones, sealed beverages and approved snacks for the drug testing procedures to be administered at the Championships. (All beverages and snacks provided to Athletes in the doping control area shall be served in non-branded containers if branding on containers is not that of a USATF or USOPC Sponsor.) LOC acknowledges the receipt of the USADA Site Coordinators Handbook for In-Competition Testing ([https://www.usada.org/wp-content/uploads/site\\_coordinator\\_handbook.pdf](https://www.usada.org/wp-content/uploads/site_coordinator_handbook.pdf)). LOC shall consult with USATF's legal department and high performance programs department to ensure its drug-testing procedures are in compliance with applicable rules, regulations, and protocols. Doping control shall be administered by USADA in accordance with agreements between and among USATF, the USOPC, WADA and the WA.

9.10 Ancillary Events. USATF and LOC may stage non-competitive events and activities, such as banquets, youth clinics, coaching seminars, etc. before, during or immediately after the Championships (the “Ancillary Events”). These Ancillary Events may serve as a fund-raising, sponsor fulfillment activity, or participant enhancement. Such events may be conducted separately

by USATF or LOC, or jointly. Notwithstanding the foregoing, LOC must receive USATF's prior written approval for any Ancillary Event to be conducted solely by LOC, and shall use its best efforts to prevent third parties from engaging in ambush marketing of the products and services offered by USATF Sponsors (as described in Section 10.2). In addition, any revenue generated by LOC or USATF during these Ancillary Events shall be shared with the other as mutually agreed upon by the parties. If appropriate, the party hosting such Ancillary Event shall provide the other party with a reasonable number of admissions, seats, etc., at no cost to said other party.

9.11 COVID-19. USATF and LOC acknowledge that a cohesive plan inclusive of state, local, and USATF regulations may be necessary for the Championships. USATF has created a continually updated resource page that can be found at: <https://www.usatf.org/covid19>. If applicable, LOC shall ensure that best practices are used by coordinating with state and local health departments and USATF. USATF and LOC shall work together on a full plan to ensure the health and safety of all persons involved in the Championships and have the plan approved through any applicable local health departments.

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

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

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

(i) Third parties that do not conflict with USATF or USOPC Sponsors

LOC acknowledges that only USATF and USOPC Sponsors who are also approved broadcast advertisers may have camera visible signage at the Course during the Championships. The design, placement, and dimensions of all signage is subject to the reasonable approval of USATF and USOPC. The parties agree that there shall be no commercial identification of any product or service or any promotional matter of any kind (e.g., name, logo, trademark or trade name of any third party) to appear:

(a) in camera-visible competition areas of the Championships, or (b) in camera-visible areas that are located in proximity to the sites of the Championships (to the extent controlled by LOC.

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

(c) USATF and LOC agree to meet within sixty (60) days of the execution of this Agreement to develop a cohesive and mutually agreed to plan for pursuing such

sponsorships, which will include LOC's ability to market in line with the terms of this Agreement.

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

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

10.1 Media Rights. The USOPC owns all Media Rights in the Championships including transmission and distribution by means of all television, radio, Internet, or any other technology or medium whether now in existence or later developed. LOC shall cooperate with USATF in ensuring that appropriate language is placed on all ticket backs and accreditation credentials giving effect to the USOPC's exclusive ownership of media rights in and to the Championships and restricting the use of photographs, videotape and other audio and/or visual recordings to noncommercial purposes and prohibiting all Internet use, without the prior written consent of a duly authorized representative of USATF.

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

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

(b) LOC shall cooperate and consult with USATF to ensure that USOPC and USATF Sponsor contractual obligations are met. It is expressly understood by all parties that all sponsor or temporary signage in and around the adjoining areas of the Course are controlled by the USOPC and USATF. LOC shall ensure that only USATF or USOPC Sponsor signage is visible by the broadcast equipment of the approved Championships broadcaster. Furthermore, LOC acknowledges any future Course sponsor agreements will

provide for an exclusion of any requirements for Course signage during the Championships, unless otherwise approved and agreed to in writing and in advance by USATF.

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

10.3 LOC Business Associates. Subject to USATF's prior written approval, LOC may approach and offer local and regional Business Associates mutually agreed upon commercial rights, opportunities and hospitality for the purposes of promoting and supporting LOC's responsibilities and obligations hereunder. In no event may said Business Associates be Business Competitors of USATF and/or USOPC Sponsors. LOC shall submit all its negotiated sponsor packages to USATF for final approval, prior to entering into any legally binding commitments. The parties agree that only companies that have been mutually agreed to in writing by the duly authorized representatives of both parties, as described above, shall receive commercial identification for any product or service or any promotional matter of any kind (e.g., name, logo, trademark or trade name of any third party) to appear: (a) in camera-visible competition areas of the Championships, or (b) in camera-visible areas that are located in proximity to the sites of the Championships.

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

(i) Third parties that do not conflict with USATF and/or USOPC Sponsors.

LOC acknowledges that only USATF and/or USOPC Sponsors who are also approved broadcast advertisers may have camera-visible signage at the Facility during the Championships. The design, placement, and dimensions of all signage is subject to the reasonable approval of USATF. The parties agree that there shall be no commercial identification of any product or service or any promotional matter of any kind (e.g., name, logo, trademark or trade name of any third party) to appear: (a) in camera-visible competition areas of the Championships, or (b) in camera-visible areas that are located in proximity to the sites of the Championships (to the extent controlled by LOC).

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

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

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

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

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

10.5 Event Exposition. Unless otherwise mutually agreed upon, LOC may provide and retain revenues from an exposition area for vendors and businesses; provided, however, that no entity or individual other than USATF or USOPC Sponsors or licensees shall be granted the right to engage in sales in the Protected Categories, or to distribute premium or promotional samples or other items in the exposition area or at any Championships venue or course, without USATF's express written consent. Furthermore, in addition to a first choice, prime location for USATF, USATF and USOPC Sponsors shall be provided with up to ten (10) first choice, prime location booths or spaces (no smaller than 20 feet by 20 feet) in the exposition area, free-of-charge. All direct costs (i.e., tent, electricity, etc.) related to USATF and to USATF and USOPC Sponsors presence in the exposition area shall be the responsibility of USATF or USATF and USOPC Sponsors. LOC shall consult with USATF with respect to the exposition area needs of USATF and USATF and USOPC Sponsors.

10.6 Souvenir Championships Program. USATF or LOC, with USATF/USOPC approval, may design a souvenir Championships program (the "Event Program") in digital and/or paper formats and shall have sole control over the content and placement of content within the Event Program (and retain all revenue from the sale of space within the Event Program). Subject to USATF's prior consultation and approval, LOC shall make such arrangements for the printing and sale of (and retain all revenues from) the Event Program for the Championships. Such Event Program shall include or provide for the following:

(a) adequate space within the Event Program, as reasonably requested by LOC, shall be available to LOC in order to fulfill its contractual obligations to LOC Sponsors (all copy, advertisements, or art work necessary to fulfill LOC Sponsor obligations hereunder shall be provided to USATF and USOPC on a date to be mutually agreed upon between LOC and USATF);



- (b) placement of USATF and/or USOPC Sponsor logo(s); and
- (c) delivery to USATF, free-of-charge, of up to 150 Event Programs, as USATF may reasonably request, for use by USATF to fulfill its contractual obligations.

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

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

10.9 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 consistent with USATF's legal obligations to USATF and USOPC Sponsors and are subject to USOPC approval. LOC's commitments to donors shall not supersede or displace USATF or USOPC Sponsor benefits.

10.10 Use of USATF Designated Marks. Subject to USATF's prior approval, USATF hereby grants LOC a limited license to only use USATF Designated Marks (as identified by USATF) in connection with promotion and/or advertising related to the Championships and for no other reason whatsoever; provided, however, LOC shall not use USATF Designated Marks in connection with any merchandise, apparel or any similar product without the express written consent of a duly authorized representative of USATF, which may be withheld at USATF's sole discretion. USATF may revise the USATF Designated Marks from time to time as it deems appropriate. LOC shall have no rights to any other USATF Marks. LOC shall submit to USATF exact copies of the proposed uses of USATF Designated Marks to USATF for USATF's written approval, in advance. All such uses of USATF Designated Marks by LOC shall inure to the benefit of USATF. This limited license to use USATF Designated Marks shall not in any way create any ownership rights in LOC to USATF Designated Marks, nor shall it give LOC the right to sublicense, assign or delegate USATF Designated Marks to any third party, including, but not limited to Local Sponsors or donors. Any use of USATF Designated Marks by LOC or its sublicenses must comply fully with all applicable Federal Trade Commission regulations and the regulations of any similar state agencies. LOC shall exercise its best efforts to prevent unauthorized use of any USATF Marks, including all USATF Designated Marks, or authorize USATF Marks, including all USATF Designated Marks, to be used or exploited, in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of USATF, nor in any manner that is contrary to applicable laws. In any event, no Championships Sponsor that is not a USATF Sponsor or USOPC Sponsor shall:

- (a) indicate or advertise that it is an "official sponsor," "National Sponsor," or otherwise a sponsor of or has any relationship with USATF and/or the USOPC,
- (b) state that USATF or USOPC has endorsed, selected or approved of any of its products and services, or
- (c) use any USATF Mark or name except as identified herein, or as otherwise approved in writing by USATF.

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

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

mark of any third party on any materials bearing the Championships Logo without the USOPC's prior written consent, and LOC will not use the Championships Logo in any manner that creates or implies any association or affiliation between a third party and the Championships, the USOPC, the Athletes, or the Olympic Games; (j) without the prior written consent of the USOPC, LOC will not use or permit the use by third parties of any Olympic Identifications (other than use of the Championships Logo as authorized herein) in connection with the staging or promotion of the Championships.

11.0 PROMOTION AND MEDIA RELATIONS. USATF and LOC shall consult and collaborate with each other with respect to the conduct and promotion of the Championships. LOC shall exercise its best efforts to make the Championships a successful, state-of-the-art sport spectacular, commercial venture and media event. Subject to approval of USATF in making decisions affecting the conduct of the Championships, LOC shall take into consideration the best interests of the participating Athletes and the selection of the United States Olympic Track & Field Team for the 2024 Summer Olympic Games. USATF shall consult with LOC to optimize public awareness of the Championships. LOC shall use its best efforts to promote the Championships, including radio, television, newspaper and trade publications, to generate substantial spectator and community support and extensive national and international awareness in accordance with the budget. All proposed news releases shall be submitted to USATF for approval at least forty-eight (48) hours prior to its proposed release date. Said materials shall only be deemed approved by USATF by written consent. USATF's failure to reject or comment within the 48 hours shall be a rejection of the proposed news release. All proposed advertising or promotional materials, shall be submitted to USATF and USOPC for approval at least twenty-one (21) days prior to its proposed printing date. Said materials shall only be deemed approved by USATF by written consent. USATF or USOPC's failure to reject or comment within the twenty-one (21) days shall be a rejection of the proposed advertising or promotional materials. LOC agrees that it shall designate no less than Seventy-Five Thousand Dollars (\$75,000) in cash or in-kind dollars in its budget for advertising and promotion of the Championships. In addition, LOC shall identify USATF as the sanctioning body of the Championships in all printed materials related to the Championships, including but not limited to, advertisements, flyers and posters. Any willful or egregious action on the part of LOC which would constitute an act of moral turpitude in the community in which USATF resides or which would otherwise constitute public humiliation to USATF shall result in a material breach of this Agreement and USATF shall be entitled to immediately terminate the Agreement. Furthermore, USATF and USOPC must approve the creation of any social media channels (including, but not limited to Facebook, Twitter, Pinterest and Instagram) used to promote the Championships. All hashtags or other naming conventions and postings shall be subject to USATF and USOPC approval.

11.1 LOC shall consult and cooperate with USATF and the USOPC with respect to media relations related to the Championships, including, but not limited to without limitation, the content and distribution of all press releases and the planning and conduct of all press conferences.

11.2 LOC shall consult and cooperate with USATF and the USOPC with respect to the organization of all media operations for the Championships. LOC shall ensure that adequate planning, administration and space is allocated for services and equipment needs of all print and broadcast media (including credentialed photographers) attending the Championships. These plans shall include arrangements for the press box, interview area, photographer zones, and a mixed zone for the marshalling of Athletes for broadcast and print media interviews. LOC shall ensure that adequate communications systems, such as phone lines, high speed internet access, and functioning power outlets, are in place as necessary and appropriate for staging a first class sporting event,

including but not limited to that necessary for credentialed media at the Championships. All expenses associated with this section and the operation of the media operations shall be borne by the LOC.

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

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

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

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

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

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

(d) Umbrella and/or Excess Liability insurance with limits not less than \$10,000,000 each occurrence shall apply in excess of the Commercial General Liability, Auto Liability and Employer's Liability policy limits.

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

(f) Event Medical Professional Liability insurance, if applicable, for volunteer physicians and all other volunteer healthcare providers providing services in

connection with the Championships with limits not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate.

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

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

14.0 FINAL REPORT. LOC shall provide to USATF a final financial accounting and post event report for future planning and educational purposes within ninety (90) days following the Championships. Said report shall include an economic impact study for the duration of the Championships as well as a demographic study of the attendees of the Championships, along with data relating to advertising activities and sponsorship sales. LOC shall also provide attendee data (email addresses) to USATF for USATF's use in future marketing efforts, if collected. USATF shall have the right for a period of one hundred eighty (180) days after receipt of the final LOC accounting to inspect, audit or otherwise examine LOC's books and records, financial statements, reports and other relevant data. Such examination shall be conducted at any time during normal business hours, subject to forty-eight (48) hours prior written notice. Within one hundred eighty (180) days after receipt of the final LOC accounting, USATF shall provide LOC either with final written approval of such accounting or with a written determination that such accounting does not conform to the terms of this Agreement or is otherwise inadequate. In the event that USATF determines the LOC final accounting is deficient, LOC shall have the right to respond in writing to USATF's findings. Such written response shall be submitted within thirty (30) days of receipt by LOC of USATF's written determination. USATF and LOC shall, within thirty (30) days of receipt by USATF of LOC's written response, meet and confer in a good faith, diligent effort to resolve their disagreement. In the event the Parties are not able to resolve their disagreement through such a meet-and-confer process, either Party shall have the right to elect to submit the disagreement to final and binding arbitration pursuant to Section 16.0. In the event of an agreed upon accounting deficiency, LOC shall reimburse USATF for its costs associated with said examination. USATF and LOC shall have no liability whatsoever as to any deficit incurred by the other. Along with the final LOC accounting, the LOC shall furnish USATF with the final version of the Championships operational plan with final conclusionary explanations of successes, failures and opportunities and suggestions for future improvements, based upon its experience of hosting the Championships.

15.0 INDEMNIFICATION.

15.1 LOC at its expense, shall defend, indemnify and hold USATF, USOPC and the WA, their subsidiaries, if any, and their respective officers, governors, directors, employees, members, staff, sponsors, volunteers, agents and assigns (sometimes referred to individually as an "USATF Indemnified Party") harmless from any and all third party claims, causes of action, claims,

demands, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which LOC is responsible arising out of or related to this Agreement ("Claims") including, without limitation, injuries or death to spectators, athletes or officials and property damage except to the extent such injuries, death and/or property damage are caused by the negligence or willful misconduct of an USATF Indemnified Party, but excluding all consequential losses and losses of profit except to the extent caused by the gross negligence or willful misconduct of an LOC Indemnified Party. In addition, LOC shall also indemnify the respective USATF Indemnified Party for LOC's: (i) use of USATF Marks, WA or USOPC intellectual property in any manner not authorized by the respective USATF Indemnified Party; (ii) any breach by LOC of any provision hereof or the inaccuracy of any representation or warranty made by LOC herein; and (iii) product liability or general liability matters connected with any marketing or promotional activities conducted by LOC without written approval from the respective USATF Indemnified Party. LOC shall pay all costs, including reasonable attorneys' fees and damages finally awarded against any USATF Indemnified Party directly attributable to any such claim. USATF shall have the right, but not the obligation, to participate in the defense of the claim.

15.2 USATF, at its expense, shall defend, indemnify and hold LOC and its respective officers, governors, directors, employees, members, staff, sponsors, volunteers, agents and assigns (sometimes referred to individually as an "LOC Indemnified Party") harmless from any and all third party claims, causes of action, claims, demands damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, but excluding all consequential losses and losses of profit, or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which USATF is directly responsible arising out of or related to this Agreement ("Claims") including, without limitation, injuries or death to spectators, athletes or officials and property damage, except to the extent such injuries, death and/or property damage are caused by the negligence or willful misconduct of an LOC Indemnified Party. USATF shall pay all costs, including reasonable attorneys' fees and damages finally awarded against any LOC Indemnified Party directly attributable to any such claim. LOC shall have the right, but not the obligation, to participate in the defense of the claim at its sole cost and with counsel of its choosing. Notwithstanding the foregoing, USATF's liability shall be limited to the rights fee stated in Section 3.0 above.

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

16.0 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.

17.0 TERMINATION. In the event that LOC fails to perform its obligations under this Agreement in a timely manner, including the timely payment of the rights fee, then USATF may terminate this Agreement and withdraw LOC's right to conduct the Championships, by delivering written notice to LOC, which notice shall (a) detail the nature of its breach of its obligations under this Agreement, and (b) state that this Agreement will be terminated unless LOC remedies such breach within ten (10) days after its receipt of written notice from USATF. If the date of USATF's notice of breach is within One Hundred and Twenty (120) days of the published date of the Championships, then LOC shall have only five (5) days to cure its breach, prior to USATF's ability to exercise its right of termination. USATF will not have any obligation to LOC upon termination of this agreement hereunder, or under Section 18 below. Upon the expiration or termination of this Agreement for any reason, LOC shall cease all use of USATF Marks and the USOPC Identifications granted to LOC under this Agreement, and its rights to use same shall terminate. LOC shall immediately (a) cease distribution of all advertising and other materials bearing any USATF Marks and USOPC Identifications, and (b) destroy or deliver to USATF all advertising and other materials bearing USATF Marks and the USOPC Identifications that are still in the possession of LOC or under LOC's control; provided that LOC may retain a limited number of advertising and promotional materials solely for its own archival purposes.

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

Event, the affected party's nonperformance of its obligations shall not be deemed a breach of this Agreement.

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

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

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

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

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

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

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

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

19.8 USATF has received (a) all necessary approvals from the USOPC for granting of the Championships to LOC, execution of this Agreement, and consummation of the transactions, provided for in this Agreement, and (b) the necessary license from the USOPC to allow USATF to enter into this Agreement and, to the best of USATF's knowledge, there is nothing in such license or any other USATF, or USOPC document, that is in conflict with this Agreement or the transactions contemplated herein.

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



20.1 It will comply with all applicable WA and USATF Rules and Regulations, USOPC and USATF bylaws, requirements and restrictions, and all applicable federal, state and local laws, executive regulations and orders in carrying out its obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LOC:

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

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

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

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

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

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

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

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

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

## EXHIBIT S

### SAFESPORT REQUIREMENTS AND POLICY

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

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

USATF's SafeSport Program includes elements of governance, advocacy, education and communication, and compliance and monitoring. Additionally, an important aspect of USATF's SafeSport Program is the requirement that certain individuals within USATF be USATF 3-Step SafeSport Compliant. USATF currently requires members of the following groups to be USATF 3-Step SafeSport Compliant: National Office Staff, Board of Directors, registered coaches, certified officials, authorized agents, National Team staff, National Committee Chairs, Association leadership, Youth Committee members, AAC Committee Members, AAC Event Leaders, all meet volunteers in an official capacity, Youth Camp staff, and vendors with access to athletes.

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

In accordance with our stated policy:

1. USATF requires all meet volunteers, workers, and staff (regardless of position worked and whether the position is one that has access to athletes) to be USATF 3-Step SafeSport Compliant (as described above). Additional information about this program can be found on our website.
2. All meet volunteers should be USATF 3-Step SafeSport Compliant two weeks prior to the start of the event.
3. If Event is using vendors that have access to athletes, USATF expects such vendors to be held to the same safeguards. For example, this would occur if Event is using face painters, DJs, balloon twisters, etc. that are working as independent contractors and not under the purview of this Agreement.
4. All individuals working and/or volunteering at the event shall refrain from all forms of misconduct, which include without limitation:
  - a. All forms of sexual misconduct, including child sexual abuse

- b. Emotional misconduct
- c. Physical misconduct
- d. Bullying
- e. Harassment
- f. Hazing
- g. Any other policy or provision contained in USATF's SafeSport Handbook

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

6. USATF requires allegations or suspicions of sexual abuse, harassment, and misconduct to be reported to the U.S. Center for SafeSport at <https://uscenterforsafesport.org/report-a-concern/>, and local law enforcement, if applicable.

7. USATF requires allegations or suspicions of bullying, hazing, harassment, physical abuse and misconduct and emotional abuse and misconduct to be reported to USATF at <https://www.usatf.org/safesport/reporting-a-safesport-complaint>.

8. The Event Director shall ensure that adequate safety and security services are available for the duration of the Event.

The Event Director shall provide the following:

A list of meet volunteers must be provided to the National Office via email at [safesport@usatf.org](mailto:safesport@usatf.org) in advance of the start of the event to ensure USATF 3-Step SafeSport Compliance is met. This list is to be updated on an ongoing basis as volunteers are acquired for the Event. For example, a Google Sheet/Doc may be shared with [safesport@usatf.org](mailto:safesport@usatf.org) that contains a list of names of each volunteer, that USATF can monitor for USATF membership registrations, USATF background screen completions, and SafeSport training completions.

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