

## OUTDOOR CHAMPIONSHIPS LEGAL 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 USATF Outdoor Championships Agreement, including the appendices and exhibits attached, to the extent same are not inconsistent with any of the terms herein; and all charts, schedules, plans, reports, or amendments or attachments to any of the above-listed documents added to the Agreement by mutual written consent of the parties.
- 1.2 “Ancillary Event” means any event held in the Host City 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 agree 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 USATF Outdoor Championships 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 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 “Facility” means the stadium and the adjacent surrounding areas where the Championships will be conducted.
- 1.9 “Host City” means the city in which the Championships will take place.
- 1.10 “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.
- 1.11 “LOC Sponsor” means any Business Associate with whom LOC has entered into a sponsorship agreement after obtaining USATF’s approval and consent.
- 1.12 “Media Rights” means all rights to negotiate, broadcast, and disseminate radio, television, motion picture, internet, webcast, and videotape broadcasting, telecasting, production, exhibition, or other sound or visual exploitation of the Championships, on a live and/or delayed basis, by any means whatsoever, whether now known or hereafter developed; and the right to distribute and exploit the Championships or any portion thereof in any manner or forms.
- 1.13 “NOC” means the National Officials Committee of USATF.
- 1.14 “Protected Categories” means the USATF Sponsor products or services categories listed in this RFP, as amended from time-to-time.
- 1.15 “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.
- 1.16 “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.
- 1.17 “USADA” means the United States Anti-Doping Agency, the entity designated by the United States Olympic Committee and USATF to conduct drug testing of Athletes at the Championships, investigate potential doping violations, manage the drug testing results and adjudicate disputes arising out of the drug testing process.

- 1.18 “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.
- 1.19 “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.
- 1.20 “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.
- 1.21 “USATF Sponsor” means any Business Associate with whom USATF has entered into a sponsorship agreement.
- 1.22 “USOPC” means the United States Olympic and Paralympic Committee, the National Olympic Committee for the United States, whose headquarters are based in Colorado Springs, Colorado.
- 1.23 “VIP” means those persons identified by USATF who require special preferred treatment during the Championships.
- 1.24 “WA” means 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.
- 1.25 “WADA” means the World Anti-Doping Agency.
- 2.0 NATURE AND SCOPE OF AGREEMENT. LOC acknowledges that USATF owns all rights, title and interest in and to the Championships. Notwithstanding the foregoing, USATF hereby grants LOC the right to conduct the Championships pursuant to the terms, conditions and limitations set forth herein. LOC shall have only those rights set forth and granted herein. All rights not granted herein are reserved to USATF and USATF shall have final authority with respect to decisions involving the Championships.
- 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 Event Schedule. USATF shall prepare the schedule of events for the Championships, with input from the LOC and the Championships broadcaster. Said schedule may include such exhibition events (i.e., masters, youth, paralympic), as USATF may reasonably deem appropriate, and shall be subject to such changes and revisions, as USATF may reasonably require. USATF shall have final approval of the schedule after consultation with the LOC.
- 4.3 Entry Process. USATF shall control and administer the Athlete entry and declarations process for the Championships, and shall produce an Athlete entry handbook. USATF shall provide the entry system, including online event registration and entry handbook

production and distribution, at no cost to 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 up to 25 persons (“USATF Management Team”). LOC shall be responsible for economy air transportation, local transportation, lodging (single rooms), and per diem for each member of USATF’s Management Team (in accordance with USATF’s travel and expense policies), one (1) night prior to, during and for one (1) night after the Championships, for a maximum of six (6) days (five (5) nights) per person.

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

5.1 LOC Management Team. LOC shall engage a 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”). LOC shall provide USATF with an updated list, and job descriptions, of its key LOC Management Team personnel, including its designated Technical Director, identifying contact details for each operational area for the Championships, no later than the first planning meeting as described herein. LOC shall promptly notify USATF of changes to the LOC Management Team, but in no event later than the next scheduled planning meeting as described herein.

5.2 Operating Plan. LOC shall prepare updated quarterly (January 1, April 1, July 1 and October 1, or as otherwise agreed to by LOC and USATF) 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 of all agreed upon 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 with the RFP submission and may be revised within 30 days following the execution of this Agreement. Any proposed changes to this budget shall be submitted to USATF for review, and may be updated by mutual agreement. Any change to each submitted budget of more than 10% per line item, or 3% of the total budget, must be approved in advance and in writing by USATF. Once approved by USATF, the revised budget shall replace the previously submitted budget(s) and become part of this Agreement.

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

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

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

6.1 Venues and Facility Requirements. LOC shall provide, at no cost to USATF, venues and facilities that are consistent with the USATF and WA requirements and are free of commercial signage and are suitable for the conduct of the Championships. Said venues and facilities shall be made exclusively available to USATF four (4) days prior to the start of the Championships. In addition, LOC will provide sufficient area for post-event Athlete recovery area and media mixed zone. If requested by USATF, LOC shall, at LOC expense, remove or cover any existing signage within the venue that is a competitor of a USATF National Partner, Supplier or Sponsor.

(a) Warm-up Facility/Area. LOC shall ensure that a warm-up facility/area is available, in close proximity to the competition venues, for use by track and field Athletes to warm-up and prepare for the Championships, and warm-down, after completing competition. The warm-up facility must be able to accommodate running, field event warm-up, exercising, and stretching activities, and must be available to Athletes two (2) days prior to the start of the Championships, as well as prior to the start of, and after the conclusion of, competition on each day of Championships competition. The hours of operation for the warm-up facility/warm-up area shall be determined by LOC with approval of USATF. Space on or adjacent to the warm-up facility/area must be available for clerking officials, sports medicine equipment and personnel, and Athlete hospitality.

(b) Practice Facility. The LOC shall ensure that a practice facility/area is available in close proximity to the Facility for use of Athletes to train on Championships competition days and prior to competition venue set-up. The availability of this facility is in addition to athletes having the opportunity to train at specific times, set by USATF, at the warm-up track and the Championships Facility. The practice facility must be able to accommodate running, field events, exercising and stretching activities and have medical personnel and equipment.

(c) Competition Facility. LOC, at no cost to USATF, shall ensure that the Facility and venues meet the Bid specifications, as well as WA and USATF technical requirements, including, but not limited to:

- (i) *In-Stadium Services.* LOC shall provide the services of ticket takers, waste removal personnel, ushers, and other necessary personnel and services, to ensure that the Facility is in top operating condition for the Championships.
- (ii) *Temporary Facilities.* LOC shall provide tents, trailers, walkie-talkies, computers, and other temporary facilities necessary to conduct the Championships.
- (iii) *Stadium Look.* LOC shall consult with USATF, and obtain USATF's prior written approval, with respect to a suitable and uniform "look" to the Facility for the Championships. Any signage of Business Competitors shall be covered at LOC's sole expense. Business Associates may purchase from USATF the rights to place signage in camera-visible locations at rates to be determined by USATF. LOC shall also ensure that appropriate directional/wayfinding signage is installed throughout the Facility. LOC will cause any camera-visible permanent signage at the sites of the Championships to be covered, including both static and rotational signage. All other signs in the Facility of a commercial nature must be out of the camera's view and cannot be back lit. USATF will be responsible for providing their own and USATF Sponsor on-camera/competition area signage.
- (iv) *Power/On-field conduits.* LOC shall ensure that adequate and properly drained electrical power (220v system) is available at appropriate locations within the track oval, to accommodate competition equipment. A minimum of four (4) outlets must be located at the starting line, and two (2) outlets shall be located at the center point of each straight away. In addition, LOC shall arrange for power outlets proximate to the seating areas on both sides of the track for video review. Finally, LOC shall arrange for a sufficient power supply for the free use of the television broadcast production personnel.
- (v) *Sound System.* LOC shall ensure that the sound system at the Facility is of a superior quality that provides such clarity and volume to be heard throughout the Facility. In addition, LOC shall provide a portable system at the practice facility, warm-up area and for clerking purposes.
- (vi) *Scoreboard.* LOC shall ensure that a state-of-the-art electronic scoreboard, free of advertising, or whose advertising may be concealed, is available at the Facility for use during the Championships. The scoreboard must be capable of interfacing with, and transmitting the Athlete times, distances,

and place finishes, from the computerized results processing system to be used at the Championships. USATF shall have the right to place USATF Designated Marks on the scoreboard.

- (vii) *Videoboard.* LOC shall ensure that a minimum of one state-of-the-art videoboard(s), free of advertising or whose advertising may be concealed, is/are available at the Facility for use during the Championships. The videoboard must be able to interface with (1) the computerized results processing system used at the Championships, (2) the advanced graphics and/or video functions provided by the television broadcaster for the Championships, and (3) the in-stadium Championships production (as further described below). USATF shall have the right to place USATF Designated Marks on the videoboard.
- (viii) *Technical Video/film.* USATF shall provide a means of producing video of key designated competition areas, such that the Championships referee and Jury of Appeals can replay a specific athlete's performance in all running and field event discipline (i.e. jumps and throws, sprints, hurdles) in order to rule upon protests filed during competition.
- (ix) *Lighting.* LOC shall provide a lighting system (a minimum of 150 foot candles, or other specifications requested by broadcaster) to evenly illuminate the entire track oval and infield, that will be adequate for a late afternoon and evening television broadcast of the Championships. Said lighting shall be evenly distributed around the track oval, including both turns, and all field event competition venues (whether inside or outside stadium). In the event that broadcaster requires a pre-event lighting inspection or consultation and the cost of the inspection or consultation is not paid by broadcaster, then LOC shall bear all costs of the inspection or consultation.
- (x) *Transportation.* LOC shall provide one (1) golf cart for USATF's Management Team use during the Championships.

(d) Facility Meeting Space. LOC shall be responsible for securing 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 the below and in section VII.C. of the RFP, but not limited to, the following:

- (i) *Meet Operations.* Separate meeting rooms or working areas, with desks, chairs, lighting, and electrical power outlets shall be available for use by: the USATF Management Team, Jury of Appeals and ATOs/NTOs, competition officials, volunteers, doping control operations, medical services, national team processing, media operations, and any other functional work space needs as identified by USATF. LOC shall consult with USATF to determine the specific space and equipment needs for each meeting room or work area mentioned above. With respect to such USATF meet management office, LOC shall provide an office equipped with a functioning high speed Internet connection. LOC shall provide directional signage to these operational area as determined by USATF. LOC shall consult with USATF to determine the specific space and equipment needs for the other meeting rooms or work areas mentioned above.
- (ii) *Results.* LOC shall provide a method for reproduction (industrial copier) as necessary to manage the posting of event results, times, distances, and heights, and the transmission, reproduction, and dissemination of this information. Additionally, LOC shall ensure that an adequate working area is available to accommodate this equipment and processes.
- (iii) *Production Booth.* LOC shall consult with USATF to ensure that separate and adequate accommodations are available at the Facility for the television announcers, in-stadium announcers and the Championships production team operations.
- (iv) *Television Production Compound.* LOC shall ensure that adequate space is set aside free-of-charge for the equipment and production operations of the Championships broadcaster, and for international broadcasters receiving "feeds" from the Championships broadcaster. This shall include agreed upon parking spaces in the proximity of the compound area, electrical power for the television production and transmission trucks and outlet access, and blocking of actual and necessary Facility seating for positioning of broadcast equipment (i.e., "seat kills"). Any supplemental electrical needs to provide back-up power to the production or transmission trucks shall be fulfilled at the expense of the requesting party.
- (v) *Jury of Appeals Office.* The Jury of Appeals office area shall contain the equipment necessary for viewing the technical video/film referenced above. LOC shall provide furniture as required by the Jury of Appeals, USATF, or its designee, shall provide technical equipment for the viewing of technical video/film.

(vi) *Jury of Appeals Finish Line Seating Area.* LOC shall provide a private and secure covered work area for use of the USATF Jury of Appeals each day of Championships competition. The Jury of Appeals work area must be of sufficient dimensions to comfortably accommodate up to five (5) individuals, and shall have chairs and desk space or flat functional table top-like work areas. Notwithstanding the preceding sentence, USATF reserves the right to cause LOC to provide an alternate space, if it determines that proposed work area is insufficient for the needs of the Jury of Appeals. LOC shall also provide tickets for the Jury of Appeals at an agreed upon location for sufficient viewing of all Championship events.

(vii) *Team Processing Center.* LOC shall ensure adequate space, at a location determined by USATF, for the processing of any teams selected at the Championships as described in section VII.C of the RFP.

(e) Parking. LOC shall ensure that parking (free or at a mutually agreed price) is available during the Championships to accommodate spectators, competition officials, USATF and LOC meet management personnel, television broadcast production personnel, photographers, as well as, sponsors and other VIPs. LOC shall ensure however, that USATF's Management Team, USATF Staff, competition officials, television broadcast personnel and trailers, and selected other personnel, as mutually agreed upon between USATF and LOC, are provided free parking (a minimum of 125 spaces proximate to stadium). LOC will provide necessary parking passes to USATF no later than 30 days before the start of the event.

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

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

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

7.2 Meals. LOC shall ensure that meals, selected in consultation with USATF and subject to USATF's approval, are provided for competition officials, in-stadium production, webcast, timing and results, and any other groups mutually agreed upon by USATF and LOC during competition hours. LOC shall also provide light snacks and beverages for the competition officials, in-stadium event production personnel, and working media at the Facility. It is at the LOC's discretion to supply meals to Volunteers and LOC Personnel, however if no meal is provided, shifts/hours should reflect enough break for meals.

7.3 Ground Transportation. All standard passenger vehicles and/or sport utility vehicles used in conjunction with the Championships or any of the obligations of LOC herein shall not be that of a Business Competitor. Furthermore, said vehicles shall be branded with USATF-supplied logos. USATF will use reasonable efforts to help LOC secure vehicles from a 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(s) to their headquarter hotel(s) and from their headquarter hotel(s) back to the airport, for Athletes, coaches, USATF's Meet 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 headquarter hotel(s) for Athletes, coaches, USATF Meet Management Team, competition officials, media, USATF Sponsors, and VIPs, to and from the Facility. In addition, LOC shall provide free transportation for Athletes and coaches from their respective hotels to the practice facility and from the practice facility to the Facility, for a period of time mutually agreed to by LOC and USATF, but not less than one hour prior to and one hour after agreed upon competition times and no less than the duration of agreed upon practice times.
- (c) Vaulting Poles. LOC shall ensure that special storage and transportation arrangements are in place to accommodate Athletes with pole vault poles. LOC should submit a plan to USATF no less than 45 days from competition, from which USATF shall advise pole vault Athletes, their agents and coaches, of these special arrangements and post on the USATF website. LOC shall designate a contact person to assist with the logistics of the transporting of pole vaulting poles.

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

- (a) Credential Plan. USATF and LOC shall consult and collaborate on development of the credentialing plan, including the purchase price therefore, which the LOC will implement, and which must be approved by USATF. LOC acknowledges that each Athlete shall receive one (1) complimentary Athlete credential and one (1) complimentary Athlete support credential.
- (b) Athlete Support Credentials. LOC shall control and receive the revenue from non-complimentary "Athlete Support" credentials, provided that each Athlete shall be entitled to purchase a limit of one additional Athlete Support credential. Athlete Support credentials, both complimentary and non-complimentary, shall be available only in the accreditation area. LOC and USATF will mutually agree on the price charged for the additional "Athlete Support" credential, but in any case the price charged will not be less than a per day ticket cost.
- (c) LOC agrees to abide by all USADA and USATF anti-doping regulations by enforcing doping suspensions. LOC shall not provide Championships credentials to any individual currently listed on any doping suspension list, including but not limited to the USADA and USATF suspension lists. Individuals who appear on the current suspension list are prohibited from receiving credentials which allows them to gain access to Athletes and/or other privileged areas before, during, and following the Championships. A copy of the most current suspension list, which is updated periodically, can be found on USATF's website at [www.usatf.org](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.
- (d) LOC agrees to abide by all SafeSport policies and regulations of USATF and the U.S. Center for SafeSport ("USCSS") by enforcing any SafeSport suspensions and is the direct responsibility of the LOC to ensure local volunteers and LOC workers are compliant with SafeSport policies. LOC shall not provide Championships credentials to any individual who has not complied with the SafeSport policies or who is currently listed on any SafeSport suspension list, including but not limited to the USSCS and USATF suspension lists. Individuals who appear on the current suspension lists are prohibited from receiving credentials. 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 USSCS website at [www.safesport.org](http://www.safesport.org). LOC is responsible for checking the most current list of SafeSport suspensions prior to issuing any event credentials.

7.5 Volunteers. LOC shall coordinate with USATF on appropriate volunteer roles and recruit an adequate amount of volunteers to provide needed assistance to athletes, LOC, and USATF for the Championships, to supplement and assist Championships administrative personnel, to serve as doping control escorts, and to provide other appropriate assistance in connection with the Championships. LOC shall be aware of USATF's Volunteer Handbook which can be viewed at: [www.usatf.org/volunteerhandbook](http://www.usatf.org/volunteerhandbook) and USATF's SafeSport handbook which can be viewed at: <https://www.usatf.org/safesport/safesport-handbook>

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

7.7 Uniforming. LOC shall ensure, in consultation with and subject to USATF's approval, that all Championships competition officials, television broadcast production personnel, the LOC Management Team and volunteers are clothed in uniforms (i.e., t-shirt and hat, polo shirt and hat, etc.) that provide a professional, customer service friendly image. LOC acknowledges that USATF retains the right to prevent the apparel, footwear and products of Business Competitors from being used to uniform Championships personnel and volunteers. USATF will use its reasonable efforts to assist LOC in sourcing and/or securing such products from USATF Sponsors or suppliers for Volunteer, Medical and USADA volunteers.

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 ACCREDITATION CENTER. LOC shall provide personnel and/or volunteers to work in conjunction with USATF to administer, prepare and distribute Athlete Credentials and information prior to and during the Championships. LOC shall provide updated Championships logistical information at the accreditation center. LOC shall be responsible for the securing of the Accreditation Center should be located at, or adjacent to, the facility for the duration of the event or, if no location is available, at the host hotel for the duration of the event. The Accreditation Center should be at least 2,000 sq ft, or as mutually agreed upon by LOC and USATF, and have access to adequate power, internet, secure storage and air conditioning.

8.2 Athlete Competition Bibs and Hip Numbers. LOC shall provide, at LOC's expense, competition bibs, including Athlete names, safety pins to attach the competition bibs, and hip numbers for each Athlete. Said competition bibs and hip numbers shall be purchased through a preferred printing partner of USATF. The size, design and layout of the bib shall be determined by USATF, in consultation with LOC, and may have USATF Sponsor logos.

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

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

9.1 Competition Equipment. LOC shall ensure that all necessary and appropriate equipment, implements, measuring devices, timing devices, personnel and transportation vehicles are available for use during Championships competition. LOC acknowledges and agrees that USATF Sponsors and suppliers shall be given a right of first refusal, with respect to the provision of necessary equipment, implements, measuring devices, timing devices, and transport vehicles for the Championships. USATF shall have final approval of all equipment used in conjunction with 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 Sponsors or suppliers at reduced or no cost to LOC.

9.2 Timing and Results. USATF shall ensure that fully automatic timing is in place for the Championships, and USATF shall collaborate with LOC to ensure that the computerized timing devices, electronic starting blocks 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. Said automatic timing expense shall be paid for by USATF. 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.

9.3 Competition Officials. LOC shall provide room and board for no more than one hundred and ten (110) competition officials (the “competition officials”), as selected by USATF, for the duration of their stay in the Host City, while working at the Championships. Housing, in principle, shall consist of double occupancy rooms or single occupancy rooms if COVID-19 restrictions require. In addition, LOC shall ensure the provision of a continental breakfast, or similar, at the housing property for the duration of the competition officials’ stay in the Host City and LOC shall provide a one hundred dollar (\$100) per day stipend (max of 4 days) for each of the competition and Meet Management officials, as designated by USATF (not to exceed twenty-five (25) meet management officials). All food, beverages or snacks provided to competition officials (pursuant to Section 7.2 or as otherwise noted herein) shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor.

9.4 In-Stadium Championships Production. LOC and USATF shall collaborate on the selection of a Championships production team that will be responsible for the in-stadium entertainment at the Championships.

(a) The LOC shall provide of a minimum of two (2) event announcers. USATF shall have final approval of the production team. LOC shall provide travel to the Host City, local transportation to and from the airport, hotel and Facility, as well as housing and per diem, for the announcers for the duration of their stay..

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

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

9.5 Awards Ceremonies. LOC shall, subject to USATF’s approval, provide medals for top six (6) finishers in each Championships event (as determined by USATF) with appropriate recognition during the Championships. USATF shall determine the design of the medals, with consultation of the LOC. 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 LOC shall submit the award presentation plan no later than forty-five (45) days prior to the Championships for USATF review and approval.

9.6 Bottled Beverages. LOC shall ensure adequate USATF-approved sealed bottled water and sports beverages are available to Athletes and competition officials, for their consumption and replenishment during Championships competition days, at the Athlete hotel, warm-up area, doping control area, practice area, World Championships team sign-up, and the Facility. LOC and USATF shall consult with each other to determine the actual amount of such bottled water and sports beverages necessary, above the minimum requirement of three liters per day per Athlete. USATF will use its best efforts to assist LOC to secure such bottled water and sports beverages from USATF 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 Sponsor. Specifically, if bottled beverages are deemed to be those of a business competitor, labels shall be removed from the bottle prior to competition.

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

- (a) a hospitality area(s) at the Facility, including amenities (including, but not limited, a television monitor with a live feed of the Championships, food and beverage) for the use, comfort and entertainment of USATF Sponsors and others selected by USATF. LOC shall also provide personnel or volunteers to monitor and restrict access to the hospitality area(s), which shall be open during the hours mutually agreed by USATF and LOC; and
- (b) if sky-boxes or private corporate hospitality suites are provided at the Facility, one such sky-box or private hospitality suite, in a prime location and with accompanying access tickets, for USATF’s sole use.

USATF will offer to LOC, for LOC’s purchase, passes to the hospitality area for LOC Sponsors and LOC VIPs. LOC shall also offer USATF Sponsors the first and preferred opportunity to purchase hospitality space at the Facility at LOC’s prevailing rates.

9.8 Medical. No later than ninety (90) days prior to the Championships, USATF will name a Medical Director and the LOC will name a Medical Liaison who will work together to coordinate medical services during the Championships. USATF will provide, at USATF’s sole expense, a select number of medical personnel who will provide medical services at the Championships and the LOC shall assist in the recruitment of local and regional medical service volunteers for the Championships. The number of medical personnel selected by USATF shall be in the sole discretion of USATF. Subject to the provisions of this Section 9.8, LOC shall ensure that medical personnel and medical equipment are available to provide emergency medical services to Athletes, spectators, and officials during the

Championships including at the Athlete hotel(s). LOC shall provide a medical services plan to USATF at least sixty (60) days prior to the Championships for USATF approval which shall detail the arrangements for (1) the provision of a defibrillator at the facility; (2) the availability of EMT services including ambulance(s), (3) the provision of a list of hospitals within a ten (10) mile radius of the Facility; (4) the availability of necessary snacks and beverages (water and sport performance) for Athlete consumption; (5) a schematic with anticipated medical treatment areas at the competition and practice facilities; and (6) the provision of ice and towels for Athlete and medical staff use. All medical personnel (except EMT) must be an approved member of the USATF Medical Registry. A minimum of thirty (30) days prior to the Championships, the Medical Liaison is required to complete a call with a designated USATF sports medicine representative to discuss specifics related to athlete care, including updates on WADA rules, USATF Sport Accident Insurance coverage, and others. All beverages provided at the medical treatment areas shall be served in non-branded sealed single serving containers if branding on containers is not that of a USATF Sponsor. LOC's approved medical services plan shall be attached and shall become a part thereof. For the purposes of this Section 9.8, (i) "Medical Director" means a medical professional selected to supervise all medical services during the Championships and (ii) "Medical Liaison" means a medical professional (MD, DO, DC, PT, or ATC) who will assist USATF and the Medical Director in planning and execution of medical services for the Championships.

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

9.10 Drug Testing. LOC acknowledges that applicable WA and USATF rules require drug testing at the Championships in accordance with the procedures set forth in WA and 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 at in the doping control area shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor.) LOC acknowledges the receipt of the USADA Site Coordinators Handbook for In-Competition Testing (<http://www.usada.org/files/pdfs/site-coordinator-handbook.pdf>). LOC shall consult with USATF's legal department and high performance programs department to ensure its drug-testing procedures are in compliance with applicable rules, regulations, and protocols. Doping control shall be managed by USATF and administered by USADA in accordance with agreements between and among USATF, the USOC, WADA and the WA. LOC will be responsible, at their expense, for providing necessary furniture and meeting space for USADA.

9.11 Ancillary Events. USATF and LOC may stage non-competitive events and activities, such as banquets, youth clinics, coaching seminars, etc. before, during or immediately after the Championships (the "Ancillary Events"). These Ancillary Events may serve as a fund-raising, sponsor fulfillment activity, or participant enhancement. Such events may be conducted separately by USATF or LOC, or jointly. Notwithstanding the foregoing, LOC must receive USATF's prior written approval for any Ancillary Event to be conducted solely by LOC, and shall use its best efforts to prevent third parties from engaging in ambush marketing of the products and services offered by USATF Sponsors (as described in Section 10.2). If appropriate, the party hosting such Ancillary Event shall provide the other party with a reasonable number of admissions, seats, etc., at no cost to said other party.

10.0 COMMERCIAL RIGHTS. LOC acknowledges that 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, "Local Revenues") as more fully described in this section.

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

10.2 USATF Sponsors. LOC acknowledges that USATF has legally binding contractual commitments to USATF Sponsors, respectively, which include, but are not limited to, requiring placement of USATF Sponsor signage or activation including but not limited to display vehicles, at the Facility, at the headquarters and Athlete hotels, the placement of USATF Sponsor advertising in Championships publications and on competition bibs, the provision of free exposition space, free "prime or best" tickets, hospitality access, parking privileges and access to event shuttle transportation. No entity or individual other than USATF Sponsors or licensees shall be granted the right to distribute premium or promotional samples or other items during the Championships, without USATF's express written consent. 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 USATF Sponsor obligations.

- (a) Any required USATF Sponsor signage will be provided at no cost to the LOC. A list of USATF's current national sponsors and Protected Categories are listed herein. USATF reserves the right to name additional sponsors or suppliers and augment the list of Protected Categories at any time. LOC shall contact USATF's Marketing Department to verify the current status of their respective Sponsors and Protected Categories.
- (b) LOC shall cooperate and consult with USATF to ensure that USATF Sponsor contractual obligations are met. It is expressly understood by all parties that all signage in and around the adjoining areas of the Facility is subject to approval by USATF. LOC shall ensure that only USATF Sponsor signage is visible by the broadcast equipment of the approved Championships broadcaster. Furthermore, LOC acknowledges any future Facility sponsor agreements will provide for an exclusion of any requirements for Facility signage during the Championships, unless otherwise approved and agreed to in writing and in advance by USATF.
- (c) Unless otherwise agreed by USATF in writing, LOC will: (i) ensure that all food and beverages served at the Facility or Ancillary Events of the Championships, including at all hospitality areas and press conference areas, are provided by USATF 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 USATF Sponsors, (iii) not authorize (and use commercially reasonable efforts to prevent) Business Competitors of USATF 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 Sponsor to publicize any commercial relationship with the Championships on the tickets, and (v) use best efforts to provide USATF 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 Sponsors. LOC shall submit all its negotiated sponsor packages to USATF for final approval, prior to entering into any legally binding commitments. The parties agree that only companies that have been mutually agreed to in writing by the duly authorized representatives of both parties, as described above, shall receive commercial identification for any product or service or any promotional matter of any kind (e.g., name, logo, trademark or trade name of any third party) to appear: (a) in camera-visible competition areas of the Championships, or (b) in camera-visible areas that are located in proximity to the sites of the Championships.

- (a) Subject to the language above, LOC may sell local Championships sponsorships, only with the prior written approval of a duly authorized USATF representative on a case-by-case basis, which may be withheld at USATF's sole discretion, to the following entities:
  - i. USATF Sponsors.
  - ii. Third parties that do not conflict with USATF Sponsors.
 LOC acknowledges that only USATF 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 Sponsors, at any time. LOC will notify USATF within ten (10) days of any changes in its Sponsors. In no event will the addition of such new Sponsor negatively impact a Championships sponsorship agreement which was previously concluded in accordance with the terms of this Agreement.

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

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

10.5 Event Exposition. LOC may provide and retain revenues from an exposition area for vendors and businesses; provided, however, that no entity or individual other than USATF sponsors or licensees shall be granted the right to engage in apparel or shoe sales, or to distribute premium or promotional samples or other items in the exposition area or at any Championships venue or facility. Furthermore, USATF Sponsors shall be provided with up to ten (10) first choice, prime location booths or spaces (no smaller than 20 feet by 20 feet) in the exposition area, free-of-charge. All direct costs (i.e., tent, electricity, etc.) related to USATF and to USATF Sponsors presence in the exposition area shall be the responsibility of USATF or USATF Sponsors. LOC shall consult with USATF with respect to the exposition area needs of USATF and USATF Sponsors.

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

- (a) adequate space within the Event Program, as reasonably requested by LOC, shall be available to LOC in order to fulfill its contractual obligations to LOC Sponsors (all copy, advertisements, or art work necessary to fulfill LOC Sponsor obligations hereunder shall be provided to USATF on a date to be mutually agreed upon between LOC and USATF);
- (b) placement of USATF Sponsor logo(s) on results sheets; and
- (c) delivery to USATF, free-of-charge, of up to 300 Event Programs and 200 daily results sheets, as USATF may reasonably request, for use by USATF to fulfill its contractual obligations.

10.7 National and Local Marketing. 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, unless otherwise agreed to. LOC shall provide USATF, free-of-charge, no more than two (2) point-of-sale locations (one location shall be no smaller than 50' x 120' and the other space shall be 40' x 60') for the exclusive sale of USATF merchandise, which locations shall be proximate to entrances to the Facility, the exposition area, and competition areas or in other prime locations, as determined by USATF in consultation with LOC. Locations shall come equipped with adequate power and secured internet access.

10.9 Ticketing. USATF grants LOC the right to sell all tickets, and retain all revenues from Championships ticket sales, subject to the following:

- (a) LOC and USATF shall mutually agree upon ticket pricing for the Championships;
- (b) USATF shall design the Championships tickets. The LOC plan for the sales and distribution of tickets must be approved in advance by USATF, and shall meet all USATF Sponsor requirements;
- (c) Provision of adequate Facility seating for Athletes and athlete support personnel (a minimum of 500 seats);
- (d) Provision of 350 "prime or best" Facility tickets for each day of the Championships to USATF for USATF, USATF Sponsors and VIPs (including such credentials or passes as are necessary to access hospitality suites and/or sky-boxes located at the Facility) (any unused tickets will be released for LOC to sell);
- (e) LOC and USATF shall consult on ticketing of prime Facility seating locations and the necessary and required broadcast or print media "seat kills."
- (f) LOC shall cooperate with USATF in ensuring that appropriate language is placed on all ticket backs and accreditation credentials giving effect to USATF's exclusive ownership of media rights in and to the Championships and restricting the use of photographs, videotape and other audio and/or visual recordings to noncommercial purposes and prohibiting all Internet use, without the prior written consent of a duly authorized representative of USATF.
- (g) Provision of a ticket discount program for USATF members, athlete friends, sponsors and athlete family of at least ten percent (10%); such discount can be limited to advance sale tickets

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

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

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

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

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. 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 advertising or promotional materials, including all press releases, shall be submitted to USATF for approval at least twenty-one (21) days prior to its proposed printing date. Said materials shall only be deemed approved by USATF by written consent or by the failure of USATF to respond within twenty-one (21) days of its receipt of said materials from LOC. LOC agrees that it shall designate no less than Thirty Thousand Dollars (\$30,000) in cash and/or value-in-kind 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, social media posts, advertisements, flyers and posters. Any willful or egregious action on the part of LOC which would constitute an act of moral turpitude in the community in which USATF resides or which would otherwise constitute public humiliation to USATF shall result in a material breach of this Agreement and USATF shall be entitled to immediately terminate the Agreement. Furthermore, USATF must approve the creation of any social media channels (including, but not limited to Facebook, Twitter, Pinterest and Instagram) used to promote the Championships. All hashtags or other naming conventions and postings shall be subject to USATF approval.

11.1 LOC shall consult and cooperate with USATF 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 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.

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 and the Parties to whom credentials are issued. 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, 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 USOC intellectual property in any manner not authorized by the respective USATF Indemnified Party; (ii) any breach by LOC of any provision hereof or the inaccuracy of any representation or warranty made by LOC herein; and (iii) product liability or general liability matters connected with any marketing or promotional activities conducted by LOC without written approval from the respective USATF Indemnified Party. LOC shall pay all costs, including reasonable attorneys' fees and damages finally awarded against any USATF Indemnified Party directly attributable to any such claim. USATF shall have the right, but not the obligation, to participate in the defense of the claim.

15.2 USATF, at its expense, shall defend, indemnify and hold LOC and its respective officers, governors, directors, employees, members, staff, sponsors, volunteers, agents and assigns (sometimes referred to individually as an "LOC Indemnified Party") harmless from any and all third party claims, causes of action, claims, demands damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements 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 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, 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. 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. Notwithstanding the foregoing, USATF's liability shall be limited to the rights fee stated in Section 3.0 above.

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

16.0 DISPUTE RESOLUTION. All disputes under this Agreement shall be resolved by arbitration by a single person 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 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 (b) destroy or deliver to USATF all advertising and other materials bearing USATF Marks that are still in the possession of LOC or under LOC's control; provided that LOC may retain a limited number of advertising and promotional materials solely for its own archival purposes.

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

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

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

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

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

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

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

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

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

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

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.  
342 Massachusetts Avenue, Suite 400  
Indianapolis, Indiana 46204  
Phone: (317) 261-0500

with copy to:  
USA Track & Field, Inc.  
ATTN: General Counsel  
342 Massachusetts Avenue, Suite 400  
Indianapolis, Indiana 46204  
Phone: (317) 713-4653

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.