



USATF™

U.S. OLYMPIC TEAM TRIALS – TRACK & FIELD – 2028

USATF Legal Language

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

1.1 "Agreement" means this 2028 U.S. Olympic Team Trials - Track & Field 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 Olympic Trials. Such term may include any athletic competition, exhibition, show, banquet, or other event, project, or program that USATF and LOC mutually agrees as described in Section 9.11 herein, associated with the Olympic Trials.

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

1.4 "Bid" means the 2028 U.S. Olympic Team Trials - Track & Field Request for Proposal and Bidding Handbook prepared by USATF (the "RFP").

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 Olympic Trials, and who have been approved in advance by USATF.

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

1.8 "Facility" means the stadium and the adjacent surrounding areas where the Olympic Trials will be conducted.

1.9 "Host City" means the city in which the Olympic Trials will take place.

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

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

1.12 "LOC Marks" means any and all LOC service marks, trademarks, trade names, logos, trade designations, copyrights, or intellectual properties now owned or later acquired, whether registered or not, used by or licensed to USATF 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 Olympic Trials.

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

1.14 "Media Rights" means all rights to negotiate, broadcast, and disseminate radio, television, motion picture, internet, webcast, and videotape broadcasting, telecasting, production, exhibition, or other sound or visual exploitation of the Olympic Trials, 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 Olympic Trials and/or any portion thereof in any manner in all forms of such media.

1.15 "NOC" means the National Officials Committee of USATF.

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

1.17 "Technical Requirements" means the specifications contained in the Bid, the current USATF Competition Rules book (or any updated versions), and the current WA Competition Rules book (or any updated versions) regarding the equipment and facilities necessary for the Olympic Trials.

1.18 "Term" means the period that commences on the Effective Date continuing through midnight on the date when USATF approves, in writing, the final report and accounting for the Olympic Trials.

1.19 "U.S. Center for Safe Sport" (or the "Center") means the nation's safe sport organization that has the scope and authority to resolve abuse and misconduct reports for individuals throughout the U.S. Olympic and Paralympic Movement.

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

1.21 "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 their 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.

1.22 "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.

1.23 "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.

1.24 "USATF Sponsor" means any Business Associate with whom USATF has entered into a sponsorship, provider, or supplier agreement.

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

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

1.27 "USOPC Sponsor" means a company with whom the USOPC has entered into a written sponsorship agreement.

1.28 "VIP" means those persons identified by USATF from time to time requiring special preferred treatment during the Olympic Trials.

1.29 "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"), formerly known as IAAF or the International Association of Athletics Federations, of which USATF is the member federation for the United States.

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

2.0 NATURE AND SCOPE OF AGREEMENT. LOC acknowledges that USATF,

pursuant to agreements between and/or among USATF and the USOPC, possesses the sole rights to organize, conduct and market the Olympic Trials, and all ancillary rights. USATF hereby grants LOC the right and opportunity to host the Olympic Trials, which shall also be the 2028 USATF Track & Field Outdoor Championships, in accordance with all of the terms of this Agreement. As set forth below, USATF delegates to LOC certain rights and responsibilities with respect to the Olympic Trials. LOC shall have only those rights set forth and granted herein. All rights not granted herein are reserved to USATF or the USOPC respectively. USATF shall have final authority with respect to decisions involving the Olympic Trials competition.

3.0 LOC FINANCIAL OBLIGATIONS. The representations made by LOC concerning its financial capability to conduct the Olympic Trials 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 in the amount listed in the RFP in consideration for receiving the award to host the Olympic Trials.

(b) LOC will pay USATF monetary prize money ("Prize Money") as noted in the RFP.

(c) LOC shall deposit with USATF additional money as described in the RFP for athlete support for the Olympic Trials ("Athlete Support Funds"), to be used at

USATF's sole discretion, including but not limited to, athlete travel, credentials, housing, and other on-site enhancement for the athletes at the Olympic Trials.

(d) 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 Olympic Trials. LOC shall immediately, upon presentation by USATF, execute the documentation necessary for USATF to assert a lien for the amounts due it against Olympic Trials 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 Olympic Trials.

(e) The rights fee and athlete support payment, described above, shall be considered a Budgeted Expense and shall be included in the budget.

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 Olympic Trials and shall have sole responsibility for the conduct of the Olympic Trials competition. Specifically, USATF shall have overall responsibility for, and shall oversee all aspects of the conduct of competition during the Olympic Trials. It is expressly understood by both parties that USATF has final authority during the competition with respect to the conduct of the Olympic Trials. Such oversight shall be exercised as more fully described in this Section 4 below.

4.1 **Competition Dates.** The Olympic Trials shall be held on the dates in the RFP, or alternate dates as reasonably determined by USATF.

4.2 **Event Schedule.** USATF shall prepare the schedule of events for the Olympic Trials, with input from the LOC and the Olympic Trials 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 Olympic Trials, including online event registration. USATF shall be responsible for establishing the entry fees for the Olympic Trials, and shall retain all revenues generated from such entry fees.

4.4 **USATF Management Team.** USATF shall have a competition management team which shall consist of no more than thirty-five (35) persons, including referees, technical officials, national technical officials, a Jury of Appeals (as defined in the USATF Competition Rules), a clerking coordinator, a protest coordinator, USATF event management and staff (as designated by USATF), etc. ("USATF Management Team"). LOC shall be responsible for economy air transportation or mileage, local transportation, lodging (single rooms), and a Seventy Dollar (\$70.00 USO) per diem for each member of USATF's Management Team, two (2) nights prior to, during, and for one (1) night after the Olympic Trials, for a maximum of nine (9) nights per person. If USATF's Management Team is provided meals by LOC, then LOC shall have the right to reduce the per diem payable to the

members of such team.

5.0 ADMINISTRATION. LOC undertakes to plan, host, and conduct the Olympic Trials 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 Olympic Trials as more fully detailed in this Agreement. LOC and USATF agree to establish a process for mutual engagement in the decision-making process for the planning and execution of the Olympic Trials, and the parties agree to ensure adequate representation at all key meetings and continued executive-level engagement throughout the entire planning process.

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 Olympic Trials 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 Manager, identifying contact details for each operational area for the Olympic Trials, no later than the first planning meeting as described herein. LOC shall promptly notify USATF of changes to the LOC Management Team, but in no event later than the next scheduled planning meeting as described herein.

5.2 Operating Plan. LOC shall prepare updated operating plans for submission to and review and approval by USATF, and which shall contain written updated planning progress reports for each operational area for conduct of the Olympic Trials, including, but not limited to, administration, budgeting, stadium and facility construction, facility operations, general operations, Athlete services, Olympic Trials 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 Olympic Trials, 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 expenses related to the conduct of the Olympic Trials, 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 LOC's 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 Olympic Trials, and that each has agreed to cooperate, as appropriate, with LOC and USATF regarding the conduct of the Olympic Trials.

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

(c) LOC Financial Reporting. The LOC shall provide to USATF, as and when reasonably requested by USATF, reports that compare actual costs and projected costs for the Olympic Trials 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 Olympic Trials. Such records shall include all financial transactions associated with the Olympic Trials and Olympic Trials-related activities. LOC shall permit USATF, or its designated representative, to inspect the books or records relating to the Olympic Trials. 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 Olympic Trials 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 USOPC requirements and are free of commercial signage and are suitable for the conduct of the Olympic Trials. Said venues and facilities shall be made exclusively available to USATF three (3) days prior to the start of the Olympic Trials. In addition, LOC will provide spaces for a post-event Athlete recovery area and media mixed zone as approved by USATF. These spaces shall include electric supply feeds and Internet access necessary for work as well as cooling mechanisms mutually agreed upon by LOC and USATF.

(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 Olympic Trials, 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 five (5) days prior to the start of the Olympic Trials, as well as prior to the start of, and after the conclusion of, competition on each day of Olympic Trials competition. The hours of operation for the warm-up facility/warm-up area shall be determined by the LOC and approved by USATF. Space on or adjacent to the warm up facility/area must be available for clerking officials and 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 Olympic Trials 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, as proposed by the LOC and approved by USATF, at the warm-up track and the Olympic Trials 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, security, and other necessary personnel and services, to ensure that the Facility is in top operating condition for the Olympic Trials.
- (ii) *Temporary Facilities.* LOC shall provide tents, trailers, phone lines, walkie-talkies, computers, and other temporary facilities necessary to conduct the Olympic Trials.
- (iii) *Stadium Look.* LOC shall consult with USATF and the USOPC, and obtain their prior written approval, with respect to a suitable and uniform "look" to the Facility for the Olympic Trials. Any signage of Business Competitors shall be covered at LOC's sole expense. Business Associates may purchase, from USATF, the rights to place signage in camera-visible locations at rates to be determined by USATF. LOC shall also ensure that appropriate directional signage is installed throughout the Facility.
- (iv) *Power/On-field conduits.* LOC shall ensure that adequate electrical power (220v system or better) 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. 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 warm-up area 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 Olympic Trials. 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 Olympic Trials. USATF shall have the right to place USATF Designated Marks on the scoreboard at USATF's expense.

- (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 Olympic Trials. The videoboard must be able to interface with (1) the computerized results processing system used at the Olympic Trials, (2) the advanced graphics and/or video functions provided by the television broadcaster for the Olympic Trials, and (3) the in-stadium Olympic Trials production (as further described below). USATF shall have the right to place USATF Designated Marks on the videoboard at USATF's expense.
- (viii) *Video Feeds.* LOC shall provide television monitors, capable of receiving a video feed from the Olympic Trials broadcast, to be located in key areas in and around the Facility, as mutually agreed between USATF and LOC. These areas may include, but not be limited to: clerking area, warm-up area, Athlete/coaches hospitality area, VIP hospitality area, doping control room, USATF Management Team office, media tribune and other media work areas, mixed zone, and other areas as mutually agreed between USATF and LOC. The parties have agreed LOC shall provide additional television monitors or technical video feed to the media mixed zone, post event area, and the Athlete and coach's hospitality area.
- (ix) *Technical Video/film.* USATF shall provide a means of producing video of key designated competition areas, such that the Olympic Trials 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. All costs of this service will be borne by USATF. LOC shall be responsible for providing an adjacent, private and secure location to the field of play to be used exclusively by the video review company. Adequate, power and internet (as reasonably determined by USATF) should also be available.
- (x) *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 Olympic Trials. Said lighting shall be evenly distributed around the track oval, including both turns, and all field event competition venues. In the event that broadcaster requires a pre-event lighting inspection or consultation all costs of such inspection or consultation shall be borne by the broadcaster.

(xi) *Transportation.* LOC shall provide a reasonable number of golf carts, but no more than 2, for USATF's use during the Olympic Trials.

(d) Facility Meeting Space. LOC shall ensure that adequate meeting, work, storage and/or office space, at a location(s) proposed by the LOC and approved by USATF, is available during the Olympic Trials, to accommodate operational areas including, 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; competition officials; volunteers; VIP hospitality; doping control operations; medical services; National Team processing; accreditation; media operations, and any other functional workspace 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: Internet with minimum 51230MB up/down, WIFI with enterprise level hardware and systems with specific connectivity in the following areas: athlete warmup, clerking, television compound, press box, press work area, mixed zone, doping control, jury of appeals, USATF management office, VIP areas, Team processing area; and basic office supplies. USATF retains the right to provide and place USATF signage in these operational areas. 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 computer, printing, and reproduction equipment (industrial copier) necessary to manage the recording 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 and will provide staff and volunteers to manage production and distribution of results.

(iii) *Production Booth.* LOC shall consult with USATF to ensure that adequate accommodations are available at the Facility for the stadium announcers and the Olympic Trials production team operations detailed below.

(iv) *Television Production Compound.* LOC shall ensure that adequate space is set aside free-of-charge for the equipment and production operations of the Olympic Trials broadcaster, and for international broadcasters receiving "feeds" from the Olympic Trials 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.

(vi) *Jury of Appeals Finish Line Seating Area.* In addition to the Jury of Appeals office, LOC shall provide a private and secure covered work area for use of the USATF Jury of Appeals each day of Olympic Trials competition. The Jury of Appeals work area must be of sufficient dimensions to comfortably accommodate up to eight (8) 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.

(vii) *Team Processing Center.* LOC shall ensure adequate space of no less than 20,000 sq/ft, at a location determined by USATF, for the processing of the Olympic Games qualifiers throughout the duration of the Olympic Trials.

(e) Parking. LOC shall ensure that parking (free or at a mutually agreed price) is available during the Olympic Trials to accommodate spectators, competition officials, USATF and LOC meet management personnel, television broadcast production personnel, photographers, as well as sponsors and other VIPs. All officially designated parking areas shall feature USATF-approved signage featuring the Olympic Trials Logo (as defined later in this Agreement) and USATF Designated Marks. 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 300, with a maximum of 75 spaces proximate to stadium and 225 with shuttle access to stadium).

(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 USOPC and USATF Sponsors. More specifically, all food and beverages served or sold at the Olympic Trials and provided by LOC or its approved licensees or concessionaires shall be served in non-branded containers if branding on containers is not that of a USATF or USOPC Sponsor.

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

7.1 Housing. LOC shall identify and provide USATF with a list of hotel properties with a confirmed number of rooms, room rates and meeting space -- willing and capable of satisfying USATF's housing and meeting room needs for the Olympic Trials, as more fully detailed below. LOC shall further ensure rates have been negotiated with such hotel properties such that the best possible rates are provided and that adequate numbers of low-cost housing options are made available to attendees of the Olympic Trials.

(a) USATF Room Blocks. USATF shall contract with, and control the rooming blocks for, hotel properties for the Olympic Trials headquarters hotel(s), which shall include Athletes and coaches housing. USATF reserves the right to contract with separate hotel properties for any additional needs. In the event LOC has already secured hotel room blocks at preferred hotel properties during the Olympic Trials, LOC shall release sufficient rooms to fulfill USATF's needs for its select Athletes, USATF staff and USATF VIPs. Notwithstanding the first sentence, LOC shall retain financial responsibility for the housing, at a mutually agreed upon location, of USATF's Management Team of no more than thirty-five (35) persons, as provided above.

(b) LOC Room Blocks. LOC shall contract with hotel and/or other properties to ensure that sufficient housing is provided, at LOC's expense, for competition officials as defined in Section 9.3 below. LOC shall ensure sufficient housing is made available for media (200 rooms; 300 beds), sponsors, spectators, and friends and families of Athletes at their expense. LOC may retain commissions, rebates or "up-charges" associated with these housing arrangements. Should LOC elect to provide housing at any local campus facility, LOC shall fully indemnify USATF from any and all liability associated with such housing accommodations, as more fully set forth in Section 15.1.

7.2 Meals. LOC shall provide USATF's Management Team with a Seventy Dollar (\$70.00) per diem, beginning two (2) days prior to and one (1) day after the end of the Olympic Trials competition, for a maximum of nine (9) nights. LOC shall ensure that meals, selected in consultation with USATF and subject to USATF's approval, are provided for Competition Officials during competition, as provided below, and a Seventy Dollar (\$70.00 USD) per diem is provided to in-stadium event production personnel (of up to nine persons) during their stay in the Host City while working at the Olympic Trials. LOC shall also provide light snacks and beverages for the Competition Officials, in-stadium event production personnel, and working media at the Facility. LOC shall arrange for separate eating areas for each of the above-named groups at the Facility.

7.3 Ground Transportation. All standard passenger vehicles and/or sport utility vehicles used in conjunction with the Olympic Trials or any of the obligations of LOC herein

shall not embody branding, decals or any other notices of a Business Competitor. Furthermore, said vehicles shall be branded with USOPC and/or USATF-supplied logos. USATF will use reasonable efforts to help LOC secure vehicles from a USATF and/or USOPC Sponsor. LOC shall arrange for the following ground transportation related to the Olympic Trials:

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

(b) Practice and Competition Venues. LOC shall arrange and provide free transportation from the pre-determined meet hotel (for any and all Athletes, coaches, USATF 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 the pre-determined meet hotels to the practice facility, if not close in proximity to the Facility, and from the practice facility to the Facility, for a period of time mutually agreed to by LOC and USATF.

(c) Vaulting Poles. LOC shall ensure that special storage and transportation arrangements are in place to accommodate Athletes with pole vault poles. Upon notification by LOC of these arrangements, USATF shall advise pole vault Athletes, their agents and coaches, of these special arrangements in the Olympic Trials entry booklet and on the USATF website. LOC shall designate a contact person to assist with the logistics of the transporting of pole-vaulting poles.

(d) Rental Vehicles. Notwithstanding any other provision herein, LOC shall also provide ten (10) rental vehicles for the use of USATF Staff, and designated Committee Chairpersons, and six (6) minivans or full-sized vehicles for the use of the USATF Competition Management Team five (5) days prior to the start of, and two (2) days after the conclusion of, the Olympic Trials; provided, however, that the parties further agree that one of the above-mentioned rental vehicles shall be made available to USATF up to five (5) days prior to the start of, and two (2) days after the conclusion of, the Olympic Trials. LOC warrants that any such rental vehicles shall not embody branding, decals or any other notices of a Business Competitor of a USATF or USOPC Sponsor.

7.4 Accreditation. LOC shall, at its own cost and expense, design and produce the Olympic Trials photo credentials, in consultation with USATF and subject to USATF's prior approval. LOC acknowledges and agrees that a credentialing plan shall be used to control and restrict access of Athletes, coaches, agents, media, VIPs, guests, and competition officials to designated areas, and to receive certain services (as applicable), including but not limited to, meals, transportation, hospitality, 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 Olympic Trials venues and facilities and further LOC shall submit any names to USATF and allow adequate response time for any individuals receiving a credential for this event. 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, which the LOC will implement, and which must be approved by USATF. LOC acknowledges that each Athlete shall receive one (I) complimentary Athlete credential, one (I) complimentary Athlete Registered Coach credential, and one (1) complimentary Athlete Registered Medical credential. Additionally, credentials shall be issued by USATF to Authorized Athlete Representatives.

(b) Athlete Support Credentials. Athlete Registered Coach, Athlete Registered Medical, and Authorized Athlete Representative credentials will be available only in the packet pick-up area and shall be issued solely in accordance with USATF's requirements and solely monitored by USATF.

(c) Athlete Safety & Fair Play. LOC agrees to abide by all U.S. Center For Safe Sport, USADA and USATF Safe Sport and anti-doping regulations by enforcing all Safe Sport and doping suspensions. LOC shall not provide Olympic Trials credentials to any individual currently listed on any Safe Sport and/or doping suspension list, including but not limited to the USADA, U.S. Center For Safe Sport and USATF suspension lists. Individuals who appear on the current suspension list(s) are prohibited from receiving credentials which allows them to gain access to Athletes and/or other privileged areas before, during, and following the Olympic Trials. A copy of the most current suspension list(s), which is updated periodically, can be found on USATF's website at www.usatf.org, or on the USADA website at www.usada.org, or on the U.S. Center For Safe Sport website at www.uscenterforsafesport.org. LOC is responsible for checking the most current list of doping and Safe Sport suspensions prior to issuing any event credentials. LOC shall submit all individuals for credentials to USATF for review against any other Safe Sport disciplinary lists. Further, all coaches and athlete support receiving credentials must meet all USATF requirements.

7.5 Volunteers. LOC shall arrange for appropriate volunteers to provide needed assistance to athletes, LOC, and USATF for the Olympic Trials, to supplement and assist Olympic Trials administrative personnel, to serve as doping control escorts, and to provide other appropriate assistance in connection with the Olympic Trials. LOC shall be aware of USATF's Volunteer Handbook which can be viewed on USATF's website and all LOC volunteers shall comply with the USATF Safe Sport requirements.

7.6 Security. LOC is responsible for providing the security and protection for all participants in, and spectators at, the Olympic Trials. 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 Olympic Trials. 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 Olympic Trials, 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 Olympic Trials. LOC shall be aware of and utilize, if necessary, USATF's Emergency Response Plan. Industry best practices for safety and security must be achieved in accordance with the size and scope of the event. LOC shall also provide USATF with an Emergency Action Plan (EAP) for all venues and facilities being used for the Olympic Trials and/or any Ancillary Events at least forty-five (45) days before said event.

7.7 Uniforming. LOC shall ensure at its expense, in consultation with and subject to USATF's approval, that all Olympic Trials competition officials, television broadcast production personnel (no more than 15), the LOC Management Team and volunteers are clothed in uniforms (i.e., t-shirt and hat, polo shirt and hat, footwear, etc.) that provide a professional, customer service friendly image. LOC acknowledges that all such uniform items shall be that of the USATF Sponsor for apparel. LOC may purchase uniform items from USATF; alternatively, USATF will use its reasonable efforts to assist LOC in sourcing and/or securing such products from USATF Sponsors or suppliers.

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

8.1 Packet Pick-Up. LOC shall provide personnel and/or volunteers to work in conjunction with USATF to administer, prepare and distribute Athlete Credentials prior to and during the Olympic Trials. LOC shall provide updated Olympic Trials logistical information to USATF to communicate to its Athletes. Prior to the start of competition, Athlete Accreditation should be located at a location adjacent to the competition Facility.

8.2 Athlete Competition Bibs and Hip Numbers. Subject to USATF's approval, LOC shall provide, at LOC's expense, competition bibs, including Athlete names, 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 LOC and approved by USATF, in consultation with LOC and the USOPC, and may include USATF and/or USOPC Sponsor marks, as described in this Agreement.

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, a live feed of the Olympic Trials events, sufficient fans to keep the air circulating within the tent, and ample snacks and drinks for the Athletes. All food, beverages or snacks provided (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 or USOPC Sponsor. Access to the Athlete hospitality tent shall be limited to Athletes, their agents and coaches, and USATF Athlete services staff.

8.4 Coaches/Agents Hospitality at Facility. Subject to USATF's discretion, LOC shall provide a tent in a prime location at the Facility, upon USATF's approval, for Coaches/Agents hospitality. Consistent with a first-class event, LOC shall provide within the hospitality tent, a live feed of the Olympic Trials events, sufficient fans to keep the air circulating within the tent, and ample snacks and drinks for the Coaches and Agents. All food, beverages or snacks provided (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 or USOPC Sponsor. Access to the Athlete hospitality tent shall be limited to coaches, and USATF Athlete services staff.

8.5 Athlete Eligibility and Qualification. USATF shall have the sole responsibility for determining the eligibility and qualification standards for athletes participating in the Olympic Trials in compliance with the rules and standards of USATF, the WA, the USOPC and the IOC. USATF hereby certifies that members of the Olympic Track and Field Team will be nominated according to the USOPC approved team selection procedures. USATF shall have the sole responsibility for preparing the entry form for qualifying athletes and administering the entry process; provided that USATF may assign the responsibility for any or all portions of the entry process to LOC, provided, further, however that USATF agrees to provide LOC with notice of such assignment by March 5, 2028 or as soon as reasonably practical thereafter.

9.0 OLYMPIC TRIALS OPERATIONS. LOC undertakes to manage, plan and administer competition day operations to ensure a first-class, high caliber Olympic Trials 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 Olympic Trials 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 Olympic Trials. USATF shall have final approval of timing system and devices, starting blocks and false start detection system used during the Olympic Trials. LOC shall prepare emergency arrangements for re-stocking or replacing any equipment damaged, broken, lost, stolen or otherwise incapacitated during the Olympic Trials, so that the published competition time schedules are not delayed. USATF will use reasonable efforts to assist LOC in securing competition equipment from USATF and USOPC Sponsors or suppliers, at reduced or no cost to LOC.

9.2 Timing and Results. Subject to USATF approval of the timing and results company, LOC shall ensure that fully automatic timing is in place for the Olympic Trials, and LOC shall collaborate with USATF to ensure that the computerized timing devices and software are capable of interfacing with television broadcast equipment, the on-site electronic scoreboard and videoboard, and is able to provide on-site media, doping control and participants with "real time" results. Said automatic timing expense shall be borne exclusively by LOC. LOC shall also ensure that no commercial advertising is associated with the timing devices and software that will be in use at the Olympic Trials, unless approved by USATF in advance.

9.3 Competition Officials. LOC shall provide room and board for no more than one hundred forty (140) competition officials (the "competition officials"), as selected by USATF, for the duration of their stay in the Host City, while working at the Olympic Trials. Housing, in principle, shall consist of double occupancy rooms. In addition, LOC shall ensure the provision of breakfast at the housing property for the duration of the competition officials' stay in the Host City and LOC shall provide a two hundred dollars (\$200) honoraria for each of the head competition officials, as designated by USATF (not to exceed twenty (20) head competition 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 or USOPC Sponsor.

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

(a) The production team shall consist of a minimum of three (3) event announcers, four (4) field spotters, one (1) producer and one (1) on-field announcer/interviewer. 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 a Seventy Dollar (\$70.00 US) per diem, for the Olympic Trials production team during the Olympic Trials.

(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 Olympic Trials, at least fifty (50) days prior to the start of Olympic Trials 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 top six (6) finishers in each Olympic Trials' event (as determined by USATF) with appropriate recognition during the Olympic Trials. LOC shall determine the design of the medals and USATF shall approve the medals. LOC shall determine the presentation protocol in connection with the award ceremonies subject to USATF approval. LOC shall implement such arrangements related to the award ceremonies, and shall be financially responsible for, the cost of producing the medals. LOC will have an opportunity to designate presenters for select award presentations as mutually agreed upon by both parties. The parties shall cooperate to finalize the award presentation plan no later than forty-five (45) days prior to the Olympic Trials.

9.6 Bottled Beverages. LOC shall ensure adequate USATF-approved sealed bottled water and sports beverages are available to Athletes, media and competition officials,

for their consumption and replenishment during Olympic Trials competition days, at the warm up area, doping control area, practice area, Olympic Team sign-up, media work areas, 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 (3) liters per day per Athlete. All food, beverages or snacks provided to Athletes and Competition Officials shall be served in non-branded containers if branding on containers is not that of a USATF or USOPC Sponsor.

9.7 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 USATF:

(a) a hospitality area(s) at the Facility, including amenities (including, but not limited to a television monitor with a live feed of the Olympic Trials, food and beverage) for the use, comfort and entertainment of USATF Sponsors and others selected by USATF. The hospitality area(s) shall be open during the hours mutually agreed by USATF and LOC;

(b) a hospitality area(s) at or near the Facility for use by USATF's Sponsor(s) for their use, comfort and entertainment of invited guests at mutually agreed upon hours; and

(c) 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.

Subject to availability, 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 and Medical Liaison shall assist in the recruitment of local and regional medical service volunteers for the Championships. The medical personnel selected and funded for travel by USATF shall be in the sole discretion of USATF. Subject to the provisions of this Section 9.8, LOC shall provide emergency medical personnel, first aid, and medical equipment to provide emergency medical services to Athletes, spectators, and officials during the Championships. LOC shall provide a facility Emergency Action Plan (EAP) to USATF at least sixty (60) days prior to the Championships for USATF approval which shall detail (at a minimum) the arrangements for (1) the provision of a defibrillator at the Facility; (2) the availability and staffing plan for EMT services including ambulance(s), (3) the provision of a list of hospitals within a ten (10) mile radius of the Facility; (4) a schematic with anticipated medical treatment areas at the competition and practice facilities; and (5) the provision of ice and towels for Athlete and medical staff use. All medical personnel (except EMT and first aid personnel) 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. 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. An ambulance will be on-site for practice and competition days, and will be at the expense of the LOC.

9.9 Emergency Evacuation Plan. LOC shall have an emergency evacuation plan in place for the Olympic Trials, 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 evacuation plan, a copy of which shall be provided by LOC to USATF no later than ninety (90) days preceding the Olympic Trials.

9.10 Drug Testing. LOC acknowledges that applicable WA, USOPC, and USATF rules require drug testing at the Olympic Trials 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 Olympic Trials. (All beverages and snacks provided to Athletes in the doping control area shall be served in non-branded containers if branding on containers is not that of a USATF or USOPC Sponsor.) LOC shall consult with USATF's legal department and high-performance programs department to ensure its drug testing procedures are in compliance with applicable rules, regulations, and protocols. Doping control shall be administered by USADA in accordance with agreements between and among USATF, the USOPC, WADA and the WA.

9.11 Ancillary Events. USATF and LOC may stage non-competitive events and activities, such as banquets, youth clinics, coaching seminars, fan fests, etc. before, during or immediately after the Olympic Trials (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.

9.12 Athlete Tracking. In connection with Athlete Tracking during the events, LOC shall provide USATF or its third party provider with the following at LOC's expense: hardwired internet in the main working space for three (3) people; fiber connections to three (3) locations around the stadium; a six foot (6') table and two (2) chairs at the clerking area; power and internet at the clerking area; a six foot (6') table and two (2) chairs at the track exit; and a secure location within the stadium to charge the athlete tracking tags. Additionally, LOC shall provide two (2) volunteers per day of the Olympic Trials to assist USATF or its third party

provider collect athlete tracking tags following each competition.

10.0 COMMERCIAL RIGHTS. LOC acknowledges that the USOPC and/or USATF owns all revenue sources, including all commercial rights to the Olympic Trials, 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. The USOPC owns all Media Rights in the Olympic Trials including transmission and distribution by means of all television, radio, Internet, or any other technology or medium whether now in existence or later developed. LOC shall cooperate with USATF in ensuring that appropriate language is placed on all ticket backs and accreditation credentials giving effect to the USOPC's exclusive ownership of Media Rights in and to the Olympic Trials 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 USOPC and USATF Sponsors. LOC acknowledges that the USOPC and USATF have legally binding contractual commitments to USOPC and USATF Sponsors, respectively, which include, but are not limited to, requiring placement of USOPC and USATF Sponsor signage at the Facility, at the headquarters and Athlete hotels, the placement of USOPC and USATF Sponsor advertising in Olympic Trials publications, the provision of free exposition space, free "prime or best" tickets and hospitality access, and parking privileges and access to event shuttle transportation. No entity or individual other than USOPC or USATF Sponsors or licensees shall be granted the right to distribute premium or promotional samples or other items during the Olympic Trials, without USATF's express written consent.

(a) Any required USOPC or USATF Sponsor signage will be provided at no cost to the LOC. A list of USOPC's and USATF's current national sponsors and Protected Categories can be found in the links within the RFP. LOC shall contact USATF's Marketing Department to verify the current status of both the USATF & USOPC Sponsors and Protected Categories.

(b) LOC shall cooperate and consult with USATF to ensure that USOPC and USATF Sponsor contractual obligations are met. It is expressly understood by all parties that all signage in areas accessible only via ticket or credential shall be controlled by the USOPC and USATF. LOC shall ensure that only USATF or USOPC Sponsor signage is visible by the broadcast equipment of the approved Olympic Trials broadcaster. Furthermore, LOC acknowledges any future Facility sponsor agreements will provide for an exclusion of any requirements for Facility signage during the Olympic Trials, 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 (including beer) served at the Facility or Ancillary Events of the Olympic Trials, including at all hospitality areas and press conference areas, are provided by USOPC Sponsors or are served in generic, unbranded containers, (ii) not authorize (and use commercially reasonable efforts to prevent) the distribution of samples or other promotional items in proximity to the sites of the Olympic Trials

by entities other than USOPC Sponsors, (iii) not authorize (and use commercially reasonable efforts to prevent) Business Competitors of USOPC Sponsors to publicize any sponsor, supplier or other commercial relationship with the Olympic Trials at or in proximity to the Olympic Trials, (iv) not permit any third party that is not a USOPC Sponsor to publicize any commercial relationship with the Olympic Trials on the tickets therefor, and (v) provide USATF Sponsors the opportunity to supply any needed services or products for the Olympic Trials and to refrain from using services or products from any Business Competitors. In the event a Business Competitor provides a service or product for the Olympic Trials, said Business Competitor shall not be permitted to promote its affiliation with the Olympic Trials or with the LOC during the Olympic Trials.

10.3 VISA Sponsorship. LOC agrees to honor the commitments entered into between VISA and the USOPC in all Olympic Trials sales channels controlled by LOC and/or venue. On-site at the event, and with any digital footprint, the parties agree to consult in advance to ensure that the appropriate VISA requirements will be met for any goods, services, tickets or donations in connection with the Olympic Trials, and that all associated sales outlets will appropriately display any point-of-sale signage promoting usage of VISA payment methods, as communicated to LOC by USATF and/or the USOPC. LOC and USATF shall consult on all aspects of the fulfillment of VISA deliverables in connection with the Olympic Trials. Nothing in this Section requires that third party vendors such as food carts accept only VISA cards if operating outside the Olympic Trials footprint.

10.4 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 or USOPC Sponsors. LOC shall submit all its negotiated sponsor packages to USATF for final approval, prior to entering into any legally binding commitments. The parties agree that only companies that have been mutually agreed to in writing by the duly authorized representatives of both parties, as described above, shall receive commercial identification for any product or service or any promotional matter of any kind (e.g., name, logo, trademark or trade name of any third party) to appear: (a) in camera-visible competition areas of the Olympic Trials, or (b) in camera-visible areas that are located in proximity to the sites of the Olympic Trials.

(a) Subject to the language above, LOC may sell local Olympic Trials 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. USOPC Sponsors.
- iii. Third parties that do not conflict with USATF or USOPC Sponsors.

LOC acknowledges that only USATF and USOPC Sponsors who are also approved

broadcast advertisers may have camera-visible signage at the Facility during the Olympic Trials. 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 Olympic Trials, or (b) in camera-visible areas that are located in proximity to the sites of the Olympic Trials (to the extent controlled by LOC).

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

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

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

10.6 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 USOPC or USATF sponsors or licensees shall be granted the right to engage in automotive, apparel or shoe sales, or to distribute premium or promotional samples or other items in the exposition area or at any Olympic Trials venue or facility, without USATF's express written consent. 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.*, 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. USATF shall have a signage presence at each entry point to and throughout the event expositions area, as mutually agreed upon between the parties but no less than five (5) signs total.

10.7 Souvenir Olympic Trials Program. LOC, in cooperation with USATF and the USOPC, shall design and produce a paper or digital Olympic Trials program (the "Event Program") and if applicable, a digital seat enabled website (the "Digital Seat"). Any design and/or hosting costs associated with the Digital Seat shall be borne by the LOC. The design element of the Digital Seat shall be subject to the approval of USATF. Notwithstanding the foregoing, any costs associated with integrations by USATF Sponsors shall be the responsibility of USATF. USATF shall have final control and approval over the content and placement of content and advertising within the Event Program and the Digital Seat. Advertising in Event Program and the Digital Seat is subject to sponsor and category restrictions of USATF and the USOPC, as described above. Such Event Program shall include or provide for the following:

- (a) adequate space within the Event Program, as reasonably requested by LOC, shall be available to LOC in order to fulfill its contractual obligations to LOC Sponsors (all copy, advertisements, or art work necessary to fulfill LOC Sponsor obligations hereunder shall be provided to USATF on a date to be mutually agreed upon between LOC and USATF);
- (b) placement of USOPC and/or USATF Sponsor logo(s); and
- (c) a QR code linking to the results for the Olympic Trials.

10.8 National and Local Marketing. The USOPC and USATF shall oversee all national marketing and promotion related to the Olympic Trials. LOC shall conduct, subject to USATF's prior written approval, all regional and local area marketing and promotion of the Olympic Trials, provided that such regional and local area marketing and promotion shall recognize the (1) title sponsor, if any, of the Olympic Trials, (2) the fact that the Olympic Trials are part of the "USATF Championships Series," (USATF reserves the right to rename this series at any time, at its sole discretion) and (3) the fact that the Olympic Trials 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.

10.9 Merchandise and Licensing. The USOPC owns and controls all merchandising and licensing rights related to the Olympic Trials utilizing the term "Olympic" or bearing the Olympic rings logo. USATF will control all aspects of merchandising sales and will retain all revenues from such sales. LOC shall provide USATF, free of-charge, at least one (1) point-of-sale location (no smaller than 50' x 120') for the exclusive sale of USATF/USOPC merchandise, which location shall be in the fan zone, as determined by USATF in consultation with LOC.

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

- (a) LOC and USATF shall mutually agree upon ticket pricing for the Olympic Trials;

(b) LOC shall design the Olympic Trials tickets subject to written approval by USATF and the USOPC. The LOC plan for the sales and distribution of tickets must be approved in advance by USATF, and shall meet all USOPC and USATF Sponsor requirements;

(c) Provision of adequate Facility seating for Athletes and athlete support personnel (a minimum of 400 seats);

(d) Provision of 400 "prime or best" Facility tickets for each day of the Olympic Trials 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) Provision of a ticket discount program for USATF members, Athlete friends, and Athlete family of at least ten percent (10%); such discount can be limited to advance sale tickets, and USATF shall provide membership verification services for this purpose;

(t) LOC and USATF shall consult on ticketing of prime Facility seating locations and the necessary and required broadcast or print media "seat kills."

(g) LOC shall cooperate with USATF in ensuring that appropriate language (as supplied by the USOPC) is placed on all ticket backs and accreditation credentials giving effect to USOPC's exclusive ownership of media rights in and to the Olympic Trials, prohibiting ambush marketing at the Olympic Trials, 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.

10.11 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 and are subject to USOPC approval. LOC's commitments to donors shall not supersede or displace USOPC or USATF Sponsor benefits.

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

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

LOC shall require that all Olympic Trials 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 Olympic Trials sponsors shall use any USATF or USOPC Marks, except as identified herein. In conjunction with the USOPC, USATF shall create, design, and own the Olympic Trials logo ("Olympic Trials Logo") which shall be the exclusive logo used for any and all promotion and marketing of the Olympic Trials. No other logo shall be approved for use in promoting the Olympic Trials. The Olympic Trials Logo and all such designs, logos, trademarks and trade names created for the Olympic Trials 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 Olympic Trials Logo, including but not limited to, which vendors LOC may engage to produce materials which include the Olympic Trials 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 Olympic Trials Logo granted to LOC shall terminate at 12:01 a.m. on the day following the Olympic Trials.

10.13 Olympic Trials Logo. Subject to USOPC and USATF written approval, LOC may utilize the USOPC designed and owned Olympic Trials logo for promotion and marketing of the Olympic Trials. The Parties acknowledge that prior written approval of any use of the Olympic Trials logo must be obtained from the USOPC by USATF and that the USOPC will retain ownership of said logo in perpetuity. LOC's right and license to use the Olympic Trials Logo is subject to the following material conditions:

- (a) if provided, each use of the Olympic Trials Logo must be accompanied by an authenticating notice approved by the USOPC (*e.g.*, 36USC220506);
- (b) the Olympic Trials Logo must be reproduced fully, accurately and without embellishment. No partial version of the Olympic Trials Logo or component thereof may be used at any time for any purpose without the USOPC's prior written consent;
- (c) LOC shall submit, for advance written approval, representative samples of all advertising and promotional materials containing the Olympic Trials Logo;
- (d) LOC will not authorize or permit any third party, including, but not limited to, sponsors, suppliers and licensees of LOC and the owner of any Olympic Trials sites, to use the Olympic Trials Logo without the USOPC's prior written consent;
- (e) LOC will not use the Olympic Trials Logo, or authorize the Olympic Trials Logo to be used or exploited, in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of the USOPC or the Olympic movement, nor in any manner that

is inconsistent with the Olympic Charter or contrary to applicable laws;

(f) LOC will not use the Olympic Trials Logo on premiums or on merchandise for retail sale without the prior written consent of the USOPC, which, if given, will require that all merchandise bearing the Olympic Trials Logo shall be sourced through existing USOPC Licensees and shall be subject to USOPC approval, and shall comply with the Merchandise Guidelines provided by the USOPC;

(g) LOC will not, during the term of this Agreement or thereafter, attack the title or any rights of the USOPC in and to the Olympic Trials Logo;

(h) LOC will not at any time adopt or use any mark confusingly similar to, or a simulation or colorable imitation of, the Olympic Trials Logo;

(i) LOC will not use the trade name, trademark or service mark of any third party on any materials bearing the Olympic Trials Logo without the USOPC's prior written consent, and LOC will not use the Olympic Trials Logo in any manner that creates or implies any association or affiliation between a third party and the Olympic Trials, the USOPC, the Athletes, or the Olympic Games;

(j) without the prior written consent of the USOPC, LOC will not use or permit the use by third parties of any Olympic Identifications (other than use of the Olympic Trials Logo as authorized herein) in connection with the staging or promotion of the Olympic Trials.

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 Olympic Trials. LOC shall exercise its best efforts to make the Olympic Trials 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 Olympic Trials, LOC shall take into consideration the best interests of the participating Athletes and the selection of the United States Olympic Track & Field Team for the 2028 Summer Olympic Games. USATF shall consult with LOC to optimize public awareness of the Olympic Trials. LOC shall use its best efforts to promote the Olympic Trials, 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 Two Hundred Fifty Thousand Dollars (\$250,000.00 USD) in cash and/or value in-kind in its budget for advertising and promotion of the Olympic Trials. In addition, LOC shall identify USATF as the sanctioning body of the Olympic Trials in all printed materials related to the Olympic Trials, including but not limited to, advertisements, flyers, digital communications, 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, X (Twitter), SnapChat, Pinterest, TikTok and Instagram) used to promote the Olympic Trials. All hashtags or other naming conventions and postings shall be subject to USATF and USOPC approval.

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

11.2 LOC shall consult and cooperate with USATF and the USOPC with respect to the organization of all media operations for the Olympic Trials. LOC shall ensure, subject to USATF approval, that adequate planning, administration and space is allocated for services and equipment needs of all print and broadcast media (including credentialed photographers) attending the Olympic Trials and shall provide staff, volunteers and equipment necessary to successfully manage media operations, including but not limited to: management of media tribune, mixed zone, photographer marshaling, marshaling of Athletes for broadcast and print media interviews, results distribution, and post-event press conferences. 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 Olympic Trials. All expenses associated with this section and the operation of the media operations shall be borne by the LOC.

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

11.4 LOC shall provide media facilities which, at minimum, provide: (a) 150 work spaces in a media tribune, to be located on the facility's home stretch, with electric power, internet or wifi access, and direct sight of the competition area; (b) 150 work spaces adjacent to the mixed zone area, with electric power, lighting, internet or wifi access; (c) hard-line internet access available for photographers in area adjacent to mixed zone; (d) formal press conference area at the end of mixed zone, to be used following event finals and for other press conferences as needed.

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 Olympic Trials. LOC agrees to provide USATF designated local Association representatives with VIP credentials to the Olympic Trials 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 Olympic Trials and the obligations of LOC pursuant to this Agreement.

(a) Commercial General Liability insurance with limits not less than \$2,000,000 each occurrence and \$4,000,000 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 Olympic Trials, 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 Olympic Trials with limits not less than \$10,000 per participant for Accident Medical coverage and \$25,000 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 Olympic Trials 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 Olympic Trials; 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 Olympic Trials 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 Olympic Trials. Said report shall include an accounting of all revenues garnered using VISA payment methods (including, but not limited to ticket sales, concession sales, and all financial transactions within the exposition area), an economic impact study for the duration of the Olympic Trials as well as a demographic study of the attendees of the Olympic Trials, along with data relating to advertising activities and sponsorship sales. LOC shall also provide attendee data (including 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 Olympic Trials operational plan with final conclusionary explanations of successes, failures, opportunities, and suggestions for future improvements, based upon its experience of hosting the Olympic Trials.

15.0 INDEMNIFICATION.

15.1 LOC at its expense, shall defend, indemnify and hold USATF, USOPC and the WA, their respective officers, directors, employees, members, staff, sponsors, volunteers, agents and assigns (sometimes referred to individually as an "Indemnified Party") harmless from any and all causes of action, claims, demands, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which LOC is responsible arising out of or related to this Agreement including, without limitation, injuries or death to spectators, athletes or officials and property damage. In addition, LOC shall also indemnify the respective Indemnified Party for LOC's: (i) use of USATF Marks, WA or USOPC intellectual property in any manner not authorized by the respective Indemnified Party; (ii) any breach by LOC of any provision hereof or the inaccuracy of any representation or warranty made by LOC herein; and (iii) product liability or general liability matters connected with any marketing or promotional activities conducted by LOC without written approval from the respective Indemnified Party. LOC shall pay all costs, including reasonable attorneys' fees and damages against any Indemnified Party directly attributable to any such claim. USATF or LOC, as the case may be, shall notify the Indemnified Party in writing of any such claim and shall give the Indemnified Party information and assistance for the defense of any such claim. USATF shall have the right, but not the obligation, to participate in the defense of the claim and with counsel of its choosing.

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

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

16.0 DISPUTE RESOLUTION. All disputes under this Agreement shall be resolved by arbitration by a single person agreed upon by the parties or, in the absence of agreement, appointed in accordance with the commercial rules established between the USOPC and New Era Arbitration. 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 established between the USOPC and New Era Arbitration (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 established between the USOPC and New Era Arbitration. 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 Olympic Trials, 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 Olympic Trials, then LOC shall have only five (5) days to cure its breach, prior to USATF's ability to exercise its right of termination. USATF will not have any obligation to LOC upon termination of this agreement hereunder, or under Section 18 below. Upon the expiration or termination of this Agreement for any reason, LOC shall cease all use of USATF Marks and the USOPC Identifications granted to LOC under this Agreement, and its rights to use the same shall terminate. LOC shall immediately (a) cease distribution of all advertising and other materials bearing any USATF Marks and USOPC Identifications, and (b) destroy or deliver to USATF all advertising and other materials bearing USATF Marks and the USOPC Identifications that are still in the possession of LOC or under LOC's control; provided that LOC may retain a limited number of advertising and promotional materials solely for its own archival purposes.

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

18.1 Effect of Force Majeure Event. If either party is unable to perform or is precluded from performing any of its obligations under this Agreement due to a Force Majeure Event, such party shall have the right to terminate this Agreement by giving the other party written notice of such termination and the nature of such qualifying Force Majeure Event. If a party terminates this Agreement due to a Force Majeure Event, the affected party's nonperformance of its obligations shall not be deemed a breach of this Agreement. In the case of a Force Majeure Event, USATF shall refund to LOC all payments made under Section 3(b) herein related to athlete prize money that are not paid out to the Athletes.

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

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

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

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

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

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

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

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

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

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

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

20.2 It is a corporation duly organized and validly existing under and by virtue of the laws of the state of where it is incorporated, as documented in the bid.

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 Olympic Trials 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.

20.9 It is not aware of any disputes or legal proceedings that have been, or are threatened to be, filed against it that could have a material adverse effect on LOC's ability to host a first-class high caliber track and field competition.

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 Agreement and the terms of any other document dated prior to the date of this Agreement, the terms of this Agreement shall control and be final and binding on all parties.

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 Olympic Trials and supersedes all other agreements and understandings, both written and oral, with respect to the subject matter hereof.

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

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

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

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

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

21.13 LOC acknowledges that USATF Marks and USOPC Identifications possess special, unique and extraordinary characteristics that make difficult the assessment of monetary damages that would be sustained as a result of LOC's unauthorized use or misappropriation thereof. LOC recognizes that irreparable injury could be suffered by USATF and/or the USOPC in the event of the LOC's unauthorized use or misappropriation of USATF Marks and USOPC Identifications, and therefore agrees that, notwithstanding any other sections in this Agreement, USATF and/or the USOPC may seek from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If USATF and/or the USOPC seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by LOC involving an unauthorized use of any USATF Marks and/or USOPC Identifications, LOC agrees that it shall not allege in any such proceeding that USATF's or the USOPC's remedy at law is adequate. If USATF and/or the USOPC

seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall either party be deemed to have made an election of remedies. LOC hereby irrevocably submits to the venue and jurisdiction of the courts of the State of Indiana, and the courts of the United States of America located in Indiana with respect to any equitable relief that is sought under this Agreement by USATF, and the courts of the State of Colorado, and the courts of the United States of America located in Colorado, with respect to any equitable relief that is sought under this Agreement by the USOPC.

22.0 NOTICES. All notices under this Agreement and other communications hereunder shall be deemed sufficient and considered received if given personally, or when sent by facsimile, or 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 Ave., Suite 400
Indianapolis, Indiana 46204
Phone: (317) 261-0500
Fax: (317) 261-0514

with copy to: USA Track & Field, Inc.
ATTN: General Counsel
342 Massachusetts Ave., Suite 400
Indianapolis, Indiana 46204
Phone: (317) 713-4683
Fax: (317) 261-0514

LOC:

Either party may provide the other party with a change of address by email or 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. Similarly, USATF will treat any and all information gained through the performance of its obligations hereunder for LOC in a confidential manner. USATF 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 LOC, without regard as to whether any or all of the foregoing information would be deemed confidential, material, or important. The parties hereby stipulate that any breach of the terms of this section is a material breach of the Agreement.

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

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

EXHIBIT S

SAFE SPORT REQUIREMENTS AND POLICY

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

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

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

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

In accordance with our stated policy:

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

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

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

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

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

- a. All forms of sexual misconduct, including child sexual abuse;
 - b. Emotional misconduct;
 - c. Physical misconduct;
 - d. Bullying;
 - e. Harassment;
 - f. Hazing; and
 - g. Any other policy or provision contained in USATF's Safe Sport Handbook
1. It is a violation of USATF's Safe Sport Handbook if an event volunteer, worker, and/ or staff knows of misconduct, but takes no action to intervene. Coaches, officials, volunteers, and other meet workers are required to immediately report violations of USATF's Safe Sport Handbook and suspicions or allegations of child physical or sexual abuse.

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

The event director shall provide the following:

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

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