

CITY OF SANTA ROSA  
CITY COUNCIL

TO: MAYOR AND CITY COUNCIL  
SUBJECT: APPROVAL OF THE 2013-2015 WORLD TRIATHLON CORPORATION HOST VENUE AGREEMENT RELATED TO THE IRON GIRL EVENT SERIES  
STAFF PRESENTER: RAISSA DE LA ROSA, PROGRAM SPECIALIST ECONOMIC DEVELOPMENT AND HOUSING  
AGENDA ACTION: RESOLUTION

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ISSUE(S)

Will the Council, by resolution, authorize the 2013-2015 World Triathlon Corporation (WTC) Host Venue Agreement, and authorize the City Manager, or designee, to approve and execute necessary contracts and agreements in individual amounts that do not exceed \$100,000 related to the Iron Girl Event Series? Additionally, will Council, by resolution, authorize the Economic Development and Housing Department (EDH) Director to sign agreements implementing the purpose of the Santa Rosa Tourism Business Improvement Area (SRTBIA) work plan, as approved annually by Council?



COUNCIL GOALS AND STRATEGIES

This item supports Council Goal 1 in that both the Iron Girl event and the on-going SRTBIA activities are expected to generate an economic return to the City.

BACKGROUND

Iron Girl, part of the brand portfolio of World Triathlon Corporation, producers of the Ironman World Championship, approached the City of Santa Rosa's Economic Development Division with an interest in establishing a new market to host an Iron Girl event starting in 2013. The event will be part of the national Iron Girl Women's National Event Series. At this time the only other Iron Girl event in California is located in the city of Del Mar.

Launched in 2004 with two events, Iron Girl has grown to include 18 events in 15 states, varying from 5K and 10K walk/runs, and half- and full-marathons, to duathlons and triathlons. The Iron Girl event in Santa Rosa would be a half-marathon run/walk, and would be featured as a weekend destination event in November, an off-peak month from a tourism standpoint.

Iron Girl requires a host city rights fee of \$25,000 per year over a three-year contract to offset marketing and operations costs in developing the event. As the president of WTC is the former president of AEG Sports (owners of the Amgen Tour of California), the City has, by default, an established relationship with the event company. This enabled a reduced three-year fee structure to \$25,000 in year one, \$15,000 in year two, and \$10,000 in year three. Of the total host city fee, \$25,000 will be paid over three years from the Santa Rosa Convention and Visitors Bureau's portion of the SRTBIA funds, and remaining \$25,000 will be paid over three years from the City's allocation of the SRTBIA funds.

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Given the tourism and destination brand opportunities inherent in the Iron Girl event, especially during the tourism off-season, and a direct link to the Santa Rosa Convention and Visitors Bureau's (SRCVB) strategies (namely "Attract and develop sports tourism to provide overnight stays for our lodging partners"), the Economic Development Division asked the SRCVB to participate in the planning by managing lodging and visitor enhancement opportunities.

The 2013 event date is Sunday, November 10, 2013, with registration and a small expo on Friday and Saturday, November 8-9, 2013. Dates for 2014 and 2015 have yet to be determined, though it is the intention to keep the event dates in November or another low tourism month.

Regarding the request to authorize the EDH Director to sign agreements implementing the purpose of the SRTBIA; through the process of seeking approval for the Iron Girl event and the use of SRTBIA funds, it was recently determined that additional language was needed to clarify and streamline the implementation process of the SRTBIA program. The SRTBIA work plan is reviewed annually by Council, with specific activities approved quarterly or as needed by the Council appointed SRTBIA Board of Directors, and discussed every other month by the SRCVB Board of Directors.

## ANALYSIS

1. A request to use Santa Rosa Tourism Business Improvement Area (SRTBIA) assessment funds for the tiered three-year Host City fee was made by the SRCVB and City at January 24, 2013, SRTBIA board meeting. The request was approved unanimously. The SRTBIA Board was given authority by Council to approve such uses of the assessment funds in Santa Rosa City Ordinance Number 3946.
2. Per the attached Host Venue Agreement, WTC will cover the costs associated with the necessary traffic plan and street closures, including Public Safety and Public Works costs. Hence, with the Host Venue fees covered by SRTBIA funds, Public Safety and Public Works costs billed back to WTC, and any Recreation and Parks venue rental fees contracted directly with WTC, no General Fund monies will be used.
3. Other than facilitating permit requirements and contacts with local resources, City staff will not be tasked with any major portions of the production of the event.
4. There are no other WTC Iron Girl events in Northern California, though there are a number of other women-only running events in the greater Bay Area.
5. WTC has an established marketing plan that reaches a variety of local and national media outlets, both traditional and web-based. In addition, Bay Area-based clothier, Athleta, is the title sponsor of the event and will be marketing the Santa Rosa event in their stores and marketing nation-wide.
6. Iron Girl events of similar size and scope report positive economic impacts in their communities. Most participants travel with family and friends and are likely to stay in the community for up to three days.
7. Allowing the EDH Director to sign SRTBIA agreements will streamline the implementation process of the SRTBIA program.

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RECOMMENDATION

It is recommended by the Department of Economic Development and Housing that Council, by resolution, approve the 2013-2015 World Triathlon Corporation (WTC) Host Venue Agreement, and authorize the City Manager, or designee, to approve and execute necessary contracts and agreements in individual amounts that do not exceed \$100,000 related to the Iron Girl Event Series. It is additionally recommended by the Department of Economic Development and Housing that Council, by resolution, authorize the Economic Development and Housing Department Director to sign agreements implementing the purpose of the Santa Rosa Tourism Business Improvement Area work plan, as approved annually by Council.

Author: Raissa de la Rosa

Attachment:

- Iron Girl Host Venue Agreement



## **HOST VENUE AGREEMENT**

This Host Venue Agreement (this “Agreement”) is made as of \_\_\_\_\_, 2013 (the “Effective Date”) by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation (“WTC”), and **CITY OF SANTA ROSA**, a California municipal corporation (“Host”) (WTC and Host are sometimes referred to herein individually as “Party” and collectively as the “Parties”).

The Parties agree as follows:

1. **Authorization to Conduct Event.** Subject to the terms of this Agreement, WTC agrees to conduct the Event (as defined in Exhibit A), and Host grants to WTC the right to conduct the Event, in and around the Venue (as defined in Exhibit A).
2. **Term.** This Agreement shall be in full force and effect for the term specified in Exhibit A, unless terminated earlier pursuant to this Agreement or extended as mutually agreed upon by the Parties in writing (the “Term”).
3. **Host Venue Sponsorship Fee.** Host agrees to pay to WTC during the Term annual host sponsorship fees in the amounts and by the dates recited in Exhibit A.
4. **Obligations and Undertakings of Host.** In consideration of WTC selecting the Venue as the site for conducting the Event, Host agrees to provide WTC those support services as more particularly described in Exhibit B (the “Host Support Services”).
5. **Obligations and Undertakings of WTC.** Subject to the terms of this Agreement, WTC shall further fulfill the specific obligations and undertakings identified in Exhibit C.
6. **Additional Terms.**
  - a. The Parties agree to conduct a meeting following the Event to “debrief” regarding the Event, set forth the following year’s plans, and review the Event details and goals.
  - b. WTC shall retain the rights to all imagery, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, internet broadcast (audio or video), videotaping, filming and photography of the Event, which is the sole property of WTC and may not be reproduced, remarketed, or otherwise distributed or publicly displayed without the written permission of WTC. WTC may, at its sole discretion, award any or all of these rights to third parties.
  - c. The Host Support Services may be modified, changed, or otherwise altered from time to time by WTC in its reasonable discretion, in consultation with a designated representative of Host. WTC shall, within a reasonable time prior to the applicable Event, provide written notice to Host regarding any such alterations prior to the applicable Event.
  - d. WTC may in its reasonable discretion, in order to improve (or attempt to improve) the Event, institute changes in the implementation or structure of the Event in any Event year. No change shall be made to the date of any scheduled Event without the written consent of both Parties hereto.

e. In order to ensure proper implementation of the Event, Host and its representatives agree to take instruction from WTC or any other person designated by WTC. In the event of a disagreement between Host and WTC regarding conducting the Event, WTC's decision shall be final and binding.

7. **Representations and Warranties of Host.** Host represents, warrants, and covenants to WTC as follows:

a. Host has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein;

b. This Agreement is a legal, valid, and binding obligation of Host, enforceable against Host in accordance with its terms;

c. Host will comply with all applicable laws, rules, and regulations with regard to its obligations under this Agreement; and

d. Neither the execution, delivery, nor performance of this Agreement by Host violates or will violate or cause a breach of any other agreements or obligations to which it is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency is required in connection with the execution, delivery, or performance of this Agreement by Host.

8. **Representations and Warranties of WTC.** WTC represents, warrants and covenants to Host as follows:

a. WTC will comply with all applicable laws, rules and regulations with regard to its obligations under this Agreement;

b. WTC represents and warrants that it has full right, power, and authority to enter into and to perform its obligations under this Agreement, and to grant Host all rights and interests as provided hereunder; and

c. WTC hereby represents and warrants that WTC is the sole owner or controls all of the rights granted hereunder in the Event and that it has full right, title and interest in and to the Event granted in this Agreement.

9. **Use of WTC's Trademarks and/or Service Marks.**

a. WTC provides Host with the limited, non-assignable, non-transferable, non-exclusive rights to use the Marks, as defined and described in Exhibit D, in all reasonable forms of advertising and marketing. Any use of the Marks shall be in conjunction with the Trademark Standards and Use Guidelines set forth in Exhibit D. The license granted herein shall be only for the Term of this Agreement and the territory of the license shall be the Venue and the immediate surroundings areas. WTC must approve all uses in writing of the Marks prior to usage.

b. Prior to Host's use of WTC's Marks, WTC must approve in writing all Host's advertising, marketing, press releases, programs, websites, and all printed and electronic materials intended for public consumption prior to use.

c. Host may only use the Marks in connection with advertising and/or marketing materials relating to each Event during the Term of this Agreement, and may not utilize the Marks on any products,

merchandise, souvenirs, or other items unless pre-approved by WTC in writing, which approval may be granted or denied at WTC's sole and absolute discretion.

d. Host may not authorize or license any third party to manufacture, sell, affix, or use any of the Marks on any product, merchandise, souvenirs, or other items during the Term of this Agreement.

e. Host acknowledges that WTC is the owner of all the Marks, and Host shall not register any of the Marks, any service mark, trademark, or domain name that is similar in any manner to any of WTC's Marks, or any mark with the word "IRON."

f. The Marks are and shall remain the property of WTC. Any and all rights under the Marks, copyrights, or other intellectual property of WTC shall inure to the benefit of WTC.

g. Host hereby grants to WTC a non-transferable, non-exclusive license to use the logos, service marks and trademarks of Host for the purposes of promoting the Event. WTC shall not use the logos, service marks or trademarks without the express written approval of Host. The use by WTC of any such marks must comply with Host's requirements. The term of the license hereby granted shall be effective during the Term.

10. **Indemnification.** Each Party will indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any representation or warranty made by the other Party herein; or (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents.

11. **Records and Audit.** Each Party agrees to keep complete and accurate books of account and records covering all transactions and other matters relating to this Agreement. Each Party and/or its duly authorized representatives shall, after providing reasonable notice to the other Party, have the right to examine such books of account and records in the other Party's possession or under its control for the purpose of verifying any information provided or due hereunder and verifying compliance with the terms and conditions of this Agreement, and shall have free and full access thereto for such purposes and for the purpose of making copies thereof or extracts therefrom, which information shall be subject to the confidentiality obligations set forth in this Agreement. All such records shall be maintained and kept available for at least three (3) years after the expiration or termination of this Agreement.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain at its own expense: (i) comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than one million U.S. dollars (\$1,000,000.00) per occurrence for any one incident or accident, and not less than two million U.S. dollars (\$2,000,000.00) in aggregate; (ii) auto liability and physical damage insurance covering claims arising out of the use, operation, or maintenance of any vehicle (whether owned, non-owned, leased, hired, or borrowed) by any person, representative, contractor, volunteer, or agent for, or in support of, the Event against claims for or by any third party with a minimum combined single limit equal to but not less than one million U.S. dollars (\$1,000,000.00) per occurrence for any one incident or accident, and (iii) Worker's Compensation insurance, providing at least one million USD (\$1,000,000.00) coverage per occurrence. Each of the Parties may reasonably require the other to obtain such insurance in a greater amount or scope by

providing notice to the other Party at least one hundred twenty (120) days prior to the date of the Event. Each Party shall cause the other Party to be named as an additional insured in connection with each Event. At least forty-five (45) days prior to each Event, each Party must provide certificates evidencing the foregoing required insurance to the other Party.

13. **Termination.**

a. WTC may terminate this Agreement for any reason or no reason, if WTC gives written notice to Host during the sixty (60) day period following the end of any Event.

b. If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, which notice shall include a description of such breach, provided that, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.

c. Notwithstanding anything to the contrary herein, WTC shall have the right to immediately terminate this Agreement:

- i. at any time if, after consulting with Host, WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC, whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the required approvals & permits (B) an inadequate number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Event as planned, or that could create a safety risk for any Event participants or other Event visitors, if such condition likely cannot be remedied prior to the Event at no cost to WTC;
- ii. if WTC determines, in its sole discretion, that a suitable and safe course for the Event cannot be secured without WTC incurring additional material cost; or
- iii. if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law.

d. **Effects of Termination.**

- i. Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.
- ii. If this Agreement is terminated by WTC under the terms of Section 13.b. or Section 13.c.iii., all unpaid Host Venue Sponsorship Fee (as defined in Exhibit A) amounts with respect to the Event year in which the termination occurred shall be immediately due and payable to WTC.
- iii. Except as provided otherwise herein, each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such termination.

14. **Confidentiality.**



a. During the term of this Agreement, each Party (the “Receiving Party”) shall keep confidential, and other than as provided herein, shall not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents or materials, owned, developed or possessed by the other Party, whether in tangible or intangible form. The Receiving Party shall take any and all lawful measures to prevent the unauthorized use and disclosure of such information, and to prevent unauthorized persons or entities from obtaining or using such information. The Receiving Party further agrees to refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of such information. The Receiving Party may disclose such information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder. The Receiving Party shall be liable for any unauthorized use and disclosure of such information by any of its officers or employees. Should the Receiving Party be required to disclose such information in order to comply with applicable governmental regulations, statutes, or a court order, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and the Party claiming confidentiality shall use its reasonable efforts to secure confidential treatment of the information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of information necessary to comply with such requirements is disclosed.

b. Notwithstanding the foregoing, the provisions of subsection a. above shall not apply to knowledge, information, documents, or materials that the Receiving Party can conclusively establish: (i) have entered the public domain without Receiving Party’s breach of any obligation owed to the disclosing Party; (ii) have become known to the Receiving Party prior to the disclosing Party’s disclosure of such information to such Receiving Party; (iii) are permitted to be disclosed by the prior written consent of the disclosing Party; (iv) have become known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) are independently developed by the Receiving Party without breach of this agreement.

15. **Assignment.** This Agreement is personal to Host and may not be assigned or transferred without the prior written consent of WTC. This Agreement may not be assigned by WTC without the prior written consent of Host, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, WTC may, without the consent of Host, assign any of its rights or delegate any of its duties under this Agreement if such assignment or delegation is to (a) an affiliate of WTC, (b) a successor of WTC by consolidation, merger, or operation of law, or (c) a purchaser of all or substantially all of the Iron Girl Series assets in North America. Any purported assignment or delegation in violation of this Section is void *ab initio*.

16. **Binding Effect; No Third-Party Beneficiaries.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement creates or will be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker’s compensation and any other requirements for all personnel it supplies pursuant to this Agreement.

18. **Jurisdiction and Dispute Resolution.**

a. **Governing Law; Litigation Venue.** Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising



hereunder or related hereto (whether by contract, tort, or otherwise) shall be governed in accordance with the laws of the State of California without regard to any conflict-of-laws or choice-of-laws provisions thereof that would result in the application of the laws of any other jurisdiction. In any litigation arising out of or relating to this Agreement, the Parties agree that venue shall be solely in a California state court located in Sonoma County, California.

b. Arbitration. If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information (“Dispute”) arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement, and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree to settle the Dispute by arbitration administered by the American Arbitration Association (“AAA”) whereby such Dispute shall be referred to a sole arbitrator selected by the Parties, or, if the Parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules. The venue of any such arbitration shall be solely in Santa Rosa, California. Judgment on the award rendered by the arbitrator may be entered any court of competent jurisdiction. The arbitrator shall not have authority to award punitive or other damages in excess of compensatory damages and each Party irrevocably waives any claim thereto.

c. Enforcement. If either Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys’ fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.

d. Arbitration Charges. Each Party shall initially bear an equal share of the arbitrator’s compensation and administrative charges of the arbitration and shall make deposits with the AAA of its share of the amounts requested by the AAA. Failure or refusal by a Party to timely pay its share of the deposits for the arbitrator(s)’ compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the arbitrator of a Party’s failure to pay its share of the deposits for the arbitrator’s compensation and administrative charges for the purpose of implementing this provision shall not be deemed to affect the arbitrator(s)’ impartiality or ability to proceed with the arbitration.

e. General. The requirement for arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content, and result of arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect to the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in any Sonoma County court. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to arbitrate.

19. Rights and Remedies. The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

20. **Force Majeure.** In the event either Party is prevented from performing any of the obligations or duties required under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, volcano, explosion, flood, epidemic, acts of God, war or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders or regulations ("Force Majeure Event"), then the obligations or duties of such Party during the period of such Force Majeure Event, and for a reasonable time thereafter shall be suspended. If, due to a Force Majeure Event, the Event is canceled and cannot reasonably be rescheduled or relocated within the territory of the Venue, then Host shall not be deemed to be in breach of this Agreement. In the case of cancellation due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule the Event if practicable. If the Event is rescheduled and/or relocated within the territory of the Venue, neither Party is relieved of its obligations as set forth in this Agreement.

21. **Cancellation or Postponement for Reason other than Force Majeure.** WTC shall have the sole and unfettered right to cancel or postpone any Event or any portion of any Event. In such event, Host acknowledges and agrees that WTC shall have no financial responsibility to Host as a consequence of such cancellation or postponement. However, if WTC unilaterally cancels all portions of any Event for reasons other than a Force Majeure Event and other than due to a material breach of this Agreement by Host, WTC shall repay to Host all Host Venue Sponsorship Fees actually paid by Host in performing its obligations hereunder with respect to the cancelled Event. Upon providing notice of cancellation, WTC shall have no further obligation to provide Host with any of WTC's obligations or undertakings as set forth in this Agreement with respect to such cancelled Event.

22. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by facsimile (with facsimile transmission receipt), e-mailed (with electronic read receipt for delivery proof), hand delivered, by certified or registered mail, or by overnight delivery service:

If to Host:

**CITY OF SANTA ROSA**

90 Santa Rosa Ave, PO BOX 1806

Santa Rosa, CA 95402

Attention: Raissa de la Rosa

E-mail: [rdeklarosa@srcity.org](mailto:rdeklarosa@srcity.org)

(or to such other person or address as Host shall furnish to WTC in writing)

If to WTC:

**WORLD TRIATHLON CORPORATION**

2701 North Rocky Point Drive, Suite 1250

Tampa, FL 33607

Attention: Chief Legal Officer

E-mail: [Legal@ironman.com](mailto:Legal@ironman.com)

(or to such other person or address as WTC shall furnish to Host in writing)

23. **No Waiver of Rights.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under the Agreement.

24. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. If any term,

clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original binding document but all of which shall constitute one and the same instrument. Neither this Agreement nor any provision herein shall be construed in favor or against either Party based on which Party drafted this Agreement or such provision.

25. **No Oral Modifications.** No modifications to this Agreement shall be binding upon the Parties unless modified, amended, cancelled, renewed or extended in a writing signed by both Parties.

26. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between or among the Parties, except as specifically provided herein. Except as explicitly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect among the Parties.

[ *Signature page directly follows* ]

The Parties have executed this Agreement as of the day and year last written below as mutual acceptance of the terms, conditions and consideration contained herein.

**WORLD TRIATHLON CORPORATION**

**CITY OF SANTA ROSA**

By: \_\_\_\_\_  
Name: JUDY MOLNAR  
Title: VICE PRESIDENT OF IRON GIRL

By: \_\_\_\_\_  
Name: KATHY MILLISON  
Title: CITY MANAGER

**EXHIBIT A**

- A-1. **Event:** The event to be conducted shall be an Iron Girl® running event that will include a women’s specific half marathon (13.1 miles), but not be limited to, a race, consumer expo, athlete check-in, and awards ceremony (collectively, the “Event”). The Event dates will be November 10, 2013, November 9, 2014, and November 8, 2015.
  
- A-2. **Venue:** The venue for the Event shall be in and around the City of Santa Rosa, California (“Venue”).
  
- A-3. **Term:** The Term will commence on the Effective Date and shall continue for three (3) years thereafter, to cover one Event in each of the years 2013, 2014, and 2015 under the terms of this Agreement. The Term will end ninety (90) days after the Event in 2015, unless otherwise earlier terminated under the terms of this Agreement. Unless such early termination occurs, WTC and Host shall, during the six months prior to the date of the 2015 Event, negotiate in good faith, and exclusively with each other with respect to future running events and triathlons at the Venue, for an extension of this Agreement for an additional agreed upon term; any such mutually agreed upon extension must be set forth in a writing signed by both Parties.
  
- A-4. **Non-Compete:** During the Term and for the thirty-six (36) month period following expiration or termination of this Agreement, Host may not, directly or indirectly, organize, promote, produce, conduct, host, assist, support, advise, permit, discuss, own or control any interest in, negotiate or contract, joint venture, or partner with any person or entity (except WTC) for, or in connection with, any other running event located, in whole or in part, within the Venue if such event features any race distance equal to or longer than that of a half marathon (13.1 miles).
  
- A-5. **Host Venue Sponsorship Fee:**

Event Year:	Annual Sponsorship Fee Payments by Host to WTC:	Payment Due:
2013	\$25,000.00	August 1, 2013
2014	\$15,000.00	August 1, 2014
2015	\$10,000.00	August 1, 2015

Host shall pay each Host Venue Sponsorship Fee to WTC by check or wire transfer. Wire transfer instructions are as follows:

Bank Name	<b>Bank of America, N.A.</b>
Bank Address	100 33rd Street West, New York, New York
Routing Number	026009593
ACH	063100277
Bank SWIFT code	BOFAUS3N
Account Number	898052297785
Account Name	<b>World Triathlon Corporation</b>

**EXHIBIT B****Obligations of HOST**

Host agrees to provide the necessary facilities, venues, and services for the Event as follows:

- B-1. Venues/Facilities. Host shall provide venues for the Event which shall consist of a large centralized area for run course, finish line, athlete recovery area, concessions, parking, VIP hospitality, merchandize sales and spectator viewing. Host shall provide adequate space to accommodate athlete check-in, consumer exposition, merchandise sites, a media center, a press conference, a race office, and adequate space to accommodate Event activities (including but not limited to an awards banquet). Upon receiving invoices from Host after the applicable Event, WTC shall cover all reasonable charges for the use of such venues.
- B-2. Permitting. Host shall provide all approvals or permits for the Event. Event vendors, participants or other persons participating in the Event shall be subject to Host's event permitting rules and procedures. Upon receiving invoices from Host after the applicable Event, WTC shall cover all reasonable charges for such permits.
- B-3. Operational Services. Host shall provide and make available Host staff to assist in the coordination of the operational activities of the Event including, but not limited to, facility and venue acquisition, permitting, local accommodations, volunteer recruitment, public awareness, and advocacy.
- B-4. Community Outreach. Host shall provide and make available direct contact to volunteers, course marshals, listings of chamber/non-chamber member businesses, connections to local media outlets, hospitality tables, welcome information, personalized banners, and Event links on Host's website.

**Coordinated Obligations**

- B-5. Promotion. Both Parties shall coordinate activities to promote the Event. Both Parties shall assist in obtaining local and regional media support for the Event. Both Parties shall participate in the creation of sports media, travel media and human interest. Host shall promote the Event through community outreach activities which shall include local media. WTC shall assist in media support within the local area.
- B-6. Public Safety. Host will coordinate with the Race Director for all services related to public safety, including police, fire, paramedics, and public works. Host is not responsible for providing fire or paramedic services on dedicated stand-by at the Event. Upon receiving invoices from Host, WTC shall pay all reasonable costs incurred by Host for police, fire, paramedics, and public works.
- B-7. Sanitation Services. Host shall be responsible for sweeping and cleaning up the Event areas prior to and after the Event. WTC shall pay all reasonable costs incurred by Host for the sweeping and cleaning services.
- B-8. Waste Disposal. Host shall coordinate the collection and disposal of solid waste and recyclable materials at the Event. WTC shall pay all reasonable costs incurred by Host for the collection and disposal of solid waste and recyclable materials during the Event.

**EXHIBIT C****Obligations of WTC**

WTC agrees to fulfill the following obligations:

- C-1. Event Coordination. WTC shall conduct, direct and supervise the Event including all aspects of media, operations, marketing, promotions, branding, facility decoration, venue appearance, merchandising, licensing, and all pre-event, in-event and post event activities. WTC shall procure the services of a qualified individual or firm to act as the event coordinator for the Event. The Event Director shall supervise all aspects of production before, during and after the Event. WTC shall also procure the services of qualified individuals or firms to act as the (i) race director; (ii) volunteer director; (iii) run course director; (iv) medical director; (v) finish line director; and (vi) other necessary event coordinators.
- C-2. Host Recognition. WTC shall provide Host with a sponsorship benefit package which shall consist of exposition booth space and logo placement on available printed materials and on the Event web pages.
- C-3. Event/Traffic Management. WTC shall coordinate with Host to create the traffic plan and street closures associated with the Event. WTC shall cover all reasonable costs associated with the necessary traffic plan and street closures for the Event.
- C-4. Media Support. WTC shall assist in media support within local and regional outlets, as will be jointly created by the Parties (including sports media, travel media, and human interest stories).



**EXHIBIT D*****TRADEMARK STANDARDS AND USAGE GUIDELINES  
FOR IRON GIRL EVENT SERIES LOGO & WORD MARK*****IRON GIRL Design Marks:**

The following is the IRON GIRL® Event series logo that is part of the Marks:



The following is the word mark that is part of the Marks:

**Iron Girl®**

**Brand Logo Specifications**

The trademarks IRON GIRL (Word Mark only) and the IRON GIRL Event Series Logo (Design Mark), (the “Marks”) are all owned by WTC and must be used consistently and not altered. Modifications, variations and incorrect use of the Marks dilute the brand marks and create consumer confusion and are not permitted. You play a vital role in protecting the integrity of the Marks. Please familiarize yourself with the following Trademark Standards and Usage Guidelines and follow them diligently when using the Mark(s) in connection with this Agreement. **All uses of the Marks must be submitted to WTC for approval prior to use, including use on materials, products, apparel or any other items.** If you have any questions regarding the use of the Mark(s), please contact Judy Molnar at 813.868.5924 or via email at [Judy@irongirl.com](mailto:Judy@irongirl.com).

**Pre-Approval Requirement**

Without exception, all proposed uses of the Marks must be submitted to WTC for review PRIOR TO USAGE. All approval requests for use of any Mark, must be submitted, along with a high resolution PDF image of the proposed use, to [approval@irongirl.com](mailto:approval@irongirl.com) for review. Please allow at least ten (10) business days for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days after receipt thereof shall be deemed disapproved.

**Guidelines For Use of the IRON GIRL® Event Series Logo and Word Mark**

- The Iron Girl logo must appear at least once on all materials (advertising, website, and/or marketing materials).
- The Marks may be reduced or enlarged as needed so long as the original proportions are preserved, but nothing may be added to or superimposed on the Marks.
- Never crop or separate the Marks into sections for any reason and do not attempt to recreate the Marks in any manner.

- Iron Girl is always used as two (2) separate words on the same line and always capital letter I and capital letter G.
- The registration symbol (®) is an integral part of the logo and must always be positioned immediately following the word Girl as shown on all versions.

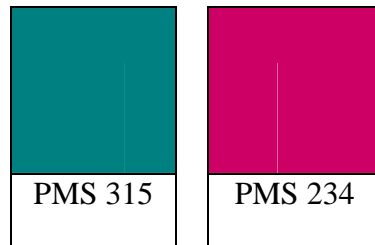
### **Trademark Claim Notice**

Notice must be given to the public that WTC claims ownership of the Marks. Therefore, the following legal notice must clearly appear, in no smaller than 6pt typeface, on all printed materials, products, websites and all other items on which any Mark is used:

**IRON GIRL®, IRON GIRL Plus Grace Design, and Grace Design are registered trademarks of World Triathlon Corporation. Used herein by permission.**

### **Standard IRON GIRL Brand Colors**

Color serves as a strong identifier to the Marks. Proper usage will help protect the brand. The brand colors are: teal and fuchsia. The teal is designated as PMS 315 for the type portion of the mark and fuchsia as PMS 234 for the Grace design. It is advised that the Marks be used with the IRON GIRL brand colors when possible. However, the color of the Marks can be changed to another solid color combination upon approval from WTC.



### **4-Color Process Printing**

In cases where the PMS 315 and PMS 234 can't be used, a process has been agreed upon for standard printing. When printing in process colors (cyan, magenta, yellow and black), the best match to PMS is:

Teal = 92% Cyan, 32% Magenta, 36% Yellow, 18% Black  
Fuchsia = 27% Cyan, 96% Magenta, 22% Yellow, 8% Black