



HOST VENUE AGREEMENT

◆ ————— *Santa Rosa, California (2017-2021)* ————— ◆

This Host Venue Agreement (this "Agreement") is made as of October __, 2016 (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 "Parties."

RECITALS

- A. WTC and its subsidiaries own and operate IRONMAN® and IRONMAN® 70.3®-branded triathlon events.
- B. Host desires to have WTC conduct, and WTC desires to conduct, both an annual IRONMAN® triathlon event and an annual IRONMAN® 70.3® triathlon event in and around Santa Rosa, California (collectively, the "Venue"), subject to the terms of this Agreement.
- C. In consideration of WTC selecting the Venue as the site for the Events (as defined below), Host desires, subject to the terms of this Agreement, to provide the Host Support Services (as defined herein) and to make certain payments, and grant certain rights, to WTC.

AGREEMENT

The Parties agree as follows:

1. **The Events.** Subject to the terms of this Agreement:

- (a) **Certain Definitions.** As used herein:

- (i) "Event" means, as the case may be:

- (A) "Ironman Event" means a multiple-day event at the Venue that includes, the Ironman Race (as defined below), an Expo (as defined in Section 5(c)), athlete check-in, transition areas, awards ceremony, and press conference, and certain administrative, operational, sales, and marketing functions related thereto; or
- (B) "70.3 Event" means a multiple-day event at the Venue that includes, the 70.3 Race (as defined below), an Expo, athlete check-in, transition areas, awards ceremony, and press conference, and certain administrative, operational, sales, and marketing functions related thereto.

The Ironman Event and the 70.3 Event are sometimes referred to herein individually as an "Event" and collectively as the "Events."

- (ii) “Race” means, as the case may be,
 - (A) “Ironman Race” means an IRONMAN®-branded endurance triathlon (comprising a 2.4-mile swim, a 112-mile bicycle ride, and a 26.2-mile run) at the Venue; or
 - (B) “70.3 Race” means an IRONMAN 70.3®-branded triathlon (comprising a 1.2-mile swim, a 56-mile bicycle ride, and a 13.1 mile run) at the Venue.

The Ironman Race and the 70.3 Race are sometimes referred to herein individually as a “Race” and collectively as the “Races.”

- (iii) “Race Years” means the years 2017, 2018, 2019, 2020, and 2021 (each, a “Race Year”).

(b) Ownership; Authorization.

- (i) Event Ownership. WTC is and will be the owner of each Event and nothing herein constitutes a license by WTC to Host or to any third party to establish or operate any Event or Race.
- (ii) Annual Ironman Event - Authorization. Subject to the terms of this Agreement, Host authorizes WTC to prepare and conduct an annual Ironman Event in and around the Venue during each Race Year and WTC agrees to conduct each such Ironman Event.
- (iii) Annual 70.3 Event - Authorization. Subject to the terms of this Agreement, Host authorizes WTC to prepare and conduct an annual 70.3 Event in and around the Venue during each Race Year and WTC agrees to conduct each such 70.3 Event.

(c) Event Names.

- (i) The official name of the Ironman Event shall be **IRONMAN® SANTA ROSA**. WTC may elect to add the name of a “title” sponsor and/or “presenting” sponsor to the official name of the Event (e.g., “[*Title Sponsor*] IRONMAN® SANTA ROSA, presented by [*Presenting Sponsor*]”).
- (ii) The official name of the 70.3 Event shall be **IRONMAN® 70.3® SANTA ROSA**. WTC may elect to add the name of a “title” sponsor and/or “presenting” sponsor to the official name of the Event (e.g., “[*Title Sponsor*] IRONMAN® 70.3® SANTA ROSA, presented by [*Presenting Sponsor*]”).
- (iii) When referring to any Event, the Parties shall at all times use the official name of the Event, including mention of the official title and presenting sponsors, if any (and shall use reasonable efforts to cause relevant third parties to do the same).

- (d) Race Dates. The Races will occur on the following applicable dates (each, a “Race Date”):

IRONMAN 70.3 Santa Rosa Race	
Race Year	Race Date
2017	Saturday, May13, 2017
2018	Saturday, July 28, 2018
2019	Saturday, July 27, 2019
2020	Saturday, July 25, 2020
2021	Saturday, July 24, 2021

IRONMAN Santa Rosa Race	
Race Year	Race Date
2017	Saturday, July 29, 2017
2018	Saturday, May12, 2018
2019	Saturday, May11, 2019
2020	Saturday, May 9, 2020
2021	Saturday, May 8, 2021

- (e) **Event Changes.** WTC may in its reasonable discretion, in order to improve any Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.
- (f) **World Championship Entries.** With respect to certain eligible top finishers of each Race, WTC will award non-transferable qualifying slots for entry in the (as applicable) IRONMAN® World Championship or IRONMAN® 70.3® World Championship (collectively, the “Championship Slots”). The number of Championship Slots applicable to each Race will be determined by WTC in its sole discretion, and may change each year.
2. **Term of Agreement.** This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2021 70.3 Event (the “Term”) unless sooner terminated as provided herein.
3. **Financial Matters.**
- (a) **Annual Payments to WTC.** With respect to each Event, Host shall pay WTC the amounts stated in Exhibit A in accordance with the terms therein (each, an “Annual Payment”).
- (b) **Sponsorship & Expo Vendor Referrals; Revenue Share.**
- (i) **Sponsorship & Expo Vendor Referrals.** Host shall not grant or sell sponsorships, official designations, Expo space, or any other rights at or in connection with any Event to any third party. With respect to each Event, Host shall have the right to refer to WTC reputable third-party Event-specific sponsors and Expo vendors (collectively, “Host-Referred Third-Party Sponsorships”), provided that:
- (A) Host focuses on referring sponsors/Expo vendors in non-endemic categories from local, statewide, and regional companies and organizations;
- (B) Host does not refer sponsors/Expo vendors to WTC that sell products and/or services that fall within any of the categories set forth in Exhibit D (collectively, the “Restricted Sponsorship Categories”). If Host refers a sponsor/Expo vendor that falls within any of the Restricted Sponsorship Categories then Host shall not receive the Host Revenue Share (as defined

below) with respect to such sponsor/Expo vendor. Due to occasional changes to the Restricted Sponsorship Categories, WTC reserves the right to update the Restricted Sponsorship Categories, at any time and from time to time. Upon Host's request, WTC shall provide to Host the then-applicable list of Restricted Sponsorship Categories;

- (C) Host does not communicate any Event sponsorship or Expo vendor opportunity to any potential sponsor or vendor unless such specific sponsor/Expo vendor has been pre-approved in writing by WTC;
- (D) WTC reserves the right, in WTC's sole and absolute discretion, to reject any proposed sponsorship, sponsor, or Expo vendor including, without limitation, those referred by Host; and
- (E) Host shall use best efforts to prevent third parties from purporting to be an Event sponsor or Expo vendor unless such party is a party to a Sponsorship and/or Expo Vendor Agreement (as defined below). Host does not have the authority to legally bind WTC, and Host shall not represent to any third party that Host has such authority. Any Host-Referred Third-Party Sponsorships will be valid only if in a written agreement signed by both WTC and the sponsor/Expo vendor party (a "Sponsorship and/or Expo Vendor Agreement").

(ii) Host Revenue Share. If, during the period between the Effective Date and the final Event, WTC enters into a Sponsorship and/or Expo Vendor Agreement (specifically with respect to any Event) with any third-party sponsor or Expo vendor for a Host-Referred Third-Party Sponsorship where such sponsor or Expo vendor was referred to WTC by Host and was pre-approved by WTC in accordance with this Agreement, WTC shall pay to Host an amount equal to twenty percent (20%) of the Net Proceeds (as defined below) (such amount is referred to as the "Host Revenue Share").

- (A) "Net Proceeds" means, net of applicable taxes, ninety percent (90%) of the total cash actually received by WTC from the applicable Host-Referred Third-Party Sponsorship (it being acknowledged by the Parties that such reduction by ten percent (10%) is for purposes of covering WTC's expected costs to activate and implement the benefits for such Host-Referred Third-Party Sponsorship.
- (B) Based Only on Cash Proceeds. For the avoidance of doubt: Net Proceeds (1) will be based only on such cash proceeds to WTC from sponsorship sales and Expo fees from the Host-Referred Third-Party Sponsorship that are specific to the Event and (2) will not include the value of any in-kind contributions or budget-relieving or other services provided by the sponsor or any other party, except as may be approved in writing by WTC.
- (C) Origination. Host will be deemed to have referred an Event-specific sponsor or Expo vendor to WTC if, in good faith, Host provides such sponsor/Expo vendor's name and contact information to WTC in writing, and, prior to such notice to WTC by Host, WTC is neither doing business nor has any contract with such sponsor/Expo vendor (or any of its

subsidiaries), nor communicated in writing, during the then prior 24-month period, with such sponsor/Expo vendor regarding the possibility of doing business or entering into any contract with WTC (or any of its subsidiaries).

- (D) Other Events. For avoidance of doubt: Host has no right to receive the Host Revenue Share (or any other commission or fee) in connection with any event(s) (other than the Events), regardless of whether Host referred a third-party sponsor/Expo vendor to WTC for such other event(s).
- (c) Entry Fees; Other Revenues. Except as may be otherwise expressly specified in this Agreement (e.g., Section 3(b) and Items B-17 and B-18 of Exhibit B), WTC shall be entitled to receive and retain all Event/Race entry fees, and all other revenues and value in-kind in connection with the Events, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP passes, exposition booth sales, product licenses, television licenses, and photograph sales.

4. **Certain Obligations of Host.**

- (a) Host Support Services. Host shall timely provide to WTC (or, as the case may be, shall timely provide for WTC's benefit), the services, equipment, value in-kind, personnel, and other items set forth in Exhibit B (collectively, the "Host Support Services") for each Event. Unless otherwise expressly agreed to in this Agreement, Host shall provide the Host Support Services at Host's own cost. Host Support Services may be modified from time to time by WTC in its reasonable discretion, provided that no such change (i) results in any material additional cost or expense to Host or (ii) requires Host to do anything Host is not authorized, or does not have legal jurisdiction, to do or cause to be done.
- (b) Compliance with Law. In connection with each Event and Host's performance of its obligations under this Agreement, Host shall comply with all applicable laws, rules, and regulations.
- (c) Operational Aspects. In order to facilitate proper and timely planning, implementation, and conduction of each Event by WTC, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions solely regarding Event-related operational or technical issues from WTC or any third party designated by WTC.
- (d) Intellectual Property of WTC. Except with respect to the Event Logo (the use of which by Host being subject to Section 10), Host shall not, without WTC's prior written consent, use any intellectual property rights of WTC, including without limitation the IRONMAN® mark and the design mark known as the "M-DOT." Host shall promptly inform WTC of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of WTC.
- (e) Information Updates. Host shall, upon request from WTC, promptly inform WTC as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Host Support Services.
- (f) Representations. Host covenants that each of the representations and warranties made by Host in Section 9 will be true and complete at all times during the Term.

5. **Certain Obligations of WTC.** Subject to the terms of this Agreement, and with respect to each Event:
- (a) **Compliance with Law.** In connection with each Event and WTC's performance of its obligations under this Agreement, WTC shall comply with all applicable laws, rules, and regulations.
 - (b) **Operations, Equipment, and Personnel.** Except to the extent required to be provided or obtained by Host as part of the Host Support Services, or as may be otherwise required under this Agreement, WTC shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers and a local Race Director), training of personnel (including volunteers), Race manuals/programs, Race course route determination and design, Race course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, procurement of facilities, facility decoration, and all other technical and operational aspects of the Race. WTC may require that each Event use Race timing, registration, photography, or other services provided by WTC or any of its affiliates, designees, or service providers.
 - (c) **Expo.** WTC shall provide for a multi-day vendor exposition at each Event (the "Expo"), which Expo may be referred to as the "IRONMAN Village" or other name chosen by WTC. At the Expo, WTC (or its designee) may sell official IRONMAN®-branded (or any other) merchandise and services, and, to the extent approved in writing by WTC, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, Host shall not charge or assess any fee, tax, surcharge, or other cost to or on any vendor, contractor, or any other party in connection with the Expo, or any athlete entry fees, sponsorships, or any other aspect of the Event.
 - (d) **Website; Media; Broadcasts.** WTC shall provide and maintain the official website that markets the Event (the "Event Website"), including a live global streaming webcast of the Race. WTC shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between WTC and Host, is the sole property of WTC and will not be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of WTC. WTC may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.
 - (e) **IronKids Races.** WTC shall conduct, contemporaneously with each Event (e.g., during the same weekend), a WTC-owned IRONKIDS® triathlon, duathlon, or run (the "IronKids Race"). WTC may create additional, race-specific logos for IronKids Race, and such logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit C) under this Agreement.
 - (f) **WTC to Facilitate Donations.**
 - (i) **Annual Donations.**
 - (A) In connection with each Ironman Event that takes place during the Term, WTC shall donate, or cause to be donated, a minimum of **\$25,000.00** to

one or more local not-for-profit organizations (the “Annual Ironman Event Donation”).

- (B) In connection with each 70.3 Event that takes place during the Term, WTC shall donate, or cause to be donated, a minimum of **\$15,000.00** to one or more local not-for-profit organizations (the “Annual 70.3 Event Donation” and together with the Annual Ironman Event Donation, the “Annual Donations”).
- (ii) Acknowledgments. Notwithstanding the foregoing, the Parties acknowledge that WTC shall have the option to have all or part of the Annual Donations be made instead by The Ironman Foundation Inc., a Florida not-for-profit corporation (the “Foundation”). The Parties further acknowledge that if the Foundation so elects to make the Annual Donations then all terms and conditions (e.g., distribution allocation, recipients, etc.) of the Annual Donations shall be determined by the Foundation (and in the sole and absolute discretion of the Foundation’s Board of Directors). The Parties further acknowledge that the Foundation is not owned or controlled by WTC.
- (g) Complimentary Sponsorship Package for Host. WTC shall provide Host with a sponsorship benefits package (for use solely by Host) to include Expo booth space, signage (advertising only the Host) at certain locations along the Race course, placement of Host’s logo on all public Event-related printed materials produced by WTC, and placement of Host’s logo and Host’s banner advertisements on the Event Website.
- (h) Complimentary Hospitality Packages. With respect to each Event, WTC shall provide a total of forty (40) complimentary hospitality passes to Host, which passes grant access to certain selective benefits at each Event (“Hospitality Passes”). Subject to availability and WTC’s prior written approval, Host will have the opportunity to purchase, at Host’s cost, additional Hospitality Passes for an Event at a discounted rate. Any such request for additional Hospitality Passes must be submitted to VIPExperience@ironman.com.
- (i) Complimentary Race Entries for Host. With respect to each Event, WTC shall provide to Host a total of five (5) complimentary Race entries (i.e., to participate as an age-group athlete) (collectively, the “Race Entries”). WTC reserves the right to deny, for good cause, the use by any specific individual(s) of any Race Entries. In the event of any such denial, Host shall be permitted to substitute individuals reasonably acceptable to WTC to use such Race Entries. With respect to each Race Entry, Host shall provide to WTC the name and email address for each athlete at least sixty (60) days prior to the applicable Event and inform the recipients (each, an “Athlete”) (and anyone else to whom any Race Entries are offered) of the following requirements:
 - (i) No Race Entry may be sold by Host or sold, assigned, or otherwise transferred by any Athlete (or by anyone else after distribution by Host);
 - (ii) WTC will email online registration instructions to the Athletes;
 - (iii) Each Race Entry is for only the specific Event, in the designated year, and cannot be used for any other race, or deferred for entry in such race in a later year;

- (iv) Athletes must register online with WTC no later than forty-five (45) days prior to the applicable Race or else the Race Entry will be null and void, without any refund right or any other right to compensation or reimbursement; and
- (v) Athletes must have a valid USA Triathlon license/membership on the day of the applicable Race.

6. Official Announcements; Promotions by Host.

- (a) Host Website. Host shall prominently advertise the Events and the fact that Host is hosting the Events on its website, and shall prominently display a link to the Event Website on its website at all times during the Term.
- (b) Announcements. Host shall not make any public announcements of any Event of a marketing or promotional nature (whether in writing, orally, via the Internet, or otherwise) without the prior written consent of WTC in each instance (which consent will not be unreasonably withheld), except that no such consent will be required to the extent such announcements are part of the Host Support Services (or otherwise required of Host under the terms of this Agreement), or that:
 - (i) are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access);
 - (ii) include only information in the public domain; or
 - (iii) are not for purposes of marketing or promotion.
- (c) Other Matters. Host shall not use the Events, any marketing opportunity related thereto or arising out of the Events, for any purpose other than to promote the Venue in a positive and universally appealing manner. Except to the extent prohibited by law, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Events, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Events or the marketing thereof.

7. Ambush Marketing.

- (a) “Ambush Marketing” means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a WTC-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise exploits the goodwill of the Event and/or gains market exposure by way of intrusive and/or associative marketing practices.
- (b) Host shall not cause or engage in any Ambush Marketing. Except to the extent prohibited by law, Host shall not permit, and shall prevent and stop Ambush Marketing at, near, or in connection with the Event, including without limitation by:
 - (i) Causing its employees and agents to promptly report, to WTC and the proper Host authorities, any marketing or activity reasonably appearing to be Ambush Marketing;

- (ii) Ensuring, prior to and during the Event, that the Event perimeter and any other key advertising locations under the Host's control do not carry any form of temporary advertising or promotional material relating to the Event, except as may be approved in writing by WTC (in WTC's sole discretion);
- (iii) Using, invoking, and applying Host's powers to protect all trademarks and copyrights associated with the Event;
- (iv) Preventing the distribution of product samples, premiums, promotional literature and other commercial and non-commercial materials within the established Event perimeter or adjacent to the Event site, except where expressly authorized by WTC;
- (v) Causing all signage and other physical items of Ambush Marketing to be taken down, moved, removed, and/or confiscated immediately by Host or, if applicable, law enforcement personnel; and
- (vi) Cooperating with WTC to prevent Ambush Marketing, as may reasonably be requested by WTC.

8. **Exclusivity.**

- (a) Use of Racecourse and Event-Related Areas. Notwithstanding anything to the contrary in this Agreement: During the period between (and including) the Monday preceding the Race Date until (and including) the Friday following the Race Date (collectively, the "Event Period"), and except where prohibited by law, Host shall not produce, conduct, host, or permit any event (other than such Event) that takes place, in whole or in part, on any portion of the Race course or at any Event-related area; provided, however, that during the Event Period (excluding Race day) private functions and corporate events may take place but only if such events do not do or include any of the following:
 - (i) include any endurance-, running-, road cycling-, or swimming-related race, competition or event;
 - (ii) include any vendor exposition, tradeshow, and/or the selling of any merchandise and/or services;
 - (iii) occur on the Race course or at any other area where any part of the Event is being conducted, or adversely affect the ingress or egress to or from any such areas;
 - (iv) in any way jeopardize or adversely impact Event production or operations;
 - (v) infringe on any WTC intellectual property rights; or
 - (vi) include or constitute Ambush Marketing (as defined in Section 7(a)) or otherwise promote themselves as purportedly being part of or in connection with the Event).
- (b) Advertising Other Triathlon Companies or Long-Distance Triathlons. During the Term, Host shall not permit its website to display any marketing, promotion, advertisement, reference, or the like, of (i) any other triathlon event series or company, including but not limited to the International Triathlon Union (ITU), Revolution3 Triathlon, Life Time Fitness Triathlon, Challenge Family Triathlon, HITS Triathlon, and Competitor Group, Inc. (or any of their respective successors or assigns), (ii) any person, entity, or group (other than WTC or any subsidiary or licensee thereof) that operates, organizes, produces, or is

otherwise involved in any triathlon having a distance longer than that of an “Olympic” distance triathlon (as such distance is defined by the International Triathlon Union), or (iii) any triathlon having a distance longer than that of an “Olympic” distance triathlon (as such distance is defined by the International Triathlon Union), unless such triathlon is owned or operated by WTC or any subsidiary or licensee of WTC.

- (c) **Non-Competition.** During the Term and the fourteen (14)-month period thereafter, Host shall not produce, support, advertise, promote, conduct, host, permit, or contract or partner with any person or entity (other than WTC or a subsidiary thereof) for or in connection with, any other triathlon located, in whole or in part, within the Venue or anywhere within 75 miles of the Venue if such event features any race distance longer than that of an “Olympic” distance triathlon (as such distance is defined by the International Triathlon Union).

9. **Representations and Warranties of Parties.** Host and WTC each represent and warrant that:

- (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms herein;
- (b) This Agreement is a legal, valid, and binding obligation, enforceable against it in accordance with its terms; and
- (c) Neither the execution, delivery, nor performance of this Agreement violates or will violate or cause a breach of any other agreement or obligation 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 it.

10. **Limited License to Use the Event Logo.**

- (a) **Grant of Limited Rights.** Subject to the terms of this Agreement, WTC hereby grants to Host the limited, non-assignable, non-sublicensable, non-exclusive license to use, during the Term, the Event Logo (as defined in Exhibit C) in all reasonable forms of advertising and marketing, but only to the extent related to promotion of the Events, and subject in each instance to WTC’s prior written approval, which will not be unreasonably withheld. All uses of the Event Logo by Host must comply with the Trademark Standards & Usage Guidelines set forth in Exhibit C.
- (b) **No Use on Products.** Host shall not use, and shall not authorize, license, or permit any third party to use, the Event Logo on or in connection with any products, merchandise, souvenirs, or other goods or services, in each instance unless pre-approved by WTC in writing.
- (c) **Ownership; Goodwill.** Host acknowledges that WTC is the owner of the Event Logo and Host shall not register, or apply to register, the Event Logo, any service mark, trademark, or domain name that is similar in any manner to, or that incorporates, the Event Logo, any of WTC’s other trademarks or other intellectual property, or any mark with the word “IRON,” or any equivalent term or phrase in any language. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of WTC used in connection with this Agreement or any Event, enures solely to the benefit of WTC.

11. **Indemnification.**

- (a) Each Party shall 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; (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents; (iii) any facilities, venues, or accommodations provided by or on behalf of such Party that violate any applicable laws (including, without limitation, the Americans with Disabilities Act); or (iv) any dangerous conditions on, or with respect to, any roads, facilities, venues, or accommodations owned or controlled by such Party.
- (b) This Section 11 will survive the expiration or termination of this Agreement for any reason.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own 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 two million U.S. dollars (\$2 million) per occurrence for any one incident or accident, and not less than five million U.S. dollars (\$5 million) in aggregate, which limits may be satisfied with any combination of primary and excess coverage; provided, that, any such excess coverage follows form of the primary coverage. Each Party shall cause the other Party to be named as an additional insured in connection with each Event. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

13. **Termination.**

- (a) 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 must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.
- (b) WTC may immediately terminate this Agreement:
 - (i) at any time if 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 Approvals & Permits (as defined in Exhibit B); (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that makes the conduction of the Race impracticable as planned, or that creates a safety risk for any Race participants or other Event visitors;
 - (ii) 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; or

- (iii) unless excused or prohibited by law, Host causes, engages in, or permits any Ambush Marketing.
- (c) Alternative Right to Remove Either Event. If either Party has the right to exercise any right, under the terms of this Agreement, to terminate this Agreement, such Party may, in lieu of exercising such right in such instance, elect (by written notice to the other Party (the “Removal Notice”)) to remove from the scope of this Agreement either the Ironman Event or the 70.3 Event (as the case may be, the “Removed Event”). For avoidance of doubt and with respect to the Removed Event: (i) WTC would no longer be required to conduct the Removed Event and (ii) Host would no longer be required to pay the Annual Payment or provide the Host Support Services for any such Removed Event.
- (d) Effects of Termination; Survival.
 - (i) If this Agreement is terminated by WTC under the terms of Section 13(b)(ii), all unpaid Annual Payment amounts will be immediately due and payable to WTC.
 - (ii) If this Agreement is terminated by Host under the terms of Section 13(a) or if this Agreement is terminated by WTC under the terms of Section 13(b)(i)(B), then (A) with respect to any Annual Payment amounts paid to WTC for an Event that has not yet occurred (the “Prepaid Annual Payments”), all Prepaid Annual Payments will be immediately refunded to Host.
 - (iii) Each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such expiration or termination.
 - (iv) All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations set forth in Sections 3, 8, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

14. **Force Majeure.** In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party’s control, including, without limitation, fire, weather, volcano, explosion, earthquake, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations (“Force Majeure Event”), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by WTC of any leg of the Race (e.g., the swim leg), nor the modification of the Race (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.

15. **Confidentiality.**

- (a) During the Term and the 36-month period thereafter, each Party (the “Receiving Party”) shall, other than as provided herein, keep confidential and not use or disclose, directly or indirectly, 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 (collectively, “Confidential Information”).
- (b) “Confidential Information” does not include any information that the Receiving Party conclusively establishes: (i) entered the public domain without Receiving Party’s breach of any obligation owed to the disclosing Party; (ii) became known to the Receiving Party prior to the disclosing Party’s disclosure of such information to such Receiving Party; (iii) is permitted to be disclosed by law or the prior written consent of the disclosing Party; (iv) became 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) was independently developed by the Receiving Party without breach of this Agreement.
- (c) The Receiving Party shall take all lawful measures to prevent the unauthorized use and disclosure of Confidential Information, and to prevent unauthorized persons or entities from obtaining or using Confidential Information. The Receiving Party shall refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of Confidential Information.
- (d) The Receiving Party may disclose Confidential Information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder, but only if such officers and employees. The Receiving Party shall be liable for any unauthorized use and disclosure of Confidential Information by any of its officers or employees while in the course and scope of their employment with Host.
- (e) If the Receiving Party is required to disclose Confidential Information in order to comply with applicable law, regulations, court order, or other legal process, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and the disclosing Party shall use its reasonable efforts to secure confidential treatment of the Confidential Information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of Confidential Information necessary to comply with such requirements is disclosed.

16. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by Host or WTC without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section is void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and enure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein solely 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, workers' compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

18. **Jurisdiction.** 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 the conflict of law 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 either the United States District Court, Northern District, California, or a California state court located in Sonoma County, California.

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. **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 emailed, hand delivered, or 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
Attention: **Raissa de la Rosa, Economic Development Division**
E-mail: **rdelarosa@srcity.org**

(Or to such other address as Host furnishes to WTC in writing in accordance with this Section)

If to WTC:

WORLD TRIATHLON CORPORATION
2701 North Rocky Point Drive, Suite 1250
Tampa, Florida 33607
Attention: Chief Legal Officer
E-mail: Legal@ironman.com

(Or to such other address as WTC furnishes to Host in writing in accordance with this Section)

21. **No Oral or Implied Waivers or Modifications.** 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 this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this 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 this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.

22. **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, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly 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 between the Parties.

23. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and will 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 will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in a manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision.

[Signature page directly follows this page]



The Parties have executed this Agreement to be effective as of the Effective Date.

WTC:

WORLD TRIATHLON CORPORATION

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

HOST:

CITY OF SANTA ROSA

By: _____

Name: SEAN MCGLYNN

Title: CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

ATTEST:

City Clerk

[Exhibits to this Agreement follow this page]

EXHIBIT A

Annual Payments; Wire Transfer Instructions

IRONMAN EVENT – Annual Payments:

Regarding the <u>Ironman Event</u> for Race Year	Total Annual Payments to be paid by Host to WTC	Annual Payment Due Dates
2017	\$125,000.00	July 1, 2017
2018	\$125,000.00	May 1, 2018
2019	\$125,000.00	May 1, 2019
2020	\$125,000.00	May 1, 2020
2021	\$125,000.00	May 1, 2021

70.3 EVENT – Annual Payments:

Regarding the <u>70.3 Event</u> for Race Year	Total Annual Payments to be paid by Host to WTC	Annual Payment Due Dates
2017	\$75,000.00	May 1, 2017
2018	\$75,000.00	July 1, 2018
2019	\$75,000.00	July 1, 2019
2020	\$75,000.00	July 1, 2020
2021	\$75,000.00	July 1, 2021

Time is of the essence with respect to each such payment. All payments to WTC that are required or contemplated under this Agreement must be made in immediately available U.S. dollars via the following wire transfer instructions:

Bank Name: Bank of America, NY NY
Routing Number: 026009593
Account Name: World Triathlon Corporation
Account Number: 898052297785
SWIFT Code: BOFAUS3N

* * * * *

EXHIBIT B

Host Support Services

With respect to each Event, and at **no cost to WTC**, Host shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

- B-1. Approvals & Permits.** Except with respect to those approvals and permits beyond its power or control, Host shall ensure that, at no cost to WTC, WTC timely receives all governmental, regulatory, and third-party approvals, permits, access rights, business licenses, consents, ordinance exemptions, commitments, and licenses (e.g., including, without limitation, liquor licenses) necessary in connection with performance by Host or WTC of this Agreement, including without limitation the conduction of the Event, the Race, and the Expo, closures of roadways, use of amplified sound and music by WTC in connection with the Event, and Host's provision of the Host Support Services (collectively, the "Approvals & Permits"). Host shall obtain all Approvals & Permits within its power and control not less than 180 days prior to each Event, and shall ensure that such Approvals & Permits will remain in effect for and during such Event; in each case at no cost to WTC (e.g., no charges for site fees, access fees, rental fees, closure fees, licensee fees, application fees, or permit fees from the U.S. Army Corp of Engineers and/or for the use of Lake Sonoma). WTC shall timely provide all information to Host and third parties and take all steps necessary to the acquisition of all approvals and permits required under this section.
- B-2. Lead Agency.** Host shall serve as the "lead agency" to support the operational activities of the Events, including but not limited to facility and Venue acquisition, permitting, police and emergency services acquisition, parking/shuttle acquisition, communications acquisition, local accommodations, travel, volunteer recruitment, media, and public awareness. Without limiting the foregoing, Host shall support all future WTC events taking place in the Venue during the Term.
- B-3. Hotel Rooms.** Host shall, for purposes of pre-Event planning and on dates designated by WTC, provide to WTC (or cause to be provided by the Santa Rosa Chamber of Commerce (the "Chamber")) up to **twelve (12)** complimentary hotel room nights at a 4-star (or better) hotel in Santa Rosa.
- B-4. Access to Lake Sonoma.** Host shall provide exclusive access to Lake Sonoma for the swim portion of each Race (including, without limitation, a safe swim course with no boat traffic from 5:00 am to 9:30 am on each Race Date). Host shall ensure that there is adequate and safe ingress/egress for the swim portion of the Event (including, without limitation, suitable entrance and exit points for barefoot swimming). Host will provide WTC with a clean water test report the day before each Event is to be held.
- B-5. Venues; Facilities.** Host shall provide the necessary venues (either at Juilliard Park or Court House Square) for each Event which shall consist of a large centralized area for the transition area(s), swim bike and run routes, finish line, athlete recovery area, concessions, participant parking, VIP hospitality, merchandise sales, spectator viewing, athlete check-in, the Expo, and secured warehouse/storage space and special staff parking. Host acknowledges that Courthouse Square (and sufficient equipment storage and meeting areas nearby) will be required from the Tuesday before each Race until the Monday immediately following each Race. In addition to providing the facilities needed for each Event, Host shall cause the Chamber to provide convention space for

purposes of partnership meetings, Event-related meetings/gatherings, agency meetings, and/or, municipality meetings.

- B-6. Traffic Control Services & Devices.** Host shall provide all traffic control/police services and devices for each Event (including, without limitation, all personnel, devices, engineering diagrams, variable message boards, barricades, cones for traffic control, special event traffic signage, parking signs, temporary traffic light systems, traffic control vehicles equipped with yellow arrows, and road safety plans in partnership with local and regional police services).
- B-7. Police & Emergency Services.** Host shall ensure that the local and regional police services will command and ensure all emergency services needed to maintain public safety throughout the duration of each Event. For the avoidance of doubt, Host is responsible for the cost of all police and emergency services fees required for each Event. Host shall cause a special command post to be temporarily installed that will bring together all three emergency services (police, fire and ambulance), private security, volunteer security personnel, and communications. Host shall ensure that ambulances required for the Event will be distributed strategically at the Venue, transition areas, celebration areas, along the Race routes, and the Event medical areas.
- B-8. Race Course Exclusivity; Course Conditions.** Except with respect to any areas beyond its power or control, Host shall ensure that all public roads (excluding reasonable, controlled, and safe access for private homes and/or business), public waterways, and all other public spaces to be used for the Races are closed to the public during the Races (and for a reasonable period before and after each Race) and are made exclusively available to WTC during such periods (excluding reasonable, controlled, and safe access for private homes and businesses). WTC shall, at least ninety (90) days prior to each Event, provide written notice to Host of the Race routes within Venue limits (or portions thereof) that are not in good condition and, except with respect to any routes beyond its power or control (e.g., roads controlled by Sonoma County), Host shall ensure that any such Race routes are properly repaired or maintained prior to any such Event.
- B-9. Dine-Around Program.** Host shall cause the Chamber to coordinate, and recruit participating restaurants for, WTC's restaurant voucher program (the "Dine-Around Program"). Host shall cause the Chamber to, with WTC's guidance and approval, create all supporting materials (e.g., pamphlets, etc.) required to showcase and represent all restaurants participating in the Dine-Around Program.
- B-10. Resident Notifications for Traffic Impacts.** Host shall provide and deliver all pre-Event notification information and materials (e.g., resident addresses, door cards, etc.) with respect to all areas of the Venue controlled by the Host and impacted by the Events and/or the Event-related traffic closures required within the Venue. For avoidance of doubt and with respect to any areas not controlled by the Host: WTC shall, with the assistance of Host (e.g., assistance with gathering contacts and notification information, etc.) be responsible for the delivery of all pre-Event notification information and materials.
- B-11. Banner Installations.** Host shall provide and install local lamp pole/boulevard banners featuring the Host's logo and the Event-specific branding for each Event. Such installation will take place twenty-five (25) days before each Event and materials will be removed no later than five (5) days after the Tuesday following each Event.
- B-12. Volunteer Assistance.** Host shall assist WTC in securing sufficient volunteer manpower (i.e., three thousand (3,000) volunteers) to operate successful Events. WTC shall provide a Volunteer Director,

who will manage and coordinate all volunteers. Host (together with the Chamber) shall work with the Volunteer Director to solicit volunteers for each Event (including, without limitation, providing volunteer group contacts (if available) to the Volunteer Director).

- B-13. Shuttle Bus Assistance.** Host shall assist WTC in securing dedicated Race day shuttle buses (e.g., school buses) (the “Shuttles”) to transport athletes and spectators to the certain areas of the Venue and back (e.g., transition to swim start, etc.). For avoidance of doubt, Host shall, together with the Chamber and at no cost to WTC, provide and manage the Shuttle Drivers for each Event.
- B-14. No Construction.** Unless reasonably required and unavoidable, Host shall not begin, permit, and/or effect any structural, engineering, beautification, or related works during any Event and the week prior to each Event.
- B-15. Street Cleaning Services.** Host shall be responsible for sweeping and cleaning up all streets and other areas within its jurisdiction prior to and after each Event.
- B-16. Waste Management Services.** Host shall maintain and ensure a clean environment at all times on its properties. Adjustments will be put in place by Host in accordance with the special needs of each Event. Recycle containers, garbage units, large units for disposal, transportation, and manpower will be provided by Host. Host shall cause all trash bagged at participant aid stations within Venue limits to be removed by Host’s waste management services.
- B-17. Public Grants and Support.** Host shall use best efforts to raise public grants and support for each Event. Host shall be entitled to receive and retain any and all grants, financial support, and subventions of any nature whatsoever from or paid to Host by the federal government, any state government, any municipal government, government board, government institution or government firm relative to the Event.
- B-18. Official Hotels.** At least six (6) months prior to each Event, Host shall deliver to WTC a list of proposed hotels, resorts, and other places of lodging located in the Venue. After WTC reviews such list, Host and WTC shall discuss in good faith to agree, prior to the Event, upon the final list of hotels, resorts, and other places of lodging to be subject to this subsection (“Official Hotels”). In case of disagreement in such matters, WTC’s final determination of the Official Hotels will control. Each of WTC and Host shall use reasonably diligent efforts to promote the Official Hotels and to encourage Event athletes and spectators to book their stays at the Official Hotels. WTC acknowledges that Host may collect and retain any all and all rebates received from the Official Hotels in connection with the Events.

* * * * *

EXHIBIT C

TRADEMARK STANDARDS & USAGE GUIDELINES: EVENT-SPECIFIC LOGO

Sample Event Logo

Each Event will, as applicable, feature one or more IRONMAN® or IRONMAN® 70.3® -branded logos customized by WTC for such Event (each, an “Event Logo”). WTC will design, create, and provide each Event Logo. The following are examples of the Event logos:

**[PRIOR TO EXECUTION - WTC TO
INSERT EVENT LOGOS]**

WTC may elect to, from time to time, modify the Event Logo by adding the name of a “title” sponsor or “presenting” sponsor to such logo.

General

The Event Logo must be used consistently and not altered. Modifications, variations, and incorrect uses of any Event Logo dilute the IRONMAN® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of WTC’s intellectual property, such as the Event Logo. Please familiarize yourself with the following TRADEMARK STANDARDS & USAGE GUIDELINES, which you are required to follow when using any Event Logo in connection with any Event.

Pre-Approval Requirement

Without exception, all proposed uses of the Event Logo must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to approvals@ironman.com for review by WTC. 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 shall be deemed disapproved.

Trademark Ownership & Required Notice

Each Event Logo is, and shall remain, the property of WTC. Any and all rights to, in, and under the Event Logo, or any copyright or other intellectual property of WTC, shall enure solely to the benefit of WTC.

Notice must be given to the public that World Triathlon Corporation claims ownership of the Event Logo. Therefore, the following legal notice must clearly appear, in no smaller than 6-point size typeface, on all of your printed materials, products, websites, and all other items on which any Event Logo is used:

**IRONMAN® and 70.3® are registered trademarks of
World Triathlon Corporation. Used herein by permission.**

Other Requirements

Each use by Host of the Event Logo must:

- Be solely and directly related to performing Host's obligations, or exercising its rights, under this Agreement;
- Not be on any merchandise or services for sale or distribution (except to the extent expressly and specifically authorized by this Agreement or separate written agreement with WTC);
- Not constitute or involve transfer or assignment of the License or sub-license of any Event Logo; and
- Not have anything embedded in, added to, or superimposed on the Event Logo, or have any colors or color scheme different than that approved by WTC.

Improper Uses of the Trademarks "IRONMAN®" and "IRONMAN® 70.3®"

- IRONMAN® must be a single word, never hyphenated, and never capitalized as "IronMan".
- IRONMAN® and 70.3® must be two (2) separate words separated by no more and no less than one (1) character space.
- IRONMAN® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "Ironman distance" or "Iron distance").
- IRONMAN® 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "IRONMAN" must never be used as a standalone term or to denote distance. (e.g., never as "half ironman", "half ironman distance", or "half iron distance").
- 70.3® is a brand name – an identifier of a specific source of goods and services. It is not an indicator of distance. "70.3" must never be used as a standalone term to denote distance. (e.g., never as "70.3 miles")
- IRONMAN® should never be abbreviated as "IM."
- IRONMAN® 70.3® should never be abbreviated as "IM70.3."
- Stand-alone references to "an IRONMAN" or "a 70.3" are improper. Please add "triathlon" to such phrases (e.g., "an IRONMAN® 70.3® triathlon").
- Do not use "iron" (or any foreign translation thereof) as a prefix for, or component of, any words – whether displayed as one word (e.g., "ironwoman", "ironfamily", or "ironmate"), as two separate words (e.g., "iron woman", "iron family", or "iron mate"), or as a hyphenated word (e.g., "iron-woman", "iron-family", or "iron-mate"). (Exceptions include IRONMAN®, IRONKIDS®, and IRON GIRL®, all of which are trademarks owned by WTC.)

EXHIBIT D

RESTRICTED SPONSORSHIP CATEGORIES

COMPRESSION APPAREL	RACE REGISTRATION
WETSUIT	WATCH/TIMING
SUNGLASSES	GPS/FITBIT
MEDALS	ON-COURSE NUTRITION
FOOTWEAR	CHARITY
ENERGY BAR	RACE PHOTOGRAPHY
ENERGY GEL	SUNSCREEN
ISOTONIC / SPORTS BEVERAGE	INSOLES
ENERGY DRINKS	RECOVERY SANDAL
RECOVERY BEVERAGE	RECYCLING/GARBAGE/WASTE MANAGEMENT
SUPPLEMENTS	ONLINE TRAINING PLATFORM
CELL PHONE CASE	BEER
HEADPHONES	HOTEL
LIFESTYLE APPAREL	TRAVEL PARTNER
PERFORMANCE APPAREL	