

Rock 'n' Roll
MARATHON SERIES®

HOST VENUE AGREEMENT

◆————— **ROCK 'N' ROLL® CLEARWATER (2020-2024)** —————◆

This Host Venue Agreement (this “Agreement”) is made as of February ____, 2020 (the “Effective Date”) by and between **COMPETITOR GROUP, INC.**, a Delaware corporation (“CGI”) and **CITY OF CLEARWATER**, a city formed under the laws of Florida (“Host” or “City”). CGI and Host/City are sometimes referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

- A. CGI and its subsidiaries own and operate Rock ‘n’ Roll®-branded running events.
- B. CGI desires to conduct an annual Rock ‘n’ Roll® Clearwater Half Marathon and 5K running event in and around the areas of Downtown Clearwater, Clearwater Beach, and Belleair (collectively, the “Venue”).
- C. In consideration of CGI selecting the Venue as the site for the Events (as defined below), Host desires, subject to the terms of this Agreement, to provide the Support Services (as defined herein) to CGI.

AGREEMENT

The Parties agree as follows:

- 1. **The Events.** Subject to the terms of this Agreement:
 - (a) **Ownership.** CGI shall prepare and conduct an Event (as defined below) in and around the Venue during the years 2020, 2021, 2022, 2023, and 2024 (each, a “Race Year”). CGI is and will be the owner of each Event and nothing herein constitutes a license by CGI to Host or to any third party to establish or operate any Event or Race (as defined below).
 - (b) **Races.** In each Race Year, CGI shall be responsible for operating, in and around the Venue, a Rock ‘n’ Roll®-branded 13.1-mile run (the “Half Marathon”) and a Rock ‘n’ Roll®-branded five (5) kilometer run (the “5K”) (collectively, the “Races,” each, a “Race”) and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the Races and any additional races added under Section 1(f), an “Event”).
 - (c) **Name.** The official name of the Event will be **ROCK ‘N’ ROLL® CLEARWATER** and the official name of the 5K Race will be mutually agreed upon by the Parties. CGI may elect to add the name of a “title” sponsor and/or “presenting” sponsor to the official name of the Event and/or to the name of the Races (e.g., “[Title Sponsor] ROCK ‘N’ ROLL® CLEARWATER, presented by [Presenting Sponsor]”). When referring to any Event (or, as applicable, any Race), Host shall (and shall use reasonable efforts to cause relevant third parties to) at all times use such official name of the Event or Race (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).
 - (d) **Race Dates.** The Races each year of the Term will occur on the following applicable dates (each, a “Race Date”):
 - (i) **2020:** October 23-25, 2020

- | | | |
|--|------------|---------------------------------|
| | October 23 | Expo and Race Registration |
| | October 24 | Expo, Race Registration, 5K Run |
| | October 25 | ½ Marathon Run |
- (ii) **2021:** TBD – October, 2021
- (iii) **2022:** TBD – October, 2022
- (iv) **2023:** TBD – October, 2023
- (v) **2024:** TBD – October, 2024
- (e) Event Changes. Any changes in the implementation or structure of any Event must be mutually agreed to by both Parties.
- (f) Kids Run. CGI may conduct, as part of the Event, a CGI-owned one (1) mile kids run contemporaneously (e.g., during the same weekend) with the Races (the “Kids Run”). CGI may create additional, race-specific logos for any such additional races conducted, and such logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit B) under this Agreement.
- (g) Rights; Revenues. For the avoidance of doubt: Host shall not grant or sell sponsorships, official designations, exposition space, or any other rights at or in connection with the Event to any third parties. Except as may be otherwise expressly specified in this Agreement, CGI shall be entitled to receive and retain all Event/Race entry fees, and all other Event 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.
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 2024 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the “Term”).
3. **Certain Obligations of Host**.
- (a) Support Services. Host shall timely provide to CGI (or, as the case may be, shall timely provide for CGI’s benefit), the services, value in-kind, personnel, and other items set forth in Exhibit A (collectively, the “Support Services”) for each Event. Unless otherwise expressly agreed to in this Agreement, the costs for Support Services shall be shared equally by the Parties. Additionally, all costs for any of the Support Services must be at fair market value and agreed to in advance by both Parties. All other costs associated with this Agreement shall be the responsibility of CGI. All such costs incurred by CGI are subject to prior written approval by CGI.
- (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, implementing, and conducting of each Event by CGI, Host shall, and shall cause each of its representatives, agents, and contractors to, follow instructions, solely regarding Event-related operational or technical issues, from CGI or any third party designated by CGI.
- (d) Intellectual Property of CGI. Except with respect to the Event Logo (the use of which by Host being subject to Section 9), Host shall not, without CGI’s prior written consent, use any intellectual property rights of CGI, including without limitation the Rock ‘n’ Roll® marks,

names, and logos. Host shall promptly inform CGI of any possible misuse or infringement by any person or entity of the Event Logo or any other intellectual property of CGI.

- (e) Information Updates. Host shall, upon request from CGI, promptly inform CGI as to the status of the performance of Host's obligations hereunder, including without limitation regarding the Support Services.
- (f) Representations. Host covenants that each of the representations and warranties made by Host in Section 8 will be true and complete at all times during the Term.

4. **Certain Obligations of CGI.** Subject to the terms of this Agreement, and with respect to each Event:

- (a) Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by Host as part of the Support Services, or as may be otherwise required under this Agreement, CGI 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. CGI may require that each Event use Race timing, registration, photography, or other services provided by CGI or any of its affiliates, designees, or service providers.
- (b) Expo. CGI shall provide for a multi-day vendor exposition at each Event (the "Expo"), which Expo may be referred to as the "Health & Fitness Expo" or other name chosen by CGI. At the Expo, CGI (or its designee) may sell official Rock 'n' Roll®-branded (or any other) merchandise and services, and, to the extent approved in writing by CGI, 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.
- (c) Website; Media; Broadcasts. CGI shall provide and maintain the official website that markets the Event (the "Event Website"). CGI 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 CGI and Host, is the sole property of CGI and will not be reproduced, remarketed, or otherwise distributed or publicly displayed by Host without the written permission of CGI. CGI may, in its sole discretion, grant or license any or all of these rights to third parties or to Host.
- (d) Compliance with Law. In connection with each Event and CGI's performance of its obligations under this Agreement, CGI shall comply with all applicable laws, rules, ordinances, and regulations. CGI must apply for and obtain all necessary special event permits as may be required by the Clearwater Code of Ordinances and applicable City policies.
- (e) Information Updates. CGI shall, upon request from Host, promptly inform Host as to the status of the performance of CGI's obligations hereunder.
- (f) Representations. CGI covenants that each of the representations and warranties made by CGI in Section 8 will be true and complete at all times during the Term.

- (g) The costs for Support Services shall be shared equally by the Parties. Additionally, all costs for any of the Support Services must be at fair market value and agreed to in advance by both Parties. All other costs associated with this Agreement shall be the responsibility of CGI. All such costs incurred by CGI are subject to prior written approval by CGI.

5. **Official Announcements; Promotions by Host.**

- (a) **Announcements.** Host shall not make any public announcements of a marketing or promotional nature (whether in writing, orally, via the Internet, or otherwise) of any Event without the prior written consent of CGI in each instance (which consent will not be unreasonably withheld), except that no such consent will be required to the extent such announcements are required of Host as part of the 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; and
 - (iii) are not for purposes of marketing or promotion.
- (b) **Other Matters.** Host shall not use the Event, any marketing opportunity related thereto or arising out of the Event, or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner. To the extent Host is not prohibited by law from doing so, Host shall not permit any political statements, political campaign propaganda, or the like to be made (or made available) at the Event, or otherwise to be associated (or purported to be associated), whether directly or indirectly, with the Event or the marketing thereof.

6. **Ambush Marketing.** Host shall not cause or engage in any Ambush Marketing. “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 CGI-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 has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices.

7. **Exclusivity.** During the Term and for a period of six (6) months immediately following the last Event held under this Agreement, Host agrees that it will not, without CGI’s prior written consent, enter into any agreement, understanding, or contract for a distance running event of ten miles or greater in the City of Clearwater or its vicinity to be held during the ninety (90) days prior to or the ninety (90) days after the date of any Event or the six (6) months following the last Event held pursuant to this Agreement. CGI acknowledges and agrees that the following Host events do not conflict with these exclusivity restrictions:

Event Name	Event Distance(s)	Event Location	Event Month
Clearwater Running Festival	50k run, marathon (including relay), half marathon (including relay), 5-mile run, 5k run, kids run	Clearwater, Florida	January
Rock the Ribbon	10k run, 5k run, kids run	Clearwater, Florida	September
PB & J 5k/10k	15k run, 10k run, 5k run	Clearwater, Florida	September
Tunnel to Towers	5k run	Clearwater, Florida	November
Florida Veterans Day Cheeseburger 5k	5k run	Clearwater, Florida	November

Brownie 5k	5k run	Clearwater, Florida	December
Say No To Drugs Holiday Classic	10k run, 5k run, kids run	Clearwater, Florida	December

All of the aforementioned events will be considered to not conflict with this exclusivity section as long as Host continues to operate each such event in substantially the same manner as they are currently being operated (i.e., in the same location, in the same month, and at the same race distances in the table above). For the avoidance of doubt, if one of aforementioned races is canceled, Host may not replace it with a new event.

8. **Representations and Warranties.** Each Party represents and warrants that:

- (a) It 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 such entity, enforceable against such entity in accordance with its terms; and
- (c) Neither the execution, delivery, nor performance of this Agreement by it 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 (collectively, “Authorities”) is required in connection with the execution, delivery, or performance of this Agreement (except, with respect to CGI, certain permits, approvals, consents, notices, and other actions by Authorities may be required in connection with performance by CGI of this Agreement).

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

- (a) **Grant of Limited Rights.** Subject to the terms of this Agreement, CGI 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 B) 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 CGI’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 B.
- (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 CGI in writing.
- (c) **Ownership: Goodwill.** Host acknowledges that CGI 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 CGI’s other trademarks or other intellectual property. All goodwill and rights accruing or arising under the Event Logo, or in any copyrights or other intellectual property of CGI used in connection with this Agreement or any Event, enures solely to the benefit of CGI.

10. **Indemnification.**

- (a) Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party, its governing body, parent, subsidiaries, and affiliates, and each of their respective officers, directors, employees, representatives, contractors, volunteers, agents, and the successors and assigns of any of them (the “Indemnified Party”), from and against all claims only to the extent caused by the sole negligence of the Indemnifying Party, its governing body, or its employees.

This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third-party agents of the Indemnifying Party. In addition, this indemnification shall be construed to limit recovery by the Indemnified Party against the Indemnifying Party to only those damages caused by the Indemnifying Party's sole negligence, and specifically not including any attorney's fees or costs associated therewith.

- (b) This indemnification shall not be construed as a waiver of the City's sovereign immunity and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either Party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes.
- (c) This Section 10 will survive the expiration or termination of this Agreement for any reason.

11. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own insurance coverage as follows: (a) comprehensive general liability insurance for each Event from a reputable insurance company or through self-insurance 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 (\$2,000,000.00) per occurrence for any one incident or accident, and not less than five million U.S. dollars (\$5,000,000.00) 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; (b) workers' compensation insurance coverage to the extent required by applicable law; and (c) automobile liability insurance with a combined single limits of at least one million U.S. dollars (\$1,000,000.00 USD) per occurrence for any one incident or accident. 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.

12. **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) Notwithstanding anything to the contrary herein, CGI may immediately terminate this Agreement:
 - (i) at any time if CGI gives written notice to Host that CGI has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to CGI whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits (as defined in Exhibit A); (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors; or
 - (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.

- (c) Effects of Termination; Survival.
- (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) 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.
 - (iii) 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 5, 6, 7, 10, 14, 15, 16, 17, 18, 19, **Error! Reference source not found.**, 20, and 21.
- (d) The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Clearwater City Council. In the event the Clearwater City Council does not appropriate funds in a sufficient amount for the City to perform its obligations under this Agreement, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

13. **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, unsafe conditions, volcano, explosion, 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 CGI of any of the Races, nor the modification of the Races (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.

14. **Confidentiality.**

- (a) CGI acknowledges Host's obligations under Article I, Section 24 of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. When complying with such applicable laws and statutes, Host agrees to redact any information in this Agreement not required to be made public.
- (b) During the Term and the 36-month period thereafter, and to the extent not prohibited by law, 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").
- (c) "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 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.

- (d) 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.
- (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 each of the Parties 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.

15. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by Host without the prior written consent of CGI. 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.

16. **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, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.

17. **Jurisdiction.** 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 Florida, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction.

18. **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.

19. **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 CLEARWATER

Address: 100 South Myrtle Avenue, Clearwater, FL 33756

Attention: Art Kader

E-mail: Art.Kader@myclearwater.com

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

If to CGI:

COMPETITOR GROUP, INC.
c/o World Triathlon Corporation
3407 W. Dr. Martin Luther King Jr. Blvd., Suite 100
Tampa, Florida 33607
Attention: Chief Legal Officer
E-mail: Legal@ironman.com

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

20. **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.

21. **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.

22. **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 the arbitrator or 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. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in “portable document format” (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes.

[*Signature page directly follows this page*]

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

CGI:

COMPETITOR GROUP, INC.

By: _____
Name: ANDREW MESSICK
Title: PRESIDENT & CEO

Host:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

William B. Horne, II
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk

[Exhibits to this Agreement follow this page]

EXHIBIT A

Support Services

With respect to each Event, Host shall, as the case may be, do, obtain, or provide (or cause to be done, obtained, or provided) the following:

- A-1. Approvals & Permits.** Host shall support and assist CGI in procuring all governmental, regulatory, and third-party approvals, permits (excluding any alcohol permits), access rights, business licenses, consents, ordinance exemptions, commitments, and licenses necessary or useful in connection with performance by Host or CGI of this Agreement, including without limitation the conducting of the Events, the Races, and the Expos, closures of roadways, use of amplified sound and music by CGI in connection with the Events, and for all Event spaces, and Host’s provision of the Support Services (collectively, the “Approvals & Permits”). The City cannot guarantee that applicable agencies will issue Approvals & Permits.
- A-2. Lead Agency.** Host shall serve as the “lead agency” to support the operational activities of the Event, including but not limited to facility and venue acquisition, permitting, police, security and emergency services acquisition, parking acquisition, communications acquisition, local accommodations, travel, volunteer recruitment, media, public awareness, and advocacy. Without limiting the generality of the foregoing, Host shall cause the Clearwater PD to assist CGI with securing support for the Event from the Pinellas County Sherriff Office.
- A-3. Police and 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. Host shall provide for a special command post (either temporarily installed at the site or provide space near the site) that will bring together all three emergency services (police, fire and ambulance), private security, volunteer security personnel, and communications.
- A-4. Traffic Control Services and Devices.** Host shall provide all traffic control 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 plans to assure maximum road safety in partnership with local and regional police services).
- A-5. Venues/Facilities.** During the Event (and prior to and after the Event as necessary to accommodate the Event-related functions), Host shall provide CGI access to the following venues for purposes of conducting the following Event-related functions (as applicable):

USE	SPECIFICATIONS
RACE OFFICE	Large meeting room (800 square foot space)
ATHLETE REGISTRATION	3,200 square foot outdoor space to process athletes over a two-day period
EXPO	20,000 – 40,000 square foot outdoor space to accommodate vendor booths near athlete registration
MERCHANDISE	5,600 square foot outdoor space near athlete registration and 1,000 square foot outdoor space near the finish line (tented)
VIP HOSPITALITY	5,000 square foot outdoor space located near finish line

MEDICAL & MASSAGE AREA	5,000 square foot outdoor space located near finish line
ATHLETE RECOVERY AREA	10,000 square foot outdoor space located near finish line.
SUPPLY DEPOT	Secured 40,000 square foot outdoor space needed fourteen (14) days prior to race day and two (2) days following the race to organize event supplies and unload/load trucks.

** The Parties acknowledge that, as of the Effective Date, the exact dates and/or spaces/areas to be used for the Event are not finalized and that CGI will, in consultation with Host, determine the exact dates, and/or spaces/areas (as applicable) to be used for the Event.*

- A-6. Racecourse Exclusivity and Condition.** The race courses used for the Events will be mutually agreed upon by the Parties, provided, however, that Host acknowledges and agrees that the race courses used for each Event must be able to safely accommodate at least 7,500 runners for the Half Marathon course and at least 7,500 runners for the 5K course. Host shall cause the Clearwater PD to provide all roadway closures necessary to ensure a safely executed Event. Host shall ensure that all roads 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 the Races) and are made exclusively available to CGI only during such periods. Host shall ensure that all Race routes within Venue limits are in good condition during the Event.

- A-7. Visual Promotion.** Host shall invest in local visuals and infrastructure featuring the Event-specific colors and branding for the Event and shall maintain and place Event banners for the Event. Host shall work within the guidelines and graphic standards of CGI and will develop a strategic visual action plan in partnership with CGI. Host shall install and remove all such promotional visuals and equipment. Such installation will take place fifteen (15) days before the Event and materials will be removed no later than five (5) days after the Event.

- A-8. Notifications.** All local residents and businesses within the Venue that are impacted by the Event must be properly notified by the Host. This includes the effects of road closures, traffic advisories, etc.

- A-9. Terrorism and Counterterrorism Measures.** To the extent such measures are required by law or to the extent such measures are deemed necessary by local law enforcement (e.g., for the safety of the Event participants and spectators), Host shall provide counterterrorism measures required in connection with the Event, including, without limitation, anti-terrorism personnel, equipment (e.g., suppression vehicles, jersey barriers, surveillance, etc.), and services.

- A-10.** The Costs for Support Services as contained herein shall be shared equally by the Parties. Additionally, all costs for any of the Support Services must be at fair market value and agreed to in advance by both Parties. All other costs associated with this Agreement shall be the responsibility of CGI. All such costs incurred by CGI are subject to prior written approval by CGI.

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EXHIBIT B**TRADEMARK STANDARDS & USAGE GUIDELINES:**
EVENT-SPECIFIC LOGO**Sample Event Logo**

Each Event will feature one or more Rock 'n' Roll®-branded logos customized by CGI for such Event (each, an "Event Logo"). CGI will design, create, and provide each Event Logo. The following is an example of an Event Logo *from a different event*:



CGI 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 Rock 'n' Roll Marathon Series® brand and create consumer confusion, and are therefore not permitted. You play a vital role in protecting the integrity of CGI'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 CGI 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 CGI. 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 CGI in writing within fifteen (15) days shall be deemed disapproved.

Trademark Ownership & Required Notice

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

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:

**Rock 'n' Roll® and Rock 'n' Roll Marathon Series® 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 CGI);
- 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 CGI.