2015 USATF NATIONAL JUNIOR OLYMPIC TRACK & FIELD CHAMPIONSHIPS BID APPLICATION

The host city of the 2015 USATF National Junior Olympic Track & Field Championships (the "Championships") must be in the Eastern Zone of the United States (Comprising the following Associations: Adirondack, Connecticut, Florida, Georgia, Kentucky, Lake Erie, Long Island, Maine, Michigan, Mid-Atlantic, New England, New Jersey, New York, Niagara, North Carolina, Ohio, Potomac Valley, South Carolina, Three Rivers, Virginia, and West Virginia). Therefore, no bid applications from bidders proposing to host the Championships in a location outside the Eastern Zone will be considered. See www.usatf.org/Associations to locate your local USA Track & Field, Inc. ("USATF") Association.

Please forward three (3) copies of this completed application with supporting materials (collectively, the "Bid Application") and **Bid Application fee** to USA Track & Field, 132 East Washington, Suite 800, Indianapolis, IN 46204.

Prior to forwarding your Bid Application, please make sure that you have: (1) included all requested information and attachments, (2) obtained all necessary signatures, (3) consulted with the local USATF Association and (4) read and understood the Bidder Letter of Agreement located near the end of this Bid Application. **Applications are due October 14, 2013**

For assistance in completing this Bid Application please contact Arionne.allen@usatf.org or (317) 713-4695.

Part I - Principal Contacts	**PLEASE PRINT LEGIBLY OR TYPE**
Bid Submission Date:	Event Site:
Event Organizer ("Bidder"):	
Contact Name:	Tel. (H):
Address:	Tel. (W):
Web site Address:	Fax:
Email:	Cell:
Event Director (if different from above):	Tel. (H):
Name:	Tel. (W):
Address:	Fax:
Email:	Cell:
Facility Director (if different from above):	Tel. (H):
Name:	Tel. (W):
Address:	Fax:
Email:	Cell:

Part II - Year and National Championship Event Sought	
Year: 2015 (Eastern Zone)	Event: 2015 USATF National Junior Olympic Track & Field Championships

Part III - Bid Award Process

The Championships will be awarded at the USATF Annual Meeting to be held in Indianapolis, Indiana, December 4-8, 2013. Site selection will be made from among those fully and properly completed Bid Applications submitted to USATF that are accompanied by a refundable Bid Application fee payable to "USA Track & Field" in the amount of Ten Thousand Dollars ($10,000.00) ("Bid Deposit"). Finalists will be recommended by the site evaluation committee which is selected by the Youth Athletics Division in conjunction with the National Office and the host city will be selected by a majority vote of the Youth Athletics Division delegates present at the session of the Annual Meeting at which the vote is taken. **The successful Bidder (also known as the "Local Organizing Committee" or "LOC") will be required to pay a Twenty-Five Thousand Dollar ($25,000.00) rights fee to USATF on the date the Championships are awarded. This fee is non-refundable.**

Bidder's Initials: _____

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Part IV - Junior Olympic Marks, Images, and Terminology

Bidder hereby agrees to the terms and conditions set forth in **ADDENDUM F** with respect to commercial and other use of Junior Olympic-related marks, images and terminology.

The following Definitions will be used throughout this Bid Application (additional definitions can be found in Addendum I):

Championships Management Team means those individuals appointed by USATF who shall serve as intermediary between the successful Bidder and USATF and oversee race preparation and race day execution of the Championships.

Championships Manual means the USA Track & Field Junior Olympic Championships booklet which provides Championships information to athletes who have qualified for the Championships.

National Office means the paid staff employees working in the national headquarters for USATF.

Net Championships Expenses means any expense incurred by the successful Bidder, and pre-approved by a duly authorized representative of USATF, as Championships-specific, including but not limited to: marketing/promotion; travel, housing and prize funds; merchandise costs; logistics such as timing and scoring, announcers, credentials, etc.; travel, housing and other costs for officials, volunteers, and other personnel; and any direct costs of sponsor fulfillment.

Net Championships Revenue means the sum of "Net Ticket Revenue", "Net Sponsorship Revenue", and any and all other revenues derived by the successful Bidder from the Championships, including but not limited to, merchandise revenues, catering revenues; revenues from food, beverage and other concession sales at the facility during the Championships; suite revenues; Championships-specific sponsorships; hospitality sales revenues, charitable contributions, grants, etc.

Net Sponsorship Revenue means incremental sponsorship dollars retained by the successful Bidder as a direct result of the Championships, net of any third-party revenue share or commission agreements. Net sponsorship revenue does not include base dollars from existing Facility sponsors.

Net Ticket Revenue means the gross proceeds derived from the sale of tickets of admission to the Championships minus only the following costs: (i) taxes payable on ticket sales, and (ii) third party surcharges or commissions as mutually agreed upon.

USATF means USA Track & Field, Inc.

Youth Committee means those members of USATF that serve the organization through a volunteer commitment to the youth constituents and programs of USATF.

Part V - Event Detail

1. Event Site (Facility Name & Locations in Eastern Zone):

2. Event Title (USATF Reg. 18-B): **USATF NATIONAL JUNIOR OLYMPIC TRACK & FIELD CHAMPIONSHIPS**

3. Event Date: **July 27-August 2, 2015**

4. Please enclose a drawing of the track and surrounding facilities, showing layout, in accordance with USATF Competition Rule 160. Indicate location of athlete check-in, field event areas, aid and medical stations, finish line, toilet facilities, and media facilities (if applicable). (See Part XIII for additional facility and equipment requirements.)

5. Please attach a history sheet listing previous Association, Regional, National, or other Championships held at the proposed Championships facility.

6. Weather conditions during July:
   Average temperature during Competition Dates: Average humidity: Average wind:

Part VI - Association

1. Local Association:
   President Name:
   Telephone:
   Fax:
   Email:

   See www.usatf.org/Associations to locate the appropriate contact information for your local USATF Association.

2. Briefly explain the role of the local Association, its officials, and/or other services in the planning or staging of the Championships. (Attach an additional sheet if necessary.)

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Part VII - Local Organizing Committee Details (Attach Additional Sheets with Response

A. USATF Requirements:

1. The successful Bidder agrees to adhere to any and all USATF policies, procedures, rules, and/or regulations. One of the purposes of USATF is to promote diversity of representation at all levels of participation in its activities. To that end, the successful Bidder is strongly encouraged to utilize minority owned business and/or women owned business entities in its execution of this Championship. Please include in your Bid Application, the local laws (municipality or state goals) pertaining to such participation and your plan to promote and encourage such participation in the Championships.

2. The successful Bidder shall provide a management team consisting of persons with technical, administrative, sales, marketing, and promotions expertise, as well as support staff sufficient to plan, host and conduct a first class Championships event.

Bidder's Acknowledgment X_____

B. Bidder to Attach the Following:

1. The legal name, address, web page URL address, telephone and fax numbers, and the legal form of the sponsoring organization bidding for the Championships, if different from that listed in Part I.

2. List the names and professional background information of key management personnel who will be responsible for the conduct of the Championships. Provide an organizational chart or listing of the proposed event management team. Indicate how your Championships management team addresses USATF's diversity criteria.

3. Detailed information concerning the host organization's experience in staging major athletic competitions or other events. Please specify the event name(s), date(s), nature of event, budget, number of competitors/participants, and attendance figures.

4. Name other organizations, if any that will conduct or assist in the conduct of the Championships. Explain the relationships and responsibilities of any such organizations. Include their event experiences and key personnel background information.

5. Attach the contract or lease agreement for the facility where the Championships will be held. Explain the responsibilities of the facility's management during the Championships.

Part VIII - Business Issues (Attach Additional Sheets If Necessary)

A. USATF Requirements:

1. Bidder is required to pay a refundable Bid Deposit in the amount of Ten Thousand Dollars ($10,000.00). The successful Bidder's Bid Deposit will be retained as a contract deposit and may be applied by USATF to remedy successful Bidder's unfulfilled obligations with respect to the conduct of the Championships. Upon final award of the Championships, the successful Bidder will be required to pay an additional non-refundable rights fee in the amount of Twenty-Five Thousand Dollars ($25,000.00).

2. The successful Bidder must demonstrate its ability to pay all the expenses and show evidence of financial fitness to conduct the Championships, including providing USATF with a proposed Championships budget and periodic financial statements, from the date of award through the competition, as requested.

3. The successful Bidder may only contract with sponsors, suppliers, or vendors approved by USATF. This approval must be obtained in writing. No sponsor, supplier, or vendor may associate itself with the Championships, the Championships name, or the Championships Logo (as defined in Appendix L), without the express prior written approval of USATF. No sponsor, supplier, or vendor that is not a United States Olympic Committee ("USOC") sponsor, supplier, or vendor may be associated with the Championships, the Championships name, or the Championships Logo, and even then, only with USATF written approval.

4. The successful Bidder will be required to promote and advertise the Championships in a manner employing all customary means (print, radio, television, website, social media etc.). All proposed advertising copy, designs, photos, drawings, and logos must be approved in writing in advance by USATF's Marketing and Legal Departments, prior to publication.

5. All entry fees shall be retained, including late fees, by USATF. Maximum entry fees for the Championships are established by USATF.

6. The successful Bidder shall provide, at no cost, a location for such sales in a high-traffic area within the facility. The area should be a minimum of 40 x 60 feet.

Bidder's Initials: _____

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7. Within ninety (90) days of the conclusion of the Championships, successful Bidder shall submit a complete final report and financial accounting of the Championships, including paid daily attendance figures and daily hotel room pick-up report to the Associate Director of Youth Programs. Said report shall include an economic impact study for the duration of the Championships as well as a demographic study of the attendees of the Championships, along with data relating to advertising activities and sponsorship sales.

8. Revenue from protest fees collected shall be retained by USATF.

9. USATF will provide the competition bib numbers at no charge and revenue from bib number replacement fees shall be retained by USATF.

Bidder's Acknowledgment X_____

B. Bidder to Attach the Following:

1. A proposed Championships budget.

2. A proposed insurance and risk management plan for the Championships. General Liability, Directors' and Officers', Automotive Liability, Workers' Compensation, and other insurance policies will be required with limits and policy details to be determined. Note: General Commercial Liability Coverage is available with a USATF sanction.

3. Details of any Championships merchandise the Bidder wishes to create and sell, subject to the restrictions contained elsewhere in this Bid Application.

4. Details of anticipated concession sales at Championships.

5. Details of anticipated exposition area with booth size(s), rental costs, and site map.

USA TRACK & FIELD OFFICIAL SPONSORS AND SUPPLIERS

The existing Official/National sponsors of USA Track & Field, as of September 1, 2013, can be found in Appendix N. The successful Bidder should periodically check the USATF website for updated sponsor/supplier information.

Bidder's Acknowledgment X_____

Part IX – Championships Revenue to Successful Bidder (Attach Additional Sheets with Responses)

1. The successful Bidder and USATF will enter into a revenue share model for all revenue attributable to the successful Bidder (or LOC) herein where USATF shall be entitled to retain twenty-five percent (25%) of the difference between Net Championships Revenue and Net Championships Expenses.

2. The successful Bidder may charge an admission fee for spectators. The admission fee shall be reasonable and must provide options for multi-day admission passes at discounted rates. Final admission fees shall be approved by USATF. *Note: Current USATF member coaches with a proper USATF background check who are in good-standing shall receive free admission*. The successful Bidder will retain revenue from admission fees.

3. Revenue from the creation and sale of Championships merchandise bearing USATF Trademarks (including the Championships Logo as defined below) or Olympic-related marks, images or terminology must be approved in advance by USATF. USATF reserves the right to conduct its own merchandising activities at the Championships or to engage a vendor to sell USATF merchandise. Additionally, USATF reserves the right to purchase exclusivity rights from the successful Bidder and act as the sole representative for the sale of Championships merchandise. USATF agrees to notify the successful Bidder by June 15, 2014 if such a decision is made. At which time, the transfer of merchandise rights shall be negotiated in good faith between USATF and successful Bidder.

4. Revenue from meet program sales will be retained by successful Bidder.

5. Revenue from non-merchandise concession sales will be retained by the successful Bidder.

6. The successful Bidder may create an exposition area for vendors that are preapproved by USATF. In addition, sponsors and suppliers designated by USATF are given free space in the exhibition area. The successful Bidder will retain revenue from exposition booth rental.

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Part X - Housing and Meals (Attach Additional Sheets with Responses)

A. USATF Requirements:

1. Bidder must ensure that adequate hotel rooms or other appropriate housing are available to accommodate the expected 8,000 or more athletes, coaches, officials, and family members who will attend the Championships.

2. Bidder must be able to secure a headquarters hotel(s) that will reserve an adequate room block for participants and spectators, for seven (7) days prior to, during, and two (2) days after Championships.

3. Bidder must ensure that adequate eating establishments or food service arrangements will be available for participants and spectators at the Championships. Such food service arrangements shall offer a variety of foods such as fresh fruit, sandwiches, pizza, and healthy snacks at a low cost.

Bidder's Acknowledgment X_____

B. Bidder to Provide the Following:

1. The names of hotels or other properties that will participate in your proposed Championships housing plan, the number of rooms available for participants at the particular hotels and/or properties, proposed rates (with or without meals) for singles, doubles, triples, suites, etc., as well as meeting room space availability. Indicate distances from track and field facility.
   Highest Price in room block: **Lowest Price in room block**:

2. Name of headquarters hotel and indicate meeting rooms available for USATF use.

3. Is other housing available near the track and field facility at varied rates? Yes No (If yes, provide details)

4. If Bidder is proposing to use local college and university on-campus housing, please provide information about room availability, location of each dorm and dining facility in relation to the track and field facility, costs per room (with or without meals), type of room, number of persons per room, and whether climate control systems are available in each room (i.e. air-conditioning, heat, etc.) If bathrooms are shared, indicate how they are shared. (Note: On-campus housing should be a secondary housing resource. Such housing is adequate for some athletes, officials, and others.)

5. Eating establishments within easy walking and driving distances of all proposed housing properties submitted. Specify restaurant dining hours.

6. Please indicate whether any hospitality arrangements are planned (i.e. welcome function or pasta dinner etc.). Describe proposed hospitality arrangements, if any, on-site at finish line and/or key housing properties for athletes, coaches, meet officials, and/or USATF VIP guests. Please indicate other events scheduled on around the competition facility during the Championships dates. Please also indicate local events that may affect hotel availability.

Part XI - Travel, Transportation, and Parking

A. USATF Requirements:

1. Bidder must ensure that the host city has adequate transportation facilities and capabilities for those managing, participating in, or attending the Championships.

2. Bidder must provide adequate parking arrangements at the competition site for participants, USATF staff, the Youth Committee, and any VIPs designated by USATF.

Bidder's Acknowledgment X_____

B. Bidder to Attach the Following:

1. Name all airlines servicing the local airport(s) and the number of flights in and out of host city each day. List any airlines with major hubs in or near host city.

2. Distance from airport to hotels and from hotels to competition site. Indicate which hotels provide free airport shuttles.

3. A list of transportation systems within your city/community available for public use that provide access to the track and field facility and hotels. Indicate plan for coordination of race and transportation routes with state and local authorities, if applicable.

4. List companies that provide rental car services, taxis, limousine, and any other transportation related information.

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5. Describe parking arrangements at competition site, including plans for VIP and USATF staff parking; VIP and USATF staff parking must be complementary.

Part XII - Promotion, Advertising, and Publications

A. USATF Requirements:

1. Bidder shall consult with USATF to optimize public awareness of the Championships. Bidder shall use its best efforts to promote the Championships, including through print, public relations, radio, television, Internet, social media, and print publications, to generate substantial spectator and community interest in and support of the Championships. USATF and its designated sponsors, suppliers, and licensees shall have the right to receive free advertising in the Championships program. Bidder shall consult with USATF's Marketing Department prior to engaging in any promotional or advertising activities.

2. USATF will provide the pre-approved Championships Logo to the successful Bidder. The Championships Logo will include the full Championships name, a USATF Trademark, the host city, and the year. The Championships Logo may not be altered by anyone other than USATF. The successful Bidder must secure USATF approval on all Championships Logo placements. The successful Bidder shall consult with USATF to optimize public awareness and must submit any promotional materials to USATF for prior written approval by a duly authorized representative of USATF. The Championships Logo must be included as the primary mark in all promotional materials.

Bidder's Acknowledgment X_____

B. USATF to Provide the following, at USATF's sole and unfettered discretion:

1. Perform monthly promotion via email and social media channels to USATF Youth Members and Youth Clubs, before any qualifying event(s) and continuing through conclusion of the Championships;

2. Spend a minimum of $7,500 (or an amount otherwise specified by USATF) on in-market media/advertising (including but not limited to radio, print, and/or television advertising; billboards; street banners and signs). **USATF investment to be matched by LOC, through direct spend or in-kind**;

3. Pitch and place stories in local media;

4. Provide minimum of one (1) celebrity athlete ambassador for Championships, including autograph session, appearance at opening ceremony or similar event, and minimum one (1) media appearance;

5. Advertising in Fast Forward, USATF's electronic membership magazine, immediately preceding event;

6. Make Championships "Featured Event" on USATF Website week of Championships;

7. Provide Championships previews and Championships coverage on USATF Website and social media channels; and

8. Editorial mention and calendar listing in youth running magazine/website

Part XIII - Facilities and Equipment

A. USATF Requirements:

Bidder must provide all necessary facilities and equipment in good or like new condition (recommended that successful Bidder purchase new equipment) to host a first class track and field competition. ***The below list is subject to change based on the number of entries***. The successful Bidder must obtain a more current list from USATF closer to the time of the Championships. Such facilities and equipment include:

Track and Field Facilities

1. A 400m, eight-lane (42" wide), synthetic, track (with raised curb) and field facility that meets IAAF requirements and complies with USATF Competition Rules 160 and 164. Track must also be striped for multi-directional competition.

2. Two (2) separate and secure clerking areas with tables in permanent building or tents. Clerking areas must be equipped with a public address system.
3. Snow fencing and roping for perimeter of clerking and/or field event areas, to separate spectators from competitors.

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4. Adequate bathrooms throughout track and field facilities, protest, and awards areas. Port-a-lets should supplement bathroom facilities, as designated by USATF in the on-site evaluation.

5. Separated secure area for boys and girls award presentations.

6. A secure, easily accessible location for affixing Championships results, protected from weather elements, for viewing by athletes, coaches, and spectators.

7. A warm up area with track competition equipment (i.e. starting blocks and hurdles).

8. Press facilities that include internet access (wireless access is preferred).

Track and Field Equipment

9. Track shoe spikes and spike wrenches available for purchase during the Championships. The spikes must adhere to the facility's spike requirements.

10. Scoreboard for simultaneous track results display. (Recommended)

11. Four (4) sets of eight (8) starting blocks with handles.

12. Two (2) high jump pits with commercial grade extenders.

13. Two (2) multi-directional long jump pits.

14. Two (2) multi-directional pole vault pits, with commercial grade extenders, capable of use at 1.8 meters

15. One (1) hammer cage or combination hammer/discus cage equipped with doors for safety.

16. All field event working items as identified in **ADDENDUM D**.

17. All required implements as identified in **ADDENDUM E**. The successful Bidder shall provide the appropriate USATF Sponsor with the first right of refusal to supply these implements. Bidder must present a Purchase Order (PO) to USATF before final purchase of implements.

18. 120 hurdles with a least 100 having adjustable counter balance.

19. Four (4) steeplechase hurdles and one (1) water jump hurdle with a safety covered bottom; all being adjustable for boys and girls competition heights.

20. The finish line recording system, which must satisfy Rule 165, shall be fully automatic by digital imaging equipment. The system must have two cameras, at least one of which must be a color camera. An independent timing system, which meets the same specifications as the primary system, must be used as a backup system. The timing system shall provide a live results feed to the webcast. The successful bidder will get prior approval from the Youth Committee in conjunction with the National office before contracting with the timing company before the event. The successful Bidder agrees to use one of the USATF approved timing companies. The successful Bidder shall provide ethernet connectivity from the press box to the main finish line and the 100m, 200m, and 1500m starting lines. Additionally, the successful Bidder shall provide the following at the:
    a. main finish line: Two 20 amp circuits on the inside of the track and one 20 amp circuit on the outside of the track;
    b. 100m starting line: One 20 amp circuit on the inside of the track;
    c. 200m starting line: Two 20 amp circuits on the inside of the track and one 20 amp circuit on the outside of the track; and
    d. 1500m starting line: One 20 amp circuit on the inside of the track.

21. High speed printer(s) for heat sheets and results.

22. At least twenty four (24) batons.

23. Forty boxes of 32-caliber pistol shells.

24. Minimum of 12 small cones to clearly mark break lines in track events and for directional use at the steeplechase water jump.

Event Management Support Requirements

25. Athlete packet pick-up facilities at the competition area. Unless otherwise approved by USATF, the area should be a minimum of 3,000 square feet. This area should be equipped with all supplies as outlined in **ADDENDUM C**.

26. Running event check-in tent: a minimum of 30 feet by 60 feet; six (6) 8-feet tables and 12 chairs.

 Bidder's Initials: _____

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Field event check-in tent: a minimum of 20 feet by 20 feet; three (3) 8-feet tables and 6 chairs.
Awards area tents: one (1) 10 by 10 feet and the other 20 feet by 20 feet; two (2) 8-feet tables and 200 chairs.
Hipping tent: a minimum of 40 feet by 60 feet; 170 chairs and six (6) 8-feet tables.

27. All hipping and awards supplies/ equipment as outlined in **ADDENDUM B**.

28. Tents at each field event area to protect athletes from elements, a minimum of 300 square feet.

29. Provide adequate space for meet operations and games committee. Space should include tables and chairs, electricity, Internet connection, wifi or hard wire, air conditioning.

30. Fifteen (15) cartons of paper, toner, etc.

31. Internet capabilities and high speed printer in the Awards area.

32. Four (4) portable public address systems to use for the Starting, Awards, Clerking and Hipping areas.

33. Eleven (11) golf carts for use by the Championships Management Team for mobility around track and field facility.

34. Fifty (50) Motorola-type, multi-channel walkie-talkies for successful Bidder and Championships Meet Management Team use, with two-thirds (2/3) having headsets. No less than twenty-five (25) of those walkie-talkies should be reserved for use by the USATF Championships Meet Management Team.

Webcasting

1. Facility/venue equipped with landline internet for the purpose of streaming online video; connection shall be a dedicated/private connection and provide a minimum 5MB upload speed and 10MB download speed. Additionally, multiple hardline ports shall be available for the webcast only.

2. A minimum of two press box rooms for a webcast production team and webcast announcers, with enough room for five (5) computers and equipment. These press box rooms shall be as close to the finish line as possible.

3. The successful Bidder shall provide an unobstructed view of the common finish line. **NO TENTS ARE ALLOWED ON THE HOMESTRETCH.**

4. Bidder shall advise as to whether it can provide scaffolding and a platform to get webcast cameras above the fans.

5. The successful Bidder will be required to provide overnight security during each night of the Championships for all webcasting equipment left in the press box.

Drug Testing

1. A secluded facility (preferably adjacent to the track) to conduct drug testing complete with two (2) dedicated restrooms and interview rooms.

2. An assigned coordinator to work with USATF and the United States Anti-Doping Agency ("USADA"). This assigned coordinator will be the point person for –re-event planning regarding doping control, will serve as a liaison to USADA and USATF, and will have responsibilities pertaining to doping control for the duration of the Championships. Additionally, this coordinator shall ensure that all necessary beverages are securing in the doping control facility (noted above) and will secure and manage ALL necessary volunteers for the doping control activities.

Bidder's Acknowledgment X_____

B. Bidder to Attach the Following:

1. A written letter from the facilities' highest ranking official (President, CEO, Chancellor, etc.) indicating that it will make the facility available to the successful Bidder and USATF for the Championships, including setup prior to and breakdown after the Championships. The letter shall detail the preliminary estimated fees associated with the use of the facility.

2. A list of facilities and equipment from Part XIII-A that Bidder currently has at its disposal and plans to secure those that are not.

3. Plans for location of athlete packet pickup, running event check-in tent, field event check-in tent, hipping tent, awards area, and operations trailer.

Part XIV - Championships Management

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A. USATF Requirements:

1. The Competition Rules of USATF shall govern the conduct of the Championships.

2. Notwithstanding the grant of rights contained in Part IV above, USATF and the Chairperson of the Youth Division shall collaborate with and exercise overall supervision over successful Bidder's planning for management and conduct of the Championships, and shall have sole responsibility for the conduct of the Championships competition. Specifically, USATF's Championships Management Team (as defined herein) shall have overall responsibility for and shall oversee all aspects of the conduct of competition during the Championships. It is expressly understood by both parties that USATF's Championships Management Team has final authority during the competition with respect to the conduct of the Championships.

3. USATF will provide at no charge the competition bib numbers.

4. Bidder is responsible for ordering sufficient quantities of hip numbers to conduct the Championships. (See requirements in **ADDENDUM B**.)

5. USATF will create and maintain the official Championships website and the Passport booklet (which is distributed at the Regional Championships to athletes and clubs who qualify for the Championships). The successful Bidder shall work with USATF to provide the necessary information and details for the website and Passport.

6. The competition schedule shall be determined by USATF.

7. The successful Bidder must operate a Championships and host city information booth for participants and spectators at the packet pick-up area.

8. Opening ceremonies will be held on the evening of the second day of competition (Tuesday). A parade of athletes shall be included and the athlete's oath shall be administered. The successful Bidder will be responsible for coordinating the opening ceremonies. Necessary equipment and facilities include: access to the track & field facility, an athlete-only seating section to accommodate up to 8,000 athletes, additional seating for spectators, a podium stage, and a public address system with a microphone on the stage.

9. Formal medal presentation with two (2) awards stands (one for boys and one for girls) and public address system must be provided by the successful Bidder. Pursuant to the procedures outlined in USATF Competition Rule 305 (4), individual awards, participant gifts and "All American," as appropriate, gifts will be furnished by USATF for the competitors finishing in the top eight (8) places in each division. The successful Bidder understands that awards and gifts supplied by USATF are for athletes only and will not be distributed to successful Bidder members or officials.

10. The successful Bidder must send representatives of its Championships management team, as observers, to the 2014 National Junior Olympic Track & Field Championships in Houston, Texas. Bidder's Championships Management Team must arrive no later than the Monday of the week competition begins.

Bidder's Acknowledgment X_____

Part XV - Championships Information, Entries, and Results

A. USATF Requirements:

1. A USATF approved, web-based entry system which can verify USATF memberships and athlete club affiliations for entries is required.

2. The USATF website shall be the exclusive host of the Championships meet information and Championships results.

Bidder's Acknowledgment X_____

Part XVI - National Youth Committee/Championships Management Team

A. USATF Requirements:

1. Bidder will be responsible for all expenses associated with one pre-selection site visit by up to five (5) USATF staff and Youth Committee representatives. In addition, the successful Bidder shall be responsible for the expenses associated with up to two (2) follow-up site visits, by no more than five (5) persons prior to the Championships, which may include USATF staff.

2. The successful Bidder shall be responsible for round-trip economy air transportation to the Host City from the home city of up to Twenty-eight (28) meet management and technical staff as designated by USATF (five (5) of which shall be National Office staff).

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In addition, the successful Bidder shall provide local transportation, lodging, and meals or per diem for each member of USATF's Championships Management Team for the period beginning two (2) days prior to, during and for one (1) day after the Championships. Successful Bidder shall provide eleven (11) doubles and six (6) singles for use by the USATF Championships Management Team. An Additional five (5) singles shall be reserved for USATF VIPs for payment by USATF.

3. The successful Bidder shall provide transportation between the airport and the hotel, the hotel and the competition facility, and meals for up to fifteen (15) regional coordinators, or such other meet management personnel designated by USATF.

4. The successful Bidder must provide two (2) full-size rental cars, one (1) sport utility vehicle –SUV, and two (2) seven-passenger vans, including daily insurance coverage, for use by the Youth Committee and USATF staff, at no cost to USATF.

Bidder's Acknowledgment X_____

Part XVII - Officials

A. USATF Requirements:

1. The successful Bidder must utilize only USATF certified officials to officiate the Championships.

2. The successful Bidder shall be responsible for the recruitment of officials with the final approval of each official being made by the USATF Youth Division Chair in conjunction with the National Office. Head event officials assignments will be made by the USATF Youth Division in conjunction with the National Office.

3. The successful Bidder must establish an officials and event staff hospitality area near the track where food, fluids, and fruit are available throughout the competition.

4. The successful Bidder must provide accommodations and local transportation for officials from outside the geographic area of the local Association in accordance with **Addendum I**.

5. The following officials are necessary for the conduct of the Championships: Administrative Staff, USATF Youth Athletics Division Chair, Jury of Appeals (5), Track Referees (4), Field Referees (4), Combined Events Referees (2), Race Walk Referee (1), Protest Table (2), Operations Computer Center (3), Clerking Advisor (1), Clerks (6), Results (varies), Computer Center Crew (3), National Office (4), Registration (10), Announcer booth (3), Finish Line Coordinator (1), Wind Gauge Coordinator (1), Records (1), Starter Coordinator (1), Full complement of running and field event officials and marshals as required by USATF Competition Rules and events schedule.

6. Successful Bidder shall provide meal service for Championships competition officials, with breakfast available between 6:00 a.m. and 9:00 a.m., a mid-day meal available between 10:30 a.m. and 1:30 p.m., and an evening meal between 4:30 p.m. – 9:00 p.m. In addition, successful Bidder shall deliver meals to those officials who cannot leave their positions during the Championships.

Bidder's Acknowledgment X_____

B. Bidder to Provide the Following:

1. Indicate if officials from outside the Association will be invited? Yes No

2. Please provide name and contact information for the individual who will serve as the Officials Coordinator.

   (Name)_____ (Email and Phone)_____

3. A list of the officials under consideration to work the Championships must be submitted to USATF ninety (90) days before the Championships.

4. Indicate if the Bidder will provide any of the following for the certified officials?

Air Transportation	Yes	No	(If yes, describe)
Local Ground Transportation	Yes	No	(If yes, describe)
Food (other than described above)	Yes	No	(If yes, describe)
Lodging	Yes	No	No. of nights _____ No. of officials _____
Meal at Event Site	Yes	No	

5. Indicate plans for delivery of fluids and meals to officials working at the Championships.

6. Indicate plans for delivery of water and fifty (50) towels per day to officials on the track during the competition. Ice chests must be provided at check-in, clerking and various operations/event management areas.

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Part XVIII - Volunteers

A. USATF Requirements:

1. Volunteers are an essential part of conducting a successful Championships event. Bidder must plan for the recruitment of a sufficient number of volunteers to ensure the success of the Championships. Approximately 100 volunteers per day will be needed to host the Championships. (See "Volunteers" in **ADDENDUM A** for more details.)

2. The successful Bidder must provide volunteers with amenities such as t-shirts, toilet facilities, beverages and/or light snack, and transportation, as appropriate.

3. The successful Bidder shall be aware of and act in accordance with USATF's Volunteer Handbook, which can be found at: www.usatf.org/volunteerhandbook13

Bidder's Acknowledgment X_____

B. Bidder to Provide the Following:

1. Indicate plans for securing volunteers needed for the Championships.

2. Indicate plans for providing amenities to volunteers.

Part XIX - Safety and Security

A. USATF Requirements:

1. The successful Bidder must ensure the safety of all athletes, officials, and spectators at the Championships.

2. The successful Bidder must provide safety cages, wings, and fencing or flagging of sectors at field event areas.

3. The successful Bidder must provide adequate fluids for spectator purchase.

4. The successful Bidder must arrange for an appropriate number of uniformed security personnel to be available along the track and field facility and at the start and finish lines for the Championships.

5. Golf carts or similar vehicles must be provided to transport injured or incapacitated individuals from the Championships track and field facility.

Bidder's Acknowledgment X_____

B. Bidder to Attach the Following:

1. Detailed security and evacuation plans to ensure the safety of athletes, officials, and spectators during the Championships. The plan should detail the chain-of-command in the security and evacuation protocol and include the role of the Youth Chair and the National Office representative in the decision-making process.

2. Indicate whether local police or private security personnel will be present during the Championships and provide details.

Part XX - Medical

A. USATF Requirements:

1. The successful Bidder shall ensure that adequate medical services are available for the duration of the Championships. (See **Addendum G** for suggested medical personnel).

2. Certified first aid providers must be on-site at all times to cover the entire track and field facilities.

3. Vehicles for transporting injured athletes to the medical tent must be provided. USATF's decision on the adequacy of medical services shall be final.

4. Separate medical areas shall be established in the competition area for athletes and for spectators. The locations must be publicized in the passport. Tents and/or permanent structures may be used.

5. Water and ice chests must be provided at check-in, clerking, and various operations/event management areas.

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6. Medical personnel shall report and complete USATF Incident report for all major injuries and agrees to provide a daily log of medical services provided (See **Addendum H**).

7. The successful Bidder should be aware of and utilize the USATF Emergency Response Plan (which can be reviewed at: http://www.usatf.org/About/Privacy---Other-Policies/Emergency-Response-Plan.aspx), if necessary.

Bidder's Acknowledgment X_____

B. Bidder to Attach the Following:

1. Bidder's plans for ensuring adequate medical services for athletes and spectators. The medical services plan must be approved by the National Office.

2. Name and credentials of head physician, as well as athletic competition experience.

3. Name and credentials of head athletic trainer, as well as athletic competition experience.

4. Name nearest hospital to track and field facility/competition sites.

5. Indicate locations where IV fluids, water, and ice will be available.

6. Indicate plans for delivery of water to the athlete competition and check-in areas during competition.

Part XXI - Legal

A. USATF Requirements:

1. After the Bid is awarded, it remains subject to site and compliance review to monitor the progress towards fulfilling the obligations and requirements contained herein and those resulting from subsequent site-evaluation visits. Bidder's failure to successfully complete the site and compliance reviews may result in forfeiture of the Bid Deposit and/or removal of Championships from the successful Bidder, or both.

2. The successful Bidder must satisfy the pre-conditions stated in the Bid (including any and all Addendums attached hereto). If the successful Bidder fails to meet these obligations, then USATF reserves the right to withdraw the award of the Championships and re-award them to another Bidder, pursuant to the procedures outlined in USATF Regulation 18-F-10 or assess a penalty of up to $2,000 per infraction.

3. **The successful bidder will execute and be subject to the obligations contained in the Bidder Statement of Agreement, and this Bid Application, including any and all attached Addendums, particularly Addendum I. Said documents shall be on USATF's standard form. When awarded the opportunity to host the Championships, the successful Bidder will have sixty (60) days following the date the Championships are awarded (as noted in the Bidder Statement of Agreement herein) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the Bidder Statement of Agreement, including the Bid Application and any and all attached Addendums shall constitute the full and final contract between the parties. In the event an agreement cannot be reached within said sixty (60) day period, the successful Bidder shall either withdraw, in writing, its Bid Application for the Championships or it will be deemed to have agreed to all of the terms and conditions of the attached Bidder Statement of Agreement, including but not limited to the Bid Application and Addendums incorporated therein. Additionally, in the event an agreement is not executed within said sixty (60) days following the date the Championships are awarded, USATF, in its sole discretion and with no further obligation or liability to the successful Bidder, shall have the right to rescind its award of the Championships to the successful Bidder. At that time, USATF may award the Championships to the Bidder with the next greatest number of votes.**

Bidder's Acknowledgment X_____

B. Bidder to Provide the Following:

1. Name and title of individual with legal authority to execute a contract on behalf of Bidder.

2. Tax identification number of Bidder.

3. State Certificate of Good Standing and State Certificate of Authority or Board of Director's resolution authorizing Bidder to pursue hosting the Championships.

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Part XXII - Additional Information

The successful Bidder agrees to adhere to any and all USATF, IAAF and USADA policies, procedures, rules and/or regulations.

The Americans with Disabilities Act, which went into effect January 26, 1992, requires that public establishments offer equal access and services to people who are physically and mentally disabled. The facility must agree that it will be in compliance with all applicable cities, state or federal regulations concerning access and seating for people with disabilities.

USA Track & Field, Inc. specifically disclaims any responsibility to investigate the safety or code compliance of the facility and parking lots or the component products, equipment, materials, designs and constructions.

Please provide any additional information that you believe will assist USATF in deciding whether to award the Championships event to your organization. (Attach additional sheets, if necessary.)

Bidder's Initials: _____

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BIDDER STATEMENT OF AGREEMENT

This bidder letter of agreement ("Statement of Agreement) is entered into as of the _____day of _____, 201___, by _____, on behalf of _____("Bidder"), the entity seeking an award from USA Track & Field, Inc. to host the 2015 USATF National Junior Olympic Track & Field Championships event (the "Championships"). Now, therefore, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

Bidder hereby represents and warrants that it has thoroughly read and reviewed the foregoing Bid Application, the "National Championships Bidding" information on the USATF website, and all applicable USATF policies and procedures. Bidder understands the requirements for hosting the Championships and has the express authority to submit this Bid Application. In particular, Bidder understands that it does not have the right to contract with any sponsor, supplier, or vendor without the express written consent of USATF. If awarded the right to host the Championships, Bidder understands and agrees that it must comply with each and every requirement stated in this Bid Application (including any and all Addendums attached hereto, and as modified only by mutual agreement), and the Bid Championships Contract, if applicable, as well as all applicable USATF and IAAF Competition Rules and Regulations.

Each and every statement, promise, chart, photograph, or submission made in conjunction with the submission of this Bid Application is true and accurate, as of the date of this submission, and does not omit or misrepresent a material fact or seek to promise to deliver on a promise that is incapable of being fulfilled. If, due to subsequent events or inaction, any statement, promise, chart, photograph, or submission made herein is no longer true or capable of being fulfilled, then Bidder shall immediately notify USATF, in writing, of this fact. For purposes of the preceding sentence, Bidder understands that it is obligated to notify USATF, in writing, within forty-eight (48) hours, of the discovery that any aspect of the attached Bid Application has become untrue or is incapable of performance. Bidder further understands and agrees that USATF reserves the right to withdraw its award to host the Championships at any time due to Bidder's inability to fulfill the conditions and promises stated in its original Bid Application, or as modified by mutual agreements, or in the event that USATF learns that representations and/or statements contained in the Bid Application are untrue or incapable of performance. Under said event, USATF may retain the Bid Deposit, as liquidated damages and not as a penalty.

When awarded the opportunity to host the Championships, the successful Bidder will have sixty (60) days following the date the Championships are awarded (as noted below once this Statement of Agreement is executed by USATF) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the Statement of Agreement, including the Bid Application and any and all attached Addendums, shall constitute the full and final contract between the parties. In the event an agreement cannot be reached within said sixty (60) day period, the successful Bidder shall either withdraw, in writing, its proposal for the Championships or it will be deemed to have agreed to all of the terms and conditions of this Statement of Agreement, including but not limited to the proposal and Addendums incorporated therein. Additionally, in the event an agreement is not executed within sixty (60) days following the date the Championships are awarded, USATF, in its sole discretion and with no further obligation or liability to the successful Bidder, shall have the right to rescind its award of the Championships to the successful Bidder. At that time, USATF may award the Championships to the Bidder with the next greatest number of votes.

The Bid Application and Addendums A, B, C, D, E, F, G, H, I, and J attached to this Letter of Agreement are hereby incorporated by reference and made part hereof as if fully set forth herein.

IN WITNESS WHEREOF, the Bidder herein executes this bidder statement and letter of agreement as of the date and year first written above.

BIDDING ENTITY: _____

Proposal Submission Date:_____

Signed: _____

Name: _____

Title: _____

Entity Represented: _____

Date: _____

USA Track & Field, Inc.

Signed: _____

Name: _____

Title: _____

Date: _____

Bidder's Initials: _____

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USATF ASSOCIATION ACKNOWLEDGEMENT

I, on behalf of the _____ Association of USA Track & Field, Inc. ("Association") hereby acknowledge that the Association has been consulted by _____ (Event Organizer/Bidder) regarding the role it shall play if Bidder is awarded the 2015 USATF National Junior Olympic Track & Field Championships, and that the Association and the Bidder have reached an agreement regarding the Association's role with respect to that event.

Date: _____ _____

Name:

Title: Association President (required)

Date: _____ _____

Name:

Title: Association Youth Chair

Note: Bids will not be accepted without this document.

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ADDENDUM A

Volunteers

General Event Volunteer Positions

** Numerical notation indicates the number of volunteers needed at any given time.*

Meet Administration Assistants (4-6)[1]: Assist Meet Management officials in various areas, including registration, results, and clerking/hipping areas.

Ticket Sellers (3-4): Responsible for selling tickets at the front entrance. This position requires handling money and making correct change.

Entrance Ticket Takers (2-4)[2]: Monitor public entrance to the stadium, ensuring that only persons who have purchased tickets/passes enter the competition.

Credential Entrance Monitors (4-6)[3]: Responsible for supervising access to designated areas (check credentials).

Program Sellers (3): Responsible for the sale of the Official Event Program. This position requires handling money and making correct change.

Hospitality Assistants (2-4)[4]: Assist the Local Organizing Committee with the officials' hospitality area and the volunteer hospitality area. Volunteers will help set up food, keep the area orderly, refill items as necessary, etc.

Awards Assistants (2): Help with the organization and distribution of awards throughout the meet.

Medical Support Volunteers (4-6): Assist the medical staff with various tasks such as filling ice, restocking towels, and providing hydration for athletes at the finish line.

Media Support Volunteers (2): Duties include transporting meet information and results to/from various contacts, helping organize data, gathering quotes, etc.
Other positions may arise throughout the event.

Facility Support Volunteer Positions

All volunteers will work under the supervision and direction of the Meet Director, and/or designated area coordinators. Responsibilities vary and require an ability to handle physical labor, including activities such as pit raking, movement of hurdles, equipment transfer, and fluid and ice replenishment. Approximately 15-20 Facility Support volunteers are required at any given time throughout the Championships.

[1] This number will exceed 20 when track escorts are needed during relay events
[2] This number will depend on access points of facility
[3] This number will depend on access points to the field of play
[4] This number will depend on the number of hospitality areas

 Bidder's Initials: _____

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ADDENDUM A – cont'd

Volunteer Application
For the USATF National Junior Olympic Track & Field Championships

Please mail or fax both pages of this form to:
Name, Address, and Fax Number

All volunteers must be 15 or older and MUST work a minimum number of shifts over the course of the event.

Last Name: _____ First Name: _____ Middle Initial: ____
Mailing Address: _____
City: _____ State: _____Zip Code: _____
Employer: _____ Job Title: _____
Email address: _____ _____
Daytime phone: _____ Evening phone: _____
Cellular phone: _____ (optional)
Date of Birth: _____
Month / Day / Year

 Bidder's Initials: _____

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ADDENDUM A – cont'd

<u>Volunteers for the Junior Olympic Track & Field Championships are needed in one of the two following areas</u>

(1) General Event Support – Responsibilities will focus on the overall execution of the event, including support in the awards, hospitality, and ticket areas.
(2) Facility Support – Requires knowledge of track and field; volunteers will be asked to perform sport-specific responsibilities.

Please circle your area of volunteer interest:

General Event Support **Facility Support**

GENERAL EVENT SUPPORT VOLUNTEERS
General Event volunteers must sign up for at least THREE shifts – please indicate the three (or more) shifts for which you are available – Shifts will be filled on a first-come, first-served basis

Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____
Date: _____
7:00 am – 10:00 am _____
10:00 am – 2:00 pm _____
2:00 pm – 5:00 pm _____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 7:00 pm _____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____

FACILITY SUPPORT VOLUNTEERS
Facility Support volunteers must sign up for at least TWO shifts – please indicate the two (or more) for which you are available. Preference will be given for shift requests that fall on the same day.

Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____
Date: _____
7:00 am – 10:00 am _____
10:00 am – 2:00 pm _____
2:00 pm – 5:00 pm _____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 7:00 pm_____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____
Date: _____
7:00 am – 11:00 am _____
11:00 am – 3:00 pm _____
3:00 pm – 6:00 pm _____

 Bidder's Initials: _____

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ADDENDUM B

OPERATIONS, HIPPING AND AWARDS SUPPLIES

For Operations

Number	Item
1	Printer (must include CD with drivers)
1	Floor model copy machine complete with all standard features (collate, staple, etc)
1	Box of 100 manila folders with three position tabs
2	Plastic file boxes to hold manila folders
6	Scotch tape rolls in dispensers
2	Rolls duct tape
3	Pairs of scissors (1 for clerking)
12	Boxes of large paper clips (10 for clerking)
1	Package of black binder clips in assorted sizes
1	Box medium size rubber bands
2	Staplers (office size)
1	Box staples
2	Staple removers
6	Large black markers (Sharpies)
1	Package of Sharpie markers in assorted colors with fine point
1	Package of highlighters in assorted colors
4	Boxes of black retractable pens
2	Boxes of pencils: sharpened (1 for Officials)
1	Bottle of white out
3	Post-it Notes in small size and assorted colors
1	Package of mini-legal style pads
8	Cases of printing paper
10	Clip boards (6 for officials)
4	Large rolls of paper towels
1	Box large garbage bags
1	Cooler for bottled water

For Posting Results

Number	Item
1	Staple gun and box of staples
6	Rolls masking tape

For Hipping

Number	Item
12	Sets of 250 (1 - 8)
7	Sets of 250 (1-9)
6	Sets of 250 (10 -18)
2	Sets of 250 (19 -30)

* Please consult with USATF on recommended vendor for the purchase of hip numbers.*

Bidder's Initials: _____

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ADDENDUM B – cont'd

OPERATIONS, HIPPING AND AWARDS SUPPLIES

For Hipping

Number	Item
1	Stapler and staples
1	Box of pens
1	Box of highlighters
1	Large bag of medium sized rubber bands
2	Pair of scissors
4	Plastic storage bins (long, flat style that fit under the bed)
2	Clear plastic bins (12 " x 6")
6	Boxes of large paper clips
30	2-inch black spring paper clips (minimum of 30)
2	Rolls of scotch tape.
4	Boxes of safety pins
4	Clip boards
6	Trash Cans
2	Hydration Coolers for staff
3	Rolls of Paper towels
4	Minimum number of volunteers needed at all times

For Awards

Number	Item
1	Stapler and staples
1	Box of pens
1	Box of highlighters
1	Large, Mobile Dry Erase Board with dry erase markers & eraser
1	Pair of scissors
20	Bankers Boxes
350	Large, plastic storage bags
4	Clip boards
1	Trash Cans
1	Hydration Coolers for staff
4	Minimum number of volunteers needed at all times

Bidder's Initials: _____

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ADDENDUM C
PACKET PICKUP and REGISTRATION SUPPLIES

Number	Item
2	Printers: 1 small color (copier/printer all-in-one preferred) & 1 laser printer for printing package sheets
1	Copy Machine (desktop model is acceptable) - not necessary if all-in-one is available.
9000	Labels - 1 1/3” by 4”
25	Boxes [1 gross per box (1400)] of safety pins (4 pins per athlete)*
10	10 x13 envelopes with clasp (boxes of 100)
32	Bankers Boxes (storage boxes)
17	File boxes 3 ½” x5” with 16 sets alpha index cards
3	Packs of card stock paper (1 white, 1pastel color, 1 another pastel color)
2	2 ½ ” or larger viewable binders
2	Set alpha tab dividers
16	Red pens
80	Blue pens
2	Red Sharpie markers
2	Black Sharpie markers
2	Wide red Sharpie markers
1	Large industrial paper cutter (can borrow)
18	Yellow highlighters
1	Staple remover
1	Stapler and staples
4	Pairs of scissors
16	Post-it notes pads (small size – multi colors)
1	Box large paper clips
1	White out
1	Small bag of medium size rubber bands
2	Rolls paper towels
1	Small box large garbage bags
1	Cooler for water for workers

* Please consult with USATF on recommended vendor before purchase.

If area is not secured, please provide secure storage for boxes each night.

Bidder’s Initials: _____

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ADDENDUM D

Field Event Working Items

Measuring Tapes

Tape Length Metric	Tape Length English	Number Required	Tape Material
30 meter	100 feet	6	Fiberglass
50 meter	165 feet	4	Fiberglass
100 meter	330 feet	4	Fiberglass
100 meter	330 feet	1	Steel

Note: Longer tapes may substitute for shorter tapes. All tapes must show Metric measurement on one side and Imperial on the other.

Maintenance Equipment

Number	Item
2	Roles black duct tape
3	Roles white duct tape
4	Sand rakes
2	Sand shovels (rounded blade)
4	Push-brooms
7	Swish-type brooms
4	Squeegees
At least 2	Air blowers

Pole Vault Equipment

Number	Item
5	Crossbars
1 set for each set of standards	Extenders
1 for each pit	Measuring device
2 for each pit	Crossbar lifters
1 for each pit	Standard setting display board
1	Digital scale to weigh competitors
8	Roles electrical tapes, each a different color

Working Field Implements

Number	Item
8 (required)	Marking sticks for throwing
5	High jump Crossbars
9	Performance Boards
4 (required)	Extra long jump/triple jump boards
16	Clipboards
8	Cones (12” to 16”)
8	Cones (8”)

It is recommended that an equipment bin be assigned to each venue. The bin should hold items such as the required measuring tapes, clipboards, pencils, athletic tape, duct tape, cones, etc.

Bidder’s Initials: _____

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ADDENDUM E

Required Implement Specifications

All implements must be in new condition

Shot Puts

Number	Item
6 total	**2k**, no diameter variations needed
10 total	**6 lbs.**, no diameter variations needed
10 total	**4k** • 2 small-diameter (95mm to 96mm) • 6 mid-diameter (100mm to 104mm) • 2 large-diameter (108mm to 110mm)
10 total	**12 lbs.** • 2 small-diameter (100mm to 104mm), • 4 mid-diameter (108mm to 110mm) • 4 large-diameter (115mm to 117mm)

Discus

Number	Item
10 total	**1k discus** • 2 @ center weighted • 4 @ 70-75% rim weight • 4 @ 75 - 80% rim weight or higher
10 total	**1.6k discus** • 2 @ center weighted • 4 @ 70-75% rim weight • 4 @ 80% rim weight or higher

Javelin

Number	Item
9 total	**300 gram Mini Javelins** – no variations (note that Model VIII has had certification issues)
9 total	**800 gram** • 3 @ 50m • 3 @ 60m • 2 @ 70m • 1 @ 80m
9 total	**600 gram** • 3 @ 40m • 4 @ 50m • 2 @ 60m

Hammer

Number	Item
6 total	**4 k** • 3 small diameter (95mm to 100mm) • 3 larger diameter (104mm to 110mm)
6 total	**12 lbs.** • 3 small diameter (100mm to 108mm) • 3 larger diameter (110mm to 117mm)
	*Half straight handles and half curved for all of the above *2 extra wires for each of the above hammer variations *2 extra hammer handles – one curved, one straight

Bidder's Initials: _____

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ADDENDUM F

Junior Olympic marks, images and Terminology

USA Track & Field, Inc. ("USATF") is recognized by the United States Olympic Committee ("USOC") as the National Governing Body for the sports of track and field, long distance running and race walking within the meaning of the Constitution and Bylaws of the USOC and Ted Stevens Olympic and Amateur Sports Act (the "Act"). USATF has staged, advertised and promoted events marketed as "Junior Olympic" events over the past several years.

Subject to the terms and conditions of this Bid Application (including, but not limited to, **Addendum I**) and any contract between USATF and the successful Bidder relating to this application (the "Bid Championships Contract"), USATF shall grant to the successful Bidder a non-exclusive, nontransferable right and license to use, upon prior written approval from a duly authorized representative of the National Office: certain Junior Olympic-related marks, images and terminology (including, but not limited to, the Olympic rings), as described in more detail in Section 4(b) of **Addendum I**, (i) to identify the Junior Olympic events, (ii) to stage the Junior Olympic events, and (iii) to advertise and promote the Junior Olympic events in all media. The successful Bidder hereby agrees to comply with all terms and conditions of the Bid Application (including, but not limited to, Addendum I) and/or the Bid Championships Contract, including with respect to Media Rights, Sponsorships, Merchandising, Signage, Marketing and Ambush Marketing.

The successful Bidder (also known as the "LOC" or "Local Organizing Committee") acknowledges that the public and material use of any USOC Identifications, by the successful Bidder, must be expressly approved and granted in writing by the USOC and is subject to the USOC's guidelines for use of same. USATF has not granted any such rights in this Bid Application. The successful Bidder acknowledges that it will not, under any circumstances, use any USOC Identifications, or authorize the USOC Identifications to be used or exploited, in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of the USOC or the Olympic movement, nor in any manner that is inconsistent with the Olympic Charter or contrary to applicable laws. Except as permitted in this Agreement or by agreement between any Olympic Trials Sponsor and the USOC, the successful Bidder shall not use or authorize the use of any USOC Identifications to which USOC approval has not been obtained by USATF. LOC shall exercise its best efforts to prevent an unauthorized use of any such USOC Identifications in describing the advertising, promotional and merchandising activities of any Sponsor.

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ADDENDUM G

Personnel:

1. One (1) physician at all times.
2. Three (3) trainers.
3. EMS at all times
4. Local hospital/ER aware of event.

Main medical setup inside the track and easily accessible to the athletes:

1. Two medical tents
2. 3 cots/ treatment tables in each tent
3. Each trainer has their standard kit
4. 2 pairs of crutches
5. 2 knee immobilizers
6. 1 CAM boot
7. lots of ice, coolers, bags for the ice bags and plenty of wrap to wrap the ice bags on athletes legs
8. one dedicated golf cart for the medical team

Secondary medical setup near Finish Line:

1. Tent with ~8 chairs to accommodate athletes who just completed competition.
2. Water with volunteers distributing cups
3. Ice towels kept in ice slushes

Ideally there should be two sets of medical personnel with one taking over half way through the event, i.e. day 4 of a 7 day event.

Bidder's Initials: _____

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ADDENDUM H

USA TRACK & FIELD

USA Track & Field
INCIDENT REPORT FORM
Injury or Property Damage

Policy #: PHPK935580

Incident Report Forms should be completed and submitted to the National Office:
USA Track & Field
132 E. Washington St., Suite 800
Indianapolis, IN 46204
Fax #: (800) 833-1466

INJURED PERSON INFORMATION / PROPERTY DAMAGE OWNER

Last Name First Middle	**Telephone**	☐ **Single** ☐ **Married** ☐ **Male** ☐ **Female**
Address	**Employer and Address**	
Date of Incident **Time of Incident** **am / pm**	**Date of Birth**	
INJURED PERSON: ☐ Participant ☐ Official ☐ Coach ☐ Spectator ☐ Volunteer ☐ Other:	**EVENT:** ☐ USATF Sanctioned Event ☐ USATF Member Club Practice	
NAME OF EVENT: **Club Name:** **Association Name:** **USATF Membership #:**	**Does the injured person have other medical insurance?** ☐ **Yes** ☐ **No** If yes, please provide name of company and policy #:	

GUARDIAN/PARENT (IF INJURED PERSON IS A MINOR)

Name	**Telephone**
Address, City, State, Zip	

INCIDENT INFORMATION

BODY PART INJURED

☐ Ankle (L/R) ☐ Shoulder (L/R) ☐ Back
☐ Knee (L/R) ☐ Wrist (L/R) ☐ Neck
☐ Nose ☐ Finger ☐ Internal
☐ Head ☐ Eye (L/R) ☐ No Injury
☐ Tooth ☐ Ear (L/R) ☐ Other

If Ankle Injury, was ankle:
☐ Taped ☐ Supported
☐ Unsupported
Shoes: ☐ Yes ☐ No

If Knee Injury, was knee:
☐ Braced ☐ Supported
☐ Unsupported
Knee Pads: ☐ Yes ☐ No

INCIDENT OR PROPERTY DAMAGE

☐Collision (participant/spectator)
☐Collision (with object) ☐Slip/Fall
☐Collision (participant/participant) ☐Overexertion
☐Collision (spectator/spectator) ☐Assault/Sexual
☐Struck by falling/flying object ☐Assault/Non-Sexual
☐Caught in, on, between ☐**Property Damage**
☐Animal/insect bite/sting

COURT SURFACE

☐ Concrete ☐ Asphalt
☐ Grass ☐ Sand
☐ Wood ☐ Sport Court

If sport court, what is underlying surface? ☐ Wood
☐ Concrete ☐ Asphalt

CLASSIFICATION

☐ Non-injury
☐ Minor injury or illness
☐ serious injury or illness

INCIDENT LOCATION

☐ Before Competition/Event
☐ During Competition/Event
☐ After Competition/Event
☐ Competition area
☐ Concession area
☐ Parking lot
☐ Admission area
☐ Restrooms/locker rooms
☐ Off property
☐ Bleachers/stands

PRIMARY INJURY

☐ Allergy ☐ Dislocation
☐ Amputation ☐ Nausea
☐ Foreign Body ☐ Burn
☐ Laceration ☐ Fracture
☐ Heat Exhaustion ☐ Pain
☐ Hypertension ☐ Cardiac
☐ Cold Injury ☐ Contusion
☐ Electrical Shock ☐ Seizures
☐ Strain/Sprain ☐ Concussion
☐ Abrasion ☐ Sting/bite
☐ Illness ☐ Death

DISPOSITION

No care given: ☐ Patient refused
☐ Not needed

Released: ☐ To parent
☐ To personal vehicle

Referral: ☐ To doctor
☐ To hospital/clinic

EMS transport: ☐ Trainer recommended
☐ Patient/parent requested

Describe how the injury or property damage occurred: (attach a separate sheet if necessary)

WITNESS INFORMATION

Name	Address	Telephone Number
1.		
2.		

Tournament Director, Club Director, Coach and/or USA Track & Field Official completing this form:

Name: _____ **Signature:** _____ **Title:** _____ **Date:** _____ **Phone #:** (____)_____

(REV 6/2013)

Bidder's Initials: _____

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ADDENDUM I
EVENT SUPPORT CONTRACT

1.0 Definition of Terms. As used in this Agreement, the following terms shall have the meanings indicated below:

(a) "Agreement" means this National Junior Olympic Track & Field Championships Agreement, including the appendices and exhibits hereto, the USATF National Junior Olympic Track & Field Championships Bid Application and the subsequent Bid, to the extent those two documents are not inconsistent with any of the terms herein and all charts, schedules, plans, reports, Site Evaluation (as defined below), or amendments or attachments to any of the above-listed documents added to the Agreement by mutual written consent of the parties.

(b) “Athlete(s)” means an athlete(s) who has/have been designated by USATF as qualified and eligible to compete in the Championships, and who in fact so compete.

(c) “Associated Event” means any event held in the Host City or surrounding areas that is directly or indirectly associated with the Championships. Such term may include any athletic competition (including mass running or walking events), exhibition, show, banquet, or other event, project, or program that USATF and LOC mutually agrees shall be associated with the Championships, all of which shall be subject to the terms and conditions described in Section 6.0(f) herein.

(d) "Bid" means the formal written ***USATF National Junior Olympic Track & Field Championships Bid Application***, and all accompanying appendices and documents, which are incorporated herein.

(e) "Broadcast Rights" means any and all rights to negotiate, broadcast and disseminate by radio, television, motion picture, satellite, video tape and Internet/world wide web telecast, production, exhibition or other sound or visual exploitation of the Championships, on a live and/or delayed basis, by any means whatsoever, whether now known or hereafter developed, or to otherwise distribute and exploit the Championships and/or any portion thereof in any manner, in all forms of such media.

(f) “Championships” means the respective USATF National Junior Olympic Track & Field Championships referenced in the attached Bid.

(g) “Championships Management Team” means those individuals appointed by USATF who shall serve as intermediary between LOC and USATF and oversee race preparation and race day execution of the Championships.

(h) “Facility” means the stadium and the adjacent surrounding areas where the Championships will be conducted.

(i) “Host Association” means the local USATF association in the geographical area where the Championships are held.

(j) "Host City" means the city in which the Championships will take place.

(k) “IAAF” means the International Association of Athletics Federations, the international federation world governing body for the sports of track and field, long distance running and race walking (collectively “Athletics”) of which USATF is the member for the United States.

(l) “IOC” means the International Olympic Committee, the supreme authority of the Olympic movement, whose headquarters are in Lausanne, Switzerland.

(m) “LOC Sponsor” means any business with whom LOC has entered into a sponsorship agreement after obtaining USATF’s approval and consent.

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(n) "Net Championships Expenses" means any expense incurred by LOC, and pre-approved by a duly authorized representative of USATF, as Championships-specific, including but not limited to: marketing/promotion; travel, housing and prize funds; merchandise costs; logistics such as timing and scoring, announcers, credentials, etc.; travel, housing and other costs for officials, volunteers, and other personnel; and any direct costs of sponsor fulfillment.

(o) "Net Championships Revenue" means the sum of "Net Ticket Revenue", "Net Sponsorship Revenue", and any and all other revenues derived by LOC from the Championships, including but not limited to, merchandise revenues, catering revenues; revenues from food, beverage and other concession sales at the Facility during the Championships; suite revenues; Championships-specific sponsorships; hospitality sales revenues, charitable contributions, grants, etc.

(p) "Net Sponsorship Revenue" means incremental sponsorship dollars retained by LOC as a direct result of the Championships, net of any third-party revenue share or commission agreements. Net sponsorship revenue does not include base dollars from existing Facility sponsors.

(q) "Net Ticket Revenue" means the gross proceeds derived from the sale of tickets of admission to the Championships minus only the following costs: (i) taxes payable on ticket sales, and (ii) third party surcharges or commissions as mutually agreed upon.

(r) "Notice of Noncompliance" means the written notification forwarded to a party upon the discovery that the preparation of the Facility is not in compliance with the Technical Requirements.

(s) "Party" or "Parties" means USATF and/or LOC, as the context requires.

(t) "Passport" means the USA Track & Field Junior Olympic Championships booklet which provides Championships information to athletes who have qualified for the Championships.

(u) "Regional Coordinators" means those individuals, appointed by USATF, who have meet management oversight over the fifteen (15) youth regional championships.

(v) "Site Evaluation" means the document(s) reviewed and executed by the parties during an on-side inspection of the Facility which establishes what modifications need to be made to the Facility prior to the Championships.

(w) "Term" means the period that commences on the date indicated on the first line of this Agreement and continuing through midnight on the date when USATF approves, in writing, the final report and accounting that LOC is required to submit pursuant to Section 5.0(s) hereof.

(x) "USADA" means the United States Anti-Doping Agency the entity designated by the United States Olympic Committee (USOC) and USATF to conduct drug testing of Athletes at the Championships.

(y) "USATF Approval or Consent" or any combination or order of these words, means the express written approval or consent of the USATF Chief Executive Officer, or his designee. The USATF Chief Executive Officer, or his/her designee is the only duly authorized representative of USATF able to give approval and/or consent for purposes of this Agreement.

(z) "USATF Designated Marks" means only those USATF Trademarks which are identified in USATF's Brand Identity Guidelines which can be provided upon request. USATF may revise the USATF Designated Marks from time to time as it deems appropriate.

(aa) "USATF Sponsor" means any person, firm, business entity, or other third party, including, without limitation, suppliers, licensees, and preferred vendors or retailers, procured by USATF or LOC for the purpose of sponsoring, rendering services to, providing supplies or equipment for, or otherwise supporting the Championships, and who have been approved in writing in advance by a duly

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authorized representative of USATF and with whom USATF has entered into a sponsorship, provider or supplier agreement. (See Appendix N)

(bb) "USATF Trademarks" means any and all USATF service marks, trademarks, trade dress, trade names, logos, trade designations, copyrights, or intellectual properties now owned or later acquired, whether registered or not, used by or licensed to USATF or which are related to or associated with any USATF-sponsored event, program or services.

(cc) "USOC" means the United States Olympic Committee, the national Olympic Committee for the United States of America recognized by the International Olympic Committee.

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

(ee) "USOC Sponsor" means a company with whom the USOC has entered into a written sponsorship agreement (*See* www.teamusa.org/Sponsors for current list of USOC Sponsors).

(ff) "VIP" means those persons identified by USATF or LOC from time to time, as requiring special preferred treatment during the Championships.

(gg) "WADA" means the World Anti-Doping Agency.

2.0 Nature of Agreement. LOC acknowledges that USATF possesses the sole rights to organize, conduct and market these Championships, and all ancillary rights. USATF hereby grants LOC the right and opportunity to host the Championships in accordance with all of the terms of this Agreement.

3.0 LOC Financial Obligations. The representations made by LOC concerning its financial capability to conduct the Championships have been a substantial inducement to USATF to enter into this Agreement.

(a) USATF acknowledges that LOC has paid a rights fee to USATF, in the amount of Twenty-Five Thousand Dollars ($25,000.00), in consideration for receiving the award to host the Championships. LOC's failure to pay the applicable rights fee, when due, may result in USATF withdrawing LOC's right to conduct the Championships. Notwithstanding the foregoing, USATF, at any time beyond said date and in its sole discretion, reserves the right to charge LOC interest at the rate of 18% per annum and reimbursement for any and all administrative and/or overhead costs, including attorneys' fees, associated with USATF's recovery of said rights fee.

(b) Additionally, in further consideration of USATF granting LOC the right to host the Championships, the parties have agreed to enter into a revenue share model for all revenue attributable to LOC herein where USATF shall be entitled to retain twenty-five percent (25%) of the difference between Net Championships Revenue and Net Championships Expenses. (By way of example only, if the difference between Net Championships Revenue and Net Championships Expenses is $100,000, USATF would retain $25,000.) Any and all expenses and revenues shall be accounted for in LOC's final report and, therefore, are subject to USATF's review in accordance with Section 5.0(s) herein. USATF and LOC shall conduct a preliminary settlement for the Championships no later than five (5) days after the Championships, and a final settlement no later than ninety (90) days after the Championships.

(c) LOC shall be responsible for and shall guarantee payment in a timely manner of all of the expenses related to the conduct of the Championships, as described herein, and on the USATF approved Championships budget included in the Bid, except for those expenses otherwise noted in this Agreement or expressly agreed to in writing by the duly authorized representatives of the parties. Notwithstanding the foregoing, USATF, at any time and in its sole discretion, reserves the right to charge LOC interest at the rate of 18% per annum and reimbursement for any and all administrative and/or overhead costs, including attorneys' fees, associated with USATF's recovery of any of LOC's financial obligations as detailed in this Agreement.

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4.0 Sponsorships; No Conflicting Sponsorship Rights; No Ambush.

(a) Subject to USATF's prior written approval, LOC may approach and offer local and regional businesses mutually agreed upon commercial rights, opportunities and hospitality for the purposes of promoting and supporting LOC's responsibilities and obligations hereunder. LOC may not solicit sponsorships in categories competitive with USOC or USATF Sponsors (as defined herein), which includes suppliers. LOC shall submit all its negotiated sponsor packages to USATF for final approval, prior to entering into any legally binding commitments. Subject to the preceding sentence, LOC may sell local and regional sponsorships for the Championships only with USATF Approval or Consent on a case-by-case basis, which may be withheld at USATF's sole discretion, to the following entities:

(i) USOC Sponsors listed at: www.teamusa.org/Sponsors.

(ii) Third parties that do not conflict with USATF or USOC Sponsors.

LOC acknowledges that only LOC-approved and USATF and USOC Sponsors who are also approved broadcast advertisers may have camera-visible signage at the Facility during the Championships, if applicable. The design, placement, and dimensions of all signage are subject to the reasonable approval of USATF. Unless otherwise expressly approved in writing by a duly authorized representative of USATF, the parties agree that there shall be no commercial identification of any product or service or any promotional matter of any kind (*e.g.*, name, logo, trademark or trade name of any third party) to appear: (a) in camera-visible competition areas of the Championships, or (b) in camera-visible areas that are located in proximity to the sites of the Championships (to the extent controlled by LOC).

(b) LOC may secure local and regional sponsors subject to the following guidelines for recognition for those sponsors that are not USOC sponsors, but have been approved in writing by a duly authorized representative of USATF:

(i) Any version of the word "Olympic" – including *Junior Olympics*, *Junior Olympic Program*, the Olympics logo or the Olympic rings – cannot be directly associated with the sponsor in Championships signage, Championships program or other collateral materials, public address announcements, or any other promotional medium. It is, however, possible to recognize the sponsor with language such as; *"Proud Sponsor of this National Championship" or "Proud Sponsor of the Local Organizing Committee bringing you the 2015 USATF Junior Olympic Track & Field Championships."*

(c) LOC, USATF, and the USOC each reserve the right to name additional LOC, USATF, and USOC Sponsors, respectively, at any time. LOC will notify USATF within ten (10) days of any changes in its Sponsors. In no event will the addition of such new Sponsor negatively impact a Championships sponsorship agreement which was previously concluded in accordance with the terms of this Agreement.

(d) LOC acknowledges and agrees that only USATF retains the sole right to sell presenting sponsorship(s) with respect to the Championships, and that USATF may authorize broadcasters to sell presenting sponsorships(s) with respect to the Championships broadcast, if applicable. USATF will not permit LOC to sell title sponsorship(s) of the Championships.

(e) LOC agrees to honor the "USATF Prefers VISA" campaign and commitment entered into between VISA and USATF in all sales channels controlled by LOC and/or venue. LOC shall: (i) use "Visa Preferred" or "USATF Prefers Visa" language at all points of sale; and (ii) list Visa first on a feature that contains other credit cards and payment options. Furthermore, LOC shall ensure that no logos or service marks are used for any payment options other than Visa.

5.0 Obligations of LOC.

(a) Facilities and Equipment. Unless otherwise agreed upon by both parties, LOC shall provide facilities and new equipment for the Championships, necessary to host a first class, high caliber

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Championships competition, subject to additional approval of USATF. Upon request, USATF agrees to deliver to LOC a copy of the most current USATF rule book and the USATF Youth Guide, including any future updates or amendments thereto, (collectively the "Technical Requirements"), within thirty (30) days of request. USATF and LOC agree to meet within thirty (30) days hereof to agree to all relevant provisions of the Technical Requirements and other specifications of USATF and the IAAF. LOC shall use its best efforts to comply with any updated Technical Requirements that come into effect after the date of this Agreement. LOC shall consult with USATF prior to taking action with respect to all such technical preparations for the Championships as USATF may deem appropriate. USATF shall have final authority with respect to decisions involving the Championships competition.

(i) LOC shall be responsible for supplying new, state-of-the-art equipment which conforms to the Technical Requirements, if applicable. All facilities, equipment goods or services secured for, during or in connection with the Championships to be used at the Facility and/or in the Championships administration areas, including, without limitation, telephones, photocopiers, facsimile machines, computers, printers and other communications equipment and supplies shall be subject to USATF's prior written approval, which shall not be unreasonably withheld, and shall be obtained at LOC's sole cost and expense and shall become the property of LOC if solely obtained by LOC.

(ii) LOC shall be responsible for preparing the Facility to ensure compliance with the Technical Requirements as set forth by the USATF Site Evaluation Committee and/or USATF. USATF may monitor the preparation of the Facility to determine compliance with the Technical Requirements. In the event that either party discovers that the preparation of the Facility is not in compliance with the Technical Requirements, then the party discovering the noncompliance shall send the other party a notice of noncompliance within forty-eight (48) hours of its discovery. Within five (5) days of the date of the notice of noncompliance, the LOC and USATF shall confer to determine how to resolve the issue of noncompliance. In the event that a mutually agreeable resolution to the noncompliance is not reached within forty-eight (48) hours of the first meeting or telephone conference of the LOC President and the USATF CEO, or their designees, then the dispute resolution procedures contained in Section 16.0 of this Agreement shall take effect. Once a final resolution is reached on how to remedy the noncompliance in question, then LOC shall take all steps necessary to bring the Facility into compliance with the applicable Technical Requirements, at its sole cost and expense. Such compliance must be completed within thirty (30) days of the start of the Championships. In the event that LOC has not brought the Facility into compliance with the Technical Requirements within twenty-one (21) days of the commencement of the Championships, then USATF shall have the right, upon three (3) days prior written notice to LOC, to take all actions necessary and appropriate to bring the Facility as close to full compliance with the Technical Requirements as is possible, prior to commencement of the Championships, and LOC shall have no further legal authority to act in this regard. If USATF is required to act according to the preceding sentence, LOC shall be responsible for any and all costs and expenses incurred by USATF in bringing the Facility into compliance with the Technical Requirements. Further, LOC shall ensure that:

a. All outstanding items noted on the Site Evaluation are addressed in accordance with the timelines agreed upon between the parties.

b. Cable(s) for automatic timing are placed above or below spectator seating.

c. On the day of the event, the water jump for steeplechase is filled with fresh water.

d. Dinner is served for officials and Championships Management Team beginning at 4:30pm and continuing until one hour after the completion of each day's last scheduled event.

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(iii) The following facility specifications and items of equipment shall be in place throughout the Championships, and shall be in place for inspection by USATF upon its arrival two (2) days prior to the start of the competition:

a. All equipment listed in Section XIII of the Bid.

(iv) In addition to complying with the Technical Requirements and other requirements as set forth in the Bid, LOC must ensure that there are adequate operating facilities and environs around the Facility, finish line and surrounding areas sufficient to fulfill media, race management, drug testing, media (broadcast and print) and VIP requirements, if applicable, and as specified by USATF and the USOC and agreed to by LOC. USATF expressly reserves the right to inspect and request changes to the facilities and equipment, including those listed immediately above, to bring them into compliance with requirements reasonably requested by USATF, provided, however, that USATF agrees to make such reasonable request for change promptly upon such inspection by USATF. LOC shall make all changes reasonably requested by USATF at its sole expense and in accordance with reasonable deadlines established by USATF.

(v) LOC shall also address such arrangements related to aid stations, medical, safety, technical and other related services as USATF may require.

(vi) LOC shall obtain a sanction from the pertinent Host Association in preparation for the Championships at least sixty (60) days prior to the start of the competition, and shall comply with all requirements for obtaining said sanction, including with respect to the payment of applicable fees.

(b) Timing Setup and Equipment.

(i) LOC shall ensure that the Facility has fully automatic timing systems in place for the Championships, in accordance with the Bid and USATF Competition Rules. LOC shall collaborate with USATF to ensure that the computerized timing devices and software are capable of interfacing with television and web broadcast equipment (if applicable), the on-site electronic scoreboard and video board (if applicable), and is able to provide on-site media with “real time” results (if applicable). The system must have two cameras, one being a color camera. An independent timing system, which meets the same specifications as the primary system, must be used as a backup system.

(ii) LOC agrees to use a USATF-approved timing company and shall be responsible for all payments for services to said company.

(iii) LOC agrees to use a USATF-approved online entry system.

(c) Housing, Meals, and Travel. The term "housing and meals" shall mean arrangements for housing and meals to be made available to Athletes, Championships officials, press, administrators, coaches, and VIPs. LOC shall make appropriate housing and meals available to all the above-listed persons reasonably satisfactory to USATF; provided, that, except as set forth below or as otherwise agreed in writing by LOC and USATF, said persons shall be responsible for their own housing and meal expenses.

(i) USATF and LOC recognize the need for close coordination in the areas of housing, meals, hospitality, and transportation, among other matters.

(ii) LOC agrees to ensure that adequate hotel rooms or other appropriate housing are available to accommodate the expected athletes, plus coaches, officials and family membership who will attend the Championships.

(iii) LOC agrees to secure a headquarters hotel(s) that will reserve an adequate room block for participants and spectators for up to seven (7) days prior to the Championships.

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(iv) LOC agrees to ensure that adequate eating establishments or food service arrangements will be available for participants and spectators at the Championships.

(d) Travel, Transportation, and Parking.

(i) LOC agrees to ensure that the host city has adequate transportation facilities and capabilities for those managing, participating in or attending the Championships.

(ii) LOC must provide adequate parking arrangements at the competition site for participants, spectators, USATF delegates and staff, and any VIPs designated by USATF.

(e) Headquarters for the Championships. LOC shall be responsible for any and all costs associated with providing an adequate headquarters hotel for the Championships. LOC's selection of a headquarters hotel shall be subject to the prior express written consent of a duly authorized representative of USATF. The headquarters hotel plan shall include the following:

(i) A hotel mutually agreed upon by LOC and USATF will serve as the headquarters hotel and will serve as the principal housing site, to the extent rooms are made available to LOC, for Athletes, coaches, family members, VIPs, media, USATF staff and officials; LOC will use best efforts to obtain from the hotel the rooms necessary to house such persons and, if such rooms are not available, LOC will arrange for rooms at similar hotels within a close proximity of the headquarters hotel.

(f) Championships Management Support Requirements. Unless USATF otherwise modifies the requirements set forth herein, LOC shall ensure that the following is provided:

(i) Operations trailer(s), 10 ft by 40 ft with three (3) separate sections, and with a door opening measuring at least 30 inches, to house the Championships Management Team. The operations trailer shall be supplied with tables, chairs, electrical power, a high-speed copier, computers, printers, a fax machine, telephones, internet capabilities and other appropriate equipment and personnel. The electrical power shall be sufficient to run all of the equipment and have a back-up generator in case of a power outage. The trailer shall have electrical outlets.

(ii) Tent or trailer, with power source, to house finish line timing operations.

(iii) Athlete packet pickup facilities shall take place at headquarters hotel and/or Championships site. Unless otherwise expressly agreed to by USATF, the packet pickup area shall be at least 3,000 square feet. A troubleshooter who is knowledgeable about the Championships registration process shall be present at packet pick-up

(iv) Officials and event staff hospitality area near the track where food, fluids, and fruit are available throughout the competition. Dinner shall be served for officials and Championships Management Team beginning at 4:30pm and continuing until one (1) hour after completion of the respective day's last scheduled event.

(v) LOC is responsible for making arrangements with respect to venue tents and trailers. LOC shall not contract with third parties to provide for venue tent and trailers that are directly or indirectly used during the Championships, without the express written consent of USATF. LOC shall supply the following tents for use during the Championships:

a. Running event check-in tent, a minimum of (30'x60')

b. Field event check-in tent, a minimum (20'x 20')

c. Hipping tent, a minimum of (40'x60'). The hipping tent shall be supplied with 144 chairs and three 8-foot tables.

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(vi) Any and all other items as noted in the Bid.

(vii) LOC shall ensure that the Facility and venues meet the following additional USATF technical requirements:

a. *In-Stadium Services*. LOC shall provide the services of ticket takers, daily waste removal personnel, ushers, and other necessary personnel and services, to ensure that the Facility is in top operating condition for the Championships ("In-Stadium Services"). If such In-Stadium Services are not reasonably acceptable to USATF, USATF reserves the right to secure such services. In the event that USATF exercises its right to secure such In-Stadium Services, LOC shall be responsible for paying all costs of such services.

b. *Sound System*. LOC shall ensure that the sound system at the Facility is of a superior quality that provides such clarity and volume as to be heard clearly throughout the Facility.

c. *Security*. LOC shall make appropriate arrangements for securing and locking facilities and equipment during the Championships.

(g) Athlete Services. LOC shall ensure that the comfort, security and informational needs of Athletes competing in the Championships are addressed. Athletes competing in the Championships will be identified by a special Championships race number.

(h) Award Ceremonies LOC shall, produce a formal medal presentation with two (2) award stands (one for boys and one for girls) and a public address system. Pursuant to the procedures outlined in USATF Competition Rule 305(4), individual awards, and when applicable "All-American" gifts, will be furnished by USATF for the competitors finishing in the top eight (8) places in each event in each division. In addition, USATF may supply participation certificates and/or additional participation gifts for all athletes for inclusion in the athlete packets. Any such materials supplied by USATF shall not be used for any other purpose, including but not limited to, resale by LOC or any other party.

(i) Insurance. Throughout the Term of the Agreement, LOC shall provide and maintain, at its expense, the following insurance which shall protect LOC and USATF on a primary basis from any and all claims arising out of or in connection with the Championships and the obligations of LOC pursuant to this Agreement.

(i) Commercial General Liability insurance with limits not less than $1,000,000 each occurrence and $3,000,000 in the aggregate. Such insurance shall include coverage for premises liability, contractual liability, products-completed operations, participant legal liability, personal and advertising injury, property damage and bodily injury liability (including death).

(ii) Automobile Liability insurance covering liability arising out of LOC's use, operation and/or maintenance of any auto, with limits not less than $1,000,000 each accident combined single limit for bodily injury and property damage.

(iii) Workers' Compensation insurance covering employees of LOC serving at the Championships, with limits as required by statutory law, including Employer's Liability coverage with limits not less than $1,000,000 each accident, $1,000,000 disease-each employee and $1,000,000 disease-policy limit.

(iv) Umbrella and/or Excess Liability insurance with limits not less than $10,000,000 each occurrence shall apply in excess of the Commercial General Liability, Auto Liability and Employer's Liability policy limits.

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(v) Participant Accident insurance covering all participants in the Championships with limits not less than $10,000 per participant for Accident Medical coverage and $10,000 per participant for AD&D coverage.

(vi) Event Medical Professional Liability insurance, if applicable, for volunteer physicians and all other volunteer healthcare providers providing services in connection with the Championships with limits not less than $1,000,000 each occurrence and $3,000,000 in the aggregate.

General Liability and Umbrella/Excess Liability insurance requirements shown above can be satisfied through the insurance provided by USATF as part of sanctioning. All such insurance required above shall be (1) considered primary with respect to claims arising out of the Championships; and (2) shall be written by insurance companies that are satisfactory to USATF and that are licensed to do business in the state in which the Championships takes place. LOC shall not allow any of the required policies to be materially changed, reduced or cancelled unless LOC provides thirty (30) days prior written notice thereof to USATF.

Upon execution of this Agreement and at each renewal of the required policies during the Term of the Agreement, LOC shall provide USATF with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

(j) Operating Addendum. LOC shall provide USATF, no later than ninety (90) days following the last day of the Championships, with a post-event summary for future planning and educational purposes, which shall contain: 1) an outline of Championships operational planning; 2) explanation of successes and failures vis-à-vis the Championships operational plan, 3) detailed income expense (profit/loss) for the Championships, and 4) a complete account of total hotel room pickup.

(k) Printed Materials. LOC shall identify USATF as the sanctioning body of the Championships in all printed materials related to the Championships, which includes but is not limited to, advertisements, photos, designs, flyers, logos and posters. LOC shall not prepare or distribute any written materials pertaining to the Championships without the prior written approval of a duly authorized representative of USATF. All press and publicity arrangements and activities proposed by LOC shall also be subject to the express prior written approval of a duly authorized representative of USATF. Any willful or egregious action on the part of LOC which would constitute an act of moral turpitude in the community in which USATF resides or which would otherwise constitute public humiliation to USATF shall result in a material breach of this Agreement and USATF shall be entitled to immediately terminate the Agreement.

(l) Volunteers. LOC shall arrange for appropriate volunteers to provide needed assistance to athletes and USATF while in the Host City for the Championships, to supplement and assist Championships administration personnel (including with respect to serving as doping control escorts), to serve as ushers at the Facility, to man water stations, to serve as doping control couriers and to provide other appropriate assistance to LOC and USATF in connection with the Championships. LOC shall be aware of USATF's Volunteer Handbook which can be viewed at: www.usatf.org/volunteerhandbook13.

(i) LOC agrees to provide volunteers with amenities such as t-shirts, toilet facilities, beverages and light snacks, and transportation as appropriate.

(ii) LOC represents that it will engage the necessary volunteers to work the Championships in a first-class manner.

(m) Conduct and Promotion of Championships. USATF and LOC shall consult and collaborate with each other with respect to the conduct and promotion of the Championships. LOC shall exercise its best efforts to make the Championships a successful, state-of-the-art sport spectacular, commercial venture and media event. Subject to approval of USATF in making decisions affecting the conduct of the Championships, LOC shall consult with USATF to optimize public awareness of the Championships. LOC shall use its best efforts to promote the Championships, including radio, television,

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newspaper and trade publications, to generate substantial spectator and community support and extensive national and international awareness in accordance with the budget included in the Bid.

(i) LOC shall consult and receive final approval from USATF with respect to press relations related to the Championships, including, without limitation the content and distribution of all press releases and the planning and conduct of all press conferences.

(ii) LOC shall consult and cooperate with USATF with respect to press accreditation and the organization of all media headquarters. USATF shall have the right of final approval as to the systems, procedures and guidelines for press accreditation and the parties to whom credentials are issued. LOC shall ensure that adequate planning, administration and space is allocated for services and equipment needs of all print and broadcast media (including credentialed photographers) attending the Championships. USATF reserves the exclusive right to distribute credentials to the Championships broadcast media in cooperation with the LOC.

(iii) USATF will create and maintain the official Championships website and the Passport booklet (to be published on the Championships website in advance). LOC shall work with USATF staff in providing the necessary information and details for the website and Passport.

(iv) LOC agrees to abide by all USADA and USATF anti-doping regulations by enforcing doping suspensions. LOC shall not provide Championship credentials to any individual currently listed on any doping suspension list, including but not limited to the USADA and USATF suspension lists. Individuals who appear on the current suspension list are prohibited from receiving credentials which allows them to gain access to Athletes and/or other privileged areas before, during, and following the Championships. A copy of the most current suspension list, which is updated periodically, can be found on USATF's website at www.usatf.org or on the USADA website at www.usada.org. LOC is responsible for checking the most current list of doping suspensions prior to issuing any event credentials.

(n) Limited Access Areas, Credentials and Special Parking. LOC shall consult USATF regarding arrangements for limited access areas (i.e., areas for which tickets or credentials are required), at the Facility for each the day of the Championships, which areas may include other such locations as LOC may deem reasonably appropriate; and special parking, where available, as USATF may reasonably require, including, but not limited to, providing such credentials and special parking spaces, where available, as USATF may reasonably require for USATF purposes, VIPs, USATF Sponsors, officials, coaches, media and others as reasonably deemed appropriate by USATF, subject to LOC's reasonable approval. USATF and LOC shall cooperate with one another to establish a fulfillment mechanism reflective of USATF requests relating to such credentials and special parking.

(o) Security. LOC is responsible for providing security and protection for all participants in, and spectators at, the Championships. LOC shall contact and coordinate with local, state, and federal law enforcement agencies to ensure the safety of all participants in, and spectators at, the Championships. LOC shall also consult with USATF with respect to security arrangements, and the recruitment, staffing, coordination, and placement of uniformed security personnel at the Facility and at the headquarters hotel, if necessary. LOC shall prepare a plan detailing the security arrangements which shall include, but is not limited to, providing Facility ushers, persons to man the water stops, traffic control, ticket-takers (at hospitality and VIP areas), credential checkers and such other necessary personnel required for the regulation of the Facility and traffic and providing the necessary personnel to manage and control the finish line and other areas, as mutually determined by LOC and USATF. LOC's security plan shall take into account U.S. Homeland Security Agency terrorist alerts, the prevention of criminal activity, and the potential for unexpected weather conditions. All costs associated with providing such security shall be the sole responsibility of LOC, except as expressly approved by a duly authorized representative of USATF in writing. LOC shall submit a written "Security Plan" to USATF, at least sixty (60) days before the commencement of the Championships.

(i) LOC shall, at its own cost and expense, design and produce the Championships credentials, upon prior approval from USATF. LOC acknowledges and agrees that a credentialing

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plan shall be used to control and restrict access of Athletes, coaches, agents, media, VIPs, guests, and competition officials to designated areas, and to enable receipt of certain services (as applicable), including meals, transportation, hospitality, field of play access, and doping control access. USATF and LOC shall consult and collaborate on development of the Championships credentialing plan, which the LOC will implement, and which must be approved by USATF. LOC acknowledges that each athlete designated by USATF, if any, shall receive one Athlete credential.

(p) Exposition Area. LOC may, in consultation with the USOC and USATF, provide for an exposition area for vendors and businesses. Terms and conditions for the presence of Championships sponsors, and other entities shall be mutually agreed upon by USATF and LOC. In any event, LOC shall provide USATF with space for its merchandise sales, minimum area shall be 40' x 60', in a prime location. In exchange for such merchandise sales space, USATF will provide LOC with either (i) five hundred dollars ($500), or (ii) USATF merchandise to outfit LOC's Championship volunteers valued at not more than five hundred dollars ($500), at USATF's wholesale cost. Additionally, if request, LOC shall provide USATF with exposition space, minimum area 20' x 30', for the USATF Mobile Marketing Unit, in a prime location, free-of-charge. Should USATF need any additional space for merchandise sales, LOC shall provide such space as requested by USATF and USATF shall provide LOC with three percent (3%) of the gross merchandise sales from such additional space.

(q) Medical Services. LOC shall ensure that medical personnel and equipment are available to provide emergency medical services to Athletes, spectators, and competition officials during the Championships.

(i) LOC shall ensure that at least one (1) medical area is established adjacent to or within close proximity to the finish line. This medical area shall be either a tent or permanent structure and shall be manned by a minimum of two (2) physicians, three (3) Emergency Medical Technicians (EMT), one (1) fully equipped ambulance, six (6) facility personnel trained in CPR and two (2) athletic trainers (or as otherwise required in the Bid). Separate medical areas shall be established for athletes and spectators. The locations must be publicized in the Passport. Medical services shall be available for the duration of the Championships, including one hour prior to the first race and one hour after the last race. Every medical area shall be equipped with basic first-aid equipment and have the ability to immediately transport more serious cases via ambulance to the nearest hospital. Notwithstanding the foregoing, LOC shall ensure that such medical services are consistent with commercially reasonable standards for a first class track and field event.

(ii) LOC shall provide vehicles to transport injured athletes to the medical area.

(r) Police, Traffic, Custodial, Maintenance, Engineering and Other Personnel. LOC is responsible for retaining all necessary personnel with respect to the conduct of the Championships prior to and during the Championships competition, and for clean up after the conclusion of the Championships. LOC shall also provide other appropriate personnel as reasonably requested by USATF to assist in ensuring a successful, state-of-the-art Championships.

(s) LOC Accounting and Audit. LOC shall provide USATF with a complete and final accounting of all Championships-related income and expenses ninety (90) days following the last day of the Championships. Said report shall include an economic impact study for the duration of the Championships as well as a demographic study of the attendees of the Championships, along with data relating to advertising activities and sponsorship sales. LOC shall also provide attendee data (email addresses) to USATF for USATF's use in future marketing efforts, if collected. USATF shall have the right for a period of one hundred eighty (180) days after receipt of the final LOC accounting to inspect, audit or otherwise examine LOC's books and records, financial statements, reports and other relevant data. Such examination shall be conducted at any time during normal business hours, subject to forty eight (48) hours prior written notice. Within one hundred eighty (180) days after receipt of the final LOC accounting, USATF may provide LOC either with final written approval of such accounting or with a written determination that such accounting does not conform to the terms of this Agreement or is otherwise inadequate. In the event that USATF determines the LOC final accounting is deficient, LOC shall have the

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right to respond in writing to USATF's findings. Such written response shall be submitted within thirty (30) days of receipt by LOC of USATF's written determination. USATF and LOC shall, within thirty (30) days of receipt by USATF of LOC's written response, meet and confer in a good faith, diligent effort to resolve their disagreement. In the event the parties are not able to resolve their disagreement through such a meet-and-confer process, either party shall have the right to elect to submit the disagreement to final and binding arbitration pursuant to Section 16.0. The prevailing party in any such arbitration shall be entitled to reimbursement of any reasonable accounting costs in defending its position. USATF and LOC shall have no liability whatsoever as to any deficit incurred by the other.

(t) Miscellaneous. As part of LOC's obligation to plan, administer and conduct the Championships as more fully detailed in this Agreement, LOC shall take any and all steps necessary to ensure that the Championships are operated consistent with that of a first class track and field competition, and as a premier sporting event suitable for international and national television/cable broadcast or webcast (if applicable).

6.0 Rights of Organizing Committee. LOC shall have the following rights with respect to the Championships:

(a) Other Revenue Sources. Subject to the conditions stated within this Agreement, LOC shall have the right to solicit proposals and receive revenues for those other income categories specified herein:

(i) Food and beverage concessions,

(ii) Public Sector Grants/Revenue.

All proposed arrangements for said categories of income shall be subject to the prior express written approval of a duly authorized representative of USATF. Notwithstanding the foregoing, LOC acknowledges and agrees that, unless otherwise expressly agreed to in writing by a duly authorized representative of USATF, (a) all food and beverages served at the sites of the Championships, including at all hospitality areas and press conference areas, are to be provided by USOC Sponsors or licensees ("USOC Licensees") or are to be served in generic, unbranded containers, (b) there shall be no distribution of samples or other promotional items in proximity to the sites of the Championships by entities other than USATF Sponsors or USOC Licensees, (c) there shall be no competitors of USATF Sponsors or USOC Licensees to publicize any sponsor, supplier or other commercial relationship with the Championships, or with USATF, at or in proximity to the Championships, and (d) any third party that is not a USATF Sponsor or USOC Licensee shall not be permitted to publicize any commercial relationship with the Championships on the tickets therefore.

(b) Merchandising and Licensing. Except as otherwise stated in this Agreement, USATF owns and controls all merchandising and licensing rights related to any USATF Trademarks, including in connection with any Championships logo ("Championships Logo") to use for the promotion and marketing of the Championships. LOC shall not use any USATF Trademarks in connection with any merchandise, apparel or any similar product without the express written approval of a duly authorized representative of USATF. Unless otherwise expressly agreed to in writing by the duly authorized representatives of USATF and USOC, LOC shall not utilize the USOC designed and owned Olympic Trials logo for promotion and marketing of the Championships.

(i) USATF and LOC acknowledge that merchandising activities may be complicated by pre-existing USATF and LOC merchandising agreements as well as USOC requirements. A copy of LOC's merchandising agreements shall be provided to USATF. USATF and LOC agree to explore mutually beneficial merchandising opportunities associated with the Championships.

(ii) USATF will create a Championships logo to use for the promotion and marketing of the Championships. All such designs, logos, trademarks, trade dress, service marks, and trade names created for the Championships shall be subject to the prior written approval of

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USATF and shall be the sole property of USATF. USATF grants LOC the right to use the Championships Logo for the sole use of promoting the Championships and for use on approved Championships-specific apparel and merchandise only. Neither LOC nor Championships Sponsors shall use any USATF Trademarks, except as identified in USATF's Brand Identity Guidelines. USATF shall, at all times, have the authority to approve any and all uses of the Championships Logo, including but not limited to, which vendors LOC may engage to produce materials which include the Championships Logo. Furthermore, USATF may revoke such approval at any time and for any reason, in its sole and unfettered discretion. Any and all rights or license to use any USATF Designated Marks or the Championships Logo shall terminate on 11:59 p.m. on the last day of the Championships.

(iii) LOC shall exercise best efforts to ensure that it and any of its sub-licensees (if applicable) comply with the provisions of this section. The parties acknowledge that USATF will retain ownership of said Championships Logo in perpetuity. LOC's right and license to use the Championships Logo is subject to the following material conditions: (a) each use of the Championships Logo must be accompanied by an authenticating notice approved by USATF; (b) the Championships Logo must be reproduced fully, accurately and without embellishment- no partial version of the Championships Logo or component thereof may be used at any time for any purpose without USATF's prior written consent; (c) LOC shall submit, for advance approval, representative samples of all advertising and promotional materials containing the Championships Logo; (d) LOC will not authorize or permit any third party, including, but not limited to, sponsors, suppliers and licensees of LOC and the owner of any Championships sites, to use the Championships Logo without the prior written consent of a duly authorized representative of USATF; (e) LOC will not use the Championships Logo, or authorize the Championships Logo to be used or exploited, in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of USATF, the USOC or the Olympic movement, nor in any manner that is inconsistent with the Olympic Charter or contrary to applicable laws; (f) LOC will not use the Championships Logo on premiums or on merchandise for retail sale without the prior written consent of USATF, which, if given, will require that all merchandise bearing the Championships Logo shall be subject to USATF Approval; (g) LOC will not, during the term of this Agreement or thereafter, attack the title or any rights of USATF in and to the Championships Logo; (h) LOC will not at any time adopt or use any mark confusingly similar to, or a simulation or colorable imitation of, the Championships Logo; (i) LOC will not use the trade name, trademark trade dress or service mark of any third party on any materials bearing the Championships Logo without the USATF's prior written consent, and LOC will not use the Championships Logo in any manner that creates or implies any association or affiliation between a third party and the Championships, the USOC, USATF, or the Athletes; (j) without the prior written consent of the USOC, LOC will not use or permit the use by third parties of any USOC identifications (other than use of the Championships Logo as authorized herein) in connection with the staging or promotion of the Championships Logo.

(c) Use of USATF Designated Marks. Subject to USATF's prior approval, USATF hereby grants LOC a limited license to only use USATF Designated Marks in connection with promotion and/or advertising related to the Championships and for no other reason whatsoever; provided, however, LOC shall not use USATF Designated Marks in connection with any merchandise, apparel or any similar product without express written consent of a duly authorized representative of USATF, which will not be unreasonably withheld. LOC shall submit to USATF exact copies of the proposed uses of USATF Designated Marks. This limited license to use USATF Designated Marks shall not in any way create any ownership rights in LOC to any USATF Designated Marks or USATF Trademarks, nor shall it give LOC the right to sublicense, assign or delegate USATF Designated Marks or USATF Trademarks to any third party. Any use of USATF Designated Marks, USATF Trademarks or the Championships Logo by LOC must comply fully with all applicable Federal Trade Commission regulations and the regulations of any similar state agencies. LOC acknowledges that it will not use any USATF Trademarks, or authorize USATF Trademarks to be used or exploited, in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of USATF, nor in any manner that is contrary to applicable laws. LOC shall exercise its best efforts to prevent an unauthorized use of any such

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USATF Trademarks in describing the advertising, promotional and merchandising activities of any Sponsor.

In any event, no Championships Sponsor that is not a USATF Sponsor or USOC Sponsor shall:

(i) indicate or advertise that it is an "official sponsor," "National Sponsor," or otherwise a sponsor of or has any relationship with USATF and/or the USOC,

(ii) state that USATF or USOC has endorsed, selected or approved of any of its products and services, or

(iii) use any USATF Trademark or name except as identified in USATF's Brand Identity Guidelines, or as otherwise approved in writing by USATF.

LOC shall require that all Championships Sponsors agree to comply with the provisions of Sections 4.0 and 6.0(c).

(d) Non-Use of USOC Identifications. LOC acknowledges that the public and material use of any USOC Identifications, by LOC, must be expressly approved and granted in writing by the USOC and is subject to the USOC's guidelines for use of same. USATF has not granted any such rights in this Agreement. LOC acknowledges that it will not, under any circumstances, use any USOC Identifications, or authorize the USOC Identifications to be used or exploited, in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of the USOC or the Olympic movement, nor in any manner that is inconsistent with the Olympic Charter or contrary to applicable laws. LOC shall not use or authorize the use of any USOC Identifications to which USOC approval has not been obtained by USATF. LOC shall exercise its best efforts to prevent an unauthorized use of any such USOC Identifications in describing the advertising, promotional and merchandising activities of any Sponsor.

(e) Control of Facility. LOC shall have full and complete control of the Facility and surrounding environs subject to applicable law. USATF shall not be liable for any act or omission in connection with the conduct of the Championships and the management or control of the Championships site other than solely arising from its own gross negligence or willful misconduct. From the time that the competitors, officials, coaches, spectators and other attendees arrive at the Facility, and until they leave the Facility, they shall be under the jurisdiction and control of LOC, subject to the terms and conditions of the rules of USATF and the IAAF (if and where applicable), and any applicable local laws.

(f) Associated Event(s). Except as otherwise provided herein or by written agreement reached between USATF, the Host Association, and the LOC, the LOC shall not have the right to conduct Associated Event(s) subject to the provisions of this Agreement. In addition, LOC shall use its best efforts to prevent third parties from engaging in ambush marketing of the products and services competitive with those offered by Championships Sponsors.

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

8.0 Rights and Obligations of USATF. USATF shall have the following rights and obligations under this Agreement with respect to the Championships. Any rights not expressly granted to LOC in this section or elsewhere in this Agreement shall be exclusively reserved for the benefit of USATF.

(a) Radio, Television, Internet and Motion Pictures. All Broadcast Rights, and all related rights, including but not limited to all rights and data, in whatever form, relating to the Championships format, organization, exploitation, broadcast, recording, representation, marketing, reproduction, access and dissemination by any means whatsoever, and all design, trademark and copyright rights, are reserved by

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USATF on behalf of the USOC. LOC shall have no interest or right to any revenues in and to, and derived from any exploitation of any said national or international Broadcast Rights, including the copyright. LOC acknowledges that USATF on behalf of the USOC has the exclusive, worldwide right, on a live or tape-delayed basis, to broadcast the Championships and to produce and distribute recorded audio, visual and audiovisual images of the Championships, including, but not limited to, photographs, films, videotapes, video discs and online. LOC shall cooperate fully with USATF to facilitate the exploitation of the above-mentioned rights, including cooperating with any such production of the Championships and making suitable space and locations available to the recipients of any such rights, as requested by USATF, at the Facility and at the start and finish lines, including, without limitation, areas in the spectator sections.

(b) Cooperation with LOC. USATF shall, as it reasonably deems necessary, keep LOC informed of matters directly affecting LOC, with respect to the conduct of the Championships. USATF shall provide services of its specifically designated national office staff to consult and confer with LOC concerning the Championships to ensure their success.

(c) Championships Administration and Officials. The Competition Rules of USATF shall govern the conduct of the Championships. USATF shall have final authority and responsibility for all decisions concerning the administration of the Championships, including competition issues. After consultation with the Meet Director or designee, LOC shall select the competition officials for the Championships, subject to USATF's final approval, which may be withheld at USATF's sole discretion. LOC shall cooperate with USATF's reasonable requests with respect to selecting and supplying competition officials for the Championships. Within thirty (30) days of the Championships, LOC shall submit to USATF a list of the officials under consideration to work the Championships. All officials must be USATF certified and approved in advance by USATF. Key officials, such as referees and members of the Jury of Appeals, shall be appointed by USATF. LOC agrees to establish an officials and event staff hospitality area near the Facility that is available throughout the competition.

(d) USATF Championships Management Team. USATF shall have the right to designate a Championships Management Team for the Championships to: 1) serve as intermediary between LOC and USATF; 2) appoint and supervise a referee and Jury of Appeals; 3) provide technical assistance to LOC; 4) serve as a resource for athletes; and 5) oversee race preparation and race day execution of the Championships.

(i) LOC shall provide the entire Championships Management Team with: a) transportation to and from their respective home cities; b) local transportation for two (2) days prior to through one (1) day following the Championships; c) meals (or per diem) for two (2) days prior to throughout one (1) day following the Championships; d) hotel accommodations, for two (2) days prior to through one (1) day following the Championships.

(ii) LOC shall provide local transportation, meals, and hotel rooms for USATF's Regional Coordinators, or such other meet management personnel designated by USATF.

(iii) LOC must provide full-size rental cars and seven-passenger vans, including daily insurance coverage, for use of the Championship Management Team at no cost to USATF.

(iv) USATF may elect to make the necessary travel arrangements for the Championships Management Team and invoice LOC for those expenses.

(e) Placement of USATF Logo. LOC and USATF shall consult and seek in good faith to reach agreement on appropriate prominent placement of the USATF logo at the start, finish line and hospitality areas of the Championships, as well as any other places USATF deems reasonable.

(f) Protection of Rights. If applicable, USATF shall have the right to control all aspects of the production of any broadcast of the Championships. LOC will not take any steps that restrict in any way USATF's or any broadcaster's ability to broadcast the Championships and will ensure that: (i) film, television, and other media crews, other than those of a broadcaster, are not permitted access to the sites of the Championships during the events and preparations therefore without USATF's prior written approval,

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and (ii) tickets to the Championships include language on the back thereof restricting the use of photographs, videotape and other audio and/or visual recordings to noncommercial purposes and prohibiting all Internet use, without the prior written consent of a duly authorized representative of USATF. In the event tickets are not issued for the Championships, LOC agrees to have an announcement made and post signage at any point of sale restricting the use of photographs, videotape and other audio and/or visual recordings to noncommercial purposes and prohibiting all Internet use, without the prior written consent of USATF. The ticket back language and form of announcement will be provided by USATF and/or the USOC. Media will be given access to the sites of the Championships for purposes of conducting interviews and limited rights to broadcast highlights of the Championships on the terms and conditions of the news access rules established by USATF, the USOC and each broadcaster. LOC agrees to require photographers and media to agree in writing to abide by such news access rules prior to issuing accreditations for the Championships to such photographers and media.

9.0 Indemnification.

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

(b) USATF, at its expense, shall defend, indemnify and hold LOC its respective officers, directors, employees, volunteers, and agents (collectively "LOC") harmless from any and all third party claims, causes of action, claims, demands damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements but excluding all consequential losses and losses of profit ("Claims") arising from or connected with any negligent actions or inactions or willful misconduct for which USATF is directly responsible arising out of or related to this Agreement including, without limitation, injuries or death to spectators, athletes or officials and property damage, except to the extent such injuries, death and/or property damage are caused by the negligence or willful misconduct of LOC. USATF shall pay all costs, including reasonable attorneys' fees and damages finally awarded against LOC directly attributable to any such claim. USATF or LOC, as the case may be, shall notify the other party in writing of such claim. LOC shall have the right but not the obligation to participate in the defense of the claim at its sole cost and with counsel of its choosing. Notwithstanding the foregoing, USATF's liability shall be limited to the amount of the rights fee stated in Section 3.0 above.

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

10.0 Termination. In the event that LOC fails to perform its obligations under this Agreement in a timely manner, including the timely payment of the rights fee, then USATF may terminate this Agreement and

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withdraw LOC's right to conduct the Championships, by delivering written notice to LOC, which notice shall (a) detail the nature of its breach of its obligations under this Agreement, and (b) state that this Agreement will be terminated unless LOC remedies such breach within ten (10) days after its receipt of written notice from USATF. If the date of USATF's notice of breach is within One Hundred and Twenty (120) days of the published date of the Championships, then LOC shall have only five (5) days to cure its breach, prior to USATF's ability to exercise its right of termination. USATF will not have any obligation to LOC, upon termination of this Agreement hereunder or under Section 21 below. Upon the expiration or termination of this Agreement for any reason, LOC shall cease all use of USATF Trademarks and the USOC Identifications granted (if applicable) to LOC under this Agreement, and its rights to use same shall terminate. LOC shall immediately (a) cease distribution of all advertising and other materials bearing any USATF Trademarks and USOC Identifications, and (b) destroy or deliver to USATF all advertising and other materials bearing USATF Trademarks and the USOC Identifications that are still in the possession of LOC or under LOC's control; provided that LOC may retain a limited number of advertising and promotional materials solely for its own archival purposes.

11.0 Athlete Eligibility and Qualification. USATF shall have the sole responsibility for determining the eligibility and qualification standards for athletes participating in the Championships in compliance with the rules and standards of USATF, the IAAF, the USOC and the IOC (if applicable).

12.0 Drug Testing. LOC acknowledges that applicable IAAF, USATF, and USOC rules require drug testing at the Championships in accordance with the procedures set forth in IAAF and/or WADA rules and protocols. LOC shall provide suitable, private and legally secure areas, qualified drug-testing chaperones, sealed beverages and approved snacks for the drug testing procedures to be administered at the Championships. (All beverages and snacks provided to Athletes at in the Doping Control area shall be served in non-branded containers if branding on containers is not that of a USATF or USOC Sponsor.) LOC acknowledges the receipt of the *USADA Site Coordinator's Handbook for In-Competition Testing* (http://www.usada.org/files/pdfs/site_coordinator_handbook.pdf). LOC shall consult with USATF's legal department and high performance programs department to ensure its drug testing procedures are in compliance with applicable rules, regulations and protocols. Doping Control shall be administered by USADA in accordance with agreements between and among USATF, the USOC, WADA and the IAAF.

13.0 Representations and Warranties of USATF. USATF represents, warrants and covenants to LOC as follows:

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

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

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

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

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

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

(g) USATF expressly disclaims any representation or warranty that the Championships will take place or be conducted as currently planned.

(h) USATF has received (i) all necessary approvals from the USOC for granting of the Championships to LOC, execution of this Agreement, and consummation of the transactions provided for in this Agreement, and (ii) the necessary license from the USOC (if applicable) to allow USATF to enter into this Agreement and, to the best of USATF's knowledge, there is nothing in such license or any other USATF, or USOC document, that is in conflict with this Agreement or the transactions contemplated herein.

14.0 Representations and Warranties of LOC. LOC represents, warrants and covenants to USATF as follows:

(a) It will comply with all applicable IAAF and USATF Rules and Regulations, USATF and USOC bylaws, requirements and restrictions, and all applicable federal, state and local laws, executive regulations and orders in carrying out its obligations under this Agreement.

(b) LOC is a public institution validly existing under and by virtue of the laws of the State of North Carolina.

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

(d) The execution and performance of this Agreement have been duly authorized and approved by the appropriate officers, board or other officials of LOC and the undersigned LOC persons have full power and authority to enter into this Agreement on behalf of LOC. The consummation of the transactions provided for in this Agreement will not result in any breach of, or constitute a default under, any indenture, mortgage, contract or agreement (or any term of provision thereof) to which LOC is a party.

(e) It has the requisite ability and resources to perform its obligations stated herein in addition to any other reasonable requirements proposed by USATF hereunder.

(f) It has the requisite commitments, financial and otherwise, from third parties, if any, to conduct the Championships as contemplated herein and as required by the Bid and Section 3.0 *et seq*. of this Agreement.

(g) It agrees to perform the Agreement conscientiously to the full extent of its ability and in a competent and professional manner.

(h) It agrees to perform the Agreement in a good and workmanlike manner consistent with commercially reasonable standards.

15.0 Cooperation with USATF Host Association. LOC understands that USATF has local associations throughout the United States and that USATF's Bylaws require the participation of the relevant USATF Host Association in organizing the Championships. LOC agrees to provide USATF designated Host Association representatives with VIP credentials to the Championships and welcomes Host Association's designated official representatives' involvement in awards ceremonies as may be desired by USATF.

16.0 Arbitration. If any controversy or claim arising out of or relating to this Agreement cannot be amicably resolved, then said controversy or claim shall be settled by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the parties cannot

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mutually agree on a venue, the parties agree that the arbitration proceedings shall be conducted in Marion County, Indianapolis, Indiana, and the parties hereby consent to personal jurisdiction and venue and waive any and all objections thereto or to the convenience of any such forum. A judgment upon the award rendered by the arbitrators shall be binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding shall be conducted by an arbitrator who has experience in the business of sports. The prevailing party in any such proceeding shall be entitled to recover from the non-prevailing party reasonable arbitration fees and attorney fees. Nothing in this section shall prevent either party from seeking and obtaining injunctive relief in the same manner as it could have done if this section was not included in this Agreement.

17.0 Miscellaneous. The following miscellaneous provisions apply to this Agreement.

(a) This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Indiana (excluding its conflicts of law rules), and the Federal Trade Mark Act of 1946 as amended, and the Ted Stevens Olympic & Amateur Sports Act of 1998 regardless of its place of execution or performance, and the language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

(b) The section headings and captions are supplied for convenience of reference only and shall be given no weight or value in connection with the construction of this Agreement, nor shall any weight or value be given to the relative position of any provisions hereof in determining such construction. The singular shall include the plural, the plural shall include the singular, and any and all other genders.

(c) In the event of a conflict between the terms of this Agreement and the terms of the Bid, or any other document dated prior to the date of this Agreement, the terms of this Agreement shall control and be final and binding on all parties.

(d) Nothing contained herein shall be construed to place the parties in a relationship of partners, joint venturers or principal and agent, and neither party shall have the power to obligate nor bind the other party in any manner whatsoever, except as expressly stated herein. The parties further agree that no representations shall be made by either party that would create an apparent employment, partnership, or joint venture.

(e) The waiver by either party of a breach of any of the provisions of the Agreement shall not operate or be construed as a waiver of any subsequent breach. Furthermore, no evidence of any waiver, modification, amendment or cancellation shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the Agreement, or the rights or obligations of any party hereunder, unless such waiver, modification, amendment or cancellation is in writing, duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

(f) Each and every section, term and/or provision of this Agreement shall be considered severable and if, for any reason, any section, term or provision hereof is determined by a court of competent jurisdiction to be invalid, contrary to, or in conflict with, any existing or future law, the invalidity shall not impair the operation or the effect of the remaining sections, terms or provisions of this Agreement, and the latter will continue to be given full force and effect.

(g) This Agreement, as defined in Section 1.0(a) above (specifically including all appendices attached hereto and thus incorporated herein), and any modifications agreed to in the Site Evaluation, is the entire agreement between LOC and USATF with respect to the Championships and supersedes all other agreements and understandings, both written and oral, with respect to the subject matter hereof.

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

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(i) Notwithstanding the provisions of Section 16 above, USATF shall be entitled to all reasonable attorneys' fees and costs of collection incurred in connection with the collection of all amounts not paid when due hereunder shall be paid by the party from whom collection is sought.

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

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

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

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

18.0 Notices. All notices under this Agreement and other communications hereunder shall be deemed sufficient and considered received if given personally, or when sent by facsimile, or by registered mail, certified mail, or recognized courier service (such as Federal Express, UPS or other similar service provider) to the appropriate address as follows:

USATF: Renee Washington
Chief Operating Officer
USA Track & Field
132 East Washington, Suite 800
Indianapolis, Indiana 46204
Telephone: (317) 261-0500
Facsimile: (317) 261-0514

with copy to: USA Track & Field, Inc.
Attn: General Counsel
132 East Washington, Suite 800
Indianapolis, Indiana 46204
Telephone: (317) 713-4683

LOC: _____
_____
_____

 Bidder's Initials: _____

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_____

_____

Either party may provide the other party with a change of address by facsimile or registered mail addressed as provided in this section. Notices shall be effective upon receipt.

19.0 Use of USATF Name and Logo. LOC acknowledges USATF's sole ownership of and its exclusive right, title and interest in and to the USATF name or USATF Trademarks now or hereafter owned by USATF singly or in any combination.

(a) LOC recognizes that USATF Trademarks possess substantial goodwill and economic value to USATF, and expressly agrees not to use such USATF Trademarks without the prior written consent of a duly authorized representative of USATF.

(b) LOC shall only have the right to use USATF Designated Marks in connection with the terms contained in this Agreement; provided that any such use shall be of a high standard, appearance and quality and suited to the protection and enhancement of the USATF Designated Marks in general and the goodwill inherent therein; and provided, further that LOC shall submit any proposed uses to USATF for its prior written approval and, in the event USATF approves any such proposed use, shall not depart in any respect therefrom without the prior written consent of a duly authorized representative of USATF and shall not adopt any uses or designs rejected by USATF.

(c) LOC shall comply with all written instructions received from USATF concerning the use and manner of display of copyright and trademark notices in connection with its use of USATF Trademarks referred to above.

(d) LOC agrees not to apply for or obtain any state, federal, or foreign trademark or service mark registrations pertaining to or including any such USATF Trademarks.

20.0 Confidentiality. LOC will treat any and all information gained through the performance of its obligations hereunder for USATF in a confidential manner. LOC will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of USATF, without regard as to whether any or all of the foregoing information would be deemed confidential, material, or important. The parties hereby stipulate that any breach of the terms of this section is a material breach of the Agreement.

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

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ADDENDUM J

USATF Sponsors	Product Category
BMW	Passenger and commercial road vehicles (powered by fuel, battery or any alternative energy source and regardless of the number of wheels), breakdown and recovery services for passenger and commercial road vehicles, vehicle parts for passenger and commercial road vehicles; motorcycle helmets, bicycles, and children's motorized vehicles.
Nike	Athletic apparel, accessories, footwear, and any other body coverings worn and ancillary items which are worn or used or suitable to be worn or used while participating in athletic activities or athletic related activities; excludes sunglasses and watches.
VISA	Financial payments services including credit services, cross-border remittance services, charge services, ATM cards and network services, pre-paid payment services, traveler's checks, corporate payment services, purchasing cards, debit services, check guarantee cards, electronic commerce payment services, mobile commerce payment services, cyber cash, electronic funds transfer services, payer authentication, and any online or virtual forms of the foregoing.

USATF Suppliers	Product Category
Gill	Track & Field equipment.
Gatorade	Sports performance beverage and sports nutrition.
St. Vincent Sports Performance	Medical care and sports medicine; and sports performance services including performance training, performance nutrition, and performance psychology.
Ludus Tours	Organization and operation of tours and travel to major global sporting and cultural events.
Lynx System Developers	Timing and Results.

Bidder's Initials: _____

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