

**FOURTH AMENDMENT TO
ROCK 'N' ROLL ARIZONA MARATHON AND ½ MARATHON
FIRST AGREEMENT**

C2012-177B

THIS FOURTH AMENDMENT TO THE ROCK 'N' ROLL ARIZONA MARATHON AND ½ MARATHON PROMOTIONAL AGREEMENT ("**Fourth Amendment**") is made and entered into by and between Competitor Group, Inc. ("**CGI**"), a California corporation, the Tempe Tourism Office (" **TTO**"), and the City of Tempe ("**Tempe**"), an Arizona municipal corporation..

RECITALS

A. WHEREAS, CGI, the TTO and Tempe are parties to that certain Rock 'n' Roll Arizona Marathon and ½ Marathon First Agreement ("**Agreement**") made and entered into by and between the same parties on or about November 1, 2012; and

B. WHEREAS, CGI, the TTO and Tempe desire to set forth their mutual agreement as to certain matters relevant to the Agreement, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties as are more particularly set forth in the Agreement, that the same be and are hereby amended by this Fifth Amendment to read as follows:

1. **Term.** Section 3 of the Agreement is hereby deleted and replaced to read as follows:

3. **Term:** This Agreement commenced on November 1, 2012. The first Marathon under this Amendment (and 12th overall) was run on January 19, 2014. The parties agree to stage the fifth Marathon on January 15, 2017. Upon mutual consent, the parties may enter into four (4) options to extend this Agreement, with each such extension covering one (1) additional year for the holding of the Marathon. It is agreed that the date for the holding of each additional Marathon, the route to be used and the terms and conditions for each extension shall be mutually agreed upon by the parties.

2. **Payments.** Section 4 of the Agreement shall be deleted and replaced to read as follows:

4. **Payments:** For the Marathon to be held on January 15, 2017:

a. Tempe and the TTO shall each pay CGI Fifty Thousand Dollars (\$50,000) for a total of \$100,000 prior to the Marathon.

- b. Tempe and the TTO shall each make additional payments to CGI, by March 31, 2017, contingent on CGI achieving certain registered out-of-state participant milestones as follows:

Total registered out-of-state participants between 11,446-12,590:	\$7,500
Total registered out-of-state participants between 12,591-13,162:	\$12,500
Total registered out-of-state participants between 13,163-13,734:	\$17,500
Total registered out-of-state participants between 13,735 or more:	\$20,000

- "Registered out-of-state participants" means a participant who lists a home address outside of the State of Arizona when registering with CGI for the Marathon.
- Each participant milestone represents a single total payment each from Tempe and the TTO. Milestone payments are not cumulative. Thus, reaching the 13,735 milestone means a total payment to CGI of \$40,000 (\$20,000 from both Tempe and TCVB).

- c. Tempe and the TTO shall each make payments to CGI, by March 31, 2017, contingent on CGI achieving certain Tempe hotel room night milestones as follows:

10,036-10,453 Tempe hotel room nights:	\$7,500
10,454-10,871 Tempe hotel room nights:	\$12,500
10,872-11,289 Tempe hotel room nights:	\$17,500
11,290 or more Tempe hotel room nights:	\$20,000

- "Tempe hotel room nights" shall be determined based on the "hotel room night" figures for the City of Tempe, as published in the annual Economic Impact Report commissioned by CGI and independently prepared by San Diego State University ("SDSU") or a similar accredited outside agency.
- Each hotel room night milestone represents a single total payment each from Tempe and theTTO. Milestone payments are not cumulative (see section 4(b) above.)
- No hotel room night milestone payments shall be made if CGI fails to commission the annual Economic Impact Report from SDSU.

3. All other provisions of the Agreement where not inconsistent with this Third Amendment shall remain binding on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment this _____ day of August, 2016.

COMPETITOR GROUP, INC., a California corporation

By: _____
Its: _____

TEMPE TOURISM OFFICE

By: _____
Its: _____

CITY OF TEMPE, a municipal corporation

By: _____
Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney