

**AGREEMENT BETWEEN THE CITY OF TEMPE AND
WORLD TRIATHLON CORPORATION
THIRD FIVE-YEAR TERM**

C2004-112D

THIS AGREEMENT (“Agreement”) is made and entered into by and between World Triathlon Corporation (“WTC”), a Florida corporation, the Tempe Tourism Office (“TTOB”), and the City of Tempe (“Tempe”), an Arizona municipal corporation.

- A. WHEREAS, WTC, TTO and Tempe are finishing the second five-year term of the original agreement, City Agreement No. C-2004-112; and
- B. WHEREAS, WTC, TTO and Tempe, pursuant to Section 1 of the original agreement, wish to extend the original agreement for up to an additional five years; and
- C. WHEREAS, WTC, TTO and Tempe wish to stage an Ironman distance Triathlon (“Race”) in and around Tempe, Arizona, during the month of November for the years 2014-2018 on such a date to be determined by the parties (“Race Date”); and
- D. WHEREAS, the TTO and Tempe wish to have WTC stage the Race in and around Tempe, Arizona, upon the terms and conditions as provided for in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set forth, and intending to be legally bound, the parties agree as follows:

- 1. Term. This Agreement shall commence upon the date set out below and shall continue until the completion of the 2018 Race. It is agreed that the date for the holding of each year’s Race and the exact venue to be used shall be mutually agreed upon by the parties.
- 2. Dates of Race. WTC shall stage the Race to ensure the Race is a world-class sporting event. The Race shall be staged each year of the Term of this Agreement on a mutually agreed Sunday in the month of November, pursuant to the race schedule outlined in Schedule A, attached hereto and incorporated into this Agreement by this reference.
- 3. WTC’S Obligations. WTC, at its cost, shall provide the management staff for the Race, including the Race Director and Media Director, and shall provide such further administration and services as outlined in Schedule B, attached hereto and incorporated into this Agreement by this reference.

4. Name, Sponsorships of the Race. The name of the Race shall include the word "Tempe". WTC shall have the exclusive right to sell sponsorships and, at its sole discretion, allow others to also sell sponsorships for the Race. If WTC delegates all or any portion of its exclusive right to sell sponsorships to any one entity it may also, at its sole discretion, allow subsequent entities to sell sponsorships for the Race, subject to prior approval by WTC or its delegate, which approval will not be unreasonably withheld. Tempe and the TTO may provide WTC sales leads for WTC to sell sponsorships to the Race subject to the above approval restrictions. If the Tempe and/or the TTO sales leads allow WTC to sell sponsorships for the Race, Tempe and the TTO will receive a commission from WTC which shall be mutually acceptable to WTC, Tempe and TTO but not less than fifteen percent (15%) of the monies generated by said sales leads, provided the accounts are approved by WTC. In addition to the exclusive right to sell sponsorships, WTC shall also have exclusive merchandising and licensing rights in connection with the Race including, without limitation, the right to obtain sponsors and advertisers; to sell corporate V.I.P. packages; to sell reserved tickets; to produce and sell souvenir programs; to produce programming and sell radio, television, and filming opportunities; and to sell and/or license merchandise and food and beverage including, without limitation, beer concessions, provided WTC has obtained the appropriate permits to do so. WTC agrees to any reasonable restrictions as required by the Tempe Special Events Task Force or other applicable jurisdictions. WTC shall also have the exclusive right to provide exposure at the race for sponsors, including but not limited to: signage and/or banners; inflatables; booths; hospitality areas and bleacher banners subject to reasonable restrictions as required by the Tempe Special Events Task Force. WTC shall be entitled to retain all revenue generated in connection with the Race including, without limitation, sponsorship, corporate package, ticketing, merchandising, concession and licensing revenue. WTC will not be allowed to exclude from the Race, either media personnel, and/or their equipment, or vendors who are presently under contract with Tempe. If WTC believes a vendor or member of the media should not be allowed into the Race or allowed to stay at the Race, WTC shall so notify Tempe. Tempe in its sole discretion will determine as expeditiously as possible whether the subject vendor or media member should be allowed entrance to the Race or allowed to stay at the Race.

5. Permits. In consideration of WTC agreeing to stage the Race in and around Tempe, Tempe agrees as follows:

- (a) Tempe shall waive any and all Tempe required permit, processing and park rental fees required in connection with the Race, except Tempe specifically will not waive any applicable transaction privilege, use or excise tax license(s) or fees. Tempe will assist WTC in obtaining Tempe required permits, licenses and/or approvals for the Race including, without limitation, the following: event permit; bleacher permit/approval; filming permit/approval; tent permit/approval; electricity permit/approval; parking permit/approval; advertising permit/approval; food and beverage

permit/approval; vending permit/approval; merchandise sales permit/approval; and Tempe Special Events Task Force approval.

- (b) Provided such activities shall not result in additional costs to Tempe, WTC shall have the right to conduct one or more ancillary events (e.g., musical concert, radio broadcast, party) during the week of the Race, subject to the reasonable approval of the Tempe Special Events Task Force. In connection with the foregoing, Tempe will provide WTC with all necessary Tempe controlled permits and/or approvals in connection with such ancillary events at no cost to WTC, except Tempe specifically will not waive any applicable transaction privilege, use or excise tax licenses or fees.
- (c) WTC shall have the exclusive vending and concession rights except for those vendors who are currently under contract with Tempe. Those Tempe vendors will retain their rights and responsibilities as described in their contracts with Tempe. None of such vendors shall have the exclusive vending and/or concession rights during the Race.
- (d) WTC or its designees shall have the exclusive right to conduct product and other sampling, other than beer sampling, unless the sampling conflicts with the rights of vendors under contract with Tempe in which case such product or other sampling is prohibited (it being acknowledged and agreed by Tempe that none of such vendors has vending rights which prohibit such sampling).
- (e) Tempe hereby acknowledges that WTC shall hold the exclusive right to produce any Ironman distance triathlon (2.4-mile swim, 112-mile cycle, 26.2-mile run) or similar length triathlon and any new¹ half-Ironman distance triathlon within its municipal boundaries for the duration of this Agreement (page 1). WTC and Tempe hereby further recognize and agree that Tempe has held and will continue to hold triathlons of lesser distances than those of an Ironman distance triathlon for the duration of this Agreement.

5. TTO and Tempe Obligations. The TTO and Tempe agree to provide the monies and hotel rebates as outlined in Schedule C, attached hereto and incorporated into this Agreement by this reference. The TTO and Tempe agree to provide the services outlined in Schedule D, attached hereto and incorporated into this Agreement by this reference.

6. Tempe and TTO Marketing and Promotion Services. Tempe shall provide the following marketing and promotion services in connection with the Race at their sole cost and expense:

¹ The term “new” refers to any new events that have not previously been held within the Tempe municipal boundaries. It is not intended to exclude existing events that have been sold or transferred to a different ownership group.

- (a) Tempe and the TTO will include the Race in specific Tempe marketing and advertising materials which are created after the date of this Agreement, including any national, regional and/or individual market television, radio, newspaper, magazine and website advertising. In addition, the TTO will give the Race preferred placement on the main page of their websites (which will include the date and place of the Race).
- (b) Tempe will arrange and be responsible for the cost of placement and removal of a WTC provided street banner at Fifth Street and Mill Avenue provided this location is available. Such street banner shall be erected no later than four (4) weeks before the Race if the location is available. Tempe will notify WTC at least ninety (90) days before each year's Race if the location is available. No other street banner will be allowed at this location during the time that WTC's street banner is in place. WTC shall be responsible for the cost of creating the street banner.
- (c) Provided Tempe controlled pole banner locations are not committed to other entities and subject to current Tempe policies and guidelines, Tempe will grant permission for WTC to use Tempe-controlled pole banner locations in the downtown Tempe area. For such Tempe-controlled locations, Tempe will waive its rental fee. WTC shall be responsible for the cost of creation, installation and removal of such pole banners to be placed at these locations. WTC acknowledges that Tempe has informed WTC that an entity known as the Downtown Tempe Community, Inc. ("DTC") controls most of the banner locations on Mill Avenue and on Fifth Street. Tempe will provide WTC with contact information for the DTC if WTC desires to make arrangements with the DTC for the use of its pole banner locations. No other pole banners will be allowed at such locations during the time that WTC's pole banners are in place.
- (d) Tempe will post fliers at Tempe public parks and recreational locations and the TTO will post fliers at selected tourism locations. WTC will be responsible for the cost of creating and producing such fliers.
- (e) Tempe will run an appropriate WTC supplied videotape on Tempe's local cable television channel 11.

8. Benefits to Tempe. WTC agrees to provide Tempe with the following benefits in connection with the Race and agrees to provide Tempe, within sixty (60) days after the conclusion of the Race, documents detailing the monetary value of each of the following benefits to Tempe:

- 1. Major Event; Accommodations. WTC agrees to hold the Race at the locations and at the times specified in this Agreement. In this regard, WTC agrees to work with the TTO to find suitable hotel/resort accommodations in

Tempe based upon mutually agreed upon criteria including price as detailed in Schedule C. WTC agrees to use its best efforts to house its staff and employees (including its contract employees) in Tempe hotels and resorts during the duration of the Race and during any time periods before or after the Race that the presence of such persons is required for the Race.

2. Top Athletes. WTC will use its best efforts to ensure it attracts the best competitive field for the Race.
3. Television Exposure. In the event that WTC shall televise the Race on a major cable television, such as Fox Sports Net or produce an internet broadcast offering an equivalent number of homes, such broadcast shall include “beauty shots” of the City of Tempe. These beauty shots will show downtown Mill Avenue, Town Lake and other physical features of the City of Tempe as suggested by Tempe and the TTO. The broadcast will include numerous audio mentions of the City of Tempe by the announcers. WTC shall guarantee that the broadcast of the Race shall not be less than one (1) hour. WTC shall own all television/internet film, radio and other rights to the Race; provided, however, that Tempe shall have the right to use clips from such broadcast for marketing and promotional purposes without any charge to Tempe (other than out-of-pocket costs for editing, transferring, remixing or third party clearances). Any such usage shall be subject to the written approval of WTC, which approval shall not be unreasonably withheld.
4. Media Exposure. For local advertising that WTC creates for this Race, WTC shall include the Tempe name and/or logo on all paid print advertising including: brochures; posters; banners; promotional items and literature; magazines; publications and media guides which contains the logos of any WTC sponsors other than the title sponsor(s) or umbrella sponsor of WTC. For local television, internet and radio advertising WTC creates, WTC shall guarantee the mention of the City of Tempe in local radio advertising and WTC shall guarantee the mention of the City of Tempe in local television advertising. WTC shall feature the City of Tempe and TTO names and logos on the WTC web site and on any WTC official guides or programs for the Race.
5. On-Site Promotion. WTC will provide promotion for Tempe at the Race itself. Such promotion shall include public address announcements, a display/information booth at the Race to publicize city programs (e.g., recreation leagues) and signage opportunities.
6. Community Donation. WTC will donate funds from its Community Fund each year of this Agreement. Donations will be made from the WTC Community Fund via Aid Stations who will each designate a charity within Tempe to receive funds. Any remaining funds will be donated to the City of

Tempe. The Tempe Mayor, City Council and WTC will consult with each other and designate these remaining funds to be donated to Tempe youth sports programs.

- (g) Audit and Records. Tempe may, at reasonable times and places, audit the books and records of any party to this Agreement, or any subcontractor, as related to this Agreement or the Race. Each party shall preserve and make available for inspection and audit by any other party all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of three (3) years after the termination of this Agreement. This provision shall survive the termination of this Agreement.

9. Representations and Warranties. The parties hereto represent and warrant as follows:

- (a) Tempe represents and warrants to WTC that: (i) Tempe has the full right and authority to enter into and perform its obligation under this Agreement; (ii) the rights granted to WTC hereunder will not violate or otherwise infringe upon the rights of any third party; and (iii) the execution, delivery and performance of this Agreement will not violate the provision of any agreement to which Tempe is a party or by which it is bound.
- (b) WTC represents and warrants to Tempe that: (i) WTC has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the rights granted to Tempe hereunder will not violate or otherwise infringe upon the rights of any third party; and (iii) the execution, delivery and performance of this Agreement will not violate the provision of any agreement to which WTC is a party or by which it is bound.

10. Insurance. WTC shall procure and maintain insurance for this event as specified by the Tempe Special Events Task Force.

11. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party and its officers, officials, employees, agents and volunteers from and against any and all claims, losses, liability, costs or expenses of any nature, including reasonable attorney's fees (hereinafter collectively referred to as "Claims"), including Claims arising out of or in any way connected with the performance of this Agreement by the indemnifying party and including those Claims alleging bodily injury of any person, including death, or property damage arising out of or occurring during the Race described in this Agreement, which said Claims allegedly may result in vicarious/derivative liability to the non-indemnifying party or parties or their officers, officials, employees, agents, and/or volunteers and are due in whole or in part to the act, omission, negligence, misconduct or other fault of the indemnifying party, its officers, officials, agents, employees, contractors and/or volunteers. The amount and type of insurance coverage required by Section 10 does not limit the scope of the indemnity in this paragraph.

12. Conflict of Interest. This Agreement is subject to cancellation under the provisions of Arizona Revised Statutes § 38-511.

13. Compliance with Laws. WTC in the performance of its activities under this Agreement shall comply with all applicable laws, statutes, ordinances, permits, rules and regulations relating to those activities.

14. Dispute Resolution. In the event of a dispute between the parties to this Agreement regarding a provision of this Agreement, a party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the parties will meet in good faith to attempt to resolve the dispute. If the parties fail to resolve the dispute, then the parties agree that the dispute may be resolved through mediation. If mediation is agreed to by the disputing parties, the disputing parties shall mutually agree upon the services of one (1) mediator whose fees and expenses shall be borne equally by the disputing parties. If the dispute is not resolved within a reasonable time, the disputing parties shall be free to use other remedies available to them to resolve the dispute.

15. Default. If any party or parties should default in the performance of their respective obligations under this Agreement, the party or parties not in default shall provide written notice of the default and the party or parties in default shall have a reasonable time in which to cure the default. If a cure is not made, the party or parties not in default shall be entitled to remedy the default using any right or remedy at law or equity which would otherwise be available to such party or parties not in default, including bringing any suit or proceeding to enforce the provisions of this Agreement. The prevailing party or parties shall be entitled to their reasonable attorney fees and costs incurred in such action.

16. Termination. Any party may terminate this Agreement in whole or in part upon mutual agreement of the parties. Unless mutually terminated as provided for in this Agreement or unless terminated as provided in Schedule B, paragraph 8, any party or parties may terminate this Agreement by written notice to the other parties within ninety (90) days after the Race in November 2014 or within ninety (90) days after the holding of the Race in any subsequent years.

17. Independent Contractor Relationship. The relationship between WTC, TTO and Tempe is that of independent contractors and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership or joint venture between WTC, the TTO and Tempe.

18. Force Majeure. WTC, the TTO and Tempe shall not be liable for any failure by them to conduct the Race by reason of fire, strike, war, insurrection, government restrictions, labor dispute, third party breach or other cause beyond their control.

19. Notices. All notices required or permitted hereunder shall be in writing and shall be either personally delivered, sent by registered or certified mail (return receipt requested) or sent by facsimile and in each case addressed as follows (or to such other address as the parties shall provide in writing to the other parties in accordance herewith):

If to WTC: WTC
2701 N. Rocky Point Drive, Suite 1250
Tampa, FL 33607 Attention: Andrew Messick

If to TTO: TTO
51 West 3rd Street, Suite 105
Tempe, AZ 85281
Attention: Stephanie Nowack

If to Tempe: City of Tempe
31 East Fifth Street
Tempe, AZ 85281
Attention: City Manager

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same document.

21. Assignment. No party may assign this Agreement or any rights herein without the express written consent of the other parties.

22. Entire Agreement. This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements whether written or oral and cannot be modified or amended unless by a written instrument signed by the parties.

23. Amendments. Any amendments or alternative or supplementary provisions to this Agreement must be made in writing and duly executed by an authorized representative or agent of each of the parties hereto.

24. Severability. The invalidity of any provision contained herein or portion of a provision shall not affect the validity of any other provision contained herein or the remaining portion of the applicable provision.

25. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. A waiver of any breach hereunder shall not be deemed a waiver of any subsequent breach.

26. Governing Law. This Agreement shall be governed by the laws of the State of Arizona and any litigation between the parties regarding this Agreement or the

performance of any of the obligations contained in this Agreement shall be initiated in Maricopa County, Arizona.

27. Cooperation of the Parties. The parties agree to cooperate in good faith to reasonably complete the obligations set forth in this Agreement.

28. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties signing it and does not create nor shall it be construed to create rights in other parties. No parties outside of this Agreement may enforce the terms and conditions of this Agreement.

29. Adoption by Mayor and Council; Authority to Execute Minor Amendments. This Agreement is subject to adoption by Tempe's Mayor and City Council. Upon execution of this Agreement, the Mayor and Council authorize the Parks and Recreation Administrator of Tempe to sign other documents or amendments of this Agreement as may be necessary to effectuate this Agreement and further authorize the Administrator to act upon any other matters not presently contemplated but which may arise and require Tempe's action in order to effectuate the purpose of this Agreement.

30. Captions. The captions and headings of the various sections of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of the respective sections.

31. Confidentiality. Any other provision of this Agreement notwithstanding, the parties acknowledge that Tempe is a public institution, and as such is subject to the Arizona Public Records Act, Section 39-121 et seq., Arizona Revised Statutes. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. Tempe agrees to keep confidential any and all information or documents designated as confidential or proprietary by WTC to the fullest extent permitted by law. In the event a public records request is made for information or documents designated as confidential or proprietary, Tempe will notify WTC. It will be WTC's responsibility to take whatever action it deems appropriate and necessary, including taking court action, to protect information or documents it considers confidential and not subject to disclosure by Tempe. WTC must take its action without causing delay, damages or expenses to Tempe as Tempe complies with its duties under the Arizona Public Records Act. WTC agrees to hold harmless and indemnify Tempe for any reasonable attorney fees (including its in-house attorneys), court costs or other expenses Tempe is required to expend and/or incur due to WTC's conduct in objecting to disclosure of information and/or documents pursuant to a public records request submitted to Tempe for WTC information and documents.

32. This Agreement is conditional upon WTC with the assistance of Tempe obtaining the necessary approvals for a bike route and run route including but not limited to the approval of the Salt River Pima-Maricopa Indian Community. If WTC is unable to obtain the approvals necessary to run the Race, this Agreement will be null and void.

[SIGNATURE BLOCK ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2013.

WORLD TRIATHLON CORPORATION

By: _____
Name

Title: _____

TEMPE TOURISM OFFICE

By: _____
Name

Title: _____

CITY OF TEMPE

By: _____
Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

SCHEDULE A
Race Dates

The first Race will occur on a Sunday in November 2014 and on a mutually agreed upon Sunday in November of each year thereafter.

Race Dates :

Sunday, November 16, 2014

Sunday, November 15, 2015

Sunday, November 20, 2016

Sunday, November 19, 2017

Sunday, November 18, 2018

The race date may be changed with the written consent of all parties. Provided, however, that any such change shall take place at least thirty (30) days prior to the race date.

SCHEDULE B

WTC agrees to provide the following services for the implementation of the Race:

1. Race Administration. WTC shall provide all administrative matters related to the implementation of the Race, including, but not limited to, the following items:

- (i) Providing Race Director, Media Director and key Race personnel as determined by WTC;
- (ii) Providing the volunteers, uniforms for volunteers and management of the volunteers;
- (iii) Preparation of all documentation for the Race, including, but not limited to, applications, brochures, all print materials.

2. Media. WTC shall promote the Race as described in the main body of this Agreement. Such promotion shall also specifically include the following items at no cost to the TTO or Tempe:

- (i) National and regional television or comparable international internet coverage of the Race.
- (ii) An advertising campaign in triathlon magazine publications.
- (iii) The inclusion of Tempe promotions in all applications, brochures and print materials for the Race.
- (iv) The inclusion of the race logo on all Race numbers, T-shirts, medals, plaques.
- (v) The inclusion of the race logo in all forms for the media campaign for the Race, including, press releases, both nationally and locally.
- (vi) Fifteen (15) on-site banners for the TTO and Tempe. WTC will provide the space and the banners for display.. The TTO and Tempe will have the opportunity to work with WTC in the production of the banners.
- (vii) WTC will provide the Tempe CVB with a recap of media exposure within one month after the conclusion of each Ironman race. The media recap should include: Total media outlets, total impressions (online), total circulation (print), paid media value and earned media value (if available).

3. Local Suppliers. WTC shall use its best efforts to use local Tempe suppliers for the implementation of the Race where it does not have contracts with national suppliers for its races.

4. Logo. Promoters will have the right to use the race logo in its print materials such as advertising, letterhead, and promotions, provided, however, that WTC

must provide prior written authorization of such use, which authorization will not be unreasonably withheld.

5. Technical Duties.

- (i) Race equipment and manpower;
- (ii) Registrations - supplies and set up;
- (iii) Courses - Design, supplies, police coordination, volunteer coordination, start/finish course;
- (iv) Race Announcers;
- (v) TV crews;
- (vi) Aid Station - design and supplies;
- (vii) All manpower, educators, race manuals (race directors);
- (viii) Transition supplies/set up;
- (ix) Banquets - scripts, awards (presentations, videos);
- (x) Police coordination, security and parking plans;
- (xi) Ordering race supplies;
- (xii) Finish line - design, supplies, set-up and tear-down;
- (xiii) Media coordination;
- (xiv) Porta-Potties within the Park and along the race route;
- (xv) All traffic control devices; and
- (xvi) Ambulances and crews.

6. VIP Hosting. Provide VIP Packages and Race Day packages as requested to TTO. The VIP packages shall include banquet passes, gifts, and passes to the finish line and the VIP tent. Provide up to 10 (ten) comp entries as requested by the TTO.

7. Event Festival. A three (3) to four (4) day festival prior to the Race which shall include an Athlete Village and a Kid's Race.

8. Guarantee. WTC currently has World Ironman Championship qualifying spots. If during the course of this Agreement, WTC no longer has World Ironman Championship qualifying spots, WTC guarantees it will continue to stage a world class sporting event with a minimum of 2000 athletes and shall meet the minimum number of room nights for the Race set forth in Schedule C.

SCHEDULE C

1. Tempe shall provide City services as identified in this Agreement. In addition, the TTO and Tempe shall provide WTC Fifty Thousand Dollars (\$50,000.00) each, for a combined total of One Hundred Thousand Dollars (\$100,000.00), for WTC's Marketing Budget. This money will be utilized in paying for the Race's marketing, television/internet production, and media activities.

1.1. This money shall be paid as follows:

2014-18 November Races: one-half (½) on October 15 of Race year
one-half (½) on November 15

1.2. In the event the Race is canceled due to weather or other force majeure beyond the control of WTC, the TTO and Tempe will still be responsible for the payment as set out above if the race cancellation occurs after November 1. If the race cancellation date occurs prior to November 1, the TTO and Tempe shall be responsible for one-half (½) of the monies set out above.

2. The TTO and WTC will develop a mutually acceptable booking program designed to:

2.1. Maximize the number of athletes and spectators staying in Tempe for the race.

2.2. Block rooms for the time period surrounding the race.

2.3. Market room availability to athletes and spectators.

2.4. Insure a solid and sufficient amount of rooms are available for race.

2.5. The TTO will acquire a room block beginning the first Wednesday prior to the Race Day through the Monday following the race as follows:

<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>	<u>Monday</u>
200	400	1,100	1,100	1,100	100

2.6. All hotels will have the option to drop a portion or all of their unsold rooms held under the room block thirty (30) days prior to Race Day.

2.7. "Host" Hotels are defined as those which provide room nights and may also provide other services such as catering, meeting space, audio visual, and similar needs.

2.8. "Participating" Hotels are defined as those which provide room nights only.

2.9. The TTO will forward the approved WTC hotel participation requirements to Tempe based hotels, which includes courtesy blocks and rebate arrangements.

- 2.10. WTC will promote Tempe-based hotels to race participants.
- 2.11. The TTO will require Host and Participating Hotels to pay a \$12.00 per room night rebate (the “Rebate”) to the order of the TTO within sixty (60) days of the conclusion of the Race for each WTC athlete room night and each WTC guest room night booked at each Host or Participating Hotel. Out of each \$12 Rebate, TTO will keep \$2.00 to be used for the purpose of reinvesting in the Race and marketing the Race. The remaining \$10 will be split equally between WTC and TTO (\$5 per recorded room night to WTC and \$5 per recorded room night to the TTO.)
- 2.11.1. “Room Nights” will be calculated by the TTO, which shall: (i) distribute (within one (1) week after the conclusion of the Ironman Race) a tracking survey to the hotels which participated in the Ironman Arizona room block; (ii) review the tracking survey data submitted by the hotels and calculate the number of room nights generated; (iii) invoice each hotel for the amount of Rebate owed; (iv) collect the funds from the hotels; and (v) divide the \$10 Rebate equally between WTC and the TTO. Within ninety (90) days of the conclusion of the Race, the TTO will forward the appropriate rebate to WTC.
- 2.11.2. To help ensure the accuracy of the Rebate related data, and for the CVB to measure the economic impact of this event for the community, WTC will provide volunteers to collect room night data at the point of registration. The volunteers will wear TTO logo shirts and will work from a pop-up tent, located close to registration, provided by the TTO. The TTO will provide the survey, either on sheets or on an Ipad, and conduct the final calculation of room night information collected. Participants will only be asked which city they are staying in, which hotel they are staying in, total number of nights staying at the hotel and the total size of their travel party. The survey can include a limited number of additional questions relative to tourism.
- 2.12. WTC may enter into separate contracts with the designated HOST HOTELS for services listed above such as catering, meeting space and similar needs. WTC must identify which hotels they will consider as ‘HOST HOTELS’.
- 2.13. All hotel bookings will be done directly to each hotel via phone, fax or website by the racers and spectators. All hotels will be asked to use a designated booking code for tracking purposes.
- 2.14. Room night guarantee is contingent on all hotels agreeing to do the following:
- 2.14.1. Not raise the rates above the normal (rack) season rates;

- 2.14.2. Not raise the rates more than 5% per year or the Consumer Price Index-Urban (CPI-U) for western United States cities with populations between 50,000 and 1,500,000, whichever is greater; and
 - 2.14.3. Not require more than a 5 night minimum stay.
- 3. Registrant Data. Within 30 days following the race, WTC will provide a report to the TTO which will include the following information:
 - 3.1. Total athletes registered for the race;
 - 3.2. Total number of athletes who actually checked in;
 - 3.3. Number of athletes who started the race; and
 - 3.4. Number of athletes who finished the race.

SCHEDULE D

1. **Facilities.** The TTO and Tempe will facilitate, coordinate and assist WTC in obtaining the grounds and facilities necessary for the Race. The grounds and facilities of Tempe controlled areas will be provided at no cost to WTC, including but not limited to the following items for the following periods:
 - 1.1. Tempe Town Lake for the swim course. One 2.4 mile loop. Set up Wednesday for morning practice swims. Race Day swim 7:00 a.m. until 9:20 a.m. Buoys will be removed starting at 9:30 a.m.;
 - 1.2. Appropriate park space transition area from Monday until the following Monday;
 - 1.3. Roads within City limits for the Bike route and Run route. WTC/Tempe to provide the barricades, cones, and signage (only within the City limits). Tempe agrees to provide barricades, cones, and delineators where possible within the City limits;
 - 1.4. Banquet location for required set up, to include a space large enough for a 100x300 tent. Location will be at the Tempe Arts Park or an equivalent location. Set up will occur Tuesday; tear down will occur Tuesday following the event.
 - 1.5. Athlete village/registration in the Park from Monday through the following Monday; including the Parks Amphitheater, electric power, picnic areas;
 - 1.6. Finish line on Rio Salado. Set up will include: a finish structure; bleachers; sound systems; and tents as provided by WTC. Set up will occur Thursday morning; tear down will occur Monday morning. Set up and tear down will be done by WTC;
 - 1.7. Parking lots – ASU. WTC will need to work directly with ASU on this item;
 - 1.8. Closed streets on Race Day in the City Area for the bike and run;
 - 1.9. Suitable roads within the City limits with permits to complete a portion of the 112 mile bike loop and 13.1 mile run (done two times);
 - 1.10. Tempe Beach Park for morning practice swims from 7:00 a.m. until 10:00 a.m. on Wednesday through Friday before Race day. This will include City safety personnel (Park Rangers and/or Tempe Fire Department);

- 1.11. Tempe will provide the beach and roads as needed for a 5km run and kids 1 mile run on a mutually agreed upon day. (Will need a map for these functions and requirements.); and
 - 1.12. Tempe will provide assistance in obtaining all approvals necessary for a bike route for the Race.
2. Services. Tempe will provide the following services and assistance:
 - 2.1. Police, Fire, Paramedic and Emergency Medical Technician services in coordination with WTC within the Tempe city limits wherein the Race will take place at no cost to WTC. WTC will coordinate with the other jurisdictions. Tempe agrees to provide search and rescue during the swim portion of the Race. One (1) Tempe Fire Department boat will be provided by Tempe at the request of WTC. Tempe and WTC shall jointly coordinate parking and traffic control;
 - 2.2. Tempe will provide WTC the use of all Tempe controlled property/roads through which the Race is to be run in the City limits only; and
 - 2.3. Permits and approval for a 5km run and 1 mile kids run in the City limits. Permits for a WTC Village with Exposition for Wednesday through Sunday, including set up days Monday and Tuesday, except Tempe specifically will not waive any applicable transaction privilege, use or excise tax licenses or fees.
3. Supplies. If Tempe owns the following supplies, and said supplies are reasonably available, Tempe will provide free of charge or at mutually agreed upon cost the following items:
 - 3.1. Bleachers;
 - 3.2. Traffic control supplies, including but not limited to: detour signs; barricades; “No Parking” signs; and cones for ancillary events during week prior to race; and
 - 3.3. Road sweeper.