

# Rock 'n' Roll MARATHON SERIES®

## HOST CITY AGREEMENT

◆————— **ROCK 'N' ROLL® SAVANNAH (2019-2021)** —————◆

This Host City Agreement (this “Agreement”) is made as of August \_\_, 2019 (the “Effective Date”) by and between **COMPETITOR GROUP, INC.**, a Delaware corporation (“CGI”) and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a Georgia municipal corporation (“CITY”). CGI and CITY are sometimes referred to herein individually as “Party” and collectively as “Parties.”

### RECITALS

- A. CGI and its subsidiaries own and operate Rock ‘n’ Roll®-branded running events.
- B. CITY desires to have CGI conduct, and CGI desires to conduct, an annual Rock ‘n’ Roll® Savannah marathon and half marathon event annually in and around Savannah, Georgia (the “Venue”), subject to the terms of this Agreement.
- C. In consideration of CGI selecting the Venue as the site for the Events (as defined below), CITY desires, subject to the terms of this Agreement, to provide certain rights and approvals to CGI and to make certain payments to CGI.

### AGREEMENT

The Parties agree as follows:

- 1. **The Events**. Subject to the terms of this Agreement:
  - (a) **Authorization; Ownership**. CITY authorizes CGI to prepare and conduct an Event (as defined below) in and around the Venue during the years 2019, 2020, and 2021 (each, a “Race Year”). CGI is and will be the owner of each Event and nothing herein constitutes a license by CGI to CITY or to any third party to establish or operate any Event or Race (as defined below).
  - (b) **Races**. In each Race Year, CGI shall be responsible for operating, in and around the Venue, a Rock ‘n’ Roll®-branded marathon and half marathon (comprising, subject to cancellation due to weather conditions or other reasons, a 26.2 mile run and a 13.1-mile run, including a 2-person half marathon relay) (the “Races,” each, a “Race”) and performing certain administrative, operational, and sales and marketing functions related thereto (collectively, and together with the Races and any additional races added under Section 1(f), an “Event”).
  - (c) **Name**. The official name of the Event will be **ROCK ‘N’ ROLL® SAVANNAH**. CGI may elect to add the name of a “title” sponsor and/or “presenting” sponsor to the official name of the Event (e.g., “[Title Sponsor] ROCK ‘N’ ROLL® SAVANNAH, presented by [Presenting Sponsor]”). When referring to any Event, CITY shall at all times use such official name of the Event (including mention of the official title sponsor, if any, and the official presenting sponsor, if any).
  - (d) **Race Dates**. The Races each year of the Term will occur on the following applicable dates (each, a “Race Date”):
    - (i) **2019**: November 2-3, 2019
    - (ii) **2020**: November 7-8, 2020
    - (iii) **2021**: November 6-7, 2021

- (e) Event Changes. CGI may in its reasonable discretion, in order to improve any Event, institute changes in the implementation or structure of such Event; provided, however, that no material change may be made to any previously confirmed location or venue(s) without the prior written consent of both Parties.
- (f) Additional Races. CGI may conduct, as part of the Event, a CGI-owned 5K run and 1 mile run contemporaneously (e.g., during the same weekend) with the Race. CGI may create additional, race-specific logos for any such additional races conducted, and such logos will be subject to the same restrictions applicable to the Event Logo (as defined in Exhibit B) under this Agreement.

2. **Term of Agreement.** This Agreement is effective beginning on the Effective Date, and will continue in effect until the date that is thirty (30) days after the 2021 Event, unless this Agreement is sooner terminated in accordance with the terms of this Agreement (the "Term"). The parties specifically acknowledge that the continuation of this agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with O.C.G.A. § 36-60-31, as amended.

3. **Financial Matters.**

- (a) Annual Payments to CGI. With respect to each Event, CITY shall, under the terms of Exhibit A, pay CGI the amounts stated in Exhibit A (each, an "Annual Payment").
- (b) Taxes. The Annual Payments set forth in Exhibit A are exclusive of taxes or fees, which are the responsibility of CITY. All taxes and fees (including without limitations any foreign taxes and fees (e.g., sales tax, HST, VAT)) shall be borne by CITY and shall be applied in accordance with the then applicable tax laws for each respective state, province, country, or otherwise.
- (c) Entry Fees; Other Revenues. Except as may be otherwise expressly specified in this Agreement, CGI shall be entitled to receive and retain all Event/Race entry fees, and all other Event revenues and value in-kind in connection with the Events, including without limitation all revenues from merchandise sales, sponsorships, hospitality passes, VIP passes, exposition booth sales, product licenses, television licenses, and photograph sales.
- (d) For the avoidance of doubt: CITY shall not grant or sell sponsorships, official designations, Expo space, or any other rights at or in connection with the Event to any third parties.
- (e) CGI Payments to CITY. CITY shall provide to CGI invoices for all reimbursable services by November 15 of each Race Year and CGI shall pay all such invoices for such Race Year by December 15 of the same Race Year.

4. **Certain Obligations of CITY.**

- (a) Approvals & Permits. CITY shall ensure that, at no cost to CGI (e.g., no charges for site fees, access fees, closure fees, licensee fees, application fees, environmental impact fees, permit fees, etc.), CGI timely receives all City permits necessary in connection with performance by CITY or CGI of this Agreement, including without limitation the conducting of the Event, the Race, and the Expo, closures of roadways, use of amplified sound and music by CGI in connection with the Event, and for all Event spaces, including but not limited to Forsyth Park and "Band Shell" at Forsyth Park (collectively, the "Approvals & Permits").
- (b) Value-in-kind Police Services. Up to the out of pocket cost of \$25,000USD, CITY shall ensure that the Savannah Police Department will command and maintain public safety throughout the duration of each Event (the "VIK Contribution"). For the avoidance of doubt, CITY is responsible for the cost (up to \$25,000USD) of Race day police services fees. In addition to the VIK Contribution, CITY shall operate a command post from the CITY's emergency command center ("ECC").

- (c) Information Updates. CITY shall, upon request from CGI, promptly inform CGI as to the status of the performance of CITY's obligations hereunder.
  - (d) Representations. CITY covenants that each of the representations and warranties made by CITY in Section 8 will be true and complete at all times during the Term.
  - (e) Intellectual Property of CGI. Except with respect to the Event Logo (the use of which by CITY being subject to Section 9), CITY shall not, without CGI's prior written consent, use any intellectual property rights of CGI, including without limitation the Rock 'n' Roll® marks, names, and logos.
5. **Certain Obligations of CGI.** Subject to the terms of this Agreement, and with respect to each Event:
- (a) Operations, Equipment, and Personnel. Except to the extent required to be provided or obtained by CITY as part of CITY's obligations, or as may be otherwise required under this Agreement, CGI shall provide for (or cause to be provided) all Race-related equipment, supplies, personnel (including volunteers and a local Race Director), training of personnel (including volunteers), Race manuals/programs, Race course route determination and design (pending CITY review; however, ultimate determination of Event Race courses shall be the responsibility of CGI), Race course set-up and tear-down, online and on-site athlete registration and check-in, welcome functions, award ceremonies, procurement of facilities, facility decoration, and all other technical and operational aspects of the Race. CGI may require that each Event use Race timing, registration, photography, or other services provided by CGI or any of its affiliates, designees, or service providers.
  - (b) Expo. CGI shall provide for a multi-day vendor exposition at each Event (the "Expo"), which Expo may be referred to as the "Health & Fitness Expo" or other name chosen by CGI. At the Expo, CGI (or its designee) may sell official Rock 'n' Roll®-branded (or any other) merchandise and services, and, to the extent approved in writing by CGI, Event sponsors and other Expo vendors may sell or otherwise distribute other merchandise and services. Except as may otherwise be required by applicable law, CITY shall not charge or assess any fees to or on any vendor, contractor, or any other party in connection with the Expo.
  - (c) Website; Media; Broadcasts. CGI shall provide and maintain the official website that markets the Event (the "Event Website"). CGI shall retain the rights to all imagery and audiovisual works in connection with each Event, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, Internet broadcast (audio or video), videotaping, filming, and photography, all of which, as between CGI and CITY, is the sole property of CGI and will not be reproduced, remarketed, or otherwise distributed or publicly displayed by CITY without the written permission of CGI. CGI may, in its sole discretion, grant or license any or all of these rights to third parties or to CITY.
  - (d) Information Updates. CGI shall, upon request from CITY, promptly inform CITY as to the status of the performance of CGI's obligations hereunder.
  - (e) Representations. CGI covenants that each of the representations and warranties made by CGI in Section 8 will be true and complete at all times during the Term.
6. **Official Announcements; Ambush Marketing.**
- (a) Announcements. CITY shall not make any public announcements of a marketing or promotional nature (whether in writing, orally, via the Internet, or otherwise) of any Event without the prior written consent of CGI in each instance (which consent will not be unreasonably withheld), except that no such consent will be required to the extent such announcements are required of CGI under the terms of this Agreement, or that:

- (i) are entirely administrative in nature, such as announcements informing the public regarding operational logistics or public safety matters (e.g., road closures, Event dates, Venue access);
  - (ii) include only information in the public domain; and
  - (iii) are not for purposes of marketing or promotion.
- (b) **Other Matters.** CITY shall not use the Event, any marketing opportunity related thereto or arising out of the Event, or the like, for any purpose other than to promote the Venue in a positive and universally appealing manner.

7. **Ambush Marketing.** CITY shall not engage in any Ambush Marketing at, near, or in connection with the Event. “**Ambush Marketing**” means selling (e.g., including, but not limited to, sponsorship, merchandise, vendor space), advertising, or marketing, by any third party that is not a CGI-authorized sponsor, merchandiser, and/or vendor of the Event, where such selling, advertising, or marketing (i) is in connection with, or in proximity to, the Event, or (ii) otherwise has the effect of exploiting the goodwill of the Event and/or gaining market exposure by way of intrusive and/or associative marketing practices. CITY agrees not to issue permits to any CGI competitor for the use of Forsyth Park or other public space during the pendency of the Event.

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

- (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein;
- (b) This Agreement is a legal, valid, and binding obligation of such entity, enforceable against such entity in accordance with its terms; and
- (c) Neither the execution, delivery, nor performance of this Agreement by it violates or will violate or cause a breach of any other agreements or obligations to which it is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency (collectively, “**Authorities**”) is required in connection with the execution, delivery, or performance of this Agreement (except, with respect to CGI, certain permits, approvals, consents, notices, and other actions by Authorities may be required in connection with performance by CGI of this Agreement).

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

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

**10. Indemnification.**

- (a) CGI shall indemnify, protect, defend, and hold harmless the CITY, its officials, directors, officers, employees, contractors, volunteers, representatives, and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of actions, suits, proceedings, judgments, and expenses, arising out of directly or indirectly, or in connection with the Event.
- (b) This Section 10 shall survive the expiration or termination of this Agreement for any reason.

**11. Insurance.**

- (a) CGI shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company for, without limitation, any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration, and settlement costs, related to any claims for or by any Event participant, volunteer, referee, official, scorekeeper, spectator, sponsor and staff with a minimum combined single limit equal to but not less than \$2,000,000 USD per occurrence of any one incident or accident and not less than \$5,000,000 USD in aggregate, which limits may be satisfied with any combination of primary and excess coverage; provided, that any such excess coverage follows the primary coverage. CGI shall cause the CITY to be named as a certificate holder in connection with each Event. Proof of insurance coverage consistent with this Paragraph shall be provided to the City Manager no later than 30 days before each Event.

**12. Termination.**

- (a) If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party (which notice must include a description of such breach) if, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.
- (b) Notwithstanding anything to the contrary herein, CGI may immediately terminate this Agreement:
  - (i) at any time if CGI gives written notice to CITY that CGI has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to CGI whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the Approvals & Permits (as defined in Section 4); (B) an insufficient number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Race as planned, or that could create a safety risk for any Race participants or other Event visitors;
  - (ii) if CITY files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law; or
  - (iii) if CITY engages in Ambush Marketing.
- (c) Effects of Termination; Survival.
  - (i) Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.
  - (ii) Each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such expiration or termination.

- (iii) All rights and obligations under this Agreement that arose or accrued prior to termination or expiration of this Agreement, and that, by their nature, should survive any such termination or expiration, will survive any such termination or expiration, including without limitation the rights and obligations set forth in Sections 3, 10, 12, 13, 14, 15, 16, 17, 18, and 19.
13. **Force Majeure.** In the event either Party is prevented from performing any of its obligations under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, unsafe conditions, volcano, explosion, flood, landslide, epidemic, acts of nature, war, terrorism, or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders, or regulations ("Force Majeure Event"), then such obligations of such Party during the duration of such Force Majeure Event, and for a reasonable time thereafter, will be suspended. In the case of cancellation of an Event due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule such Event if practicable. If such canceled Event cannot reasonably be rescheduled or relocated within the Venue, neither Party shall be deemed to be in breach of this Agreement solely because of such cancellation. Neither any such cancellation, rescheduling, or relocation, nor the inability to reschedule or relocate, will, by itself, cause this Agreement to terminate. For purposes of this Agreement, neither the cancellation by CGI of any of the Races, nor the modification of the Races (e.g., distances, routes, etc.), will be deemed to be a cancellation of the Event.
14. **Assignment; Binding Effect.** No rights or obligations under this Agreement may be assigned or delegated by CITY without the prior written consent of CGI. Any purported assignment or delegation in violation of this Section is void *ab initio*. All of the terms of this Agreement will apply to, be binding upon, and inure to the benefit of the Parties hereto, their successors, and permitted assigns. Subject to the immediately preceding sentence, no third party will have any rights or remedies under this Agreement.
15. **Relationship of the Parties.** The Parties are acting herein solely as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation, and any other requirements for all personnel it supplies in connection with this Agreement.
16. **Jurisdiction.** This Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort or otherwise) shall be governed in accordance with the laws of the State of Georgia, without regard to the conflict of laws provisions thereof that would result in the application of the laws of any other jurisdiction.
17. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.
18. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if emailed, hand delivered, or delivered by certified or registered mail or by overnight delivery service:

If to CITY:

**CITY OF SAVANNAH**  
P.O. Box 1027  
Savannah, Georgia 31402  
Attention: Patrick C. Monahan  
City Manager  
E-mail: [pmonahan@savannahga.gov](mailto:pmonahan@savannahga.gov)

With contemporaneous copy to:



City Attorney  
P.O. Box 1027  
Savannah, GA 31402

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

If to CGI:

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

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

19. **No Oral or Implied Waivers or Modifications.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement. No waiver will be of any force or effect unless set forth in a writing signed by the Party whose right is being waived. Subject to the immediately preceding sentence, no modifications to this Agreement will be binding upon the Parties unless modified, amended, cancelled, renewed, or extended in a writing signed by both Parties.
20. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and, with respect to such subject matter, supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties. Except as may be expressly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect between the Parties.
21. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and will not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not affect the validity or operation of any other term, clause or provision and such invalid term, clause, or provision will be deemed to be severed from this Agreement, provided that both the economic and legal substance of the transactions that this Agreement contemplates are not affected in a manner materially adverse to either Party. This Agreement may be executed in counterparts, each of which will be deemed an original binding document but all of which will constitute one and the same instrument. Neither this Agreement nor any provision herein will be construed in favor or against either Party based on which Party drafted this Agreement or such provision. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by e-mail, in “portable document format” (PDF) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of any such means, constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement or signature pages for all purposes. For the avoidance of doubt: signatures of the Parties transmitted by facsimile, email, or other electronic means will be deemed to be their original signatures for all purposes.

[ Signature page directly follows this page ]

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

**CGI:**

**COMPETITOR GROUP, INC.**

**CITY:**

**THE MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH**

By: \_\_\_\_\_  
Name: Shane Facteau  
Title: Chief Operating Officer

By: \_\_\_\_\_  
Name: Patrick C. Monahan  
Title: City Manager

[ *Exhibit A to this Agreement follows this page* ]



**EXHIBIT A**

**Annual Payments;**  
**Wire Transfer Instructions**

Regarding the Event for Race Year	Annual Payment to be paid by CITY to CGI (\$USD)	Annual Payment Due Date
2019	\$25,000	September 1, 2019
2020	\$25,000	September 1, 2020
2021	\$25,000	September 1, 2021

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

<p>Bank Name: Bank of America, NY NY                  Routing Number: 026009593                  Account Name: Competitor Group Events Inc                  Account Number: 002468966492                  SWIFT Code: BOFAUS3N</p>
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**EXHIBIT B****TRADEMARK STANDARDS & USAGE GUIDELINES:**  
**EVENT-SPECIFIC LOGO****Sample Event Logo**

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



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

**General**

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

**Pre-Approval Requirement**

Without exception, all proposed uses of the Event Logo must be submitted to CGI for review **PRIOR TO USAGE**. All approval requests for use of any Event Logo must be submitted, along with a high resolution PDF image of the proposed use, to [approvals@ironman.com](mailto:approvals@ironman.com) for review by CGI. Please allow at least **ten (10) business days** for all approval requests to be answered. Any proposed use or item submitted that is not approved by CGI in writing within fifteen (15) days shall be deemed **disapproved**.

**Trademark Ownership & Required Notice**

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

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

**Rock 'n' Roll® and Rock 'n' Roll Marathon Series® are registered trademarks of  
World Triathlon Corporation.  
Used herein by permission.**

**Other Requirements**

Each use by CITY of the Event Logo must:

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