



DATE: November 9, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **FIVE-YEAR AGREEMENT WITH WORLD TRIATHLON CORPORATION TO HOST THE IRONMAN 70.3 CALIFORNIA TRIATHLON AND AUTHORIZE STAFF SUPPORT SERVICES IN THE ANNUAL AMOUNT OF \$14,000 AND IN-KIND SUPPORT IN THE AMOUNT OF \$4,910**

SYNOPSIS

Staff recommends that the City Council approve a five-year agreement with World Triathlon Corporation to host the Ironman 70.3 California Triathlon at an annual cost to the City in the amount of \$14,000 in staff support costs, and annual in-kind services in an amount not to exceed \$4,910; and authorization for the City Manager to execute the agreement.

BACKGROUND

The City Council approved a five-year agreement with Ironman North America on September 5, 2001, and entered into a second five-year agreement from 2007-2011. The City also hosted the run course for the full Ironman Triathlon held at Marine Corps Base Camp Pendleton in 2000 -2001. Last year's Half Ironman race held on April 2, 2011, was the final year of the agreement with World Triathlon Corporation. World Triathlon Corporation, formally known as North America Sport, Inc., is requesting that the City enter into a new five-year agreement to host the Ironman 70.3 California Triathlon from 2012-2016. This national sports event has maintained a capacity level of participation with 2,800 competitors and over 10,000 spectators viewing the race. Each year the Ironman event has generated positive national exposure for Oceanside and has proven to be an economic benefit, with an estimated \$1.7 million in revenue to local hotels and restaurants.

ANALYSIS

Staff has met with the Ironman race director to develop a new five-year agreement with World Triathlon Corporation, to host the race through 2016 (Attachment A). Under the terms of the agreement the City will continue to provide the race venue and support services including Police, Fire, Lifeguard, Parking Enforcement, Parks and Recreation and Public Works. Under the past agreements, the City as the host sponsor has provided all services at no cost to World Triathlon Corporation. With the new proposed agreement, World Triathlon Corporation will reimburse the City for half of the personnel costs totaling \$14,000. The City will provide in-kind services including facilities and parking in an amount not to exceed \$4,910. The City as the host sponsor will secure the license agreement with

Marine Corps Base Camp Pendleton, authorizing the race activities on the base. World Triathlon Corporation will provide all race management, equipment and technical staging services. The 2012 Ironman 70.3 California Triathlon is scheduled for March 31, 2012. World Triathlon Corporation is anticipating the same layout and course with a 1.2-mile swim in the harbor channel, 56-mile bike on Camp Pendleton and 13.1-mile run on Pacific Street.

FISCAL IMPACT

Staff has developed an updated cost analysis based on course and event logistics to support the 2012 Ironman event (Attachment B). Staff has identified \$28,000 in direct personnel services and costs for which World Triathlon Corporation will reimburse the City half of the cost, leaving a total City personnel cost of \$14,000 annually. Annual in-kind services in an amount not to exceed \$4,910 will be provided. The total hard cost for City services over the five-year term of the agreement is \$70,000. The City costs will be absorbed by each department's operations budget.

World Triathlon Corporation projects the Ironman 70.3 event will generate \$1.7 million in revenue for local hotels and businesses through transient occupancy tax and sales tax.

INSURANCE REQUIREMENTS

World Triathlon Corporation is required to provide the City with comprehensive general liability insurance naming the City of Oceanside and the Oceanside Small Craft Harbor District as additionally insured.

COMMISSION OR COMMITTEE REPORT

The Special Events Committee has reviewed the event logistics and recommends approval and required staff support.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

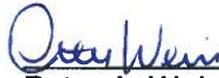
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PREPARED BY:



Terry Goodman
Special Events Supervisor

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager
Margery Pierce, Neighborhood Services Director
Frank McCoy, Police Chief
Darryl Hebert, Fire Chief



Attachments: A - Ironman 70.3 California Agreement

HOST VENUE SPONSORSHIP AGREEMENT 2012-2016

This Host Venue Sponsorship Agreement ("Agreement") is entered into this 13 day of ~~August~~ ^{October}, 2011 ("Effective Date") by and between WORLD TRIATHLON CORPORATION, a Florida, USA corporation, whose principal business address is 2701 North Rocky Point Drive, Suite 1250, Tampa, Florida 33607, (hereafter referred to as "WTC") and THE CITY OF OCEANSIDE, a municipal corporation incorporated pursuant to the laws of the State of California, with offices at 300 North Coast Highway, Oceanside, California 92054 (hereafter referred to as "Host"). (WTC and Host are referred to herein individually as "Party" and collectively as the "Parties").

W I T N E S S E T H:

WHEREAS, WTC wishes to conduct the Event, as defined and described in Exhibit A attached hereto, subject to the terms and conditions in this Agreement

WHEREAS, Host wishes to have WTC conduct the Event in and around the Venue, as defined and described in Exhibit A, based upon the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

1. The Event. WTC agrees to conduct the Event, and Host grants to WTC the right to conduct the Event, at, in, and around the Venue based upon the terms and conditions as provided for herein.
2. Term. This Agreement and the provisions hereof shall be in full force and effect for the Term, as defined in Exhibit A, unless terminated earlier pursuant to this Agreement or extended as mutually agreed upon by the Parties in writing.
3. No Host Venue Sponsorship Fee. Host will pay no sponsorship fee in terms of monetary compensation directly to WTC during the Term, but Host will provide support services to WTC as described in Exhibit B attached hereto (the "Host Support Services").
4. Obligations and Undertakings of Host. In consideration of WTC selecting the Venue as the site for conducting the Event, Host agrees to provide to WTC the Host Support Services.
5. Obligations and Undertakings of WTC. WTC shall fulfill the specific obligations and undertakings identified in Exhibit C attached hereto.
6. Additional Terms.
 - a. The Parties agree to conduct a meeting following each year's Event to "debrief" regarding such Event, set forth the following year's plans, and review the Event details and goals.
 - b. WTC shall retain the rights to all imagery and audiovisual works in connection with the 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 is the sole property of WTC and will not be reproduced, remarketed or otherwise distributed or publicly displayed without the written permission of WTC, which permission shall not be unreasonably withheld or conditioned. WTC may, at its sole discretion, award any or all of these rights to third Parties.

c. The obligations and support services required by WTC of Host may not be materially modified, changed or otherwise altered without the written consent of both Parties hereto. Such alterations must be made prior to the applicable Event and must be made in writing.

d. WTC may in its reasonable discretion, in order to improve the Event, institute changes in the implementation or structure of the Event in any Event year. No change shall be made to the date of any scheduled Event without the written consent of both Parties hereto.

e. In order to ensure proper implementation of the Event race, the Host and its representatives agree to take instruction from WTC as to race-specific operations and technical issues. In the event of a disagreement between the Host and WTC, WTC's decision shall be final and binding, except as to issues affecting or impacting city services or public safety. It is WTC's and the Host's goal to implement a world-class sporting event.

7. Representations and Warranties of Host. Host represents, warrants and covenants to WTC as follows:

a. Host 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. Host will comply with all applicable laws, rules and regulations with regard to its obligations under this Agreement.

c. This Agreement, when executed and delivered by Host, will be its legal, valid and binding obligation enforceable against Host in accordance with the terms and conditions contained herein.

d. The execution, delivery and performance of this Agreement by Host does not and will not 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 or other action by any governmental authority or agency is required in connection herewith.

e. Each of the foregoing representations, warranties and covenants shall be true at all times during the Term.

8. Representations and Warranties of WTC. WTC represents, warrants and covenants to Host as follows:

a. WTC will comply with all applicable laws, rules and regulations with regard to its obligations under this Agreement.

b. WTC represents and warrants that it has full right, power, and authority to enter into and to perform its obligations under this Agreement, and to grant Host all rights and interests as provided hereunder.

c. WTC hereby represents and warrants that WTC is the sole owner or controls all of the rights granted hereunder in the Event and that it has full right, title and interest in and to the Event granted in this Agreement.

9. License and Use of WTC's Trademarks and/or Service Marks.

a. WTC provides Host with the limited, non-assignable, non-transferable, non-exclusive license to use the Mark, as defined and described on Exhibit D, in all reasonable forms of advertising and marketing. Any use of the Marks shall be in conjunction with the Trademark Standards and Usage Guidelines set forth in Exhibit D. The license granted herein shall be only for the Term of this Agreement and the territory of the license shall be the Venue and the immediate surroundings areas. WTC must approve all uses in writing of the Marks prior to usage.

b. Prior to Host's use of WTC's Marks, WTC must approve in writing all Host's advertising, marketing, press releases, programs, websites, and all printed and electronic materials intended for public consumption prior to use.

c. Host may only use the Marks in connection with advertising and/or marketing materials relating to each Event during the Term of this Agreement, and may not utilize the Marks on any products, merchandise, souvenirs, or other items unless pre-approved by WTC in writing, which approval may be granted or denied at WTC's sole and absolute discretion.

d. Host may not authorize or license any third party to manufacture, sell, affix, or use any of the Marks on any product, merchandise, souvenirs, or other items during the Term of this Agreement.

e. Host acknowledges that WTC is the owner of all the Marks, and Host shall not register any of the Marks, any service mark, trademark or domain name that is similar in any manner to any of WTC's Marks, or any mark with the word "IRON."

f. The Marks are and shall remain the property of WTC. Any and all rights under the Marks, copyrights, or other intellectual property of WTC shall inure to the benefit of WTC.

10. Indemnification. WTC shall indemnify and hold harmless the Host and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the conduct, negligent acts, errors, omissions or wrongful acts of conduct of WTC or its employees, agents subcontractors or others in connection with the execution of the work covered by this agreement, except for claims or lawsuits arising from the willful misconduct, sole negligence or active negligence of the Host, its officers, agents, contractors, or employees. WTC indemnification shall include any and all costs, expenses, expert fees, attorneys' fees and liability assessed against or incurred by the Host, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, WTC, at its own expense, shall upon written request by the Host, defend any such suit or action brought against the Host, its officers, agents or employees resulting or arising from the tortious acts or omissions of WTC.

11. Insurance. WTC shall, throughout the Term of this Agreement, 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 participants, volunteers, referees, officials, scorekeepers, spectators, sponsors and staff with a minimum combined single limit equal to but not less than one million dollars (\$1,000,000.00 USD) per occurrence for any one incident or accident, and two million dollars (\$2,000,000.00 USD) aggregate. Each of the Parties may require the other to obtain such insurance in a greater amount or scope by providing notice to the other Party at least thirty (30) calendar days prior to the date of the Event. The Parties agree to have

the other Party named as an additional insured in connection with each Event. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party.

12. Termination.

a. This Agreement may be terminated by the non-breaching Party upon thirty (30) days written notice to the other Party in the event of a breach of a material provision of this Agreement by the other Party, including a description thereof to the breaching Party, provided that, during the thirty (30) day period, the breaching Party fails to cure such breach.

b. WTC shall have the right to immediately terminate this Agreement by giving written notice to Host in the event that Host does any of the following: (i) files 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 if the Host discontinues its business or a receiver is appointed for the Host or for Host's business and such receiver is not discharged within thirty (30) days or (ii) breaches any of the provisions of this Agreement relating to the unauthorized assertion of rights in the Marks. Termination of this Agreement for any reason provided herein shall not relieve either Party from its obligation to perform up to the effective date of such termination.

c. Except as provided otherwise herein, each Party hereto reserves all other rights and remedies hereunder and otherwise permitted by law, that have accrued at the date of termination of this Agreement and does not waive any obligation under this Agreement by reason of the exercise of such termination option.

13. Information. The Host agrees to communicate to WTC all information obtained in the course of performing the Host Support Services and further agrees that all information related to the business of the Race shall be confidential, to the extent allowed by law. The parties understand this Agreement, once executed by all parties is a public record and is not subject to the confidentiality provisions of this section.

14. Assignment. This Agreement is personal to Host and may not be assigned or transferred without the prior written consent of WTC. This Agreement may be freely assigned by WTC.

15. Relationship of the Parties. The Parties are acting herein 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. Successor and Assigns. All of the terms of this Agreement will apply to, be binding upon and inure to the benefit of the Parties hereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

17. Jurisdiction and Dispute Resolution.

a. Governing Law. Notwithstanding the place where this Agreement may be executed by either Party, 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 California, United States of America, without regard to the conflict of laws provisions thereof.

18. **Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.

19. **Force Majeure.** In the event either Party is prevented from performing any of the obligations or duties required under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, volcano, explosion, flood, epidemic, acts of God, war or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders or regulations ("Force Majeure Event"), then the obligations or duties of such Party during the period of such Force Majeure Event, and for a reasonable time thereafter shall be suspended. If, due to a Force Majeure Event, the Event is canceled and cannot reasonably be rescheduled or relocated within the territory of the Venue, then Host shall not be deemed to be in breach of this Agreement. In the case of cancellation due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule the Event if practicable. If the Event is rescheduled and/or relocated within the territory of the Venue, neither Party is relieved of its obligations as set forth in this Agreement.

20. **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 delivered by facsimile (with facsimile transmission receipt), e-mailed (with electronic read receipt for delivery proof), hand delivered, by certified or registered mail, or by overnight delivery service:

If to Host:

The City of Oceanside
300 North Coast Highway
Oceanside, CA 92054
Attention: Terry Goodman, Special Events Director
Tel: 760 435-5215
Fax:
E-mail: tgoodman@ci.oceanside.ca.us
(or to such other person or address as Host shall furnish to WTC in writing)

If to WTC:

World Triathlon Corporation
2701 North Rocky Point Drive
Suite 1250
Tampa, FL 33607
Attention: General Counsel
Tel: 813-868-5940
Fax: 813-868-5930
E-mail: Legal@ironman.com
(or to such other person or address as WTC shall furnish to Host in writing)

21. No Waiver of Rights. 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 the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the 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 the Agreement.

22. Severability. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

23. No Oral Modifications. No modifications to this Agreement shall be binding upon the Parties unless modified, amended, cancelled, renewed or extended in a writing signed by both Parties.

24. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between or among the Parties, except as specifically provided herein. Except as explicitly 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 among the Parties.

25. Headings. The section headings included in this Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original binding document but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below as mutual acceptance of the terms, conditions and consideration contained herein.

WORLD TRIATHLON CORPORATION

THE CITY OF OCEANSIDE

By [Signature]
Steve Meckfessel
Chief Operations Officer

By _____

Name: _____

Date: 10-13-11

Title: _____

Date: _____



AMANDA WREIGG
MY COMMISSION # EE 039080
EXPIRES: November 1, 2014
Bonded Thru Budget Notary Services

Amanda Wreigg 10-13-11

EXHIBIT A

Event, Venue, and Term

1. Event: The event to be conducted at the Venue shall be an IRONMAN 70.3 event involving a 1.2 mile swim, 56 mile bicycle and 13.1 mile run, that will include, but not be limited to, a race, exposition, athlete check-in, and awards ceremony (collectively, an "Event"). Each Event will take place over several days. Each year, the Event will award, to certain eligible top finishers, qualifying slots for the Ironman World Championship 70.3. In 2012, the Event race will take place on or about March 31. In 2013, the Event race will take place on or about March 30. One Event will be conducted during each year of the Term; provided, however, that prior to January 30 of each year of the Term, WTC will confirm with Host the dates of each Event and race, and, prior to January 1 of each year of the Term, WTC will confirm with Host whether WTC intends that an Event or race will take place in such year.
2. Venue: The venue shall be in and around the city of Oceanside, California (the "Venue").
3. Term: The term of this Agreement shall commence on the Effective Date and continue for Events to be held annually, as applicable, for each of the five years during 2012-2016 ("Term"), unless sooner terminated in accordance with the provisions contained herein.

EXHIBIT B

Host Support Services

Obligations and Undertakings of Host. Unless otherwise expressly agreed to in this Agreement, for each Event, Host shall comply with, provide, and allow for the following at Host's own cost, except for any portion of costs allocated to WTC below:

1. Facilities

Race setup will occur approximately two weeks prior to race day. Facilities are needed up to and including the Monday after race week.

- (a) The grounds for the Race necessary for the implementation of the Race (to the extent owned or controlled by the City of Oceanside).
 - (i) Oceanside Harbor for swim including ramp as in/out and lifeguards and boats for a safe swim. Harbor boat launch closed race day at 5:00 am until 4:00 pm for set up of swim Race.
 - (ii) Transition for Bikes and start/finish area. Space for parking in Harbor Parking lots near launch ramps. Space for 2,500-3,000 bike spots and barricades will be needed. Lots will be available from Wednesday morning until 6:00am Sunday during Race week.
 - (iii) Roads around the City of Oceanside shall be properly secured and barricaded with appropriate road permits for bike, run and finish line:
 - (iv) Parking in City lots on Strand and two vacant lots (if available) on Pacific Street
 - (v) Office space will be provided free of charge two weeks prior and one week after Race week each year with minimum 1000 feet located at 1350 N. Pacific Street.
 - (vi) Provide a secure location within 4 miles of the Harbour to place three (3) storage containers free of charge year round to WTC.
 - (vii) Closed streets and parking lots in the venue area (harbor), to be determined by January 31st each year including but not limited to Meyers Street between Mission Avenue and Civic Center Drive, as well as Pier View Way between Pacific Street and Meyers Street;
 - (viii) Use of roads for a 13.1 mile run, including Pacific Street, Coast Highway through the downtown district;
 - (ix) Roads as needed on Camp Pendleton to complete 56 mile bike route;
 - (x) Space for Ironman Village at corner of Harbor and Pacific Street Lot 10 and/or Betty's parking lot and band shell area, parking lots 6 and 7 from Wednesday – Sunday of Race week or another area close to the harbour; (should they be available due to scheduled construction contracts)
 - (xi) Share in cost of shuttle, which cost in the aggregate will not exceed Two Thousand (\$2,000) dollars, for the event shuttle system to be managed by WTC.
 - (xii) Such other facilities as determined by WTC in consultation with the Advisory Committee and the City of Oceanside.

2. Services

Host shall assist in providing sufficient manpower to operate a successful Race. WTC to share one-half of the costs for all police and lifeguard services not to exceed a total of \$15,000.00. Services and manpower obligations of Host to include the following:

- (i) Medical staff and ambulance services as needed by the Race Committee (minimum –6) including paramedic/EMT personnel;

- (ii) Police services – City, County and State, as well as Camp Pendleton;
- (iii) Oceanside Police to assist in ensuring a safe swim with no boat traffic from 5:00 a.m. to 9:30 a.m. on Race day and the City of Oceanside Police Department personnel for traffic control services and general safety within city limits. Plan to be agreed upon by February 15th of each year.
- (iv) City Lifeguards as needed, but a minimum of 25;
- (v) Electricity access as needed for the Venue areas, including generators, wiring, and Electrician on site race week;
- (vi) Shuttle Services for competitors and spectators from the Pier area to the swim start on Race day as determined by Race Director;
- (vii) If WTC chooses to host an additional event, permits and approval for a weeknight 5KM run, kids Splash N Dash, and Concert as part of the Ironman 70.3 California Festival;
- (viii) City permits for an Ironman Village with Exposition for Wednesday through Sunday;
- (ix) All parking and traffic control provided by Host;
- (x) Manpower and hardware for hanging Race banners
- (xi) Adequate trash removal of designated dumpsters through the Host's contracted waste hauler;
- (xii) Host will enter into a mutual agreement with Camp Pendleton to have all bike course responsibilities on the Base fall under Camp Pendleton command renewable during each year of the agreement. Camp Pendleton Military Police will provide services for traffic control and general event safety within the Camp Pendleton base.

3. Supplies

At no cost to Host, Host shall assist in providing the following supplies available in the community, including but not limited thereto:

- (i) tables, stages, tents that are available;
- (ii) provide additional traffic control equipment as needed to supplement equipment provided by corporation.

4. Promotion

Host shall place WTC-approved Ironman event flags in the City of Oceanside for a minimum of 2 weeks prior to the Race and coordinate the placement of posters, to be supplied by WTC, in stores and retail locations. WTC will provide event flags and posters at its cost.

5. Non-Compete

Host agrees that during the term of this Agreement and upon expiration or termination of this Agreement, for a period of not less than five (5) years, it shall not produce, permit, contract or partner with any other party except WTC to conduct a long course distance (70.3 or longer) triathlon in the Venue six weeks prior and six weeks after the Event race date. If there is an addition of a 5150 race, which is a WTC-produced event, the Host shall not produce any such race or permit, contract, or partner with any other party to do so at the Venue, with the exception of the USAT Collegiate race during the Term.

EXHIBIT C

WTC Services

Obligations and Undertakings by WTC. For each Event, WTC shall comply with and provide the following, at no expense to Host:

1. **Race Administration**

All administrative matters related to the implementation of the Race shall be provided by WTC, including, but not limited to:

- (i) providing Race Director, Media Director and key Race personnel as determined by WTC;
- (ii) a detailed race plan by January 1st of each year (Draft #1)
- (iii) management for the volunteers;
- (iv) preparation of all documentation for the Race, including applications, brochures, all print materials etc.

2. **Media**

WTC shall be responsible for the following media for the promotion of the Race including providing for:

- (i) live coverage of the Race on Ironmanlive.com;
- (ii) an advertising campaign in triathlon magazine publications;
- (iii) the inclusion of Oceanside promotions in all applications, brochures and print materials for the Race;
- (iv) the inclusion of an Oceanside logo on all Race numbers, T-shirts, medals, plaques;
- (v) the inclusion of an Oceanside logo in all forms for media campaign for the Race, including, press releases, both nationally and locally;
- (vi) Camp Pendleton will be listed as a co-sponsor in written narratives and posters of the Event;
- (vii) Reasonable marketing of the City of Oceanside's accommodation facilities;
- (viii) Marketing plan to attract 2,500-3,000 athletes by January 31st of each year of the Race;
- (ix) City of Oceanside has the right to use Ironman 70.3 California triathlon in advertising and print materials

The determination of all media shall be made by the Media Director in consultation with the Advisory Committee and the Race Chairman.

3. **Local Suppliers**

WTC shall, to the best extent possible, use local suppliers for the implementation of the Race.

4. **Technical Duties**

- (i) Race equipment and manpower;
- (ii) Registrations - supplies and set-up;
- (iii) Courses - Design, supplies, police co-ordination, volunteer coordination start/finish course;
- (iv) Race announcers;
- (v) Aid station - design and supplies;
- (vi) All manpower, educators, race manuals;
- (vii) Transition supplies/setup
- (viii) Awards (presentations), videos;

- (ix) Police coordination, security and parking plans
- (x) Ordering race supplies;
- (xi) Finish line - design, supplies, setup and teardown;
- (xii) Media coordination.
- (xiii) Prize money to attract a pro field
- (xiv) Medical team for the race
- (xv) Parking and shuttle system
- (xvi) Race schedule of events provided by January 30th of each year
- (xvii) A secure storage facility and containers which will be located on City of Oceanside property
- (xviii) Five (5) complimentary entries to Camp Pendleton MCCA for the Race will be provided and five (5) complimentary entries to The City of Oceanside. Twenty Five (25) paid entries will be made available to Camp Pendleton MCCA and five (5) paid entries will be made available to the Host.
- (xix) Food and water and transportation for all necessary Camp Pendleton MCCA Military Police for traffic control on race day with contract details to be agreed upon by March 1st of each Race Year.
- (xx) All required insurance and liability coverage in the amount of two million dollars naming the City of Oceanside as an additional insured.
- (xxi) Traffic control supplies, including but not limited to, detour signs, barricades, and “no parking” signs.
- (xxii) Obtain County Health permits if required.
- (xxiii) Obtain permits for state park or other state county properties.

EXHIBIT D

Trademark Standard and Usage Guidelines

Brand Logo Specifications

The IRONMAN 70.3 Event Logo (a shown below, the "Mark") is owned by WTC and must be used consistently and not altered. Modifications, variations and incorrect use of the Mark dilute the brand marks and create consumer confusion and are not permitted. Host plays a vital role in protecting the integrity of the Mark. Please familiarize yourself with the following TRADEMARK STANDARDS AND USAGE GUIDELINES and follow them diligently when using the Mark in connection with your Event. All uses of the Mark must be approved by WTC prior to use, including use on materials, products, apparel or other items. If you have any questions regarding the use of the Mark, please contact Francys Castillo at World Triathlon Corporation at the following: Francys Castillo at 813.868.5985 or

francys@ironman.com

Mark Approval Process

Host must have obtained the prior written approval of WTC regarding each proposed use of the Mark, without exception. All approval requests for use of the Mark on all printed materials, manuals, catalogs, brochures, website content, or anything that contains a Mark, along with the digital image of the item(s) that is the subject of the request, are to be forwarded to the following email address:

eventapprovals@ironman.com

Any proposed item submitted to WTC for its approval that is not approved by WTC in writing within fifteen (15) days after receipt thereof shall be deemed disapproved by WTC.

Event Logo



Trademark Claim Notice

Notice must be given to the public that WTC claims ownership of the Mark. Therefore, the following legal notice must appear on all printed materials, products, websites and all items. It should be no smaller than 6pt font type.

“[Title sponsor] Ironman 70.3 California is conducted by the World Triathlon Corporation and the IRONMAN 70.3, M-Dot 70.3 and other trademarks are used with permission of the World Triathlon Corporation.”

For each year’s Event, WTC will inform Host of the identity of the “Title Sponsor” for purposes of inclusion in the foregoing legend to be used by Host.

Guidelines for Use of the IRONMAN 70.3 Event Logo:

- WTC must approve all uses of an Event Logo, prior to usage.
- The ® symbol is to be placed at the bottom right next to IRONMAN 70.3 when using the Event Logo to signify that the marks are registered. However, in some instances, the ™ is to be used instead; therefore, prior confirmation by WTC is required in each instance.
- Nothing can be embedded in, added to or superimposed on the IRONMAN 70.3 Event Logo.
- The Event Logo must always be used intact and as in the example above.

If you have any questions regarding the use of the Mark, please contact Francys Castillo of WTC at 813.868.5985 or francys@ironman.com.

Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

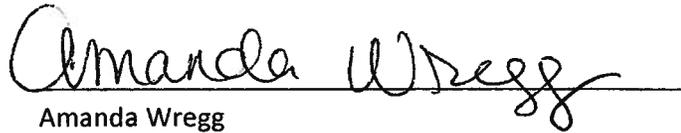
On the 13th day of October, 2011, before me, Steve Meckfessel, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public in and for the State of Florida

November 1, 2012


Amanda Wregg



AMANDA WREGG
MY COMMISSION # EE 039080
EXPIRES: November 1, 2014
Bonded Thru Budget Notary Services