ITEM NO. 7

STAFF REPORT

CITY OF OCEANSIDE

DATE: January 16, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: THREE-YEAR AGREEMENT WITH LIFE TIME FITNESS INCORPORATED TO HOST THE OCEANSIDE LIFE TIME FITNESS TRIATHLON IN OCTOBER 2013, 2014, AND 2015

SYNOPSIS

Staff recommends that the City Council approve a three-year agreement with Life Time Fitness Incorporated of Chanhassen, Minnesota, to host the Oceanside Life Time Fitness Triathlon in October 2013, 2014, and 2015; and authorize the City Manager to execute the agreement.

BACKGROUND

Visit Oceanside, in collaboration with the City, produced a request for proposal to attract an additional national special event that could generate significant visitor revenue. A committee was established representing both City staff and community leaders to evaluate potential events that could be produced off-season and at no cost to the City. Proposals were submitted by Life Time Fitness Incorporated, World Triathlon Incorporated, and USA Triathlon to hold a national triathlon event in Oceanside. The Committee recommended Life Time Fitness Incorporated, that produces the Life Time Fitness Triathlon Series, an international distance race (1.5k swim, 40k bike and 10k run). The Life Time Triathlon Series includes events in Miami, Austin, Philadelphia, Minneapolis, Chicago, Los Angeles, and Dallas. Life Time Fitness anticipates that in the first year, the Life Time Oceanside Triathlon will be a stand-alone event, with the intention to incorporate it into the Life Time Triathlon Series. Oceanside may be considered to host the series championship. The first event is expected to attract 1,200 participants, generating 800 room nights.

ANALYSIS

City Staff met with the Life Time Fitness race organizers to develop a three-year agreement to host the race through 2015 (Attachment A). The first Oceanside Life Time Triathlon is tentatively planned for October 19 and 20, 2013.

Under the terms of the agreement the City will provide the race venue, to include the swim course in the harbor and run course using Pacific Street and The Strand. A preliminary bike course has been identified, using State Route 76 from the I-5 freeway to approximately Rancho Del Oro Drive. Staff has met with Caltrans to obtain preliminary

approval for the use of State Route 76. Life Time Fitness staff will work with the City and Caltrans to finalize the bike course. Prior to each year's event, a resolution will be brought forward to Council approving the temporary street closures for the bike and run courses. The event will include a race expo to be held at the Junior Seau Amphitheater and Betty's parking lot. Life Time Fitness will be responsible for all event logistics, including course management, traffic control equipment, volunteer management and all equipment required. Under the terms of the agreement, Life Time Fitness will pay for all City support services including Police, Fire, Lifeguard, Parking Enforcement, Parks and Recreation, Public Works and Development Services. Based on preliminary logistics, staff has estimated the cost for City services at $50,000 per year and $150,000 for the total cost of the three-year year agreement.

FISCAL IMPACT

Life Time Fitness will pay all City costs, deposited into the following department accounts.

Account Name:	Account Number:	Subledger:
Special Events	500501101.4161.0016	S.100726
Special Events	600625101.4352.0001	S.100726
Parking Revenue	1101.4182	S.100726
Recreation Rental-General	935936101.4358	S.100726
Fire Inspection	550551101.4451.0008	S.100726
Lifeguard	550558101.4364	S.100726
Engineering Transportation	425423101.4161.0022	S.100726

INSURANCE REQUIREMENTS

Life Time Fitness Incorporated 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

Staff recommends that the City Council approve a three-year agreement with Life Time Fitness Incorporated to host the Oceanside Life Time Fitness Triathlon in October 2013, 2014, and 2015; and authorize the City Manager to execute the agreement.

PREPARED BY:

Terry Goodman
Recreation 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
George Buell, Development Services Director
Teri Ferro, Financial Services Director

HOST VENUE SPONSORSHIP AGREEMENT 2013-2015

Life Time Fitness, Inc.

This Host Venue Sponsorship Agreement ("Agreement") is entered into this 21st day of December, 2012 ("Effective Date") by and between, LTF Triathlon Series, LLC. a Delaware limited liability company, whose principal business address is 2902 Corporate Place, Chanhassen, MN, 55317 (hereafter referred to as "Life Time") 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" or "City"). (Life Time 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, LIFE TIME 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 LIFE TIME 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.** LIFE TIME agrees to conduct the Event, and Host grants to LIFE TIME 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, would be for three years beginning in 2013, 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 LIFE TIME during the Term.

4. **Obligations and Undertakings of Host.** In consideration of LIFE TIME selecting the Venue as the site for conducting the Event, Host agrees to provide to LIFE TIME the Host Support Services identified in Exhibit B attached hereto.

5. **Obligations and Undertakings of LIFE TIME.** LIFE TIME 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. LIFE TIME shall allow the Host and its designees to reprint photos, images, videos, logos Marks and other intellectual property ("LIFE TIME prior to using the LIFE TIME IP. LIFE TIME does retain the rights to all LIFE TIME IP, imagery and audiovisual works in connection with the Event,

Life Time Initials: ____
Host's Initials: ____

including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, internet broadcast (audio or video), videotaping, filming and photography,. LIFE TIME may, at its sole discretion, award any or all of these rights to third Parties.

c. The obligations and support services required of LIFE TIME and Host under this Agreement 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. LIFE TIME may in its reasonable discretion, in order to improve the Event, request changes in the implementation or structure of the Event in any Event year. Any such changes shall not be implemented without Host's written consent, which shall not be unreasonably withheld or conditioned, and any change in the agreed upon course will be subject to additional permitting and approvals from all applicable governmental agencies. 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 work cooperatively with LIFE TIME as to race-specific operations and technical issues. It is LIFE TIME'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 LIFE TIME 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, (LIFE TIME will provide appropriate paperwork to the City or other governmental agencies as necessary to receive final approvals from State or local governmental entites on road closures, proposed courses for the event, security or other Event-specific criteria. Host will secure all necessary local and state permits.)

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

8. **Representations and Warranties of LIFE TIME.** LIFE TIME represents, warrants and covenants to Host as follows:

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

Life Time Initials: ____
Host's Initials: ____

b. LIFE TIME 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. LIFE TIME hereby represents and warrants that LIFE TIME 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 Trademarks and/or Service Marks.**

a. LIFE TIME grants to the Host a limited, non-assignable, non-transferable, non-exclusive, terminable license to use the Mark, as defined and described on Exhibit D, in all reasonable forms of advertising, marketing and promotion by the Host or its Agents, with the prior written approval of LIFE TIME. Any use of the LIFE TIME IP shall be in conjunction with the Trademark Standards and Usage Guidelines set forth in Exhibit D, and shall receive the prior written approval of LIFE TIME. The license granted herein shall be for any LIFE TIME produced and licensed events held in Oceanside and the territory of the license shall be the Venue and the immediate surrounding areas.

b. The HOST and its Agents shall have the right to use LIFE TIME Marks, photos, video or other promotional materials. LIFE TIME must give prior written approval for all of Host's and its Agents' advertising, marketing, press releases, programs, websites, and all printed and electronic materials intended for public consumption that use the LIFE TIME IP.

c. Host may only use the Marks in connection with advertising and/or marketing materials relating to each Event, and may not utilize the Marks on any products, merchandise, souvenirs, or other items unless pre-approved by LIFE TIME in writing, which approval may be granted or denied at LIFE TIME'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 LIFE TIME 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 LIFE Time's Marks.

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

g. Host hereby grants to LIFE TIME a limited, non-assignable, non-transferable, non-exclusive, terminable license to use the City's name, logo and marks ("Host's IP") for advertising and marketing of the Event in connection with this Agreement. LIFE TIME will receive Host's written approval prior to any use of Host's IP. LIFE TIME acknowledges that LIFE TIME'S rights in Host's IP are limited to the license granted herein and Host shall continue to own all right, title and interest in Host's IP.

10. **LIABILITY INSURANCE.**

10.1. LIFE TIME shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of LIFE TIME, its agents and employees, performed in connection with this Agreement including but not

Life Time Initials: ____
Host's Initials: ____

limited to premises and automobile.

10.2 LIFE TIME shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*
Commercial General Liability Insurance (bodily injury and property damage)	
General limit per occurrence	$ 1,000,000
General limit project specific aggregate	$ 2,000,000
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of LIFE TIME under this Agreement.

10.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. LIFE TIME shall also notify the CITY'S Project Manager promptly of all losses or claims over $25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of LIFE TIME'S work.

10.4 All insurance companies affording coverage to LIFE TIME for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

10.5 All insurance companies affording coverage to LIFE TIME pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

10.6 LIFE TIME shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

10.7 LIFE TIME shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

10.8 LIFE TIME shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by LIFE TIME to provide such a substitution and extend the policy expiration date shall be considered a default by LIFE TIME and may subject the LIFE TIME to a

Life Time Initials: ____
Host's Initials: ____

suspension or termination of work under the Agreement.

10.9 Maintenance of insurance by LIFE TIME as specified in this Agreement shall in no way be interpreted as relieving the LIFE TIME of any responsibility whatsoever and LIFE TIME may carry, at its own expense, such additional insurance as it deems necessary.

LIFE TIME shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

11. **LIFE TIME'S INDEMNIFICATION OF HOST.**

To the greatest extent allowed by law, LIFE TIME shall indemnify, defend and hold harmless the HOST and its officers, agents and employees against all claims for damages to persons or property arising out of LIFE TIME'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of LIFE TIME, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the HOST, its officers, agents, or employees. LIFE TIME'S indemnification shall include any and all costs, expenses, attorneys' fees, expert 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.

LIFE TIME'S indemnification of HOST shall not be limited by any prior or subsequent declaration by the LIFE TIME.

12. **Termination.**

a. This Agreement may be terminated at any time by Life Time by providing sixty (60) days written notice to HOST. HOST may only terminate this Agreement at-will within one hundred and twenty (120) days after the most recently completed Event by providing Life Time with written notice.

b. 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.

c. Both Parties shall have the right to immediately terminate this Agreement by giving written notice to the other Party in the event that said Party 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 Party discontinues its business or a receiver is appointed for the Party or for its 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 other Party's intellectual property (LIFE TIME IP or HOST IP). 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.

d. 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

Life Time Initials: ____
Host's Initials: ____

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 LIFE TIME 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 between Host and LIFE TIME and may not be assigned or transferred, unless to an affiliate or subsidiary.

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. **Successors 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. **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:

Life Time Initials: ____
Host's Initials: ____

If to Host:

The City of Oceanside
300 North Coast Highway
Oceanside, CA 92054
Attention: Peter Weiss, City Manager
Tel: 760 435-3066
E-mail: pweiss@ci.oceanside.ca.us
(or to such other person or address as Host shall furnish to LIFE TIME in writing)

If to LIFE TIME:

Life Time Fitness, Inc.
2902 Corporate Place
Chanhassen, MN 55317
Attention: Kimo Seymour
Tel: 602-499-0721
E-mail: kseymour@lifetimefitness.com

With a copy to:

Life Time Fitness, Inc.
2902 Corporate Place
Chanhassen, MN 55317
Attention: General Counsel
Tel: 952-947-0000
(or to such other person or address as LIFE TIME 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,

Life Time Initials: ____
Host's Initials: ____

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.

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Life Time Initials: ____
Host's Initials: ____

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.

LTF Triathlon Series, LLC

By _____
Kimo Seymour
Vice President

Date: 12/21/12

By _____
Brian Senger
Assistant Secretary

Date: 12/21/12

THE CITY OF OCEANSIDE

By _____
Peter Weiss, City Manager

Date: _____

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY
BARBARA L. HAMILTON
Assistant City Attorney

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

I, Kimberly A. Siegle, a Notary Public for said County and State, so hereby certify that Kimo Seymour and Brian Senger personally appeared before me this day and acknowledged the due execution of the forgoing instrument on behalf of said company.

Witness my hand and official stamp or seal, this 21st day of December, 2012.

KIMBERLY A. SIEGLE
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2016

_____
(Seal)

Notary Public
My Commission Expires: 1-31-16

Life Time Initials: ____
Host's Initials: ____

EXHIBIT A

Event, Venue, and Term

1. **Event:** The event to be conducted at the Venue shall be both a sprint distance and international distance competitions. With a 1.5 kilometer (.93 mile) swim, 40 (24.8 mile) and 20 kilometer (14.4 mile) bicycle ride and a 10 kilometer (6.2 mile) run that will include but not limited to a race, exposition, athletic check-in and awards ceremony. (Collectively "Event")

In 2013, the Event race will take place on or about October 19 and 20th. In 2014, the Event race will take place on or about mid October (TBD). One Event will be conducted during each year of the Term; provided, however, that prior to January 30 of each year of the Term, LIFE TIME will confirm with Host the dates of each Event and race.

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 three years during 2013-2015 ("Term"), unless sooner terminated in accordance with the provisions contained herein.

Life Time Initials: ____
Host's Initials: ____

EXHIBIT B

Host Support Services

Unless otherwise expressly agreed to in this Agreement, for each Event, Host shall make available and provide the following support services on the terms and conditions set forth herein, and subject to all applicable permit requirements. LIFE TIME shall be responsible for all fees and costs associated with implementation of the Event.

1. **Facilities**

   Race setup will begin approximately 3-4 days prior to race day. Host will make available the following grounds and facilities (to the extent owned or controlled by the City of Oceanside) from 4 days before race day until days after race day.

   (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) Bike Transition areas with space for 2500-3000 bikes. Option of second transition area if space is available. One Transition area for Swim Finish / Bike Start and a second for Bike Finish / Run Start in the area above the Pier at Pacific Street South and Mission Ave.
   (iii) Automobile parking spaces for support staff parking in Harbor Parking lots (number of spaces TBD) near launch ramps. Lots will be available from Saturday morning until 6:00pm Sunday during Race days.
   (iv) Roads around the City of Oceanside shall be permitted to allow closure for bike, run and finish line:
   (v) Parking in City lots on Strand and two vacant lots (if available) on Pacific Street, number of spaces TBD.
   (vi) Closed streets and parking lots in the venue area (harbor), to be determined by October 1st 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;
   (vii) Use of roads for a 10 Kilometer (6.1 Mile) run, including Pacific Street, the Strand and Coast Highway through the downtown district;
   (viii) Roads as needed within the municipality of Oceanside to complete a 40 kilometer (24.8 mile) bike route.
   (ix) Space for Expo will be at the Jr. Seau Amphitheatre and Betty's parking lot number 30, from Saturday through Sunday of Race week.
   (x) Such other facilities needed for implementation of the Event, as determined by LIFE TIME in consultation with the City of Oceanside and approved by Host.

2. **Services**

   Host shall assist in providing sufficient manpower to operate a successful Event. LIFE TIME agrees to cover all costs incurred by the City for services such as police, fire, maintenance, parking and lifeguard. Services and manpower obligations of Host to include the following at LIFE TIME's sole cost as agreed upon by both parties:

   (i) Medical staff and ambulance services as needed by the Race Committee including paramedic/EMT personnel;
   (ii) Police services – 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 to provide traffic control services within city limits. Plan to be agreed upon by October 1st of each year.
   (iii) City Lifeguards as needed, but a minimum of 25;

Life Time Initials: ____
Host's Initials: ____

(iv) Electricity access as needed for the Venue areas;
(v) If LIFE TIME chooses to host an additional event, permits and approval for a weeknight 5KM run, kids event, or Concert will be treated as a separate contracts and not part of the Life Time Triathlon;
(vi) City permits for an Exposition for Saturday through Sunday;
(vii) All parking and traffic control ;
(viii) Installation of street Race banners
(ix) Adequate trash removal of designated dumpsters through the Host's contracted waste hauler;

Life Time Initials: ____
Host's Initials: ____

EXHIBIT C

LIFE TIME Services

Obligations and Undertakings by LIFE TIME. For each Event, LIFE TIME 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 LIFE TIME, including, but not limited to:
   (i) Providing Race Director, Media Director and key Race personnel as determined by LIFE TIME;
   (ii) A detailed race plan by April 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**
   LIFE TIME shall be responsible for the following media for the promotion of the Race including providing for:
   (i) An advertising campaign in triathlon magazine publications;
   (ii) The inclusion of Oceanside promotions in all applications, brochures and print materials for the Race;
   (iii) The inclusion of an Oceanside logo on all Race numbers, T-shirts, medals, plaques;
   (iv) The inclusion of an Oceanside logo in all forms for media campaign for the Race, including, press releases, both nationally and locally;
   (v) Reasonable marketing of the City of Oceanside's accommodation facilities;
   (vi) Marketing plan to attract 1,500-2,000 athletes by April 1st of each year of the Race;
   (vii) City of Oceanside has the right to use Life Time triathlon in advertising and print materials

3. **Local Suppliers**
   LIFE TIME shall, to the greatest extent possible, use local suppliers for the implementation of the Race.

4. **Technical Duties**
   (i) Race equipment and manpower;
   (ii) Traffic Control Plans and CalTran approvals
   (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;

Life Time Initials: ____
Host's Initials: ____

(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 90 days prior to Event each year
(xvii) A secure storage facility and containers which will be located on City of Oceanside property
(xviii) Five (5) complimentary entries and five (5) paid entries will be made available to The City of Oceanside.
(xix) Food and water for all necessary Police for traffic control on race day.
(xx) All required insurance and liability coverage which is detailed on pages 3 and 4 of the Agreement.
(xxi) Traffic control supplies, including but not limited to, detour signs, barricades, and "no parking" signs, pre-event notification signage.
(xxii) Obtain County Health permits if required.
(xxiii) Obtain permits for State highways or other State or County properties.

Life Time Initials: ____
Host's Initials: ____

EXHIBIT D

Trademark Standard and Usage Guidelines

Brand Logo Specifications
See use of marks below.

Mark Approval Process

Please email Brendan Loughrey at bloughrey@lifetimefitness.com and Mark Chapman at mchapman@lifetimefitness.com.

Event Logo(s)

LIFETIME

THE HEALTHY WAY OF LIFE COMPANY™

LIFETIME TRI

Trademark Claim Notice

Notice must be given to the public that Life Time claims ownership of the Mark. Therefore, the following legal notice must appear on all printed materials, products, websites and all items.

Life Time – The Healthy Way of Life Company and Life Time Tri are service marks of Life Time Fitness, Inc.

For each year's Event, LIFE TIME 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 Event Logo:

- LIFE TIME must be informed of all uses of an Event Logo, prior to usage.
- The ® symbol or the ™ symbol must be used in conjunction with the Event Logo as directed by Life Time.
- Nothing can be embedded in, added to or superimposed on the Event Logos.
- 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 Brendan Loughrey bloughrey@lifetimefitness.com or mchapman@lifetimefitness.com

Life Time Initials: ____
Host's Initials: ____

Statement of Authority

I, Eric J. Buss, Executive Vice President of LTF Triathlon Series, LLC (the "Company"), do hereby certify that I am Executive Vice President of the Company and that I have the powers, rights, duties and responsibilities ascribed to that office in the Company's Operating Agreement and as determined, designated or prescribed from time to time by the Company's Sole Member.

As an officer of the Company, I am authorized to sign and deliver any agreement in the name of the Company and to otherwise obligate the Company in any respect relating to matters of the business of the Company, and to delegate such authority in my discretion, within parameters approved by the Company's Sole Member, and that a matter of the business of the Company includes, but is not limited to, all aspects of producing athletic events, including, but not limited to, entering into related agreements binding the Company as well as applying for related licenses and permits (the "Production").

Therefore, pursuant to the authority granted to me as an officer of the Company, Kimo Seymour is authorized to perform all Production aspects for and on behalf of the Company, whether occurring before or after the date of this Statement of Authority. Additionally, the signature set forth below opposite of the name of Kimo Seymour is the true and genuine specimen signature of Kimo Seymour:

Name and Title	Signature
Kimo Seymour, Vice President	

IN WITNESS WHEREOF, I have executed this Statement of Authority Certificate as of October 26, 2012.

LTF TRIATHLON SERIES, LLC

Eric J. Buss
Executive Vice President

STATE OF MINNESOTA)
)
COUNTY OF CARVER)

The foregoing document was executed before me the 26th day of October, 2012, by Eric J. Buss, Executive Vice President of LTF Triathlon Series, LLC.

Notary Public

ADAM T BEBUS
Notary Public
Minnesota
My Comm. Expires
Jan 31, 2015