



***USATF***<sup>TM</sup>

**Request for Proposal and Bidding Handbook**

**2025-2026 USATF Indoor Championships**

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## I. USATF – WHO WE ARE

USA Track and Field (“USATF”) is the national governing body (“NGB”) for track and field, long distance running and race walking. USATF is a not-for-profit organization headquartered in Indianapolis, Indiana, with a nationwide membership of more than 130,000 individual members. USATF promotes the sport of Track & Field through training programs and competitions for men, women, boys, and girls of all ages. Additionally, USATF’s national governing body establishes and enforces the rules and regulations for track and field, race walking, and long distance running, and certifies records in those disciplines.

USATF is comprised of 56 member Associations that oversee the sport at the local level. Member organizations include the National Collegiate Athletic Association (“NCAA”), Running USA, the Road Runners Club of America (“RRCA”) and National Federation of State High School Associations (“NFHS”). As the NGB for track and field, USATF is a member of the United States Olympic & Paralympic Committee (“USOPC”) and World Athletics (“WA”) {formerly the International Association of Athletics Federations (“IAAF”)} and is responsible for selecting athletes to compete in Olympic Games, World Championships, Pan American Games and other international team competitions.

USATF is proud of our continued success as an organization and of our storied history; however, the past five years have been particularly special for USATF. At the 2020 Olympic Games in Tokyo, we had an outstanding performance, with 26 medals. In 2022, at the World Championships in Eugene, Oregon (Oregon22) we set a record breaking performance with 33 medals, 13 of which being Gold- higher than any other countries total medal count! On the business side, we continue to grow our partners and suppliers, and our current partners include Nike, Xfinity, Built Bar, Garden of Life, The Hershey Company, HTWO, Hyperice, KT Tape, NCSA, Toyota, UCS and Gatorade among several others. Additionally, our broadcast partner, NBC, has made a long-term commitment to the sport of track & field and road running. USATF and its broadcast partner (NBC) have committed network programming for the USATF Indoor Championships. This increased television exposure has and will continue to greatly benefit our sport by exposing the nation and the world to our athletes, who comprise Team USATF – The World’s #1 Track & Field Team.

We look forward to working with you in your efforts to host the USATF Indoor Championships.

## II. FAST FACTS

What:	The USATF Indoor Championships are the premier, annual indoor track meet in the United States for professional athletes.	
	2025 will serve as a selection event for the World Athletics Indoor Championships, which will be held in Nanjing, China on or about March 14-16, 2025.	
	2026 will serve as a selection event for the World Athletics Indoor Championships in Toruń, Poland, which will be held on or about March 20-22, 2026.	
When:	2025 – February 21-23, 2025 2026 – February 27 - March 1, 2026	
Numbers:	450	Athletes (elite level athletes attaining entry standards)
	200	Athlete Representatives (coaches, agents, trainers, etc.)
	110	USATF Competition Officials, Meet Management Staff
	40	USATF National Office Staff
	50-100	Media (national/international press, photo, and broadcasters)
	150	Local Volunteers
	6,000 – 10,000	Total tickets sold (depending on venue capacity)
	3,000	Recommended minimum seating capacity
Television:	The USATF Indoor Championships will be broadcast on NBC or its NBC partner networks.	
Projected:	\$1.4 million	Economic impact to your city
	2,000	Room nights for the local economy
Costs:	\$25,000	Rights Fee (payable during each calendar year)

## III. TIPS ON BIDDING

### **Determine the scope of the bid**

The scope, essential characteristics and requirements for staging successful USATF Indoor Championships vary. Elite National Championships are stand-alone events organized entirely from scratch. They are typically large sports and entertainment productions that feature Olympic caliber athletes and are televised nationally and internationally. Other events may be more modest in scope and requirements. If this is your first time bidding for an Indoor Championships, and your organization has never conducted a major track and field or road racing competition, we recommend that you consider bidding on a smaller championship in order to gain experience.

### **Adhere to special requirements**

There will be special requirements and considerations for your USATF Indoor Championships bid. The selected site shall include ancillary events for athletes, coaches, and their representatives, practice venues for the duration of competition, and an extensive shuttle network amongst the city.

### **Contact persons with knowledge and expertise**

Please feel free to contact any of the USATF Officers, the Track & Field Committee Chairpersons, or the USATF National Office listed on “Attachment C” of this Handbook for assistance with your bid.

### **Promote minority participation**

It is the policy of USATF to encourage the use of Minority Business Enterprises (“MBE’s”). The purpose of this program is to promote full and equal business opportunities for MBE’s in bid contracting for championship events in accordance with the goals outlined by USATF. USATF serves a racially, culturally, socio-economically and otherwise diverse constituency. The organization seeks to create meaningful opportunities for participation of women, racial and ethnic minorities, and persons with disabilities.

### **Contact your local USATF Association**

USA Track & Field is geographically divided into 56 local Associations, all of which conduct local road running and track and field activities in their respective geographic areas. These USATF Associations are experts in conducting local, and in some instances, national level competitions and have many of the answers to the questions that you may have.

USATF Regulations require that you obtain a signed acknowledgement from the relevant USATF local Association certifying that you have consulted with them concerning the role the Association will play if you are awarded an Indoor Championships (See the “Association Acknowledgement” in section X.f.). We encourage you to work hand-in-hand with your local USATF Association. A list of USATF Associations can be found in this bid document within “Attachment D.”

## IV. SITE SELECTION AND PAYMENT TIMELINE

March 30, 2024	Bids due \$5,000 bid fee due; if awarded championship will be applied to the 2025 Rights Fee
April 1 – April 19, 2024	Bids reviewed; site visits conducted
May 3, 2024	Location finalized and contract process begins
Upon contract execution January 1, 2025	\$10,000 of rights fee due (for 2025 Championships) \$10,000 of rights fee due (for 2025 Championships)
June 1, 2025 January 1, 2026	\$12,500 of rights fee due (for 2026 Championships) \$12,500 of rights fee due (for 2026 Championships)

*\*The site selection timeline dates are subject to change.*

*\*\*USATF reserves the right to award the USATF Indoor Championships in the manner it deems most beneficial to the sport, the athletes, and its constituencies.*

## V. RFP INSTRUCTIONS

It is important that all prospective bidders review these instructions closely and comply with each specific request. USATF will not review submitted proposals that are incomplete and not presented thoroughly. Please label all responses regarding the ensuing pages with the appropriate topic heading and numbering scheme.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. Three (3) complete copies and one (1) digital copy of the USATF Indoor Championships bid proposal. Proposals should be presented in binders or bound. A table of contents should be included in the bid application. To effectively illustrate your bid, photos, video content, maps, charts, etc. may be included. For digital files, bidders should combine the bid and any supplementary information into a single file that is the bid proposal.
- ii. The signed "Statement of Agreement" found in this RFP packet.
- iii. The signed "Association Acknowledgement" found in this RFP packet.
- iv. A certified check payable to "USA Track & Field" for a \$5,000 bid fee.

*The \$5,000 bid fee will be retained by USATF to cover the cost of the USATF bid evaluators initial on-site visit and administrative costs. The successful bidder's \$5,000 bid fee will be credited towards the \$25,000 rights fee. The schedule of payments can be found in Section IV of this document.*

All applications must be received no later than March 30, 2024. Prospective bidders shall send bid packages to:

Events Department  
USA Track & Field, Inc.  
130 E. Washington Street, Suite 800  
Indianapolis, IN 46204  
(317) 713-4660  
[events@usatf.org](mailto:events@usatf.org)

Digital Copies of the USATF Indoor Championships Bid Document should be provided via a zipped file or dropbox link and sent to: [Proposals@usatf.org](mailto:Proposals@usatf.org)

## VI. THE BIDDER

Hosting the USATF Indoor Championships involves joining the efforts of the host community and USATF in areas such as event administration, corporate support, marketing, promotion, local government agency support, and the selection and management of volunteers and officials.

USATF will work with the successful local organizing committee to develop marketing strategies and to structure promotional programs, develop clinics, sport science programs, coaching education clinics, school visits, and athlete programs. USATF expects the successful bidder to provide the highest quality of products and support services available to athletes, administrators, and spectators.

The USATF National Office, in conjunction with its Men's Track & Field, Women's Track & Field and Race Walk Committees, shall have overall responsibility for administration of the event. From these respective committees, a USATF Meet Management Team will be selected for this purpose. All persons and organizations involved with the staging of the USATF Indoor Championships are subject to approval by USATF and the USATF Track & Field and Race Walk Committees.



### a. LOC

The LOC designated by the winning bidder to plan and execute the USATF Indoor Championships is the catalyst for executing all local/regional/facility planning, event fundraising activities, building media relations, and the development of public awareness campaigns. The goal of this LOC is to have representation from key local entities, such as the Convention & Visitors Bureau, Sports Commission/Council, Chamber of Commerce, Mayor's and Governor's offices, media (print, radio, television), USATF Association, state high school athletic association, and the local athletics community.

The primary goals of the LOC are to: 1) provide the structure to showcase a world-class event as it relates to an athlete and fan experience 2) promote public awareness of the event within the business and civic community; 3) raise funds to support the staging of the USATF Indoor Championships; 4) work in conjunction with USATF to secure local sponsorships, develop tailored packages, and drive attendance; 5) develop community outreach programs aimed at schools, service organizations, and local USATF running clubs; 6) create initiatives that provide the city with a sense of "ownership" and a platform for building a legacy associated with the USATF Indoor Championships.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. The names of other organizations, if any, that will conduct or assist in the conduct of the event. Explain the relationships and responsibilities of any additional organizations. Include their competition planning and management experiences and background information.
- ii. Detailed information concerning the bidding organization's experience in staging major athletic competitions or other events. Please specify the event name(s), date(s), nature of event, budget, number of participants, and corporate partners, highlighting nature of their contributions.
- iii. The legal name, address, web page address, telephone and fax numbers and the legal form of the sponsoring organization bidding for the USATF Indoor Championships.
- iv. Identified and detailed opportunities for the meaningful participation of women, racial and ethnic minorities, and persons with disabilities at all levels of the planning, management and conduct of the USATF Indoor Championships, and what if any will be implemented. Provide demographic information on all these individuals (i.e. gender, ethnic background, disability).
- v. Information regarding the bidding organization's assets, existing funding sources, start-up budget, and its proposed funding sources for the USATF Indoor Championships.

**b. EVENT MANAGEMENT**

The USATF Indoor Championships will require a variety of experienced personnel from the LOC. While the successful bidding organization should not be limited to the following positions, USATF requires that the following positions be fulfilled and identified during the bidding process. Key management personnel shall possess a strong background in event production, including track and field events.

**BIDDER TO PROVIDE THE FOLLOWING:**

- i. An organizational chart of the proposed management team describing the resumes of each identified member in the local meet management team. This organizational structure shall include, but not be limited to the following:
  - 1. Event Lead
  - 2. Volunteer/SafeSport Coordinator
  - 3. In-Stadium production Coordinator
  - 4. Facility Manager
  - 5. Medical Liaison
  - 6. Press Operations Coordinator
  - 7. Security Coordinator
  - 8. Officials' Coordinator
  - 9. Transportation Coordinator
  - 10. Doping Control Liaison
  - 11. Pole Vault Coordinator

c. CITY & COMMUNITY

**BIDDER TO PROVIDE THE FOLLOWING:**

- i. Endorsements and/or letters of cooperation from universities, the community, and state or local governments.
- ii. Background information on local newspapers, TV affiliates, and top radio stations. Please include status, ratings, audiences (listenership/viewership, etc.). Provide information on the success of media coverage with past events hosted by your city. Also, indicate the expected level of media cooperation and support for the USATF Indoor Championships.
- iii. A list of all known major local and regional USATF sponsors with headquarters or offices in your region (Note: please see USATF Official Sponsors and Suppliers in Section X.d.).
- iv. A list of all major companies, including any Fortune 500 companies, located within your city or the surrounding area(s). Please indicate with which of these companies you maintain a relationship.

## VII. THE VENUE

The USATF Indoor Championships is the highest-level, domestic indoor track and field event in the United States. Accordingly, the facility, equipment and standards used should conform to “optimal” standards, standards that are often higher than those listed in either/both the USATF and WA rulebooks. As such, the following is provided as a guideline for what is expected of USATF Indoor Championships facility.

The bidder shall obtain the current USATF Competition Rulebook, the World Athletics (formerly IAAF) Handbook, and the World Athletics (Formerly IAAF) Track & Field Facilities Manual, containing the technical specifications for all track & field events and provide answers to most technical questions. While the standards in these books may be used in most areas, the specifications cited below supersede those contained in either/both of the rulebooks listed above.

The LOC must provide the exclusive use of the facility from three days prior to the start of the USATF Indoor Championships through (and including) the day following the last day of competition. This time period will allow for proper set-up of the event, tear-down, and clean-up after the event.

The following items are the desired and optimal specifications for each of the competition venues.

## a. TRACK OVAL

The track must be a 200-meter oval. A radius of 19.00 meters, or greater, is considered to be optimal. Track ovals with multiple radii are acceptable.

The track must have 6 lanes around the oval and on the sprint-hurdle straightaway, with 8 lanes being strongly preferred on the sprint-hurdle straightaway. It is also strongly preferred that the sprint-hurdle lanes be inside the track oval. All lanes should be viewable by television cameras placed in the stands above the finish lines. Lanes must be a minimum of .90m (36" approx.) on the oval, and either 1.22 or 1.07 meters (48" or 42") wide on the sprint-hurdle straightaway.

The track must be striped/marked to USATF and/or World Athletics specifications, and this striping should include any special marks required to conform to current automatic timing requirements.

The running track and jumps runways must be a synthetic surface, with such material meeting the highest standards under the current World Athletics Track Certification Program.

All running, jumping and throwing areas must meet WA specifications as to allowable slopes and inclinations.

The track must have curbing around its circumference that meets World Athletics specifications. This curbing must be removable, where necessary, for jumpers' unobstructed use of field event areas.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. The composition of track surface, brand name, specific model name, surface thickness, and surface/re-surface date(s).
- ii. The number of lanes on straightaways and around the track.
- iii. The width of lanes.
- iv. The circumference of the track (provide surveyor's dimension). PDF, AutoCad format preferred.
- v. Distance measurements of the track.
- vi. The number of finish lines and their location(s) with distances to the end of the track.
- vii. The radius of curves; true arc or broken back curves. If latter, give radii.
- viii. Length and type of shoe spikes that may be used on the track surface.
- ix. The composition of raised inside curb, including height and width (curb must extend around the entire track).

## b. HORIZONTAL JUMPS

There must be two (2) horizontal jumps runway/landing area inside the track oval to be considered to be optimal. Horizontal jumps runway should be between 1.07 and 1.22 meters (42" & 48") in width, and a minimum of 40m in length for both the long jump and triple jump events.

The recommended placement of horizontal jumps boards is as follows: Long Jump (men & women) = 3.0 meters (9'10"), Triple Jump (men) = 13.0 meters (42'8") and Triple Jump (women) = 11.0 meters (36'1").

The sand filling the horizontal jump pit must be of the finest quality, free of any debris, soft, damp, be level with the take-off boards and thoroughly maintained throughout the competition season.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. The composition of runway surface, brand name, specific model name, surface thickness, and surface/re-surface date(s).
- ii. The number of runways and configurations of pits.
- iii. The width of the runways.
- iv. Distance measurements of the runways.
- v. Length and type of shoe spikes that may be used on the runway surface.

## c. POLE VAULT

There must be one pole vault runway/landing pit inside the track oval to be considered optimal. The pole vault runways should be between 1.07 and 1.22 meters (42" & 48") in width, and a minimum of 40 meters in length, as measured from the back edge of the pole vault plant box to the start of the runway.

The pole vault landing pit must be of the current highest quality and size, with a minimum pit width of 6.00m (19'8") and minimum pit depth of .80m (32") and 6.15m in Length, 5.00m as measured from behind the plant box.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. The composition of runway surface, brand name, specific model name, surface thickness, and surface/re-surface date(s).
- ii. The number of runways and configurations of landing pad(s).
- iii. The width of the runways.
- iv. Distance measurements of the runways.
- v. Length of shoe spikes that may be used on the runway surface.
- vi. The make and model of landing pad(s) and standards.

## d. HIGH JUMP

There must be one high jump area/landing pit inside the track oval. A facility having a second high jump area/pit, also inside the oval, is considered to be optimal. The area should have minimum approach of 22.86 meters (75'0") meters, as measured outwards from below the high jump bar, and a minimum width of 15.24 meters (50'0"). Approach areas of 27.44 meters (90'0") by 18.29 meters (60'0") are considered to be optimal. Landing area dimensions should be 6m long x 4m wide.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. The composition of takeoff surface, brand name, specific model name, surface thickness, and surface/re-surface date(s).
- ii. The number jump zones and configurations of landing pad(s).
- iii. Distance measurements of the "D" zones.
- iv. Length of shoe spikes that may be used on the takeoff surface.
- v. The make and model of landing pad(s) and standards.

## e. SHOT PUT

There should be one shot put circle/landing area located within close proximity of the track. A facility with the ability have a shot put sector on the infield of the oval is to be considered optimal. Either a permanent or portable throwing circle may be used, provided it conforms to USATF and WA specifications. The landing area shall be a 34.92-degree sector, with an unobstructed distance of 27.44m (90'0") to the back wall.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. The composition of throws ring and surface/re-surface date(s).
- ii. The location of shot put rings and sectors relation to track layout (inside or outside).

## f. WEIGHT THROW

There should be one weight throw circle/landing area located within close proximity of the track. This circle must be protected with an indoor protective cage meeting the highest current standards. Either a permanent or portable throwing circle may be used, provided it conforms to USATF and WA specifications. The landing area shall be a 34.92-degree sector, with an unobstructed distance of 28.96 meters (95'0") to the back wall.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. The composition of throws ring and surface/re-surface date(s).
- ii. The location of the weight throw ring and sectors relation to track layout (inside or outside).
- iii. The make and model of protective cage(s) conforming to USATF/World Athletics standards.

## g. WARM-UP, PRACTICE, AND AUXILIARY FACILITIES

These areas are vital as pre-competition and post-competition sites for athletes and their support team and also house essential meet operations personnel.

Practice and warm-up areas must be provided for the athletes and must be available for use for the duration of the USATF Indoor Championships, with accommodations made outside of competition hours. A separate warm-up area is required during competition hours.

To be considered optimal, a facility would have a warm-up stretch with the same or similar surface to the competition venue and enough space around the warm-up area for general warm-up activities and meet management activities, such as medical and clerking.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. The composition of the types of warm-up surfaces for all events. If applicable, brand name, specific model name, surface thickness, and surface/re-surface date(s).
- ii. The location of the practice area in relation to track venue, including dates and times of availability of each location.

## h. TECHNICAL AREAS AND SYSTEMS

In addition to the facilities described above, there are other technical systems that are required for a site to host the USATF Indoor Championships in support of in-stadium and broadcast production efforts.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. Information on the arena's existing and/or proposed power system and details regarding a dedicated power supply for broadcasting.
- ii. Information on the arena's existing and/or proposed audio system. Capabilities should include functionality in the practice/warm-up track.
- iii. Information on the venue's existing and/or proposed videoboard(s) and specs required to produce material and interface with timing.
- iv. Information on the venue's existing and/or proposed lighting system, including average foot candles, coverage area, and type.
- v. Information regarding the venue's existing and/or proposed press box/area(s). Indicate the number of existing workstations, available power supply, and internet access within the press box/area.
- vi. Indicated space and proposed location of television compound and the status of the facility conduit system.
- vii. Indicated space and proposed staging area for placement of television cameras and photographers.
- viii. Information regarding the venue's existing and/or proposed media mixed zone, placed within close proximity to athlete flow.



- ix. Information regarding the venues loading dock including details such as height, loading plate information. LOC should expect at minimum 1 – 52' semi- trailer for this event.

### i. FACILITY AND EVENT OPERATIONS

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. An arena capacity and seating manifest for the event. The recommended seating capacity is 3,000 including permanent seating, temporary seating, and standing room only.
- ii. A parking manifest to accommodate for free parking, if not walking distance to host hotel, for up to 50 USATF officials, athlete shuttles, and television production vehicles. Indicate the location of the area(s) in relation to the venue.
- iii. An emergency action plan for the arena and adjunct facilities being used for the event.
- iv. A proposed area for hospitality suites or areas within the venue, along with identified VIP spectator seats.
- v. Information regarding any/all exclusive promotional and/or marketing agreements with the LOC and/or the stadium. Provide information on any existing or pending arena contracts such as corkage fees, commercial signage/advertising tenants, and concessions vendors. Please note that USATF requires a “clean” venue. Indications should be submitted on how the LOC plans to cover existing or permanent signage, if any.

### j. EXPO & FAN AREA

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A proposed map of exposition space highlighting vendor locations, entertainment stage(s), merchandising location(s), video board(s), and additional plans.
- ii. Entry requirements, if any, for the general public as well as hours of operation.

## VIII. AMENITIES

### a. HOUSING

Housing, meals, and meeting rooms are a necessary and essential aspect of conducting the USATF Indoor Championships. The Bidder's proposal should take into account the needs of athletes, competition officials, and meet management personnel.

USATF shall review, designate and contract with the chosen property for the USATF Indoor Championships headquarters and athlete hotels. USA Track and Field Headquarter and Athlete hotels should include the following concessions: accumulative complimentary nights (ex: 1 per 35 comp to be applied to master bills); upfront complimentary rooms for staff; staff rated rooms including breakfast that are exempt from commission and rebates; upgrades to suites or higher grade rooms; discounted or comp parking for staff; complimentary meeting space with complimentary Wi-Fi; reduced performance clauses (must be accumulative and not per night). USA Track and Field has the right to designate a third-party housing partner of its choice.

Please note that the LOC may contract with hotels to generate rebates and commission for non-credentialed persons. All Headquarter and Athlete hotels will include commission and rebate that will be payable back to USA Track and Field and/or the designated third party housing entity advised by USA Track and Field.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A list of the names of hotels that will participate in your proposed housing program(s), the number of total rooms available per hotel and/or properties, committed room rates (with commission and rebate) (with or without meals) for singles, doubles, triples, all suites etc., as well as meeting room space availability. Please provide hotel floor plans and indicate meeting rooms available for USATF use.
- ii. A proposed hotel or dorm housing plan for up to 100 USATF Certified Officials at LOC expense. These can be double rooms for not more than four (4) nights.
- iii. A proposed hotel housing plan for up to twenty-five (25) USATF Meet Management personnel. These shall be single rooms for not more than five (5) nights at LOC expense. The LOC is also responsible for ground transportation to and from the airport and hotel, single occupancy, for these individuals.
- iv. A proposed housing plan of offering for press, administrators, and spectators. Those individuals will cover their own costs. Briefly explain your proposed accommodations program for these groups of people. Indicate where each housing option is located with respect to the stadium/track and field facility and headquarter hotel.
- v. If bidder is proposing to use local colleges and universities for on-campus housing, please provide information about room availability, location of each dorm and dining facility, costs per room (with or without meals), type of room, number of persons per room, available housekeeping service and type of cooling system (i.e. available air-conditioning), etc. If bathrooms are shared, indicate how they are shared. Note: on-campus housing should be a secondary housing resource. However, such housing may be adequate to

offer officials, athletes, coaches and others who may desire these accommodations. Notwithstanding anything herein to the contrary, all housing shall nonetheless be in accordance with Section 7.1 of this RFP.

### b. MEALS & HOSPITALITY

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A meal services plan for officials, volunteers (as determined by local organizers), meet management, announcers, timing, webcast and working press. The extent of volunteer meals is at the organizer's discretion; however, USATF strongly recommends an adequate volunteer meal plan be included in your bid.
- ii. A list of eating establishments, including fast food restaurants and grocery stores within easy walking and driving distances of all proposed housing properties. Specify distance (i.e. one-half mile) to the Headquarter Hotel and hotels and the restaurant dining hours.
- iii. Indicate hospitality arrangements (i.e. Welcome Function, on-site at facility, key housing properties) for athletes, coaches, meet officials, and USATF VIP guests.

### c. MEETING SPACE

Defined areas must be provided in the venue for a variety of functions before, during, and after USATF Indoor Championships competition. A summary of the requirements can be found below. Minimum size and structure requirements for each are noted in parenthesis.

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. USATF Work Space (400 ft<sup>2</sup>, located within venue)
- ii. USATF Meet Management and Referee Space (400 ft<sup>2</sup>, located within venue)
- iii. Video Review Space (400 ft<sup>2</sup>, located within venue)
- iv. Protest Space (100 ft<sup>2</sup>, located within venue)
- v. Jury of Appeals Space (100 ft<sup>2</sup>, located within venue)
- vi. Doping Control Space, min. two private restrooms (1,600 ft<sup>2</sup>, located within venue)
- vii. USATF Certified Officials Space (2,000 ft<sup>2</sup>, located within venue)
- viii. Volunteer Space (2,000 ft<sup>2</sup>, located within venue)
- ix. USATF Hospitality Space (2,000 ft<sup>2</sup>, located within venue)
- x. Local VIP Hospitality Space (2,000 ft<sup>2</sup>, located within venue)
- xi. Emergency Medical Service Space (400 ft<sup>2</sup>, located within venue)
- xii. Medical Service Space (600 ft<sup>2</sup>, located near warm-up area)
- xiii. Media Mixed Zone Space (400 ft<sup>2</sup>, located within venue)
- xiv. Media Work Space (4,000 ft<sup>2</sup>, located within venue)
- xv. Team Processing Space (16,000 ft<sup>2</sup> located within venue or close proximity)
- xvi. Credentialing Space (8,000 ft<sup>2</sup> located within venue or close proximity)

## IX. LOGISTICS

### a. TRANSPORTATION

A complete transportation plan must be submitted with your bid. The plan should include overall considerations such as location, air travel, city-wide street systems and mass transportation options. In addition, event-specific considerations should be presented in detail.

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A list of transportation systems within your city/community available for public use which provide access to the competition facility and hotels. Indicate the plan for coordination of transportation routes with state and local authorities. Indicate the name(s) and location(s) with respect to the housing sites, stadium and other athlete facilities
- ii. A plan for free transportation (i.e. shuttle bus) for athletes, meet management and officials to and from the airport and the housing facilities throughout competition, beginning two (2) days prior to competition day. Transportation services to and from the headquarter hotel and the competition and practice facilities must also be furnished. Special early arrival arrangements must be made for the transportation of USATF Meet Management that are responsible for conduct of the USATF Indoor Championships.
- iii. A descriptive plan for airport greeting and shuttle bus services.
- iv. A plan for transporting vaulting poles to/from airport, practice, and competition venues.

### b. SECURITY

A complete security plan must be submitted with your bid. In addition, event-specific considerations should be presented in detail.

#### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A proposed credential security plan to control access at key venues locations, event transportation, and hospitality (athletes, coaches, officials, and USATF VIP guests). USATF, in consultation with the LOC, will produce the event credentials at USATF expense. USATF reserves the right to place national sponsor or supplier advertising on USATF Indoor Championships credentials and lanyards.
- ii. A plan for recruitment, staffing, and implementation of a uniformed security company for all key venues and access points.
- iii. A detailed operations plan describing the involvement of local, state and federal government law enforcement agencies for all USATF Indoor Championships security issues (i.e., terrorist alerts, homeland security, and severe weather).
- iv. Emergency Action Plans for the facility and any proposed ancillary facilities.

**c. MEDICAL**

A complete medical plan must be submitted with your bid. The plan should include overall considerations such as locations and dimensions of sites as well as non-medical related expenditures to support this effort.

**BIDDER TO PROVIDE THE FOLLOWING:**

- i. A thorough plan for emergency medical services, including ambulance services for spectators, officials, and competitors, with defibrillators. Please include names of hospitals and their proximity to the competition facility. Also, specify routes and emergency transportation modes.
- ii. Identified areas and locations available for athlete massage and related medical/training services at the headquarter hotel for personal medical and at the competition facility for meet medical.
- iii. A plan for identification and naming of a Medical Liaison that would coordinate with a USATF-named Medical Director. The Medical Liaison would be responsible for assisting USATF medical staff with the planning and delivery of athlete care at the competition facility, as well as assisting USATF staff with the recruitment of volunteer medical professions to provide services at the competition site.
- iv. A communications plan for the medical crew, especially as it relates to emergencies and warm-up areas not proximate to USATF Indoor Championships competition facilities.
- v. Emergency Action Plans for the facility and any proposed ancillary facilities.

## X. BUSINESS SECTION

### a. GENERAL REQUIREMENTS

- i. The successful bidder will be required to execute and be subject to the obligations contained in the Bidder Statement and the formal USATF Indoor Championships contract, including the payment of the rights fee.
- ii. The successful bidder will be required to complete and pay for a USATF Sanction via USATF.org
- iii. The bidder must demonstrate its financial responsibility to pay all of the expenses of the USATF Indoor Championships. When requested, the host must show evidence of financial fitness and must furnish USATF with periodic financial statements from the date of award of the USATF Indoor Championships through the competition. The successful bidder shall permit USATF to inspect and audit its financial statements and records upon five (5) days notice.
- iv. LOC will be required to promote and advertise the USATF Indoor Championships in a first-class manner employing all customary means (print, radio, television, website, etc.). All proposed advertising copy, designs, photos, drawings and logos must be approved in advance by USATF. LOC shall give USATF partners the first right and opportunity to provide and be associated with and/or included in all USATF Indoor Championships advertising efforts. Non-USATF partners cannot be included in the advertising or promotional efforts of the USATF Indoor Championships without the express, written consent of USATF. USATF requires a minimum of five (5) business days to review and approve all marketing, advertising and promotional materials. All existing or planned promotional, advertising, and ticket sales plans or programs must be detailed.
- v. A proposed budget must be submitted with the Proposal (see “Projected Operation Budget”). Income from designated revenue sources must follow guidelines described in this RFP.
- vi. General liability, directors’ and officers’, automotive liability, workers’ compensation, and other insurance policies will be required with limits and policy details to be determined. Bidders should outline proposed insurance and risk management plans for the USATF Indoor Championships.
- vii. USATF owns all revenue sources, as well as all media and licensing rights; however, some of these rights will be granted preemptively to the LOC and others. In general, USATF will grant rights to tickets sales, in-stadium food and beverage concessions (with the exception of USATF sponsor activation), and certain local partnerships (“local revenues”) to the LOC that do not conflict with USATF Official Partners and Suppliers. The grant of these revenue sources will be subject to venue-specific negotiation and revenue sharing. Accordingly, LOCs should propose a complete local revenue plan as part of its bid. This plan must include a comprehensive ticket and event marketing plan and promotions program. Advice may be provided to LOCs as it relates to marketing and promotions packages upon request. However, no negotiations will occur until after a USATF Indoor Championships site has been selected.

- viii. USATF shall have the unfettered right to permit each of its sponsors to activate at the Championships without USATF or its sponsor incurring any additional charges for such activation. USATF will be responsible for the incremental direct costs of fulfilling its sponsorship obligations; however, the LOC must cooperate with all contractual requirements. For example, USATF sponsors receive program ad pages (in general, one full page ad per sponsor including Nike on the inside or outside of the back cover), logo placement on meet publications, and other collaterals, thus the LOC is obligated to include those logos at no charge to the sponsors or USATF. For the sake of clarity, the LOC shall ensure neither USATF nor any of its sponsors are charged corkage fees, food and beverage fees, or similar fees associated with the activation of a sponsor in a food and/or beverage category at the Championships and said sponsor shall be permitted the opportunity to serve its product at the Championships.
- ix. LOC may host an exposition area and may charge local partners and suppliers, that do not conflict with USATF Official Partners and Suppliers, for the right to display their goods and services; provided, however, that USATF shall be given the first right and opportunity to obtain for the use of its national sponsors and suppliers, up to ten (10) prime locations, and the basic services associated with each location, free of charge to USATF and/or its sponsors and suppliers.

### b. LEGAL REQUIREMENTS

- i. After the Bid is awarded, it remains subject to site and compliance review to monitor the progress towards fulfilling the obligations and requirements contained herein and those resulting from subsequent site-evaluation visits. Bidder's failure to successfully complete the site and compliance reviews may result in forfeiture of the Bid Deposit and/or removal of Championships from the successful Bidder, or both.
- ii. The successful Bidder must satisfy the pre-conditions stated in the Bid (including any and all attachments hereto). If the successful Bidder fails to meet these obligations, then USATF reserves the right to withdraw the award of the Championships and re-award them to another Bidder, pursuant to the procedures outlined in USATF Regulation 18-F-10 or assess a penalty of up to \$2,000 per infraction.
- iii. The successful bidder will execute and be subject to the obligations contained in the Bidder Statement of Agreement, and this Bid Application, including any and all attachments, particularly attachment E. Said documents shall be on USATF's standard form. When awarded the opportunity to host the Championships, the successful Bidder will have sixty (60) days following the date the Championships are awarded (as noted in the Bidder Statement of Agreement herein) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the Bidder Statement of Agreement, including the Bid Application and any and all attachments shall constitute the full and final contract between the parties. In the event an agreement cannot be reached within said sixty (60) day period, the successful Bidder shall either withdraw, in writing, its Bid

Application for the Championships or it will be deemed to have agreed to all of the terms and conditions of the attached Bidder Statement of Agreement, including but not limited to the Bid Application and attachments incorporated therein. Additionally, in the event an agreement is not executed within said sixty (60) days following the date the Championships are awarded, USATF, in its sole discretion and with no further obligation or liability to the successful Bidder, shall have the right to rescind its award of the Championships to the successful Bidder. At that time, USATF may award the Championships to another bidder.

- iv. USATF shall have the right to make modifications to the terms of this Request for Proposal until such time as USATF and the successful bidder execute an agreement, as noted above.
- v. The successful Bidder agrees to adhere to any and all USATF, WA and USADA policies, procedures, rules and/or regulations.
- vi. The Americans with Disabilities Act, which went into effect January 26, 1992, requires that public establishments offer equal access and services to people who are physically and mentally disabled. The facility must agree that it will be in compliance with all applicable cities, state or federal regulations concerning access and seating for people with disabilities.
- vii. USA Track & Field, Inc. specifically disclaims any responsibility to investigate the safety or code compliance of the facility and parking lots or the component products, equipment, materials, designs and constructions.
- viii. Please provide any additional information that you believe will assist USATF in deciding whether to award the Championships event to your organization. (Attach additional sheets, if necessary.)

### c. SafeSport Requirements

USA Track & Field has been committed to creating a culture that clearly advocates, and provides for, a safe environment in which our athletes compete and train. We believe this is paramount to the success of all our programs.

For the safety of our athletes, as well as all our member participants, USATF adopted the USATF Safe Sport Program back in 2014. Safe Sport at USATF aims to prevent sexual misconduct and abuse, bullying, hazing, harassment, physical abuse, and emotional abuse, in the sports of LDR, racewalking, and track and field. Our goal is to create a clear culture of awareness to protect the participants in our sports at all levels.

USATF's Safe Sport Program includes elements of governance, advocacy, education and communication, in addition to compliance and monitoring. An important aspect of USATF's Safe Sport Program is the requirement that certain individuals within USATF be USATF 3-Step SafeSport Compliant. USATF currently requires members of the following groups to be USATF 3-Step SafeSport Compliant: USATF National Office Staff, USATF Board of Directors, USATF registered coaches, club coaches, USATF certified officials, authorized athlete representatives, club leadership (i.e. club presidents, administrators, secretaries,



coaches, etc., Association Safe Sport Volunteer Coordinators, and anyone with a role assigned to them on USATF Connect), National Team staff and other selected personnel, National Team Athletes, National Committee Chairs, Association leadership, Youth Executive Committee members, AAC Executive Committee members, AAC Event Leaders, contractors/vendors with access to athletes, and any other adult who has Authority and/or Regular Contact over athletes.

In order to be USATF 3-Step SafeSport Compliant, these individuals must: 1) have a current USATF membership, 2) successfully complete the appropriate annual USATF background screen (which includes acknowledgement of the USATF SafeSport Handbook and an agreement to abide by the respective code of conduct), and 3) successfully complete the U.S. Center for SafeSport Core Training or appropriate Refresher Course, before having contact with athletes.

- i. USATF requires all National Championship meet volunteers, workers, and staff **who have regular contact with athletes** to be USATF 3-Step SafeSport Compliant (as described above). Additional information about this program can be found [here](#).
- ii. USATF requires all National Championship meet volunteers, workers, and staff **who do not have regular contact with athletes** to obtain a USATF Membership and complete the Safe Sport for Volunteers training.
- iii. All meet volunteers should be USATF Safe Sport Compliant two (2) weeks prior to the Event Start Date.
- iv. If successful Bidder is using vendors that have access to athletes at a National Championship, USATF expects SafeSport language to be included in each agreement. For example, this would occur if Bidder is using face painters, DJs, balloon twisters, etc. that are working as independent contractors and not under the purview of this Bid Application or Agreement. Examples of SafeSport contract language can be found on our website [here](#).
- v. After the Bid is awarded, the award of the Event remains subject to USATF SafeSport Compliance and review to monitor the progress towards fulfilling the USATF SafeSport obligations and requirements contained herein. Bidder's failure to successfully complete USATF 3- Step SafeSport Compliance of the Championships may result in forfeiture of the Bid Deposit and/or removal of the Championships from the successful Bidder.
- vi. USATF requires its coaches, officials, volunteers, and other meet workers of its National Championships to refrain from all forms of misconduct, which include without limitation:
  1. All forms of sexual misconduct, including child sexual abuse
  2. Emotional misconduct
  3. Physical misconduct
  4. Bullying
  5. Harassment
  6. Hazing
  7. Any other policy or provisions contained in USATF's SafeSport Handbook

- vii. It is a violation of USATF's [SafeSport Handbook](#) if a USATF National Championship meet volunteer, worker, and/ or staff knows of misconduct, but does not report that misconduct immediately to USATF. Coaches, officials, volunteers, and other meet workers at National Championships are required to report violations of USATF's SafeSport Handbook and suspicions or allegations of child physical or sexual abuse.
- viii. USATF requires allegations or suspicions of sexual abuse, harassment, and misconduct to be reported to the U.S. Center for SafeSport [here](#), and local law enforcement, if applicable.
- ix. USATF requires allegations or suspicions of bullying, hazing, harassment, physical abuse and misconduct and emotional abuse and misconduct to be reported to USATF [here](#).
- x. The successful Bidder shall ensure that adequate safety and security services are available for the duration of the National Championships per Section XIX of this Bid Application.

### **BIDDER TO PROVIDE THE FOLLOWING:**

- i. A list of meet volunteers must be provided to the National Office via email at [safesport@usatf.org](mailto:safesport@usatf.org) in advance of the Event Start Date to ensure USATF 3-Step SafeSport Compliance is met. This list is to be updated on an ongoing basis as volunteers are acquired for the Championships. For example, a Google Sheet/Doc may be shared with [safesport@usatf.org](mailto:safesport@usatf.org) that contains a list of names of each volunteer, that USATF will monitor for USATF membership registrations, USATF background screen completions, and SafeSport training completions.

d. TYPICAL ALLOCATION OF REVENUE SOURCES

i. USATF Rights

1. Event Rights Fee
2. National Sponsors
3. USATF Hospitality Suites
4. Venue Signage (National Sponsors)
5. National Publication Rights
6. Merchandising and Licensing Rights
7. Television and Internet Broadcast Rights
8. Radio Broadcast Rights
9. National Marketing and Promotion Programs and Events
10. Entry Fees

ii. Bidder Rights

1. Tickets/Gate Receipts <sup>(1)</sup>
2. Local Sponsor/Promotional Partners
3. Local Sponsor Hospitality Suites
4. Contributions, Grants, VIK, and Other Support
5. Event Publications and Souvenirs
6. Food and Beverage Concessions
7. Hotel Rebates for Non-Credentialed Visitors
8. Event Expo
9. Spectator Parking
10. Other On-Site Services

*(1) Subject to providing USATF, at no cost, with adequate tickets and program ad pages to fulfill its contractual and other obligations*

*Note: Certain revenue sources may be shared or assigned to the local organizers based on separate negotiations.*

**e. USATF OFFICIAL SPONSORS AND SUPPLIERS**

The following are the existing Official/National sponsors of USA Track & Field. USATF is constantly adding to this list and all sponsors/suppliers of USATF automatically become USATF Championship sponsors no matter when they are added.

<u>USATF Sponsors</u>	<u>Product Category</u>
Comcast/Xfinity	Broadband communications services to residences and businesses including, without limitation, Multichannel Video Programming Distribution (including video on demand), broadband Internet access, wireline digital telephone, and home security and automation services.
Garden of Life	Protein powder, vitamins, probiotics
KT Tape	Kinesiology tape; elastic sports and fitness tape and related recovery products designed for muscle, ligament and tendon pain relief and support.
Hershey's	Chocolate and non-chocolate confectionery; Snack Nuts, Chocolate spreads, peanut butter and other nut butters; Dessert toppings and ice cream toppings; Milk Modifiers (including chocolate syrup and cocoa powders but not including chocolate milk); Baking Products; Popcorn (RunJumpThrow only)
HTWO	Hydrogen-Based or Unfused Foods, Beverages, Nutraceuticals and Therapies. (Masters Only)
Hyperice	Recovery technology
Next College Student Athlete (NCSA)	College recruiting services
Nike	Athletic apparel, accessories, footwear, and any other body coverings worn and ancillary items which are worn or used or suitable to be worn or used while participating in athletic activities or athletic related activities; excludes sunglasses and watches

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Orlando Health	Medical Network (Florida Region)
Prevagen	Dietary supplements to support brain health
Toyota	Vehicles and Mobility, including, but not limited to the following: (i) vehicles (including automobiles, trucks and sport utility vehicles) and parts and accessories; (ii) vehicle systems, including and not limited to, safety-related support systems, vehicle optimal control systems, road navigation support systems, and optimal transportation systems that interface with personal devices and traffic data centers, (iii) vehicle financing and leasing services; (iv) vehicle repairs, maintenance and services, and related products and tools; (v) mobility products including and not limited to, mobility robots and medical devices to support mobility; and (vi) mobility services, including and not limited to vehicle sharing and transportation services.

### USATF Suppliers

### Product Category

Gatorade	Fluid and electrolyte replacement (hydration) and enhanced waters.
United Canvas & Sling (UCS)	Track & Field equipment and training equipment.

**f. PROJECTED OPERATIONS BUDGET**

A thorough projected operations budget will be reviewed and considered by the USATF Track & Field Committees and National Office. Please do not limit budget considerations to only the sample items found below:

**BIDDER TO PROVIDE THE FOLLOWING:**

**Revenues:**

- Local sponsors/promotional partners
- Event publication and souvenir sales
- Contributions, grants, VIK, and other support
- Local sponsor hospitality suites
- Food and beverage concessions
- Spectator parking
- Advertisements (USATF-approved)
- Event expo rental (USATF-approved)
- Other on-site services (USATF-approved)

**Expenses:**

- Meet Operations
  - Facilities Rental and Venue Services
  - Telecommunications
  - Equipment Rental
  - Emergency Medical Services
  - Competition Equipment
  - Drug Testing
  - Athlete, Officials' Fluids
  - Competition and Officials Housing and Meals
  - Timing
- Athlete Services
- Meet Management
- Event Signage and Venue Dressing
- Uniforming
- Security
- Ground Transportation
- Awards and Award Ceremonies
- Ticketing
- Media Services
- Promotions and Marketing
- Volunteer Services
- Fees and Services
- Administration and Office Costs
  - Staff Salaries and Benefits
  - Travel and Meetings
  - Temporary Services
  - Office Occupancy
  - Supplies and Stationery
  - Technology
- Other

g. USATF ASSOCIATION ACKNOWLEDGEMENT

**BIDDER TO PROVIDE THE FOLLOWING:**

I, \_\_\_\_\_, on behalf of the  
\_\_\_\_\_ Association of USA Track & Field, Inc.  
hereby acknowledge that the Association has been consulted by  
\_\_\_\_\_(LOC) regarding the role it shall play if  
LOC is awarded the USATF Indoor Championships.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Association: \_\_\_\_\_

h. STATEMENT OF AGREEMENT

**BIDDER TO PROVIDE THE FOLLOWING:**

I, \_\_\_\_\_, on behalf of the entity seeking to host the \_\_\_\_\_ USATF Indoor Championships, represent and warrant that I have thoroughly read and reviewed the foregoing RFP document. I understand all the requirements for hosting a USATF Indoor Championships and I have the express authority to submit this Proposal on behalf of \_\_\_\_\_. In particular, Bidder understands that it does not have the right to contract with any sponsor, supplier, or vendor without the express written consent of USATF. If awarded the right to host the \_\_\_\_\_ USATF Indoor Championships, I understand and agree that I must comply with each and every requirement stated in the RFP document, as modified only by mutual agreement, as well as all applicable USATF and WA Competition Rules and Regulations, and with the WA Track & Field Facilities Manual. This statement, the Proposal, and USATF award of the right to host the USATF Indoor Championships constitute a binding contract.

Each and every statement, promise, chart, photograph or submission made in conjunction with the submission of this Proposal document is true and accurate, as of the date of this submission. If, due to subsequent events or inaction, any statement, promise, chart, photograph or submission made herein is no longer true or capable of being fulfilled as required by the Proposal, then I shall immediately notify USATF of this fact. For purposes of the preceding sentence, I understand that I am obligated to notify USATF within forty-eight (48) hours of the discovery that any aspect of the attached Proposal has become untrue or is incapable of performance.

I, \_\_\_\_\_, individually and on behalf of \_\_\_\_\_ represent and warrant that the foregoing document and its attachments or amendments are true and accurate and do not omit or misrepresent a material fact or seek to promise to deliver on a promise that is incapable of being fulfilled. USATF reserves the right to withdraw the award to host the championships at any time due to LOC's inability to fulfill the conditions and promises stated in its bid application, or as modified by mutual agreement, or in the event that USATF learns that representations and/or statements contained in your bid are untrue or incapable of



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performance. Under said event, USATF may retain the bid deposit, as liquidated damages and not as a penalty.

When awarded the opportunity to host the Championships, the successful Bidder will have sixty (60) days following the date the Championships are awarded (as noted below once this Statement of Agreement is executed by USATF) to negotiate in good faith any modifications it may request. Following said sixty (60) day period, the parties acknowledge that the Statement of Agreement, including the Bid Application and any and all attachments, shall constitute the full and final contract between the parties. In the event an agreement cannot be reached within said sixty (60) day period, the successful Bidder shall either withdraw, in writing, its proposal for the Championships or it will be deemed to have agreed to all of the terms and conditions of this Statement of Agreement, including but not limited to the proposal and attachments incorporated therein. Additionally, in the event an agreement is not executed within sixty (60) days following the date the Championships are awarded, USATF, in its sole discretion and with no further obligation or liability to the successful Bidder, shall have the right to rescind its award of the Championships to the successful Bidder. At that time, USATF may award the Championships to the Bidder with the next greatest number of votes.

The bid application and Attachments A, B, C, D, and E attached to this Statement of Agreement are hereby incorporated by reference and made part hereof as if fully set forth herein.

IN WITNESS WHEREOF, the LOC herein executes this Statement of Agreement as of the date and year first written above.

Bidding Entity: \_\_\_\_\_ Bid Submission Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Represented: \_\_\_\_\_

Date: \_\_\_\_\_

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## ATTACHMENT A: RECENT EVENT HISTORY

Year	Location	Venue	Dates
2024	Albuquerque, NM	Albuquerque Convention Center	February 16-18
2023	Albuquerque, NM	Albuquerque Convention Center	February 17-18
2022	Spokane, WA	The Podium	February 25-27
2021	Not Held	N/A	N/A
2020	Albuquerque, NM	Albuquerque Convention Center	February 14-16
2019	Staten Island, NY	Oceanbreeze Athletic Complex	February 22-24
2018	Albuquerque, NM	Albuquerque Convention Center	February 16-18
2017	Albuquerque, NM	Albuquerque Convention Center	March 3-5
2016	Portland, OR	Oregon Convention Center	March 11-12
2015	Boston, MA	Reggie Lewis Track & Athletic Center	February 27 - March 1
2014	Albuquerque, NM	Albuquerque Convention Center	February 21-23
2013	Albuquerque, NM	Albuquerque Convention Center	March 2-3
2012	Albuquerque, NM	Albuquerque Convention Center	February 25-26
2011	Albuquerque, NM	Albuquerque Convention Center	February 26-27
2010	Albuquerque, NM	Albuquerque Convention Center	February 27-28
2009	Boston, MA	Reggie Lewis Track & Athletic Center	February 28 - March 1
2008	Boston, MA	Reggie Lewis Track & Athletic Center	February 23-24
2007	Boston, MA	Reggie Lewis Track & Athletic Center	February 24-25
2006	Boston, MA	Reggie Lewis Track & Athletic Center	February 24-26
2005	Boston, MA	Reggie Lewis Track & Athletic Center	February 25-27
2004	Boston, MA	Reggie Lewis Track & Athletic Center	February 27-29
2003	Boston, MA	Reggie Lewis Track & Athletic Center	February 28 - March 2
2002	New York, NY	Armory Track & Field Center	March 1-2
2001	Atlanta, GA	The Georgia Dome	March 2-3
2000	Atlanta, GA	The Georgia Dome	March 3-4
1999	Atlanta, GA	The Georgia Dome	February 26-27
1998	Atlanta, GA	The Georgia Dome	February 27-28
1997	Atlanta, GA	The Georgia Dome	February 28 - March 1
1996	Atlanta, GA	The Georgia Dome	
1995	Atlanta, GA	The Georgia Dome	
1994	Atlanta, GA	The Georgia Dome	
1993	New York, NY	Madison Square Garden	
1992	New York, NY	Madison Square Garden	

## ATTACHMENT B: EVENT PROGRAM

The following list of event disciplines will be contested at the USATF Indoor Championships. As the WA updates the international event program, other event disciplines may be added. Exhibition events for para, youth, and Masters athletes may also be added. All events and formats of the competition must be approved by USATF.

### **2025 USATF Indoor Championships (World Athletics-Qualifying)**

<b>Men</b>	<b>Women</b>
60 Meters	60 Meters
400 Meters	400 Meters
800 Meters	800 Meters
1500 Meters	1500 Meters
3000 Meters	3000 Meters
60 Meter Hurdles	60 Meter Hurdles
3000m Race Walk	3000m Race Walk
High Jump	High Jump
Long Jump	Long Jump
Triple Jump	Triple Jump
Pole Vault	Pole Vault
Shot Put	Shot Put
Weight Throw	Weight Throw
Heptathlon*	Pentathlon*

### **2026 USATF Indoor Championships (World Athletics-Qualifying)**

<b>Men</b>	<b>Women</b>
60 Meters	60 Meters
400 Meters	400 Meters
800 Meters	800 Meters
1500 Meters	1500 Meters
3000 Meters	3000 Meters
60 Meter Hurdles	60 Meter Hurdles
3000 Meter Race Walk	3000 Meter Race Walk
High Jump	High Jump
Long Jump	Long Jump
Triple Jump	Triple Jump
Pole Vault	Pole Vault
Shot Put	Shot Put
Weight Throw	Weight Throw
Heptathlon*	Pentathlon*

\*USATF may determine the Indoor Combined Events will move to a separate date and location. If decided, LOC will have right of first refusal on hosting said event.

ATTACHMENT C: USATF KEY PERSONNEL

**USATF National Office:**

130 East Washington Street, Suite 800, Indianapolis, IN 46204  
Telephone (317) 261-0500  
Fax (317) 261-0481  
[www.usatf.org](http://www.usatf.org)

**USATF National Office Staff:**

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Aarti Parekh  
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Zack Raubuck  
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**USATF Committees:**

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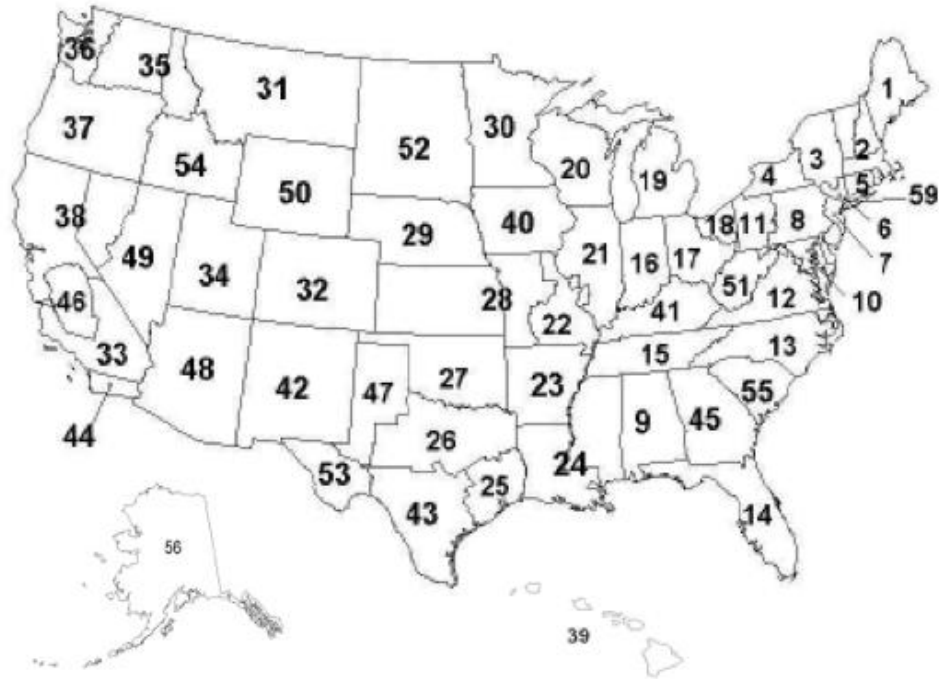
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# 2025-2026 USATF INDOOR CHAMPIONSHIPS

## ATTACHMENT D: USATF MEMBER ASSOCIATIONS



- |                   |                    |                        |                                  |
|-------------------|--------------------|------------------------|----------------------------------|
| 1 Maine           | 16 Indiana         | 31 Montana             | 46 Central California            |
| 2 New England     | 17 Ohio            | 32 Colorado            | 47 West Texas                    |
| 3 Adirondack      | 18 Lake Erie       | 33 Southern California | 48 Arizona                       |
| 4 Niagara         | 19 Michigan        | 34 Utah                | 49 Nevada                        |
| 5 Connecticut     | 20 Wisconsin       | 35 Inland Northwest    | 50 Wyoming                       |
| 6 New York        | 21 Illinois        | 36 Pacific Northwest   | 51 West Virginia                 |
| 7 New Jersey      | 22 Ozark           | 37 Oregon              | 52 Dakotas                       |
| 8 Mid-Atlantic    | 23 Arkansas        | 38 Pacific             | 53 Border                        |
| 9 Alabama         | 24 Southern        | 39 Hawaii              | 54 Snake River                   |
| 10 Potomac Valley | 25 Gulf            | 40 Iowa                | 55 South Carolina                |
| 11 Three Rivers   | 26 Southwestern    | 41 Kentucky            | 56 Alaska                        |
| 12 Virginia       | 27 Oklahoma        | 42 New Mexico          | 57 Nat'l Membership Center (NMC) |
| 13 North Carolina | 28 Missouri Valley | 43 South Texas         | 58 National Clubs                |
| 14 Florida        | 29 Nebraska        | 44 San Diego           | 59 Long Island <sup>1</sup>      |
| 15 Tennessee      | 30 Minnesota       | 45 Georgia             |                                  |

<sup>1</sup>Although numbered 59, Long Island is actually the 57<sup>th</sup> USATF Association.

For association contact information please go to <http://www.usatf.org/About/Associations.aspx>

ATTACHMENT E: CHAMPIONSHIPS AGREEMENT

CHAMPIONSHIPS AGREEMENT

1.0 DEFINITION OF TERMS. As used in this Agreement, the following terms shall have the meaning indicated below:

1.1 “Agreement” means this 2025 and 2026 USATF Indoor Track & Field Championships Agreement and 2025 and 2026 USATF Indoor Combined Events Championship, including the appendices and exhibits attached, to the extent same are not inconsistent with any of the terms herein; and all charts, schedules, plans, reports, or amendments or attachments to any of the above-listed documents added to the Agreement by mutual written consent of the parties.

1.2 “Ancillary Event” means any event held in the Host City or surrounding areas that is directly associated with the Championships. Such term may include any athletic competition, exhibition, show, banquet, or other event, project, or program that USATF and LOC mutually agrees as described in Section 9.11 herein, associated with the Championships.

1.3 “Athlete(s)” means any athlete or athletes who has/have been designated by USATF as qualified and eligible to compete in the Championships, and who in fact so compete.

1.4 “Bid” means the USATF Indoor Track & Field Championships Request for Proposal and Bidding Handbook furnished by USATF (the “RFP”) together with Proposal.

1.5 “Budgeted Expenses” shall mean those expenses described in the budget set forth in this Agreement, or any amendments thereto approved by USATF.

1.6 “Business Associates” means any person, firm, business entity, or other third party including, without limitation, suppliers, licensees, and preferred vendors or retailers, procured by USATF or LOC for the purpose of sponsoring, rendering services to, providing supplies or equipment for, or otherwise supporting the Championships, and who have been approved in advance by USATF.

1.7 “Business Competitor” means any person or entity that is not a “USATF Sponsor” and who produces, provides, markets, or distributes, directly or indirectly, products and/or services in one or more “Protected Categories” as this term is defined below.

1.8 “Facility” means the stadium and the adjacent surrounding areas where the Championships will be conducted.

1.9 “Host City” means the city in which the Championships will take place.

1.10 “LOC Marks” means any and all LOC service marks, trademarks, trade names, logos, trade designations, copyrights, or intellectual properties now owned or later acquired, whether registered or not, used by or licensed to LOC which are related to or associated with any LOC-sponsored event, program or services, that USATF and any Business Associates are hereby licensed to use in connection with the Event.

1.11 “LOC Sponsor” means any Business Associate with whom LOC has entered into a sponsorship agreement after obtaining USATF’s approval and consent.

- 1.12 “Media Rights” means all rights to negotiate, broadcast, and disseminate radio, television, motion picture, internet, webcast, and videotape broadcasting, telecasting, production, exhibition, or other sound or visual exploitation of the Championships, on a live and/or delayed basis, by any means whatsoever, whether now known or hereafter developed; and the right to distribute and exploit the Championships and/or any portion thereof in any manner in all forms of such media.
- 1.13 “NOC” means the National Officials Committee of USATF.
- 1.14 “Protected Categories” means the USATF Sponsor products or services categories listed in this RFP, as amended from time-to-time.
- 1.15 “Technical Requirements” means the specifications contained in the Bid, the current USATF Competition Rules book, and the current WA Competition Rules book regarding the equipment and facilities necessary for the Championships.
- 1.16 “Term” means the period that commences on the date indicated on the first line of this Agreement continuing through midnight on the date when USATF approves, in writing, the final report and accounting for the Championships.
- 1.17 “U.S. Center for SafeSport” (or the “Center”) means the nation’s safe sport organization that has the scope and authority to resolve abuse and misconduct reports for individuals throughout the U.S. Olympic and Paralympic Movement.
- 1.18 “USADA” means the United States Anti-Doping Agency, the entity designated by the United States Olympic Committee and USATF to conduct drug testing of athletes at the Championships, investigate potential doping violations, manage the drug testing results and adjudicate disputes arising out of the drug testing process.
- 1.19 “USATF Approval or Consent” or any combination or order of these words, means the written approval or consent of the USATF Chief Executive Officer, or his designee. The USATF Chief Executive Officer, or his/her designee, is the only duly authorized representative of USATF able to give approval and/or consent for purposes of this Agreement.
- 1.20 “USATF Designated Marks” means only those USATF Marks which are identified in this Agreement. USATF may revise the USATF Designated Marks from time to time as it deems appropriate.
- 1.21 “USATF Marks” means any and all USATF service marks, trademarks, trade names, trade dress, logos, trade designations, copyrights, or intellectual properties now owned or later acquired, whether registered or not, used by or licensed to USATF which are related to or associated with any USATF-sponsored event, program or services.
- 1.22 “USATF Sponsor” means any Business Associate with whom USATF has entered into a sponsorship, provider, or supplier agreement.
- 1.23 “USOPC” means the United States Olympic & Paralympic Committee, the National Olympic & Paralympic Committee for the United States, whose headquarters are based in Colorado Springs, Colorado.

1.24 “VIP” means those persons identified by USATF from time to time requiring special preferred treatment during the Championships.

1.25 “WA” means “World Athletics”, formerly known as the IAAF or the International Association of Athletics Federations, the international federation and world governing body for the sports of track and field, long distance running, and race walking, (collectively “athletics”), of which USATF is the member federation for the United States.

1.26 “WADA” means the World Anti-Doping Agency.

2.0 NATURE AND SCOPE OF AGREEMENT. LOC acknowledges that USATF owns all rights, title and interest in and to the Championships. Notwithstanding the foregoing, USATF hereby grants LOC the right to conduct the Championships pursuant to the terms, conditions and limitations set forth herein. LOC shall have only those rights set forth and granted herein. All rights not granted herein are reserved to USATF and USATF shall have final authority with respect to decisions involving the Championships.

3.0 LOC FINANCIAL OBLIGATIONS. The representations made by LOC concerning its financial capability to conduct the Championships have been a substantial inducement to USATF to enter into this Agreement.

(a) In exchange for the rights granted herein, LOC shall pay USATF a non-refundable rights fee as described in the RFP.

(b) LOC’s failure to make any payments pursuant to this Agreement when due, shall result in LOC being assessed interest at the rate of 1.25% per month (15% Annual Percentage Rate) calculated on a daily basis and may additionally result in USATF withdrawing LOC’s right to conduct the Championships. LOC shall immediately upon presentation by USATF execute the documentation necessary for USATF to assert a lien for the amounts due it against Championships ticket sales. In the event that LOC incurs interest as described above, USATF may collect the interest and/or the amounts owed under this Agreement from ticket sales proceeds at the Championships.

4.0 USATF OVERSIGHT. Notwithstanding the grant of rights contained in Section 2.0 above, USATF shall exercise overall supervision over LOC’s planning for the management and conduct of the Championships and shall have sole responsibility for the conduct of the Championships competition. Specifically, USATF shall have overall responsibility for, and shall oversee all aspects of the conduct of competition during the Championships. It is expressly understood by both parties that USATF has final authority during the competition with respect to the conduct of the Championships. Such oversight shall be exercised as more fully described in this Section 4 below.

4.1 Competition Dates. The Championships shall be held on dates as solely determined by USATF.

4.2 Event Schedule. USATF shall prepare the schedule of events for the Championships, with input from the LOC and the Championships broadcaster. Said schedule may include such exhibition events (i.e., masters, youth, paralympic), as USATF may reasonably deem appropriate, and shall be subject to such changes and revisions, as USATF may reasonably require. USATF shall have final approval of the schedule after consultation with the LOC.



4.3 Entry Process. USATF shall control and administer the Athlete entry and declarations process for the Championships, including online event registration. USATF shall be responsible for establishing the entry fees for the Championships, and shall retain all revenues generated from such entry fees.

4.4 USATF Management Team. USATF shall have a competition management team as further described in the RFP which shall consist of referees, technical officials, national technical officials, a Jury of Appeals (as defined in the USATF Competition Rules), a clerking coordinator, a protest coordinator, USATF event management and staff (as designated by USATF), etc. (“USATF Management Team”). LOC shall be responsible for local transportation, lodging (single rooms), and stipend (One Hundred Dollar (\$100) per competition day, not to exceed three (3) days) for each member of USATF’s Management Team, one (1) night prior to, during and for one (1) night after the Championships, for a maximum of six (6) days (five (5) nights) per person for up to 25 meet management officials.

5.0 ADMINISTRATION. LOC undertakes to plan, host and conduct the Championships as a first class track and field competition, and as a successful premier sporting event suitable for international and national television or cable broadcast. In furtherance of its obligations hereunder, LOC warrants and represents that it shall undertake the planning, administration and conduct of those aspects of the Championships as more fully detailed in this Agreement.

5.1 LOC Management Team. LOC shall engage a management team consisting of persons with operational, technical, administrative, sales, marketing and promotions expertise, as well as support staff, sufficient to plan, host and conduct a first class Championships event (“LOC Management Team”). LOC shall provide USATF with an updated list, and job descriptions, of its key LOC Management Team personnel, including its designated Technical Director, identifying contact details for each operational area for the Championships, no later than the first planning meeting as described herein. LOC shall promptly notify USATF of changes to the LOC Management Team, but in no event later than the next scheduled planning meeting as described herein.

5.2 Operating Plan. LOC shall prepare updated operating plans for submission to and review and approval by USATF, and which shall contain written updated planning progress reports for each operational area for conduct of the Championships, including, but not limited to, administration, budgeting, facility operations, general operations, Athlete services, Championships operations, marketing, sales and communications (“Operating Plan(s)”). LOC shall update the Operating Plans, in conjunction with scheduled progress report meetings with USATF.

Time is of the essence with respect to LOC’s submission of its updated Operating Plans and its reporting obligations. LOC’s failure to provide updates as scheduled, and to make meaningful progress towards the planning and administration of the Championships, may result in USATF’s termination of this Agreement as provided in this Agreement.

5.3 Budget and Expenses. LOC shall be responsible for and shall guarantee payment of all expenses related to the conduct of the Championships, as specified in this Agreement and on the proposed budget submitted by LOC herewith, except for those expenses otherwise noted in this Agreement or agreed to by the parties in writing. LOC acknowledges that LOCs assumption of the responsibilities under this Agreement have been a substantial inducement to USATF to enter into this Agreement. In this regard:

(a) Local Government Support. LOC guarantees that the applicable state, city, and county governments are aware of the Championships, and that each has agreed to cooperate, as appropriate, with LOC and USATF regarding the conduct of the Championships.

(b) LOC Budget. LOC's initial budget is due to USATF within thirty (30) days following the execution of this Agreement. Any proposed changes to this budget shall be submitted to USATF for review, and may be updated by mutual agreement. Any change to each submitted budget of more than 10% per line item, or 3% of the total budget, must be approved in advance and in writing by USATF. Once approved by USATF, the revised budget shall replace the previously submitted budget(s) and become part of this Agreement.

(c) LOC Financial Reporting. The LOC shall provide to USATF, as and when reasonably requested by USATF, reports that compare actual costs and projected costs for the Championships in accordance with the USATF approved budget.

(d) LOC's Books and Records. LOC shall maintain separate books and records with respect to the revenue, expense and overall financial responsibilities of hosting the Championships. Such records shall include all financial transactions associated with the Championships and Championships-related activities. LOC shall permit USATF, or its designated representative, to inspect the books or records relating to the Championships. Such inspection shall be conducted during regular business hours, subject to forty-eight (48) hours prior written notice, at USATF's reasonable request. LOC shall maintain said books and records in accordance with commercially reasonable standards, including but not limited to Generally Accepted Accounting Principles ("GAAP").

6.0 FACILITY OPERATIONS. LOC shall ensure that the Facility meets the specifications and requirements for the conduct of a first class, high caliber Championships competition, and that all necessary equipment and meeting space needs are met, as outlined in the Bid and in this Agreement.

6.1 Venues and Facility Requirements. LOC shall provide, at no cost to USATF, venues and facilities that are consistent with the USATF and WA requirements and are free of commercial signage and are suitable for the conduct of the Championships. Said venues and facilities shall be made exclusively available to USATF three (3) days prior to the start of the Championships. In addition, LOC will provide sufficient area for post-event Athlete recovery area and media mixed zone.

(a) Warm-up Facility/Area. LOC shall ensure that a warm-up facility/area is available, in close proximity to the competition venues, for use by track and field Athletes to warm-up and prepare for the Championships, and warm-down, after completing competition. The warm-up facility must be able to accommodate running, field event warm-up, exercising, and stretching activities, and must be available to Athletes two (2) days prior to the start of the Championships, as well as prior to the start of, and after the conclusion of, competition on each day of Championships competition. The hours of operation for the warm-up facility/warm-up area shall be determined by USATF, in consultation with LOC. Space on or adjacent to the warm-up facility/area must be available for clerking officials and sports medicine equipment and personnel, and Athlete hospitality.

(b) Practice Facility. The LOC shall ensure that a practice facility/area is available in close proximity to the Facility for use of Athletes to train on Championships

competition days and prior to competition venue set-up. The availability of this facility is in addition to athletes having the opportunity to train at specific times, set by USATF in consultation with LOC, at the warm-up track and the Championships Facility. The practice facility must be able to accommodate running, field events, lifting, exercising and stretching activities and medical personnel and equipment.

(c) Competition Facility. LOC, at no cost to USATF, shall ensure that the Facility and venues meet the Bid specifications, as well as World Athletics and USATF technical requirements, including, but not limited to:

- (i) *In-Stadium Services*. LOC shall provide the services of ticket takers, waste removal personnel, ushers, and other necessary personnel and services, to ensure that the Facility is in top operating condition for the Championships.
- (ii) *Temporary Facilities*. LOC shall provide trailers, phone lines, walkie-talkies, computers, and other temporary facilities necessary to conduct the Championships.
- (iii) *Stadium Look*. LOC shall consult with USATF, and obtain USATF's prior written approval, with respect to a suitable and uniform "look" to the Facility for the Championships. Any signage of Business Competitors shall be covered at LOC's sole expense. Business Associates may purchase from USATF the rights to place signage in camera-visible locations at rates to be determined by USATF. LOC shall also ensure that appropriate directional signage is installed throughout the Facility. LOC will cause any camera-visible permanent signage at the sites of the Championships to be covered, including both static and rotational signage. All other signs in the Facility of a commercial nature must be out of the camera's view and cannot be back lit.
- (iv) *Power/On-field conduits*. LOC shall ensure that adequate electrical power (220v system) is available at appropriate locations within the track oval, to accommodate competition equipment. A minimum of four (4) outlets must be located at the starting line, and two (2) outlets shall be located at the center point of each straight away. In addition, LOC shall arrange for power outlets proximate to the seating areas on both sides of the track for video review. Finally, LOC shall arrange for a sufficient power supply for the free use of the television broadcast production personnel.
- (v) *Sound System*. LOC shall ensure that the sound system at the Facility is of a superior quality that provides such clarity and volume to be heard throughout the Facility. In addition, LOC shall provide a portable system at the practice facility warm-up area for clerking purposes.
- (vi) *Scoreboard*. LOC shall ensure that a state-of-the-art electronic scoreboard, free of advertising, or whose advertising may be concealed, is available at the Facility for use during the Championships. The scoreboard must be capable of interfacing with, and transmitting the Athlete times, distances, and place finishes, from the computerized results processing

system to be used at the Championships. USATF shall have the right to place USATF Designated Marks on the scoreboard.

- (vii) *Videoboard.* LOC shall ensure that a minimum of one state-of-the-art videoboard(s), free of advertising or whose advertising may be concealed, is/are available at the Facility for use during the Championships. The videoboard must be able to interface with (1) the computerized results processing system used at the Championships, (2) the advanced graphics and/or video functions provided by the television broadcaster for the Championships, and (3) the in-stadium Championships production (as further described below). USATF shall have the right to place USATF Designated Marks on the videoboard.
- (viii) *Video Feeds.* LOC shall provide television monitors, capable of receiving a video feed from the Championships broadcast, to be located in key areas in and around the Facility, as mutually agreed between USATF and LOC. These areas may include, but not be limited to: clerking area, Athlete hospitality area, VIP hospitality area, doping control room, USATF Management Team office, media tribune and other media work areas, mixed zone, press box, and other areas as mutually agreed between USATF and LOC. The parties have agreed LOC shall provide additional television monitors or technical video feed to the media mixed zone, post event area, the Athlete and coach's hospitality area, team sign-up area, and packet pick-up areas.
- (ix) *Technical Video/film.* USATF shall provide a means of producing video of key designated competition areas, such that the Championships referee and Jury of Appeals can replay a specific athlete's performance in all running and field event discipline (i.e. jumps and throws, sprints, hurdles) in order to rule upon protests filed during competition. LOC will be responsible for providing appropriate power, internet connection and furniture as deemed necessary by Technical Video/film company.
- (x) *Lighting.* LOC shall provide a lighting system (a minimum of 150 foot candles, or other specifications requested by broadcaster) to evenly illuminate the entire track oval and infield, that will be adequate for a late afternoon and evening television broadcast of the Championships. Said lighting shall be evenly distributed around the track oval, including both turns, and all field event competition venues. In the event that broadcaster requires a pre-event lighting inspection or consultation and the cost of the inspection or consultation is not paid by broadcaster, then LOC shall bear all costs of the inspection or consultation.
- (d) Facility Meeting Space. LOC shall ensure that adequate meeting, work, storage and/or office space, at a location(s) determined by USATF, is available during the Championships, to accommodate operational areas including, but not limited to, the following:
  - (i) *Meet Operations.* Separate meeting rooms or working areas, with desks, chairs, lighting, Wi-Fi and electrical power outlets shall be available for use by: the USATF National Office; video review space; protest space;

Jury of Appeals; competition officials hospitality; volunteer hospitality; VIP hospitality; doping control operations; medical services; national team processing; emergency medical service space; medical service space; credentialing space; media operations, and any other functional work space needs as identified by USATF in RFP. LOC shall consult with USATF to determine the specific space and equipment needs for each meeting room or work area mentioned above. With respect to such USATF National Office space, LOC shall provide an office equipped with a functioning high speed Internet connection, USATF retains the right to provide and place USATF signage in these operational areas. LOC shall consult with USATF to determine the specific space and equipment needs for the other meeting rooms or work areas mentioned above.

- (ii) *Results.* LOC shall provide a means of reproduction (industrial copier) necessary to manage the recording of event results, times, distances, and heights, and the transmission, reproduction, and dissemination of this information. Additionally, LOC shall ensure that an adequate working area is available to accommodate this equipment and processes.
- (iii) *Production Booth.* LOC shall consult with USATF to ensure that adequate accommodations are available at the Facility for the stadium announcers and the Championships production team operations detailed below.
- (iv) *Television Production Compound.* LOC shall ensure that adequate space is set aside free-of-charge for the equipment and production operations of the Championships broadcaster, and for international broadcasters receiving “feeds” from the Championships broadcaster. This shall include agreed upon parking spaces in the proximity of the compound area, electrical power for the television production and transmission trucks and outlet access, and blocking of actual and necessary Facility seating for positioning of broadcast equipment (i.e., “seat kills”). Any supplemental electrical needs to provide back-up power to the production or transmission trucks shall be fulfilled at the expense of the requesting party.
- (v) *Jury of Appeals Office.* The Jury of Appeals office area shall contain the equipment necessary for viewing the technical video/film referenced above.
- (vi) *Jury of Appeals Finish Line Seating Area.* In addition to the Jury of Appeals office, LOC shall provide a private work area for use of the USATF Jury of Appeals each day of Championships competition. LOC has agreed to block out in a mutually agreed upon location of the seating area inside the Facility. The Jury of Appeals work area must be of sufficient dimensions to comfortably accommodate up to eight (8) individuals, and shall have chairs and desk space or flat functional table top-like work areas. Notwithstanding the preceding sentence, USATF reserves the right to cause LOC to provide an alternate space, if it determines that proposed work area is insufficient for the needs of the Jury of Appeals.

(vii) *Team Processing Center.* LOC shall ensure adequate space, at a location determined by USATF, for the processing of any teams selected at the Championships.

(e) Parking. LOC shall ensure that parking (free or at a mutually agreed price) is available during the Championships to accommodate spectators, competition officials, USATF and LOC meet management personnel, television broadcast production personnel, photographers, as well as, sponsors and other VIPs. LOC shall ensure however, that USATF's Management Team, USATF Staff, competition officials, television broadcast personnel and trailers, and selected other personnel, as mutually agreed upon between USATF and LOC, are provided free parking (a minimum of 75, with 50 spaces proximate to stadium).

(f) Concessions. Subject to USATF approval in advance and Section 10.3 herein, LOC shall control concession sales at the Facility. LOC acknowledges that USATF retains the right to prevent or restrict concession sales by Business Competitors of USATF Sponsors. More specifically, all food and beverages served or sold at the Championships and provided by LOC or its approved licensees or concessionaires shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor.

7.0 GENERAL OPERATIONS. LOC undertakes to manage and plan the general Championships operations in such a manner as to ensure a first class, high caliber Championships experience for Athletes, coaches, competition officials, sponsors, media, broadcast viewers, and all other participants. The term "housing and meals" shall mean arrangement for housing and meals to be made available by LOC to Athletes, Championships officials, press, administrators, coaches, and VIPs ("Covered Housing and Meals Personnel"). LOC shall make appropriate housing and meals available to all the above-listed persons reasonably satisfactory to USATF. For clarity, except as set forth below or as otherwise agreed in writing by LOC and USATF, Covered Housing and Meals Personnel shall be responsible for their own housing and meal expenses. USATF and LOC recognize the need for close coordination in the areas of housing and meals, and ground transportation. To this end, LOC shall handle the operational needs as described in the RFP.

7.1 Housing. LOC shall identify and provide USATF with a list of hotel properties -- with a confirmed number of rooms, room rates and meeting space -- willing and capable of satisfying USATF's housing and meeting room needs for the Championships, as more fully detailed below. LOC shall further ensure rates have been negotiated with such hotel properties such that the best possible rates are provided and that adequate numbers of low cost housing options are made available to attendees of the Championships.

(a) USATF Room Blocks. USATF shall contract with, and control the rooming blocks for, hotel properties for the Championships headquarters hotel(s), which shall include Athletes and coaches housing. USATF reserves the right to contract with separate hotel properties for any additional needs. In the event LOC has already secured hotel room blocks at preferred hotel properties during the Championships, LOC shall release sufficient rooms to fulfill USATF's needs for its select Athletes, USATF staff and USATF VIPs. Notwithstanding the first sentence, LOC shall retain financial responsibility for the housing, at a mutually agreed upon location, of USATF's Management Team of no more than Twenty (20) persons, as provided above.

(b) LOC Room Blocks. LOC shall contract with hotel and/or other properties to ensure that sufficient housing is provided, at LOC's expense, for competition officials. LOC shall ensure sufficient housing is made available for media, sponsors, spectators, and friends and families of Athletes at their expense. LOC may retain commissions, rebates or "up-charges" associated with these housing arrangements.

7.2 Meals. LOC shall ensure that meals, selected in consultation with USATF and subject to USATF's approval, are provided for competition officials and meet management during competition, as provided below, and meals are provided to in-stadium event production, timing and webcast personnel during their stay in the Host City while working at the Championships. LOC shall also provide light snacks and beverages for the competition officials, meet management, in-stadium event production personnel, and working media at the Facility. LOC shall arrange for separate eating areas for each of the above-named groups at the Facility.

7.3 Ground Transportation. All standard passenger vehicles and/or sport utility vehicles used in conjunction with the Championships or any of the obligations of LOC herein shall not be that of a Business Competitor. Furthermore, said vehicles shall be branded with USATF-supplied logos. USATF will use reasonable efforts to help LOC secure vehicles from a USATF Sponsor, if any. LOC shall arrange for the following ground transportation related to the Championships:

(a) Airport. LOC shall arrange and provide free transportation from the Host City airport to the host hotel(s) and from the host hotels back to the airport, for Athletes, coaches, USATF's Management Team, competition officials and VIPs for a period of time to be mutually agreed upon by USATF and LOC.

(b) Practice and Competition Venues. LOC shall arrange and provide free transportation from the host hotel(s) for Athletes, coaches, USATF Management Team, competition officials, media, USATF Sponsors, and VIPs, to and from the Facility. In addition, LOC shall provide free transportation for Athletes and coaches from the host hotel(s) to the practice facility, if not close in proximity to the Facility, and from the practice facility to the Facility, for a period of time mutually agreed to by LOC and USATF.

(c) Vaulting Poles. LOC shall ensure that special storage and transportation arrangements are in place to accommodate Athletes with pole vault poles. Upon notification by LOC of these arrangements, USATF shall advise pole vault Athletes, their agents and coaches, of these special arrangements in the Championships entry booklet and on the USATF website. LOC shall designate a contact person to assist with the logistics of the transporting of pole vaulting poles.

7.4 Accreditation. USATF shall, at its own cost and expense, oversee, design and produce the Championships credentials. LOC acknowledges and agrees that a credentialing plan shall be used to control and restrict access of facility staff, vendors, operational staff, athletes, coaches, agents, media, VIPs, guests, competition officials and all non-ticketed persons to designated areas, and to receive certain services (as applicable), including but not limited to, meals, transportation, hospitality, warm-up facility access, practice facility access, field of play (within the track oval) access, media/mixed zone access, and doping control access. Notwithstanding the above, LOC understands and agrees that USATF shall have exclusive control of the issuance of credentials and the access of individuals in possession of said credentials to all Championships venues and facilities. LOC shall use its best efforts to ensure that the credentialing plan is followed and credentials are not issued or transferred to non-approved individuals. Furthermore, USATF reserves the right to place USATF Sponsor advertising on credentials and lanyards.

(a) Credential Plan. USATF and LOC shall consult and collaborate on development of the credentialing plan, including the purchase price therefore, which the LOC will implement, and which must be approved by USATF. LOC acknowledges that each Athlete shall receive one (1) complimentary Athlete credential and one (1) complimentary Athlete support credential.

(b) Athlete Support Credentials. LOC shall control and receive the revenue from non-complimentary “Athlete Support” credentials, provided that each Athlete shall be entitled to purchase a limit of one additional Athlete Support credential. Athlete Support credentials, both complimentary and non-complimentary, shall be available only in the packet pick-up area. LOC and USATF will mutually agree on the price charged for the additional “Athlete Support” credential, but in any case the price charged will not be less than a per day ticket cost. The options for Athlete Support Credentials will be limited to Registered Coach, Registered Medical, Warm-up only and complementary tickets or as otherwise agreed upon by LOC and USATF. The Athlete Support Credential types must meet current USATF requirements. An allotment of General Admission tickets shall be set aside for athlete support who choose the complementary ticket option. Tickets will also be available for purchase at a price mutually agreed upon by the LOC and USATF.

(c) Athlete Safety & Fair Play. LOC agrees to abide by all U.S. Center For Safe Sport, USADA and USATF SafeSport and anti-doping regulations by enforcing all SafeSport and doping suspensions. LOC shall not provide Olympic Trials credentials to any individual currently listed on any SafeSport and/or doping suspension list, including but not limited to the USADA, U.S. Center For SafeSport and USATF suspension lists. Individuals who appear on the current suspension list(s) are prohibited from receiving credentials which allows them to gain access to Athletes and/or other privileged areas before, during, and following the Olympic Trials. A copy of the most current suspension list(s), which is updated periodically, can be found on USATF’s website at [www.usatf.org](http://www.usatf.org), or on the USADA website at [www.usada.org](http://www.usada.org), or on the U.S. Center For SafeSport website at [www.uscenterforsafesport.org](http://www.uscenterforsafesport.org). LOC is responsible for checking the most current list of doping and SafeSport suspensions prior to issuing any event credentials. LOC shall submit all individuals for credentials to USATF for review against any other SafeSport disciplinary lists. Further, all coaches and athlete support receiving credentials must meet all USATF requirements.

7.5 Volunteers. LOC shall arrange for appropriate volunteers to provide needed assistance to athletes, LOC, and USATF for the Championships, to supplement and assist Championships administrative personnel, to serve as doping control escorts, and to provide other appropriate assistance in connection with the Championships. LOC shall be aware of USATF’s Volunteer Handbook which can be viewed at [www.USATF.org](http://www.USATF.org)

7.6 Security. LOC is responsible for providing the security and protection for all participants in, and spectators at, the Championships. LOC shall contact and coordinate with local, state, and federal law enforcement agencies to ensure the safety of all participants in, and spectators at, the Championships. LOC shall consult with USATF with respect to security arrangements, and the recruitment, staffing, coordination, and placement of uniformed security personnel at all key venues used for the Championships, including hotels. LOC’s security plan shall take into account U.S. Homeland Security Agency terrorist alerts, the prevention of criminal activity, and the potential for unexpected weather conditions. All costs associated with providing such security shall be the sole responsibility of LOC, except as expressly approved by USATF in writing. LOC shall submit a



written security plan to USATF, at least ninety (90) days before the Championships. LOC shall be aware of and utilize, if necessary, USATF's Emergency Response Plan.

7.7 Uniforming. LOC shall ensure, in consultation with and subject to USATF's approval, that all Championships competition officials, television broadcast production personnel, the LOC Management Team and volunteers are clothed in uniforms (i.e., t-shirt and hat, polo shirt and hat, etc.) that provide a professional, customer service friendly image. LOC acknowledges that USATF retains the right to prevent the apparel, footwear and products of Business Competitors from being used to uniform Championships personnel and volunteers. USATF will use its reasonable efforts to assist LOC in sourcing and/or securing such products from USATF Sponsors or suppliers.

8.0 ATHLETE SERVICES. LOC shall ensure that the comfort, security and informational needs of Athletes competing in the Championships are addressed, as described herein.

8.1 Athlete Accreditation. LOC shall provide personnel and/or volunteers to work in conjunction with USATF to administer and distribute Athlete credentials prior to and during the Championships. USATF and LOC shall collaborate on an online Athlete Manual that contains necessary athlete information for the Championship.

8.2 Athlete Competition Bibs and Hip Numbers. Subject to USATF's approval, LOC shall provide, at LOC's expense, competition bibs, including Athlete names, safety pins to attach the competition bibs, and hip numbers for each Athlete at LOC's expense. Said competition bibs and hip numbers shall be purchased through a preferred printing partner of USATF. The size, design and layout of the bib shall be determined by USATF, in consultation with LOC, and may have a USATF Sponsor logo as described below.

8.3 Athlete Hospitality at Hotel. LOC shall provide personnel and/or volunteers to set-up and assist USATF with a joint LOC/USATF Athlete hospitality room at the headquarters or Athlete hotel, as the case may be, that limits access to Athletes, their agents and coaches, and USATF Athlete services staff. LOC and USATF shall collaborate and share expenses related to the provision of ample snacks and drinks for Athletes, agents and coaches. All food, beverages or snacks provided in the Athlete Hospitality shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor.

8.4 Athlete Hospitality at Facility. LOC shall provide a space in a prime location at the Facility for Athlete hospitality. Consistent with a first-class event, LOC shall provide, within the hospitality area, a live feed of the Championships events and ample snacks and drinks for the Athletes. All food, beverages or snacks provided to Athletes (pursuant to Section 7.2 or as otherwise noted herein) shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor. Access to the Athlete hospitality area shall be limited to Athletes, their agents and coaches, and USATF Athlete services staff.

9.0 CHAMPIONSHIPS OPERATIONS. LOC undertakes to manage, plan and administer competition day operations to ensure a first class, high caliber Championships experience for the Athletes and spectators, as detailed in this section below.

9.1 Competition Equipment. LOC shall ensure that all necessary and appropriate equipment, implements, measuring devices, timing devices, personnel and transportation vehicles are available for use during Championships competition. LOC acknowledges and agrees that USATF Sponsors and suppliers shall be given a right of first refusal, with respect to the provision of necessary equipment, implements, measuring devices, timing devices, and transport vehicles for the

Championships. USATF shall have final approval of timing system and devices, starting blocks and false start detection system used during the Championships. LOC shall prepare emergency arrangements for re-stocking or replacing any equipment damaged, broken, lost, stolen or otherwise incapacitated during the Championships, so that the published competition time schedules are not delayed. USATF will use reasonable efforts to assist LOC in securing competition equipment from USATF Sponsors or suppliers at reduced or no cost to LOC.

9.2 Timing and Results. USATF shall ensure that fully automatic timing is in place for the Championships, and USATF shall collaborate with LOC to ensure that the computerized timing devices and software are capable of interfacing with television broadcast equipment, the on-site electronic scoreboard and videoboard, and is able to provide on-site media, doping control and participants with “real time” results. Said automatic timing expense shall be shared equally between USATF and the LOC. LOC shall also ensure that no commercial advertising is associated with the timing devices and software that will be in use at the Championships, unless approved by USATF in advance.

9.3 Competition Officials. LOC shall provide room and board for no more than one hundred (100) competition officials (the “competition officials”), as selected by USATF, for the duration of their stay in the Host City, while working at the Championships. Housing, in principle, shall consist of double occupancy rooms. In addition, LOC shall ensure the provision of a continental breakfast at the housing property for the duration of the competition officials’ stay in the Host City and LOC shall provide a one hundred dollar (\$100) per day, maximum three (3) days honoraria for each of the head competition officials, as designated by USATF (not to exceed twenty (20) head competition officials). All food, beverages or snacks provided to competition officials (pursuant to Section 7.2 or as otherwise noted herein) shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor.

9.4 In-Stadium Championships Production. LOC and USATF shall collaborate on the selection of a Championships production team that will be responsible for the in-stadium entertainment at the Championships.

(a) The production team shall consist of a minimum of three (3) event announcers, four (4) field spotters, one (1) producer and one (1) on-field announcer/interviewer. USATF shall have final approval of the production team. LOC shall provide travel to the Host City, local transportation to and from the airport, hotel and Facility, as well as housing and meals during their stay in Host City, for the Championships production team during the duration of their stay for the Championships.

(b) LOC shall provide USATF with a list of all musical compositions, including composer name and publisher name, that it intends to play in the Facility during the Championships, at least fifty (50) days prior to the start of Championships competition. A copy of all licenses, permissions or other consents to use such compositions shall accompany the list, which approvals LOC shall obtain at its sole cost and expense. All in-stadium spectator entertainment plans, including any product or souvenir giveaway items, are subject to USATF’s prior written approval which shall be final and binding on the parties.

(c) LOC and USATF shall collaborate on in-stadium production and run-of-show to ensure a high quality experience for Athletes and spectators. In-stadium production elements shall include in-stadium commercials and announcements acknowledging

USATF, USATF Sponsors, and USATF programs. LOC Sponsors may also receive in-stadium commercials and announcements with the prior written approval of USATF.

9.5 Awards Ceremonies. LOC shall, subject to USATF's approval, provide medals for top four (4) finishers in each Championships event (as determined by USATF) with appropriate recognition during the Championships. USATF shall determine the design of the medals, presenters and the presentation protocol in connection with the award ceremonies. LOC shall implement such arrangements related to the award ceremonies, and shall be financially responsible for, the cost of producing the medals (using USATF suppliers) and the award ceremony presentation protocol. LOC will have an opportunity to designate presenters for select award presentations as mutually agreed upon by both parties. The parties shall cooperate to finalize the award presentation plan no later than forty-five (45) days prior to the Championships.

9.6 Bottled Beverages. LOC shall ensure adequate USATF-approved sealed bottled water and sports beverages are available to Athletes and competition officials, for their consumption and replenishment during Championships competition days, at the Athlete hotel, warm-up area, doping control area, practice area, World Championships team sign-up, and the Facility. LOC and USATF shall consult with each other to determine the actual amount of such bottled water and sports beverages necessary, above the minimum requirement of three liters per day per Athlete. USATF will use its best efforts to assist LOC to secure such bottled water and sports beverages from USATF Sponsors or suppliers, at low or no cost. All food, beverages or snacks provided to Athletes and competition officials shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor.

9.7 Hospitality. In addition to and separate from the hospitality arrangements and provision of Facility tickets detailed throughout this Agreement, LOC shall provide the following, at no cost to USATF:

(a) a mutually agreed upon hospitality area at the Facility that is adjacent to the competition area(s). USATF shall be responsible for the amenities, such as food and beverage, that are available in this designated space for use by USATF Sponsors and designated VIPs. LOC shall also provide personnel or volunteers to monitor and restrict access to the hospitality area(s), which shall be open during the hours mutually agreed by USATF and LOC; and

(b) if sky-boxes or private corporate hospitality suites are provided at the Facility, one such sky-box or private hospitality suite, in a prime location and with accompanying access tickets, for USATF's sole use.

USATF will offer to LOC, for LOC's purchase, passes to the hospitality area for LOC Sponsors and LOC VIPs. LOC, in consultation with USATF, shall also offer USATF Sponsors the first and preferred opportunity to purchase any additional hospitality space at the Facility at LOC's prevailing rates.

9.8 Medical. No later than ninety (90) days prior to the Championships, USATF will name a Medical Director and the LOC will name a Medical Liaison who will work together to coordinate medical services during the Championships. USATF will provide, at USATF's sole expense, a select number of medical personnel who will provide medical services at the Championships and the LOC shall assist in the recruitment of local and regional medical service volunteers for the Championships. The number of medical personnel selected by USATF shall be in the sole discretion of USATF. Subject to the provisions of this Section 9.8, LOC shall ensure that medical personnel and medical equipment are available to provide emergency medical services to Athletes,

spectators, and officials during the Championships including at the Athlete hotel(s). LOC shall provide a medical services plan to USATF at least sixty (60) days prior to the Championships for USATF approval which shall detail the arrangements for (1) the provision of a defibrillator at the Facility; (2) the availability of EMT services including ambulance(s), (3) the provision of a list of hospitals within a ten (10) mile radius of the Facility; (4) the availability of necessary snacks and beverages (water and sport performance) for Athlete consumption; (5) a schematic with anticipated medical treatment areas at the competition and practice facilities; and (6) the provision of ice and towels for Athlete and medical staff use. All medical personnel (except EMT) must be an approved member of the USATF Medical Registry. A minimum of thirty (30) days prior to the Championships, the Medical Liaison is required to complete a call with a designated USATF sports medicine representative to discuss specifics related to athlete care, including updates on WADA rules, USATF Sport Accident Insurance coverage, and others. All beverages provided at the medical treatment areas shall be served in non-branded sealed single serving containers if branding on containers is not that of a USATF Sponsor. LOC's approved medical services plan shall be attached and shall become a part hereof. For the purposes of this Section 9.8, (i) "Medical Director" means a medical professional selected to supervise all medical services during the Championships and (ii) "Medical Liaison" means a medical professional (MD, DO, DC, PT, or ATC) who will assist USATF and the Medical Director in planning and execution of medical services for the Championships.

9.9 Emergency Action Plan. LOC shall have an emergency action plan in place for the Championships, to ensure the safety of Athletes, spectators, competition officials, and all other persons, in the event of an emergency (including but not limited to weather and safety emergencies). This plan shall be coordinated with local, state and federal law enforcement officials, as appropriate. USATF shall have a right of meaningful consultation with respect to this emergency action plan, a copy of which shall be provided by LOC to USATF no later than ninety (90) days preceding the Championships.

9.10 Drug Testing. LOC acknowledges that applicable WA and USATF rules require drug testing at the Championships in accordance with the procedures set forth in WA and WADA rules and protocols. LOC shall provide suitable, private and legally secure areas, qualified drug-testing chaperones, sealed beverages and approved snacks for the drug testing procedures to be administered at the Championships. (All beverages and snacks provided to Athletes at in the doping control area shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor.) LOC acknowledges the receipt of the USADA Site Coordinators Handbook for In-Competition Testing (<https://www.usada.org/services/organizers101/>). LOC shall consult with USATF's legal department and high performance programs department to ensure its drug-testing procedures are in compliance with applicable rules, regulations, and protocols. Doping control shall be administered by USADA in accordance with agreements between and among USATF, the USOC, WADA and the WA.

9.11 Ancillary Events. USATF and LOC may stage non-competitive events and activities, such as banquets, youth clinics, coaching seminars, etc. before, during or immediately after the Championships (the "Ancillary Events"). These Ancillary Events may serve as a fund-raising, sponsor fulfillment activity, or participant enhancement. Such events may be conducted separately by USATF or LOC, or jointly. Notwithstanding the foregoing, LOC must receive USATF's prior written approval for any Ancillary Event to be conducted solely by LOC, and shall use its best efforts to prevent third parties from engaging in ambush marketing of the products and services offered by USATF Sponsors (as described in Section 10.2). If appropriate, the party hosting such Ancillary Event shall provide the other party with a reasonable number of admissions, seats, etc., at no cost to said other party.

10.0 COMMERCIAL RIGHTS. LOC acknowledges that USATF owns all revenue sources, including all commercial rights to the Championships, including but not limited to, media and licensing rights. Notwithstanding the foregoing, USATF shall negotiate in good faith with LOC to transfer certain mutually agreed upon rights to LOC (collectively, “Local Revenues”) as more fully described in this section.

10.1 Media Rights. USATF owns all Media Rights in the Championships including transmission and distribution by means of all television, radio, Internet, or any other technology or medium whether now in existence or later developed. LOC shall cooperate with USATF in ensuring that appropriate language is placed on all ticket backs and accreditation credentials giving effect to USATF’s exclusive ownership of media rights in and to the Championships and restricting the use of photographs, videotape and other audio and/or visual recordings to noncommercial purposes and prohibiting all Internet use, without the prior written consent of a duly authorized representative of USATF.

10.2 USATF Sponsors. LOC acknowledges that USATF has legally binding contractual commitments to USATF Sponsors, respectively, which include, but are not limited to, requiring placement of USATF Sponsor signage at the Facility, at the headquarters and Athlete hotels, the placement of USATF Sponsor advertising in Championships publications and on competition bibs, the provision of free exposition space, free “prime or best” tickets and hospitality access, and parking privileges and access to event shuttle transportation. No entity or individual other than USATF Sponsors or licensees shall be granted the right to distribute premium or promotional samples or other items during the Championships, without USATF’s express written consent. Notwithstanding anything to the contrary contained herein, LOC shall ensure that LOC entities and/or contractors are similarly obligated to abide by the terms of this section and shall honor any and all USATF Sponsor obligations.

(a) Any required USATF Sponsor signage will be provided at no cost to the LOC. A list of USATF’s current national sponsors and Protected Categories are listed herein. USATF reserves the right to name additional sponsors or suppliers and augment the list of Protected Categories at any time. LOC shall contact USATF’s Marketing Department to verify the current status of their respective Sponsors and Protected Categories.

(b) LOC shall cooperate and consult with USATF to ensure that USATF Sponsor contractual obligations are met. It is expressly understood by all parties that all signage in and around the adjoining areas of the Facility are controlled by USATF. LOC shall ensure that only USATF Sponsor signage is visible by the broadcast equipment of the approved Championships broadcaster. Furthermore, LOC acknowledges any future Facility sponsor agreements will provide for an exclusion of any requirements for Facility signage during the Championships, unless otherwise approved and agreed to in writing and in advance by USATF.

(c) Unless otherwise agreed by USATF in writing, LOC will: (i) ensure that all food and beverages served at the Facility or Ancillary Events of the Championships, including at all hospitality areas and press conference areas, are provided by USATF Sponsors or are served in generic, unbranded containers, (ii) not authorize (and use commercially reasonable efforts to prevent) the distribution of samples or other promotional items in proximity to the sites of the Championships by entities other than USATF Sponsors, (iii) not authorize (and use commercially reasonable efforts to prevent)

Business Competitors of USATF Sponsors to publicize any sponsor, supplier or other commercial relationship with the Championships at or in proximity to the Championships, (iv) not permit any third party that is not a USATF Sponsor to publicize any commercial relationship with the Championships on the tickets therefor, and (v) use best efforts to provide USATF Sponsors the opportunity to supply any needed services or products for the Championships and to refrain from using services or products from any Business Competitors whenever possible. In the event a Business Competitor provides a service or product for the Championships, said Business Competitor shall not be permitted to promote their affiliation with the Championships or with the LOC during the Championships.

10.3 LOC Business Associates. Subject to USATF's prior written approval, LOC may approach and offer local and regional Business Associates mutually agreed upon commercial rights, opportunities and hospitality for the purposes of promoting and supporting LOC's responsibilities and obligations hereunder. In no event may said Business Associates be Business Competitors of USATF Sponsors. LOC shall submit all its negotiated sponsor packages to USATF for final approval, prior to entering into any legally binding commitments. The parties agree that only companies that have been mutually agreed to in writing by the duly authorized representatives of both parties, as described above, shall receive commercial identification for any product or service or any promotional matter of any kind (e.g., name, logo, trademark or trade name of any third party) to appear: (a) in camera-visible competition areas of the Championships, or (b) in camera-visible areas that are located in proximity to the sites of the Championships.

(a) Subject to the language above, LOC may sell local Championships sponsorships, only with the prior written approval of a duly authorized USATF representative on a case-by-case basis, which may be withheld at USATF's sole discretion, to the following entities:

- i. USATF Sponsors.
- ii. Third parties that do not conflict with USATF Sponsors.

LOC acknowledges that only USATF Sponsors who are also approved broadcast advertisers may have camera-visible signage at the Facility during the Championships. The design, placement, and dimensions of all signage is subject to the reasonable approval of USATF. The parties agree that there shall be no commercial identification of any product or service or any promotional matter of any kind (e.g., name, logo, trademark or trade name of any third party) to appear: (a) in camera-visible competition areas of the Championships, or (b) in camera-visible areas that are located in proximity to the sites of the Championships (to the extent controlled by LOC).

(b) LOC and USATF will consult, collaborate on, and jointly market Championships sponsorships mutually agreed upon by LOC and USATF in the previously named categories, based on a mutually agreed set of benefits, revenues, and expenses.

(c) USATF and LOC agree to meet within sixty (60) days of the execution of this Agreement to develop a cohesive and mutually agreed to plan for pursuing such sponsorships, which will include LOC's ability to market in line with the terms of this Agreement.

(d) LOC will keep USATF apprised of its pending sponsors. USATF reserves the right to name additional USATF Sponsors, at any time. LOC will notify USATF within ten (10) days of any changes in its Sponsors. In no event will the addition of such new

Sponsor negatively impact a Championships sponsorship agreement which was previously concluded in accordance with the terms of this Agreement.

(e) LOC acknowledges and agrees that only USATF retains the sole right to sell presenting or title sponsorship(s) with respect to the Championships, and that USATF may authorize broadcasters to sell presenting or title sponsorships(s) with respect to the Championships broadcast.

10.4 Food and Beverage Sales. All food and beverages served or sold at the Championships and provided by LOC or its approved licensees or concessionaires shall be served in non-branded containers if branding on containers is not that of a USATF Sponsor.

10.5 Event Exposition. LOC may provide and retain revenues from an exposition area for vendors and businesses; provided, however, that no entity or individual other than USATF sponsors or licensees shall be granted the right to engage in apparel or shoe sales, or to distribute premium or promotional samples or other items in the exposition area or at any Championships venue or facility. Furthermore, USATF Sponsors shall be provided with up to ten (10) first choice, prime location booths or spaces (no smaller than 10 feet by 10 feet) in the exposition area, free-of-charge. All direct costs (i.e., tent, electricity, etc.) related to USATF and to USATF Sponsors presence in the exposition area shall be the responsibility of USATF or USATF Sponsors. LOC shall consult with USATF with respect to the exposition area needs of USATF and USATF Sponsors.

10.6 Souvenir Championships Program. USATF shall design a souvenir Championships program (the "Event Program") and shall have sole control over the content and placement of content within the Event Program (and retain all revenue from the sale of space within the Event Program). Subject to USATF's prior consultation and approval, LOC shall make such arrangements for the printing and sale of (and retain all revenues from) the Event Program, and daily competition heat sheets, for the Championships. Such Event Program and heat sheets shall include or provide for the following:

(a) adequate space within the Event Program, as reasonably requested by LOC, shall be available to LOC in order to fulfill its contractual obligations to LOC Sponsors (all copy, advertisements, or art work necessary to fulfill LOC Sponsor obligations hereunder shall be provided to USATF on a date to be mutually agreed upon between LOC and USATF);

(b) placement of USATF Sponsor logo(s) on results sheets; and

(d) delivery to USATF, free-of-charge, of up to 300 Event Programs and 200 daily heat sheets, as USATF may reasonably request, for use by USATF to fulfill its contractual obligations.

10.7 National and Local Marketing. USATF shall conduct and control all national marketing and promotion related to the Championships. LOC shall conduct, subject to USATF's prior written approval, all regional and local area marketing and promotion of the Championships, provided that such regional and local area marketing and promotion shall recognize the (1) title sponsor, if any, of the Championships, (2) the fact that the Championships are part of the "USATF Championships Series," (USATF reserves the right to rename this series at any time, at its sole discretion) and (3) the fact that the Championships are "sanctioned by USA Track & Field." LOC and USATF shall consult and coordinate, where and when appropriate, their respective marketing and promotional activities, including Ancillary Events.

10.8 Merchandise and Licensing. USATF owns and controls all merchandising and licensing rights related to the Championships. USATF will control all aspects of merchandising sales and will retain all revenues from such sales. LOC shall provide USATF, free-of-charge, no more than two (2) point-of-sale locations (one location shall be no smaller than 50' x 120' and the other space shall be 40' x 60') for the exclusive sale of USATF merchandise, which locations shall be proximate to entrances to the Facility, the exposition area, and competition areas or in other prime locations, as determined by USATF in consultation with LOC.

10.9 Ticketing. USATF grants LOC the right to sell all tickets, and retain all revenues from Championships ticket sales, subject to the following:

(a) LOC and USATF shall mutually agree upon ticket pricing for the Championships;

(b) LOC shall design the Championships tickets with USATF approval. The LOC plan for the sales and distribution of tickets must be approved in advance by USATF, and shall meet all USATF Sponsor requirements;

(c) Provision of adequate Facility seating for Athletes and athlete support personnel (a minimum of 350 seats);

(d) Provision of 250 “prime or best” Facility tickets for each day of the Championships to USATF for USATF, USATF Sponsors and VIPs (including such credentials or passes as are necessary to access hospitality suites and/or sky-boxes located at the Facility) (any unused tickets will be released for LOC to sell);

(e) Provision of a ticket discount program for USATF members, athlete friends, and athlete family of at least ten percent (10%); such discount can be limited to advance sale tickets;

(f) LOC and USATF shall consult on ticketing of prime Facility seating locations and the necessary and required broadcast or print media “seat kills.”

(g) LOC shall cooperate with USATF in ensuring that appropriate language is placed on all ticket backs and accreditation credentials giving effect to USATF’s exclusive ownership of media rights in and to the Championships and restricting the use of photographs, videotape and other audio and/or visual recordings to noncommercial purposes and prohibiting all Internet use, without the prior written consent of a duly authorized representative of USATF.

10.10 Miscellaneous Revenues. Subject to USATF’s prior written approval, LOC may generate revenues or budgetary relief by means of charitable contributions, grants, and value-in-kind contributions, to the extent provided by applicable laws and, provided that such arrangements are consistent with USATF’s legal obligations to USATF Sponsors. LOC’s commitments to donors shall not supercede or displace USATF Sponsor benefits.

10.11 Use of USATF Designated Marks. Subject to USATF’s prior approval, USATF hereby grants LOC a limited license to only use USATF Designated Marks (as identified by USATF) in connection with promotion and/or advertising related to the Championships and for no other reason whatsoever; provided, however, that LOC shall not use USATF Designated Marks in connection



with any merchandise, apparel or any similar product without the express written consent of a duly authorized representative of USATF, which may be withheld at USATF's sole discretion. USATF may revise the USATF Designated Marks from time to time as it deems appropriate. LOC shall have no rights to any other USATF Marks. LOC shall submit to USATF exact copies of the proposed uses of USATF Designated Marks to USATF for USATF's written approval, in advance. All such uses of USATF Designated Marks by LOC shall inure to the benefit of USATF. This limited license to use USATF Designated Marks shall not in any way create any ownership rights in LOC to USATF Designated Marks, nor shall it give LOC the right to sublicense, assign or delegate USATF Designated Marks to any third party, including, but not limited to Local Sponsors or donors. Any use of USATF Designated Marks by LOC or its sublicenses must comply fully with all applicable Federal Trade Commission regulations and the regulations of any similar state agencies. LOC shall exercise its best efforts to prevent unauthorized use of any USATF Marks, including all USATF Designated Marks, or authorize USATF Marks, including all USATF Designated Marks, to be used or exploited, in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of USATF, nor in any manner that is contrary to applicable laws. In any event, no Championships Sponsor that is not a USATF Sponsor shall:

- (a) indicate or advertise that it is an "official sponsor," "National Sponsor," or otherwise a sponsor of or has any relationship with USATF,
- (b) state that USATF has endorsed, selected or approved of any of its products and services, or
- (c) use any USATF Mark or name except as identified herein, or as otherwise approved in writing by USATF.

LOC shall require that all Championships sponsors agree to comply with the provisions of this section. All designs, logos, trademarks and trade names created by LOC, incorporating any of the USATF Designated Marks or elements thereof, shall be subject to the prior written approval of USATF and shall become the sole property of USATF. Neither LOC nor Championships sponsors shall use any USATF Marks, except as identified herein. USATF shall create, design, and own the Championships logo ("Championships Logo") which shall be used for the promotion and marketing of the Championships. The Championships Logo and all such designs, logos, trademarks and trade names created for the Championships that incorporate any of the USATF Designated marks or elements thereof shall be the sole property of USATF. USATF shall, at all times, have the authority to approve any and all uses of the Championships Logo, including but not limited to, which vendors LOC may engage to produce materials which include the Championships Logo. Furthermore, USATF may revoke such approval at any time and for any reason, in its sole and unfettered discretion. Any and all rights or license to use USATF Designated Marks and Championships Logo granted to LOC shall terminate at 12:01 a.m. on the day following the Championships.

**11.0 PROMOTION AND MEDIA RELATIONS.** USATF and LOC shall consult and collaborate with each other with respect to the conduct and promotion of the Championships. LOC shall exercise its best efforts to make the Championships a successful, state-of-the-art sport spectacular, commercial venture and media event. Subject to approval of USATF in making decisions affecting the conduct of the Championships, LOC shall take into consideration the best interests of the participating Athletes. USATF shall consult with LOC to optimize public awareness of the Championships. LOC shall use its best efforts to promote the Championships, including radio, television, newspaper and trade publications, to generate substantial spectator and

community support and extensive national and international awareness in accordance with the budget. All proposed advertising or promotional materials, including all press releases, shall be submitted to USATF for approval at least twenty-one (21) days prior to its proposed printing date. Said materials shall only be deemed approved by USATF by written consent or by the failure of USATF to respond within twenty-one (21) days of its receipt of said materials from LOC. LOC agrees that it shall designate no less than Fifty Thousand Dollars (\$50,000) in cash and/or value-in-kind in its budget for advertising and promotion of the Championships. In addition, LOC shall identify USATF as the sanctioning body of the Championships in all printed materials related to the Championships, including but not limited to, advertisements, flyers and posters. Any willful or egregious action on the part of LOC which would constitute an act of moral turpitude in the community in which USATF resides or which would otherwise constitute public humiliation to USATF shall result in a material breach of this Agreement and USATF shall be entitled to immediately terminate the Agreement. Furthermore, USATF must approve the creation of any social media channels (including, but not limited to Facebook, Twitter, Pinterest and Instagram) used to promote the Championships. All hashtags or other naming conventions and postings shall be subject to USATF approval.

11.1 LOC shall consult and cooperate with USATF with respect to media relations related to the Championships, including, but not limited to without limitation, the content and distribution of all press releases and the planning and conduct of all press conferences.

11.2 LOC shall consult and cooperate with USATF with respect to the organization of all media operations for the Championships. LOC shall ensure that adequate planning, administration and space is allocated for services and equipment needs of all print and broadcast media (including credentialed photographers) attending the Championships. These plans shall include arrangements for the press box, interview area, photographer zones, and a mixed zone for the marshalling of Athletes for broadcast and print media interviews. LOC shall ensure that adequate communications systems, such as phone lines, high speed internet access, and functioning power outlets, are in place as necessary and appropriate for staging a first class sporting event, including but not limited to that necessary for credentialed media at the Championships.

11.3 LOC shall consult and cooperate with USATF with respect to press accreditation and the organization of all media headquarters; USATF shall have the right of final approval as to the systems, procedures and guidelines for press accreditation and the Parties to whom credentials are issued. USATF reserves the exclusive right to distribute credentials to the Championships broadcast media in cooperation with the LOC.

12.0 COOPERATION WITH USATF LOCAL ASSOCIATION. LOC understands that USATF has local Associations throughout the United States and that USATF's Bylaws require the participation of the relevant USATF local Association in organizing the Championships. LOC agrees to provide USATF designated local Association representatives with applicable credentials or tickets to the Championships and welcomes local Association's designated official representatives' involvement in awards ceremonies as may be desired by USATF.

13.0 INSURANCE. Throughout the Term of the Agreement, LOC shall provide and maintain, at its expense, the following insurance which shall protect LOC and USATF on a primary basis from any and all claims arising out of or in connection with the Championships and the obligations of LOC pursuant to this Agreement.

(a) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate. Such insurance shall include coverage for premises liability, contractual liability, products-completed operations, participant legal liability, personal and advertising injury, property damage and bodily injury liability (including death).

(b) Automobile Liability insurance covering liability arising out of LOC's use, operation and/or maintenance of any auto, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.

(c) Workers' Compensation insurance covering employees of LOC serving at the Championships, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.

(d) Umbrella and/or Excess Liability insurance with limits not less than \$10,000,000 each occurrence shall apply in excess of the Commercial General Liability, Auto Liability and Employer's Liability policy limits.

(e) Participant Accident insurance covering all participants in the Championships with limits not less than \$10,000 per participant for Accident Medical coverage and \$10,000 per participant for AD&D coverage.

(f) Event Medical Professional Liability insurance, if applicable, for volunteer physicians and all other volunteer healthcare providers providing services in connection with the Championships with limits not less than \$1,000,000 each occurrence and \$3,000,000 in the aggregate.

General Liability and Umbrella/Excess Liability insurance requirements shown above can be satisfied through the insurance provided by USATF as part of sanctioning. All such insurance required above shall be (1) considered primary with respect to claims arising out of the Championships; and (2) shall be written by insurance companies that are satisfactory to USATF and that are licensed to do business in the state in which the Championships takes place. LOC shall not allow any of the required policies to be materially changed, reduced or cancelled unless LOC provides thirty (30) days prior written notice thereof to USATF.

Upon execution of this Agreement and at each renewal of the required policies during the Term of the Agreement, LOC shall provide USATF with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

14.0 FINAL REPORT. LOC shall provide to USATF a final financial accounting and post-event report for future planning and educational purposes within ninety (90) days following the Championships. Said report shall include an economic impact study for the duration of the Championships as well as a demographic study of the attendees of the Championships, along with data relating to advertising activities and sponsorship sales. LOC shall also provide attendee data (email addresses) to USATF for USATF's use in future marketing efforts, if collected. USATF shall have the right for a period of one hundred eighty (180) days after receipt of the final LOC accounting to inspect, audit or otherwise examine LOC's books and records, financial statements, reports and other relevant data. Such examination shall be conducted at any time during normal

business hours, subject to forty eight (48) hours prior written notice. Within one hundred eighty (180) days after receipt of the final LOC accounting, USATF shall provide LOC either with final written approval of such accounting or with a written determination that such accounting does not conform to the terms of this Agreement or is otherwise inadequate. In the event that USATF determines the LOC final accounting is deficient, LOC shall have the right to respond in writing to USATF's findings. Such written response shall be submitted within thirty (30) days of receipt by LOC of USATF's written determination. USATF and LOC shall, within thirty (30) days of receipt by USATF of LOC's written response, meet and confer in a good faith, diligent effort to resolve their disagreement. In the event the Parties are not able to resolve their disagreement through such a meet-and-confer process, either Party shall have the right to elect to submit the disagreement to final and binding arbitration pursuant to Section 16.0. In the event of an agreed upon accounting deficiency, LOC shall reimburse USATF for its costs associated with said examination. USATF and LOC shall have no liability whatsoever as to any deficit incurred by the other. Along with the final LOC accounting, the LOC shall furnish USATF with the final version of the Championships operational plan with final conclusionary explanations of successes, failures and opportunities and suggestions for future improvements, based upon its experience of hosting the Championships.

### 15.0 INDEMNIFICATION.

15.1 LOC at its expense, shall defend, indemnify and hold USATF, the WA, their subsidiaries, if any, and their respective officers, governors, directors, employees, members, staff, sponsors, volunteers, agents and assigns (sometimes referred to individually as an "USATF Indemnified Party") harmless from any and all third party claims, causes of action, claims, demands, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which LOC is responsible arising out of or related to this Agreement ("Claims") including, without limitation, injuries or death to spectators, athletes or officials and property damage except to the extent such injuries, death and/or property damage are caused by the negligence or willful misconduct of an USATF Indemnified Party, but excluding all consequential losses and losses of profit except to the extent caused by the gross negligence or willful misconduct of an LOC Indemnified Party. In addition, LOC shall also indemnify the respective USATF Indemnified Party for LOC's: (i) use of USATF Marks, World Athletics or USOPC intellectual property in any manner not authorized by the respective USATF Indemnified Party; (ii) any breach by LOC of any provision hereof or the inaccuracy of any representation or warranty made by LOC herein; and (iii) product liability or general liability matters connected with any marketing or promotional activities conducted by LOC without written approval from the respective USATF Indemnified Party. LOC shall pay all costs, including reasonable attorneys' fees and damages finally awarded against any USATF Indemnified Party directly attributable to any such claim. USATF shall have the right, but not the obligation, to participate in the defense of the claim.

15.2 USATF, at its expense, shall defend, indemnify and hold LOC and its respective officers, governors, directors, employees, members, staff, sponsors, volunteers, agents and assigns (sometimes referred to individually as an "LOC Indemnified Party") harmless from any and all third party claims, causes of action, claims, demands damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements or proceedings brought against all or any of them as a result of any negligent actions or inactions or willful misconduct for which USATF is responsible arising out of or related to this Agreement ("Claims") including, without limitation, injuries or death to spectators, athletes or officials and property damage, except to the extent such injuries, death and/or property damage are caused by the negligence or willful misconduct of an LOC Indemnified Party, but excluding all consequential losses and losses of profit

except to the extent caused by the gross negligence or willful misconduct of an LOC Indemnified Party. USATF shall pay all costs, including reasonable attorneys' fees and damages finally awarded against any LOC Indemnified Party directly attributable to any such claim. LOC shall have the right, but not the obligation, to participate in the defense of the claim. Notwithstanding the foregoing, USATF's liability shall be limited to the rights fee stated in Section 3.0 above.

15.3 Each indemnification is conditional upon the indemnifying party being given notice as soon as practicable of any event likely to give rise to a claim or liability, the right to control the defense of such claim (to the extent the indemnifying party assumes responsibility for the outcome of the claim) and the full cooperation of the indemnified party in doing so. Notwithstanding the foregoing, if and to the extent that any claim involves the ownership or use of USATF Marks, the USOPC identifications, or any other Olympic Marks in the United States, USATF and/or the USOC, as applicable, shall have the right to control the defense of such claim without forfeiting its right to indemnification.

16.0 DISPUTE RESOLUTION. All disputes under this Agreement shall be resolved by arbitration by a single person agreed upon by the parties or, in the absence of agreement, appointed in accordance with the Commercial Rules of the American Arbitration Association. The dispute shall be adjudicated under and in accordance with the Federal Arbitration Act (as the same may be in effect in the United States of America at the time of the dispute) and the Commercial Rules of the American Arbitration Association (as the same may be in effect at the time of the dispute). The substantive law to be applied shall be the law of the United States of America and the State of Indiana without regard to conflict of laws principles. The costs of the arbitration shall be borne equally between the parties unless the arbitrator decides otherwise. The proceeding, including the making of the award shall be held at a location agreed by the parties or, in the absence of agreement, at a location in Indianapolis, Indiana designated by the arbitrator. The decision of the arbitrator shall be final and binding upon the parties except as otherwise provided in the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. The arbitrator shall have the right to award the prevailing party reasonable attorneys' fees. Nothing in this section shall prevent either party from seeking and obtaining injunctive relief in the same manner as it could have done if this clause was not included in this Agreement.

17.0 TERMINATION. In the event that LOC fails to perform its obligations under this Agreement in a timely manner, including the timely payment of the rights fee, then USATF may terminate this Agreement and withdraw LOC's right to conduct the Championships, by delivering written notice to LOC, which notice shall (a) detail the nature of its breach of its obligations under this Agreement, and (b) state that this Agreement will be terminated unless LOC remedies such breach within ten (10) days after its receipt of written notice from USATF. If the date of USATF's notice of breach is within One Hundred and Twenty (120) days of the published date of the Championships, then LOC shall have only five (5) days to cure its breach, prior to USATF's ability to exercise its right of termination. USATF will not have any obligation to LOC upon termination of this agreement hereunder, or under Section 18 below. Upon the expiration or termination of this Agreement for any reason, LOC shall cease all use of USATF Marks granted to LOC under this Agreement, and its rights to use same shall terminate. LOC shall immediately (a) cease distribution of all advertising and other materials bearing any USATF Marks, and (b) destroy or deliver to USATF all advertising and other materials bearing USATF Marks that are still in the possession of LOC or under LOC's control; provided that LOC may retain a limited number of advertising and promotional materials solely for its own archival purposes.

18.0 FORCE MAJEURE. “Force Majeure Event” shall mean any act, event or condition which is beyond the reasonable control of a party, which includes, but is not limited to: (a) acts of God, including fire, flood, earthquake, windstorm or other natural disaster; (b) the act of any government or governmental authority; (c) power failure, failure of telecommunications lines or satellite transmission, or failure or breakdown of plant, machinery or vehicles operated by a third party; (d) strike, lockout, or major athlete boycott (other than by Sponsor or USATF’s employees or subcontractors); (e) actual or genuine threat of the war, armed conflict, terrorist attacks, public civil war, disturbance or unrest, explosion, nuclear, chemical or biological contamination; (f) a state of emergency (declared or threatened) affecting any event or circumstance; and (g) a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind; or (h) any actual or threatened epidemic, pandemic, or other disease, virus, sickness or outbreak which could, in either party’s reasonable determination, put at risk and/or could endanger the health, safety or wellness of either party’s employees, subcontractors, third party personnel, the general public, or consumers/participants, regardless of geographic location, or for any other reason such that a the USATF season does not commence when regularly scheduled or is subsequently canceled or suspended, or Event is cancelled and not rescheduled (each, a “Force Majeure Event”).

18.1 Effect of Force Majeure Event. If either party is unable to perform or is precluded from performing any of its obligations under this Agreement due to a Force Majeure Event, such party shall have the right to terminate this Agreement by giving the other party written notice of such termination and the nature of such qualifying Force Majeure Event. If a party terminates this Agreement due to a Force Majeure Event, the affected party’s nonperformance of its obligations shall not be deemed a breach of this Agreement

19.0 REPRESENTATIONS AND WARRANTIES OF USATF. USATF represents, warrants, and covenants to LOC as follows.

19.1 It will comply with applicable federal, state and local laws, executive regulations and orders in carrying out its obligations under this Agreement.

19.2 It is a non-stock corporation duly organized, existing and in good standing under the laws of the Commonwealth of Virginia.

19.3 It is the national governing body of the sport of Athletics in the United States, as recognized by the United States Olympic & Paralympic Committee, pursuant to the Ted Stevens Olympic & Amateur Sports Act of 1998, as amended.

19.4 It is not now, and will not be so long as this Agreement remains in effect, (i) insolvent, (ii) in bankruptcy proceedings or in receivership or (iii) engaged in or threatened with any litigation or arbitration or other legal proceedings or investigation of any kind which would have an adverse effect on its ability to perform under this Agreement.

19.5 The execution and performance of this Agreement have been duly authorized and approved by USATF and is legally binding and enforceable against USATF in accordance with its terms. The undersigned persons of USATF have full power and authority to enter into and make the representations contained in this Agreement on behalf of USATF. The consummation of the transactions provided for in this Agreement will not result in any breach of, or constitute a default under any indenture, mortgage, contract or agreement (or any term or provision thereof) to which USATF is a party.

19.6 The USATF Designated Marks authorized for use by LOC are the sole properties of USATF. To the best of USATF's knowledge, such USATF Designated Marks do not infringe upon any patent, trademark, copyright, trade name, or other proprietary interests.

19.7 USATF expressly disclaims any representation or warranty that the Championships will take place or be conducted as currently planned. The parties agree that this Agreement is independent of the Championships and shall not be affected by the cancellation, modification and rescheduling of the Championships or any other actions or inactions affecting said Championships.

20.0 REPRESENTATIONS AND WARRANTIES OF LOC. LOC represents, warrants, and covenants to USATF as follows:

20.1 It will comply with all applicable WA and USATF Rules and Regulations, USATF bylaws, requirements and restrictions, and all applicable federal, state and local laws, executive regulations and orders in carrying out its obligations under this Agreement.

20.2 It is a corporation duly organized and validly existing under and by virtue of the laws of the state where its headquarters is located.

20.3 It is not now, and will not be so long as this Agreement remains in effect, (a) insolvent, (b) in bankruptcy proceedings or in receivership or (c) engaged in or threatened with any litigation or arbitration or other legal proceedings or investigation of any kind which would have an adverse effect on its ability to perform under this Agreement.

20.4 The execution and performance of this Agreement have been duly authorized and approved by the appropriate officers, board or other officials of LOC and the undersigned LOC persons have full power and authority to enter into this Agreement on behalf of LOC. The consummation of the transactions provided for in this Agreement will not result in any breach of, or constitute a default under any indenture, mortgage, contract or agreement (or any term or provision thereof) to which LOC is a party.

20.5 It has the requisite ability and resources to perform its obligations stated herein in addition to any other reasonable requirements proposed by USATF hereunder.

20.6 It has the requisite commitments, financial and otherwise, from third parties, if any, to conduct the Championships as contemplated in this Agreement.

20.7 It agrees to perform the Agreement conscientiously to the full extent of its ability and in a competent and professional manner.

20.8 It agrees to perform the Agreement in a good and workmanlike manner consistent with commercially reasonable standards.

21.0 MISCELLANEOUS PROVISIONS. The following miscellaneous provisions apply to this Agreement.

21.1 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Indiana (excluding its conflicts of law rules), and the Federal Trade Mark Act of 1946 as amended, and the Ted Stevens Olympic & Amateur Sports Act of 1998 regardless of its place of execution or performance, and the language of all parts of this Agreement shall in all cases

be construed as a whole according to its fair meaning and not strictly for or against any of the parties.

21.2 The section headings and captions are supplied for convenience of reference only and shall be given no weight or value in connection with the construction of this Agreement, nor shall any weight or value be given to the relative position of any provisions hereof in determining such construction. The singular shall include the plural, the plural shall include the singular, and any and all other genders.

21.3 In the event of a conflict between the terms of this Attachment E and the terms of the Request for Proposal, the terms of the Request for Proposal shall control and be final and binding on all parties.

21.4 Nothing contained herein shall be construed to place the parties in a relationship of partners, joint ventures, or principal and agent, and neither party shall have the power to obligate or bind the other party in any manner whatsoever, except as expressly stated herein. The parties further agree that no representations shall be made by either party that would create an apparent employment, partnership, or joint venture.

21.5 The waiver by either party of a breach of any of the provisions of the Agreement shall not operate or be construed as a waiver of any subsequent breach. Furthermore, no evidence of any waiver, modification, amendment or cancellation shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the Agreement, or the rights or obligations of any party hereunder, unless such waiver, modification, amendment or cancellation is in writing, duly executed as aforesaid. The provisions of this section may not be waived except as herein set forth.

21.6 Each and every section, term, and/or provision of this Agreement shall be considered severable and if for any reason any section, term, or provision hereof is determined by a court of competent jurisdiction to be invalid, contrary to, or in conflict with, any existing or future law, the invalidity shall not impair the operation or the effect of the remaining sections, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect.

21.7 Except as provided above in this Agreement, this Agreement, as defined in Section 1.0(a) above (specifically including all appendices attached hereto and thus incorporated herein), is the entire agreement between LOC and USATF with respect to the Championships and supersedes all other agreements and understandings, both written and oral, with respect to the subject matter hereof.

21.8 Except as expressly provided herein, this Agreement may not be modified, amended, or changed without a written instrument signed by the duly authorized representatives of both USATF and LOC.

21.9 The prevailing party in any action to enforce the terms of this Agreement shall be entitled to reimbursement from the other party of reasonable attorneys' fees and costs of enforcement incurred in such action. Additionally, all reasonable attorneys' fees and costs of collection incurred in connection with the collection of all amounts not paid when due hereunder shall be paid by the party from whom collection is sought.



21.10 All remedies available to either party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

21.11 The terms and conditions contained in the Agreement that by their sense and context are intended to survive the termination thereof by the parties hereunder shall so survive the termination of the Agreement.

21.12 The Agreement may be executed in one or more counterparts, and transmitted electronically or via facsimile, each of which for all purposes shall be deemed to be an original but all of which together shall constitute one and the same agreement. Only one counterpart signed by the party, against which enforceability is sought, needs to be produced to evidence the existence of the Agreement.

21.13 LOC acknowledges that USATF Marks possess special, unique and extraordinary characteristics that make difficult the assessment of monetary damages that would be sustained as a result of LOC's unauthorized use or misappropriation thereof. LOC recognizes that irreparable injury could be suffered by USATF in the event of the LOC's unauthorized use or misappropriation of USATF Marks, and therefore agrees that, notwithstanding any other sections in this Agreement, USATF may seek from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If USATF seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by LOC involving an unauthorized use of any USATF Marks, LOC agrees that it shall not allege in any such proceeding that USATF's remedy at law is adequate. If USATF seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall either party be deemed to have made an election of remedies. LOC hereby irrevocably submits to the venue and jurisdiction of the courts of the State of Indiana, and the courts of the United States of America located in Indiana with respect to any equitable relief that is sought under this Agreement by USATF.

22.0 NOTICES. All notices under this Agreement and other communications hereunder shall be deemed sufficient and considered received if given personally, or when sent by facsimile, or electronic mail, or by registered mail, certified mail, or recognized courier service (such as Federal Express, UPS, or other similar service provider) to the appropriate address as follows:

USATF: Renee Washington  
Chief Operating Officer  
USA Track & Field, Inc.  
130 East Washington Street, Suite 800  
Indianapolis, Indiana 46204  
Phone: (317) 261-0500  
Fax: (317) 261-0514

with copy to: USA Track & Field, Inc.  
ATTN: General Counsel  
130 East Washington Street, Suite 800  
Indianapolis, Indiana 46204  
Phone: (317) 713-4683  
Fax: (317) 261-0514

LOC:

Either party may provide the other party with a change of address by facsimile or registered mail addressed as provided in this section. Notices shall be effective upon receipt.

23.0 USE OF USATF NAME AND LOGO. LOC acknowledges USATF's sole ownership of and its exclusive right, title and interest in and to the USATF name or USATF Marks now or hereafter owned by USATF singly or in any combination.

23.1 LOC recognizes that USATF Marks possess substantial goodwill and economic value to USATF, and expressly agrees not to use such USATF Marks without the prior written consent of a duly authorized representative of USATF.

23.2 LOC shall only have the right to use USATF Designated Marks only in connection with the terms contained in this Agreement; provided that any such use shall be created by a USATF preferred vendor (as approved by USATF) and of a high standard, appearance and quality and suited to the protection and enhancement of the USATF Designated Marks in general and the goodwill inherent therein; and provided, further that LOC shall submit any proposed uses to USATF for its prior written approval and, in the event USATF approves any such proposed use, shall not depart in any respect therefrom without the prior written consent of a duly authorized representative of USATF and shall not adopt any uses or designs rejected by USATF.

23.3 LOC shall comply with all written instructions received from USATF concerning the use and manner of display of copyright and trademark notices in connection with its use of USATF Marks referred to above.

23.4 LOC agrees not to apply for or obtain any state, federal, or foreign trademark or service mark registrations pertaining to or including any such USATF Marks,

24.0 CONFIDENTIALITY. LOC will treat any and all information gained through the performance of its obligations hereunder for USATF in a confidential manner. LOC will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of USATF, without regard as to whether any or all of the foregoing information would be deemed confidential, material, or important. The parties hereby stipulate that any breach of the terms of this section is a material breach of the Agreement.

25.0 ASSIGNMENT. LOC shall not assign or delegate any of its rights, duties or responsibilities hereunder to any other entity without the prior written express approval of a duly authorized representative of USATF. No assignee of LOC permitted by USATF shall receive the right to further assign or delegate any of the rights, duties or responsibilities accepted by any such assignee from LOC without the prior written express approval of a duly authorized representative of USATF.

26.0 SAFESPORT POLICY. USATF strives to create an environment that is safe for athletes and free from misconduct, including particularly bullying, hazing, emotional misconduct, physical abuse and sexual abuse. Accordingly, LOC, or any of LOC's principals, employees, agents, volunteers or contractors engaging with, providing services to or otherwise supporting, directly or indirectly, any USATF identified athlete, including, without limitation, by providing services to specified athletes or teams, agrees to perform Services in accordance with USATF's SafeSport Requirements and Policies, as described in Appendix "J" of this Agreement. LOC represents and

warrants that he/she has provided and will provide copies of these policies to each of LOC's principals, employees, agents, volunteers and contractors providing services, as applicable.

EXHIBIT S

SAFE SPORT REQUIREMENTS AND POLICY

USA Track & Field has been committed to creating a culture that clearly advocates, and provides for, a safe environment in which our athletes compete and train. We believe this is paramount to the success of all our programs.

For the safety of our athletes, particularly our youth athletes, as well as all our member participants, USATF adopted the USATF Safe Sport Program back in 2014. Safe Sport at USATF aims to prevent sexual misconduct and abuse, bullying, hazing, harassment, physical abuse, and emotional abuse, in the sports of LDR, racewalking, and track and field. Our goal is to create a clear culture of awareness to protect the participants in our sports at all levels.

USATF's Safe Sport Program includes elements of governance, advocacy, education and communication, and compliance and monitoring. Additionally, an important aspect of USATF's Safe Sport Program is the requirement that certain individuals within USATF be USATF 3-Step Safe Sport Compliant. USATF currently requires members of the following groups to be USATF 3-Step Safe Sport Compliant: including, but not limited to, USATF National Office Staff, USATF Board of Directors, USATF registered coaches, club coaches, USATF certified officials, authorized athlete representatives, delegates, club leadership (i.e. club presidents, administrators, secretaries, coaches, etc., Association Safe Sport Volunteer Coordinators, and anyone with a role assigned to them on USATF Connect), National Team staff and other selected personnel, National Team Athletes, National Committee Chairs, Association leadership, Youth Executive Committee members, AAC Executive Committee members, AAC Event Leaders, contractors/vendors with access to athletes, and any other adult who has Authority and/or Regular Contact over athletes.

In order to be USATF 3-Step Safe Sport Compliant, these individuals must: 1) have a current USATF membership, 2) successfully complete the appropriate annual USATF background screen (which includes acknowledgement of the USATF Safe Sport Handbook and an agreement to abide by the respective code of conduct), and 3) successfully complete SafeSport Trained Core course, before having contact with athletes.

In accordance with our stated policy:

If an individual has regular contact with athletes:

1. USATF requires meet volunteers, workers, and staff that have regular contact with or access to athletes to be USATF 3-Step Safe Sport Compliant (as described above) at least two weeks prior to the start of the event. Additional information about this program can be found on our website.
2. If event is using vendors that have access to athletes, USATF expects such vendors to be held to the same safeguards. For example, this would occur if event is using face painters, DJs, balloon twisters, etc. that are working as independent contractors and not under the purview of this Agreement.

If an individual does not have regular contact with athletes:

1. USATF requires meet volunteers, workers, and staff that do not have regular contact with or access to athletes to obtain a USATF membership and complete the SafeSport for Volunteers training at least two weeks prior to the start of the event.
2. If event is using vendors that do not have access to athletes, USATF expects such vendors to be held to the same safeguards. For example, this would occur if event is using food trucks, custom apparel vendors, etc. that are working as independent contractors and not under the purview of this Agreement.

All individuals working and/or volunteering at the event shall refrain from all forms of misconduct, which include without limitation:

- a. All forms of sexual misconduct, including child sexual abuse;
- b. Emotional misconduct;
- c. Physical misconduct;

- d. Bullying;
  - e. Harassment;
  - f. Hazing; and
  - g. Any other policy or provision contained in USATF's Safe Sport Handbook
1. It is a violation of USATF's Safe Sport Handbook if an event volunteer, worker, and/ or staff knows of misconduct, but takes no action to intervene. Coaches, officials, volunteers, and other meet workers are required to immediately report violations of USATF's Safe Sport Handbook and suspicions or allegations of child physical or sexual abuse.
  2. USATF requires allegations or suspicions of sexual abuse, harassment, and misconduct to be immediately reported to the U.S. Center for SafeSport at <https://uscenterforsafesport.org/report-a-concern/>, and local law enforcement, if applicable.
  3. USATF requires allegations or suspicions of bullying, hazing, harassment, physical abuse and misconduct, and emotional abuse and misconduct to be immediately reported to USATF at <https://www.usatf.org/safe-sport/reporting-a-safe-sport-complaint>.
  4. The event director shall ensure that adequate safety and security services are available for the duration of the event.

**The event director shall provide the following:**

**A list of meet volunteers must be provided to the National Office via email at [safesport@usatf.org](mailto:safesport@usatf.org) in advance of the start of the event to ensure USATF Safe Sport Compliance is met. This list is to be updated on an ongoing basis as volunteers are acquired for the event. For example, a Google Sheet/Doc may be shared with [safesport@usatf.org](mailto:safesport@usatf.org) that contains a list of names of each volunteer, that USATF can monitor for USATF membership registrations, USATF background screen completions, and SafeSport training completions.**

**USATF's Safe Sport Policy is in accordance with the United States Olympic and Paralympic Committee's Safe Sport Policy and the U.S. Center for SafeSport's SafeSport Code. For additional information regarding a sanctioned event workers' obligations and reporting requirements under USATF's Safe Sport policy, please visit <https://www.usatf.org/safesport/reporting-a-safe-sport-complaint> and [www.uscenterforsafesport.org](http://www.uscenterforsafesport.org).**