



NLTRA Board of Directors Agenda and Meeting Notice Wednesday, November 1, 2017 – 8:30 a.m. Tahoe City PUD Board Room

NLTRA Mission

To promote tourism and business through efforts that enhance the economic, environmental, recreational and cultural climate of the area.

2017 Board of Directors

Adam Wilson(Chair)
Northstar
California

Samir Tuma (Vice Chair)
Kila Lake Tahoe

Christy Beck (Treasurer)
The Village at
Squaw Valley
**Finance
Committee**

Brett Williams (Secretary)
Agate Bay Realty
**Marketing
Committee**

David Tirman(Past Chair)
JMA Ventures,
LLC
**Lodging
Committee**

Jennifer Merchant (Erin Casey-Alternate)
Placer County
CEO Appointee

Gary Davis
JK Architecture
Engineering
CI/T
Committee

Eric Pilcher
Moe's BBQ/Gear
& Grind
BACC

To Call in: Dial (712) 770-4010, 775665#

Items May Not Be Heard In the Order They Are Listed

A. 8:30 a.m. Call to Order-Establish Quorum

B. 8:35 a.m. Public Forum: Any person wishing to address the Board of Directors on items of interest to the Board not listed on the agenda may do so at this time. It is requested that comments be limited to three minutes since no action may be taken by the Board on items addressed under Public Forum.

C. Agenda Amendments and Approval-MOTION

D. Consent Calendar-MOTION (10 minutes) 8:35-8:45

All items listed under the consent calendar are considered to be routine and/or have been or will be reviewed by the Board, and approved by one motion. There will not be a separate discussion of these items unless a Board member or staff person requests a specific item be removed from the consent calendar for separate consideration. Any item removed will be considered after the motion and vote to approve the remainder of consent calendar motions.

1. Board Meeting Minutes –

- a. October 16, 2017 (Page 1) [Link to online document](#)
- b. Board Strategic Planning Retreat October 16, 2017 [Link to online document \(Page 5\)](#)

The Committee Action Summary is provided for informational purposes only. Minutes are available as finalized at www.nltra.org

2. Committee Minutes

- a. BACC October 12, 2017 [Link to online document](#)
- b. Marketing October 24, 2017 Will be posted online when available.
- c. Finance October 26, 2017 Will be posted online when approved.

3. Contract Approval (Projects whose funding has already been approved by the NLTRA Board and Board of Supervisors or funding requested is under \$50,000)

None at this time

Karen Plank
Placer County
Board of
Supervisors
Appointee

**Aaron
Rudnick**
Truckee River
Raft Co.

Quorum - 6
Majority of the
NLTRA Board
Representatives

**Advisory
Board**
Tom Lotshaw
TRPA Non-Voting

E. Action Items (120 minutes) 8:45-10:45

1. **Consideration of Bylaws Change Revising the Date of the Board of Directors' Election discussion and possible approval. (Page 42)**
2. **Consideration of Revisions to the Composition of the Board of Directors. (Page 46)**
3. **Multi-year Event Policy discussion and possible approval. (Page 48)**
4. **WinterWondergrass contract discussion and possible approval. *see additional backup documents in Part Two (Page 50)**
5. **Tough Mudder contract discussion and possible approval. (Page 55)**
6. **North Lake Tahoe Summit Lacrosse Tournament contract discussion and possible approval. (Page 61)**
7. **Spartan Race contract discussion and possible approval.*see additional backup documents in Part Two (Page 65)**

F. C.E.O. Informational Updates – Verbal Report (10 minutes) 10:45-10:55

G. Reports/Back up Documents-Meeting Packet Part Two

The following reports are provided on a monthly basis by staff and can be pulled for discussion by any board member

1. **Destimetrics Report (Page 1)**
2. **Membership Accounts Receivable Report, September 2017 (Page 2)**
3. **Membership Staff Report (Page 3)**
4. **Membership Upcoming Events/Programs (Page 4)**
5. **Conference Revenue Statistics Report (Page 5)**
7. **Monthly Summary of Transportation Meeting Outcomes (Page 9)**
8. **Finance Committee Reports, (Draft) September, 2017 (Page 11)**
9. **WinterWondergrass Survey Results (Page 49)**
10. **Tough Mudder 2016 Event Recap (Page 99)**
11. **Spartan 2017 Event Recap (Page 110)**

H. Directors Comments (10 minutes) 10:55-11:05

I. Meeting Review and Staff Direction (5 minutes) 11:05-11:10

This meeting is wheelchair accessible

Posted and Emailed (x)



north lake tahoe
Chamber | CVB | Resort Association

**NLTRA Board of Directors
Agenda and Meeting Minutes
Monday, October 16, 2017 – 11:00 a.m.
Village at Northstar
Boardroom**

- A. Meeting Called to Order at 11am-Established Quorum
Board Members in attendance: Adam Wilson, Christy Beck, Erin Casey, David Tirman, Samir Tuma, Brett Williams, and Gary Davis via telephone.
Staff Members in attendance: Cindy Gustafson, Ron Treabess, Andy Chapman, Lauren Sully, Sarah Winters, Anna Atwood, Emily Detwiler, Jason Neary, Al Priester, Dawn Teran
Public in attendance: Lindsay Romack, Lauren Obrien and Keith Fountain via telephone.
- B. Public Forum: Any person wishing to address the Board of Directors on items of interest to the Board not listed on the agenda may do so at this time. It is requested that comments be limited to three minutes since no action may be taken by the Board on items addressed under Public Forum.
No public comment
- C. Agenda Amendments and Approval
MOTION to approve agenda M/S/C (Samir/Brett/6-0-0)
- D. Consent Calendar
All items listed under the consent calendar are considered to be routine and/or have been or will be reviewed by the Board, and approved by one motion. There will not be a separate discussion of these items unless a Board member or staff person requests a specific item be removed from the consent calendar for separate consideration. Any item removed will be considered after the motion and vote to approve the remainder of consent calendar motions.
1. Board Meeting Minutes –
MOTION to approve September 7, 2017 minutes and Consent Calendar items M/S/C (Brett/Christy/6-0-0)
Board Meeting Minutes –
The Committee Action Summary is provided for informational purposes only. Minutes are available as finalized at www.nltra.org
 2. Committee Minutes (all are posted online)
 - a. BACC October 12, 2017
 - b. Marketing July 29, 2017 (No Meeting in August)
 - c. Finance September 1st, 2017 and September 28th,
 3. Contract Approval (Projects whose funding has already been approved)

by the NLTRA Board and Board of Supervisors or funding requested is under \$50,000)

- None at this time

E. Action Items

1. MOTION: Review and possible approval for Winterwondergrass Squaw Valley Contract-Andy / Cindy

Recap of last year's events in packet.

MOTION to approve Winterwondergrass contract. M/S/C (Brett/Christy/6-0-0)

- Cindy: Regarding other events; Spartan, Tough Mudder, Lacrosse (that are not in the budget this year and multi-term contracts) she will meet with Erin before bringing them to the November Board meeting.
- Brett asked about survey results from Tough Mudder and Spartan. Cindy said that Amber is putting together statistics. Adam requested information from Andy regarding growth, and Andy will supply that information.

2. MOTION: Review and possible approval of contract with Andy Chapman during Tourism Director / CEO Transition. Not to exceed \$24,000.

- Erin asked about the recruitment process. Cindy reported that there are 12 candidates out of 49 applicants remaining. Screening next then reducing to smaller group of candidates. Well- rounded wide-spread candidates.

MOTION to approve contract with Andy Chapman during Tourism Director/CEO transition not to exceed \$24,000. M/S/C (Samir/Brett/6-0-0)

F. Informational Items

1. County Process/Negotiations Update

- Adam reviewed information regarding meetings with County, suggested a more formal press release prior to next week's board meeting.
- Transportation- will play a role as a member on the seat of the boards and support tourism master plan, and participate as a member of TMA, PCTDA
- Capital Improvement/Infrastructure- A new committee is being formed co-chaired with Placer County. A tentative Board structure: 2 seats/Business Assns., 2 seats/Special Dist. & PUDs. 2 seats/RA, 2 seats/County, 1 seat/Transportation 1 seat/Lodging, 3 seats/at large (focused on housing, social services, arts & culture.)
- Upcoming public community meetings regarding the NLTRA Board restructure co-chaired by Placer County and the NLTRA in support and implementation of the Tourism Master Plan. Will be presenting the board structure and accepting applications for At-Large Board seats.
 - November 1 in Kings Beach
 - Nov 7 Tahoe City
 - Nov 8th Donner Summit
- Erin added that the public meetings will include reviewing the Tourism Master Plan; what has been accomplished what's outstanding, what needs to be added, and funding. Samir petitioned all the public and county to "think new".

- Discussion regarding projects that are already in the works, that it would be important that the NLTRA be involved with determining what tasks are involved. It is also important that the changes be explained to current project managers.
- Discussion about current projects, and how to approach.
 - Funding – Adam explained that there has been discussion with the County regarding funding buckets, planning, prioritizing, a committee and community involvement and a plan for protecting dollars for the area. A TOT investment policy is hopeful to be adopted by Placer County at the next Placer County Board of Supervisors meeting that will guarantee 100% of the TOT dollars to this region. Erin confirmed that is the proposal amount.
 - At the Strategic Planning Retreat, three areas of increased funding-TBID, increased TOT and sales tax-will be evaluated for which would have the most success.
 - Ron commented that an additional source is matching funds, and that will continue to be sought.

2. Update on Squaw Valley |Alpine Meadows Micro Mass Transit

- Keith Fountain reported on history of Squaw Valley & HOA.
- Brett asked about the TBID range. Keith responded that the boundary is Squaw Valley and Alpine Meadows, intra-valley shuttle service is the goal. Brett expressed his concern about transportation and asked for consideration to put the TBID with the projects that are of concern in the entire region as well. Keith expressed that he believes that all their TOT should be put into transit as a top priority. Keith extended an invitation to Cindy to attend SV Monthly meetings.
- Samir asked when the busses in the valley might begin. He responded February, and reviewed dollar amounts which are included in the packet.
- Keith said that they are hoping for a chariot to/from TC and Truckee to compliment TART.
- Samir asked if there is an intent to start prior. The answer is no; that would require approval from the District, and funding from Squaw, and additional dollars from County. Samir asked if in the situation that the funding from the County didn't come through, would they still move forward? Keith reviewed dollar amounts, and believes that they could begin without the County funds.

G. Reports/Back up Documents-Meeting Packet Part Two

The following reports are provided on a monthly basis by staff and can be pulled for discussion by any board member

1. Destimetrics Report Membership Accounts Receivable Report August 2017
2. Membership Staff Report
3. Membership Upcoming Events/Programs
4. Conference Revenue Statistics Report
5. Capital Investment/Transportation Activity Report
6. Monthly Summary of Transportation Meeting Outcomes
7. Finance Committee Reports, *(Draft)* August, 2017

*One correction on Dashboard. Conference Revenue on page 38. Total revenue booked, total conference revenue should be up on the top of the line, so the conference numbers should be corrected.

8. CEO Updates (oral presentation)

- Brendan Madigan resigned effective immediately due to health reasons.
- Elections due, will be getting information out. 5 positions are up for renewal. *This is being delayed until early 2018 due to Board restructuring. See Board Strategic Planning Session minutes.
- Fish sculpture is owned by NLTRA but artist wanted \$8 mil compensation. We are requesting he move the sculpture, or allow us to move it.
- Cindy will be attending the Squaw Valley forum.

H. Directors Comments

- Erin: Agenda reviewed agenda items for the October 23rd County Board Meeting. Erin encouraged NLTRA Board attendance at upcoming Placer County Board Public Meetings.

I. Meeting Review and Staff Direction

- Cindy will provide feedback from special events regarding results and address the growth for events.

J. Board Adjourns to Strategic Planning Session with Lauren OBrien 12:00 p.m. – 5:00 p.m.

Meeting adjourned at 12:12 p.m.

Board Retreat 10/16/17

- **Presentation with Notes added.**
- Strategic Planning Retreat
- October 16, 2017
- Facilitator: Lauren O'Brien
-
- Board members in attendance: Adam Wilson, Christy Beck, Erin Casey, David Tirman, Samir Tuma, Brett Williams
- Staff in attendance: Andy Chapman, Cindy Gustafson, Ron Treabess, Lauren Sully, Sarah Winters, Anna Atwood, Jason Neary, Al Priester, Dawn Teran.
- Public in attendance: Lindsay Romack, Lauren O'Brien, Joy Doyle, Mike Staudenmayer



Agenda

- Overview (History, Mission, SWOT)
- Vision per the Tourism Master Plan
 - Closing the gap
 - Role of NLTRA
- Committee Recommendations Review → Solidify next steps
 - Marketing
 - Chamber
 - Governance
- Governance Structure Discussion

North Lake Tahoe Resort Association – Background and History

HISTORY OF TOT COLLECTIONS IN PLACER COUNTY

- 1965 - Transient Occupancy Tax collected in Placer County
- 1983 – Sometime before 1984 - 50% to General Fund to augment County services for Tourism impacts
50% to Chamber/VCB for promotions, visitor services and special cultural and sport events
- 1984 - Increased from 6-8% TOT Advisory Committee established by Board of Supervisors
additional 2% used for construction of conference/community-use facilities in Tahoe
- 1995 – North Lake Tahoe Tourism Master adopted, **NLTRA formed**
- 1996 – TOT increased from 8-10%
additional 2% used for Infrastructure development and visitor related services
- 2002 – Renewal of 2% for 10 years
- 2012 – Renewal of 2% for 10 years



NLTRA Mission Statement

**TO PROMOTE TOURISM AND BENEFIT BUSINESS
THROUGH EFFORTS THAT ENHANCE THE
ECONOMIC, ENVIRONMENTAL, RECREATIONAL,
AND CULTURAL CLIMATE OF THE NORTH LAKE
TAHOE AREA**



n north lake tahoe

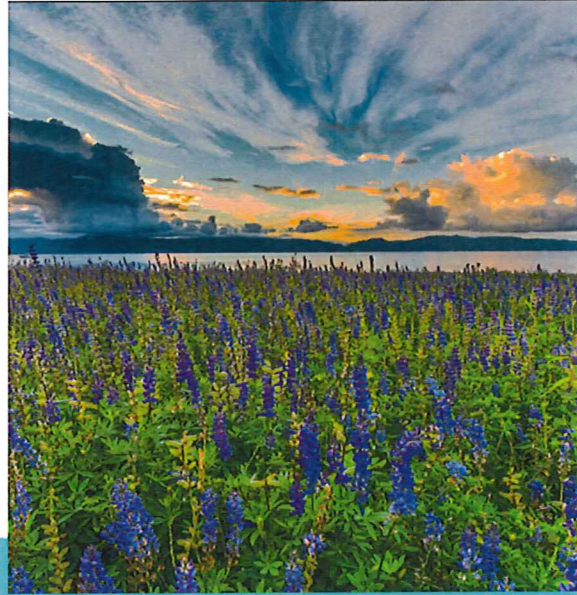
TOT Collections by Area



 north lake tahoe

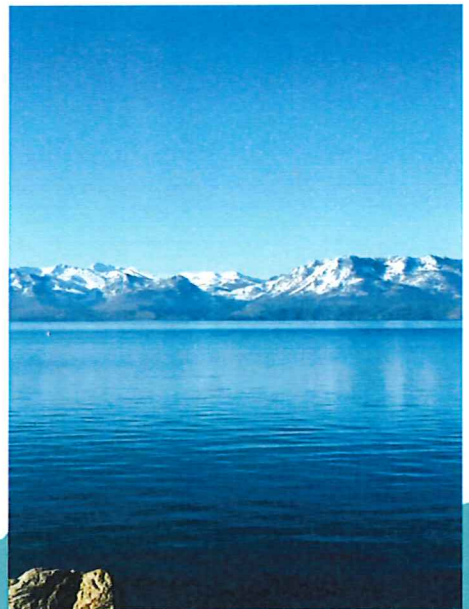
Board Feedback

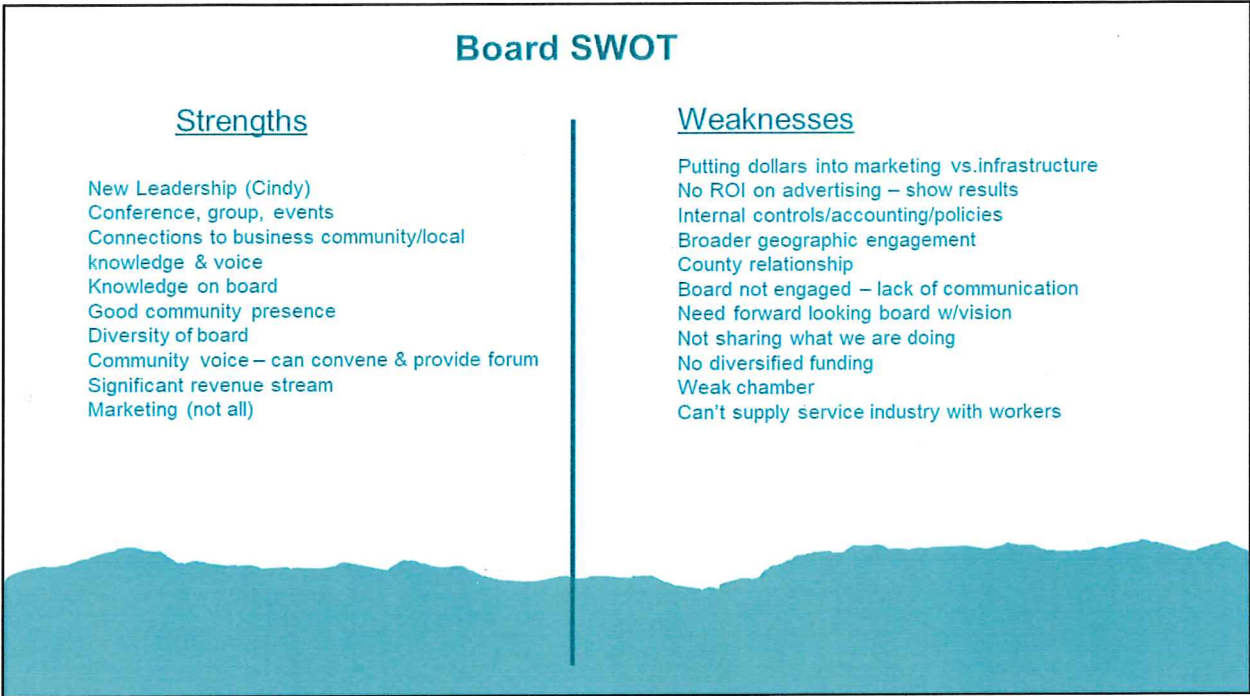
- Mission
- SWOT
- Comments



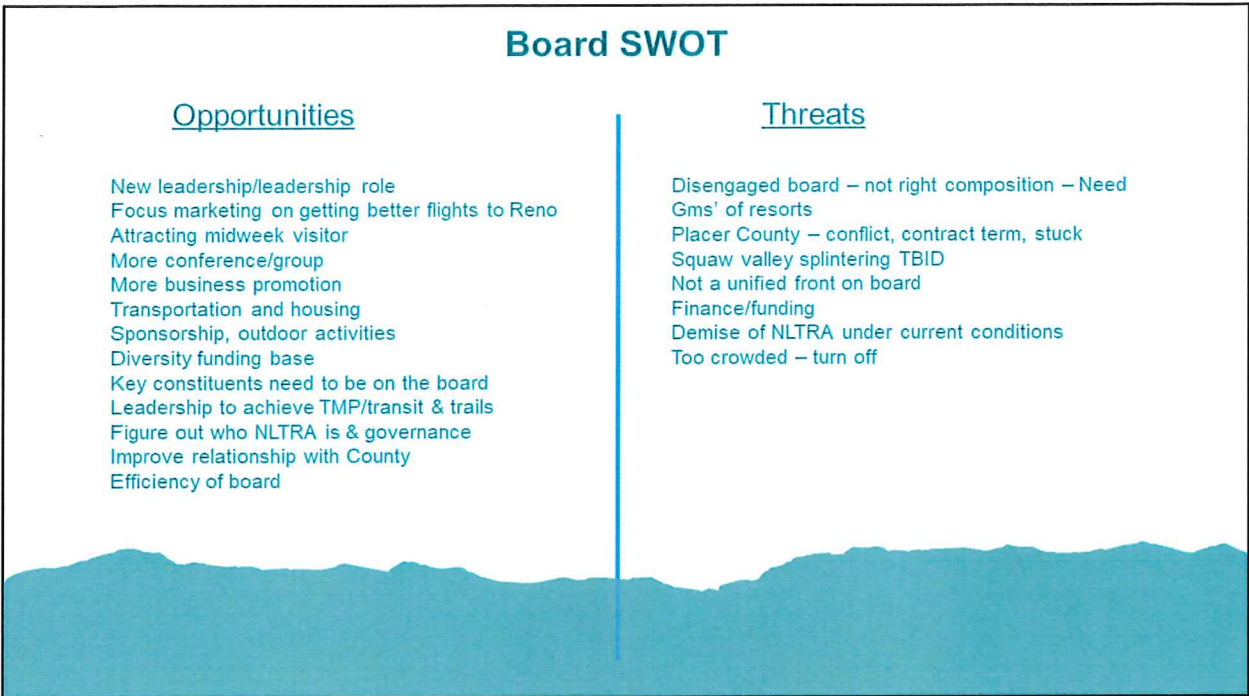
Mission

- Achieve TMP or convene around achieving TMP
- Marketing & tourism (out of area)
- Economic development advocate/voice for areas
- Represent business community – driving tourism to NLT
- Strong Chamber role: community advocacy





- Add under Weaknesses “Board structure”
- Add under Weaknesses “ROI method for results”



- Add under Threats, “GM’s of Resorts should be on Board.”
 - Add under Threats, Demise of NLTRA “with the County situation.”
 - Threats-Too crowded – turn off, this threat is “directed from the guest perspective.”

Other comments

- Committee Recs
 - In general most agree some not familiar
 - Chamber one – well done – should be lead org. but most at risk – no \$'s
- To achieve TMP – diversity of opinions
 - Move more marketing dollars to transportation & infrastructure
 - Keep marketing dollars we need them to stay competitive
 - Wildly underfunded – need to figure out how to raise \$'s
 - People get disillusioned that we don't have \$'s
 - County can not do it alone – can't move fast enough
 - Need to figure out how to close the gap (need infrastructure before more marketing)
 - Not very up to speed on this though vision is impt.

Other comments

- Fundraising
 - In favor of TBID as a region
 - TOT should be 14%
 - Need strategy to fund gap & public support
- Governance/board dynamics
 - Communication: Don't feel free to speak up/respected/not enough info to engage
 - Prefer County not on board - need to trust, not aligned,
 - Number of seats:
 - Not more people - keep simple, like#, don't think you can recruit more
 - More people better – recusals, at large, more categories
 - Keep DMO and Chamber boards close/not convinced about separate boards

-Move ahead to research these items:

1. Sales Tax-Transit & Transportation
2. TBID

-Lodging, retail, restaurants and recreation.

-Need to know \$ that could go to Chamber. What are the funding streams for the Chamber?

-Chamber could get Tier 2 & 3 revenue.

3. TOT (& uncollectibles)

Partner Feedback

- Mission
- SWOT
- Comments



Mission

- Heads in beds
- Tourism and PR of NLT region
- Represent business and regional interests
- Fulfill tourism master plan
- Oversight on how TOT is spent

The last bullet regarding the Chamber role does not align with mission, it is not consistent.

Partner SWOT

Strengths

Ability to market the region
Web and social media
Promoting community needs/infrastructure
Partnership with Incline
Good DMO

Weaknesses

More holistic representation of NLT/seems bifurcated
Chamber is broader than tourism- many feel left out
Don't stick with things long enough – mktg. strategy
Voice of small business not heard
Chamber should be lead organization – now weak
Downtown associations should have smaller boundaries –not good for chamber
County relationship

Opportunities

Being a bigger broader voice for NLT
Represent all communities of NLT
Experiential marketing to differentiate from other areas (CO, UT)
Partner with business community – (Reno)
What is real vision of our community – more than tourism
Like committee recommendations

Threats

County's misunderstanding of value of NLTRA
South Lake Tahoe – undergoing Renaissance
Outdated infrastructure
Business barriers to entry in NLT vs. other areas
Small thinking about region
Need dollars for aging infrastructure
Loss of local control and local expertise – they are leaving

Other comments

- Focus on gap to achieving TMP
- NLTRA knowledge of NLT needs is stronger than County's
 - Loss of local control will hurt achieving TMP
- Agree with TBID
- Opportunity to make Tahoe City/NL a remote working place
- Think you need two boards for chamber and DMO
- Need to think about community and economic development
 - Look at what Reno has done
- Agree with committee recommendations

OUR REGIONAL VISION



Tourism Master Plan Priorities

Visitor Activities & Facilities: Tier 1 Priority		Annual	8 Year Estimate
Provide connected trail systems throughout North Lake Tahoe including:			
	Class 1, Mtn Bike, Nordic trails	\$ 6,456,250	\$ 51,650,000
	Bicycle signage and amenities	\$ 40,000	\$ 320,000
	Capital replacement program for trails	\$ 500,000	\$ 4,000,000
	Winter use of trail systems	\$ 100,000	\$ 800,000
	Trails Total	\$ 7,096,250	\$ 56,770,000



Tourism Master Plan Priorities

Transportation: Tier 1 Priority		Annual	8 Year Estimate
	Fund and implement the Transit Vision to provide frequent, fun, and free Transit Service	\$ 3,100,000	\$ 24,800,000



-8 Year plan.

-Strategize Tier 1 and Tier 2 Priorities.

- Placer allocating on annual basis but money might be earmarked in order to be successful and leveraging (Tier1 vs Tier 2).

Tourism Master Plan Priorities

Marketing and Visitor Information: Tier 1 Priority		
	Annual	8 Year Estimate
Increase domestic and international destination visitors traveling from longer distances	\$ 1,900,000	\$ 15,200,000
Implement user-friendly visitor guide technology, accessible on a variety of devices	\$ 300,000	\$ 2,400,000
Marketing/Visitor Information TOTAL	\$ 2,200,000	\$ 17,600,000



- These totals are in addition to the current budget.

Tourism Master Plan Priorities

Tier 1 Priorities - Summary			
		Annual	8 Year Estimate
	Visitor Activities & Facilities	\$ 7,096,250	\$ 56,770,000
	Transit	\$ 3,100,000	\$ 24,800,000
	Marketing/Visitor Information	\$ 2,200,000	\$ 17,600,000
	TOTAL Additional Funding Needed	\$ 12,396,250	\$ 99,170,000



- 4.4 mil is actual total including fund balance remaining from last year.
 - 45,000 existing, not including, the current 2% TOT coming in (non-collected.)
 - Raise money for Civitas research.
 - Under Funding Strategies, should be ½ cent sales tax. Trails, transit and transportation.
 - Call group (Stacey, JT, Alex, Jim) back together and invite to November meeting.

TOT Leverage of Capital Investment

1996-2016

\$ 34,912,431	TOT investment in Infrastructure
<u>\$ 206,794,114</u>	Matching Funds from Other Sources
\$ 241,706,545	Total Expended

TOT represents 14% of Total Investment made in since 1996



n north lake tahoe

Tourism Master Plan Priorities

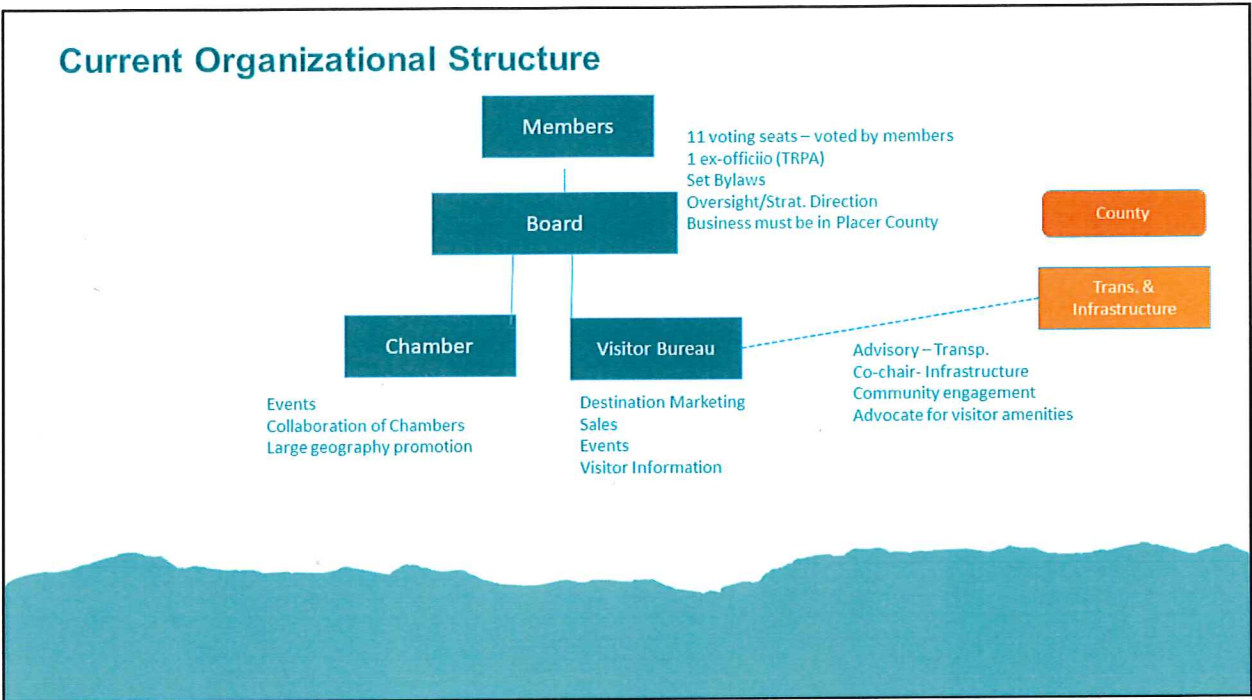
Tier 1 Priorities		Annual	8 Year Estimate
TOTAL Additional Funding Needed		\$ 12,396,250	\$ 99,170,000
Funding Strategies			
½ % Sales Tax	\$	1,500,000	\$ 12,000,000
2 % TOT/Lodging TBID	\$	3,200,000	\$ 25,600,000
County TOT (uncollectibles)	\$	<u>5,000,000</u>	<u>40,000,000</u>
Total Funding Strategies	\$	<u>9,700,000</u>	<u>77,600,000</u>
Gap (or required leverage)	\$	(2,696,250)	(21,570,000)



WHAT IS THE ROLE OF NLTRA IN ACHIEVING THIS VISION?



HOW DO WE CLOSE THE GAP TOGETHER?



*See additional page at end of presentation

Organizational Task Force Recommendations

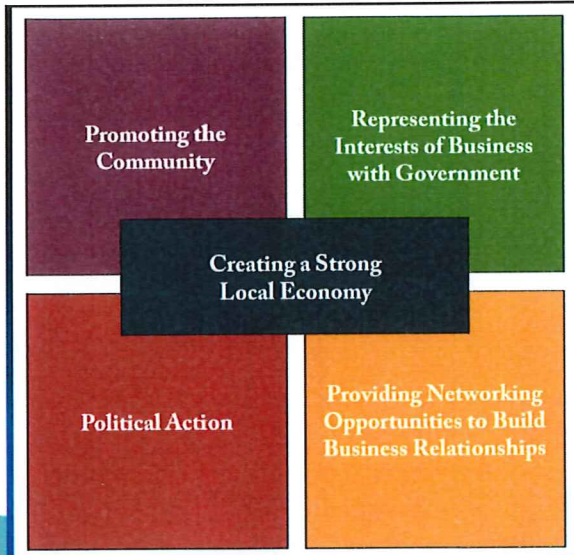
	Recommendations	Responsible Party
Marketing	➔ Define strategy and role for the DMO	Board & major stakeholders
	Include strategy for collaboration	Board & major stakeholders
	Evaluate the DMO spend compared with other similar destinations	Staff
	➔ Strengthen DMO role to be more competitive	
	Identify dollars needed to do the job	Board /Staff
	Strategic focus on expanding alternative resources for long-term vision	Board /Staff
	➔ Consider TBID and/or TOT to raise additional funds	Board
	Expand sponsorships and grants to raise funds	Staff

Organizational Task Force Recommendations

Chamber	Recommendations	Responsible Party
	➔ Strong regional Chamber is needed to represent and serve the broader business community	Board
	➔ Funding should be driven by membership, sponsorships and some public funding, creating a diversified sustainable revenue base	Board/Staff
	Deliverables derived from this process, including the "Programmatic Priorities" should inform a broader strategic plan and next steps	See below
	The deliverables need to be further explored	Chamber Committee
	Economic Development - assist with permits	TBD
	Community Development - Housing	Board/Staff - Underway
	Workforce Development - Recruitment & Retention	Staff
	Legislative Advocacy - State and Local	Board/Staff
	Collaboration is key to a strong chamber, before expanding areas of service	Chamber Committee - Underway
	Check in at least annually to ensure progress to the strategic plan	Chamber Committee
	Follow the Draft Conceptual Shared Guiding Principles developed by Committee	Chamber Committee - Underway

ROLE OF CHAMBER

- Helping businesses prosper & helping our communities thrive
- Catalyst, convener, champion
- Depth of Knowledge
- Unimpeachable Trust
- Universal Respect
- Advocate for Business
- Pillar of the Community



Organizational Task Force Recommendations

Board Governance	Recommendations	Responsible Party
	Broaden representation of stakeholders to provide vision and direction to staff and committees, maximizing flexibility for inclusion of diverse industry sectors and geographic areas.	
	Determine County staff's role on Board	Board/County
	➔ Consider size of Board 15-20	Board
	Move meetings throughout area	Staff - Underway
	Consider live-streaming of meetings	Staff
	➔ Provide a larger number of At-Large seats providing diversity of industries	Board
	➔ Provide greater public access of files on website	Staff
	➔ Reconsider the current term limits, may be harming the organization	Board
	Increase succession planning for board members	Board & Staff

Organizational Task Force Recommendations

	Recommendations	Responsible Party
Board Governance		
	<p>Broaden representation of stakeholders to advise staff and board on execution of strategic goals and mission, through specific expertise, geographic diversity, and industry perspective as appropriate.</p>	
	<p>➔ Establish a Chamber Committee</p>	Board
	<p>Move meetings throughout area</p>	Staff - Underway
	<p>Actively manage potential conflicts of interest rather than restricting membership</p>	Board & Staff Underway
	<p>Broader notification of committee meetings and agendas</p>	Staff
	<p>Provide an accessible, easy to understand framework of rules to govern operations and adequate information to assist with decisions that impact the organization and the community.</p>	
	<p>➔ Subcommittee of Board to work on full review of bylaws/supplemental operating procedures</p>	Board/Staff/ Legal
	<p>Simplifying Placer County Contract - extending length</p>	Board/Staff/County
	<p>Employee handbook - to update new HR laws in California</p>	Staff/Consultant



Governance

Current

11 Voting Members + 1 Ex Officio

Elected Seats:

Large Lodging

Small Lodging

Real Estate/Property Management

Restaurant

Retail

Recreation

Ski Area

General

At Large

Appointed Seats:

Board of Supervisors Appointment

County CEO Appointee

Suggestion

13-15 Voting Members + 1-2 Ex Officio

Combination of Designated Seats

Elected Seats and

Appointed Seats

Ensuring geographic diversity,
representation of key industries,
Representation of TOT collections,
as well as providing opportunity for other
business types.



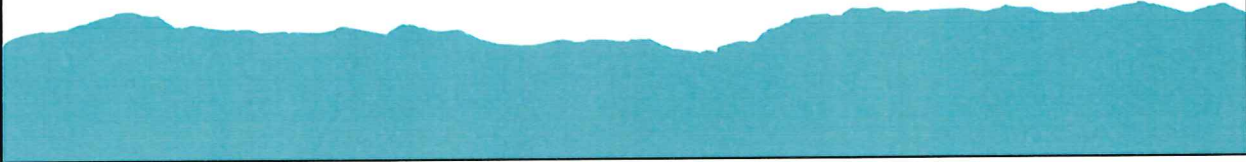
*See additional page at end of presentation.

END

Chart to right was created by Lauren O'Brien regarding funding and added from notes taken at the presentation to the Board on 10/16/17:

(add on TOT and Non-Collectibles)

			Fund	
Infrastructure	Existing	TMP	Strategy	
	1.9 mil	7.1m	3.2m	
	2.5 mil	3.1m	1.5m	(5.5m)
	4.4 mil	10.2m	4.7m	
Marketing	3.2 (2.2m)		3.2m (TBID)	
		12.4m		
	TMP-Update?			
	Is this the lens?			



END

*This slide is comprised of notes taken at the presentation to Board on 10/16/17

- Next Steps: Governance
 - - What is the role of Ex-Officio?
 - - What is the role of County?
 - - Consider Chamber role.
 - - DMO and relationship with Chamber needs to be addressed.
 - - Look into composition with Chamber.
 - - Bylaw and governance changes with timing and term limits, work with Executive Committee-December Board meeting.
 - --Agendize Chamber Subcommittee work and direction to adapt to outcome (1 hour).
 - -Invite Subcommittee members and Cindy to meet with the subcommittee beforehand.
 - -Subcommittees need to be defined to figure out Board Structure.
 - -Figure out barriers to small business participation.

Governance Actions

- November agenda: proposal of new structure
 - Possible postponement of election? Non peak time.
 - Bylaw and governance changes with timing and term limits,
 - Work with Executive Committee to prep for formalizing at December Board meeting.
 - Agendize Chamber Subcommittee work and direction to adapt to outcome (1 hour).
 - Invite Subcommittee members and Cindy to meet with the subcommittee beforehand.
 - If Executive Board can review draft (of new governance structure) it can be ready for November meeting.

Governance – additional questions to answer

- What is the role of Ex-Officio?
- What is the role of County?
- Consider Chamber role.
- DMO and relationship with Chamber needs to be addressed.
- Look into composition with Chamber.

- Subcommittees need to be defined to figure out Board Structure.
- Figure out barriers to small business participation.

END

*This slide is comprised of notes taken at the presentation to Board on 10/16/17

- **Board Structure notes**

- **-Staff's suggested seat list:**

- **6 Designated (Sugar Bowl, Squaw, Northstar, Ritz, Homewood, RSC) -3 Property Mgmt (1 TC/Westshore, 1 CB/KB, 1 at Large), 2 elected at large seats, 3 appointed at large seats, 1 Board of Supervisors**

- **Comments:**

- Small Restaurant, retail? Consider Chamber role.
- Term Limits 6 seats stay. 12 year term limits. At large, shorter?
- Look at type of seat.
- Timing? Non-Peak time. March retreat. February election?
- Potential to have more seats on Chamber.
- What about Business Districts on Board?
- Funding constraints for Chamber?

End notes

*This slide is comprised of notes taken at the presentation to Board on 10/16/17

- Create a better onboarding process (orientation) for new Board members.
- Bring new Board members on in March and retreat in April.

BACKUP

Tourism Improvement Districts

100 in State of California
Ranging from 1% to 4.5% on Lodging
Retail, Restaurant, Attractions: Ski, bike, boat, kayak



 north lake tahoe



MEMORANDUM

Date: 10/27/17

TO: NLTRA Board of Directors

FROM: Cindy Gustafson

RE: Bylaw Changes to Move Board Elections to February-March Time Frame

Action Requested:

Board discussion and member opportunity for questions regarding the proposed bylaw change. Count of member vote and announcement of results.

Background:

At the Board's Strategic workshop, the Board discussed the Governance Committee's recommendations for changes to the Board's composition and terms of office. Staff presented a proposal for discussion.

The Board discussed moving the current election timing for two reasons:

- 1) Current elections occur at challenging time of year for both participation and board member on-boarding.
- 2) Moving forward with the current elections while considering board composition changes would be inefficient and potentially confusing to the members and potential candidates.

The Board Chair authorized the attached ballot and bylaw changes be circulated to the membership and provided for a time at this meeting to discuss the proposed change. A change to the bylaw requires a minimum of 10% of the membership to return their ballots. As of the timing of the ballot measure there were 410 members, a quorum is therefore 41. A simple majority is required to enact the change.

Fiscal Impact:

There is no fiscal impact to moving the timing of the board member elections.



October 17, 2017

Dear Valued NLTRA Member – Your Vote Counts!!

Beginning in 2015, the North Lake Tahoe Resort Association Board of Directors oversaw an 18-month review of the organization's structure, governance, and strategic goals. A task force made up of a diverse group of leaders from throughout the region participated in a series of workshops identifying key issues and recommendations.

This broad effort led to the formation of three specific sub-committees (Governance, Marketing, and Chamber) that took a more in-depth review of functions of the organization. The subcommittees made a number of recommendations which the NLTRA Board accepted this past summer.

The NLTRA Board is now following-up on each of these recommendations. The structure of the Board of Directors is one component of this process. The recommendations for the Board included:

- Maximizing the flexibility and diversity on the Board by providing more "At-Large" seats; and,
- Increasing the number of Board members.

The above recommendations require fairly extensive changes to the official bylaws of the organization. In order to facilitate a proactive and inclusive process to consider these changes, the Board is first requesting your consideration of an initial step that will assist in facilitating the more comprehensive changes. The attached bylaw amendment (Exhibit "A") would move the annual elections from December 2017 to April 2018 and then remain on this schedule for all future elections. The Board believes that moving elections away from the holidays will facilitate greater participation and involvement.

We are requesting your consideration of the attached amendment. At our November 1, 2017 meeting we will discuss this proposed change and accept **your ballots** prior to or at the conclusion of the item. We encourage your attendance and participation.

Thanks for your consideration and please cast your ballot!

Sincerely,

A handwritten signature in blue ink that reads "Adam Wilson".

Adam Wilson
Chair

A handwritten signature in blue ink that reads "Cindy Gustafson".

Cindy Gustafson
CEO

Attached:
Official Ballot
Proposed Bylaw Change (Exhibit "A")



north lake tahoe

Chamber | CVB | Resort Association

This is your ballot to vote on the amendment of the NLTRA Bylaws. The proposed amendment revises the dates related to the board of directors' election. The proposed changes to Article IV, Section 6.b. of the Bylaws is attached hereto as Exhibit "A".

Each Member is entitled to one vote. A minimum of forty responses are needed in order for the vote to be effective. In order to amend the NLTRA Bylaws a two-thirds vote of the ballots submitted must approve the amendment. If the Member specifies a choice with respect to the matter below the vote shall be cast in accordance with that specification.

Ballots must be received no later than **9:30 a.m. on Wednesday, November 1, 2017**. Ballots may be delivered by mail, fax, email, or hand delivery to the NLTRA office or to the NLTRA Board Meeting on November 1, 2017 as further provided below. The result will be announced at the NLTRA Board meeting on Wednesday, November 1, 2017.

NLTRA Bylaws Amendment Ballot

- Approve**
- Disapprove**
- Withhold**

Member Business: _____

Signature of Member: _____

Print Name of Member: _____

Member's E-Mail Address: _____

Options for delivering the Ballot:

- North Lake Tahoe Resort Association Office, in person during regular business hours, mail, fax or email to:
100 N Lake Blvd, Tahoe City, CA 96145
P.O. Box 1757, Tahoe City, CA 96145
Fax: (530) 581-1686
adminasst@gotahoenorth.com
- North Lake Tahoe Resort Association Board Meeting November 1, 2017, in person from 8:30-9:30 a.m., located at Tahoe City Public Utility District boardroom 221 Fairway Drive, Tahoe City, CA 96145.

EXHIBIT "A"

Proposed changes to Article IV, Section 6.b. of the NLTRA Bylaws
Proposed changes in Blue

Section 6. ELECTION OF DIRECTORS.

b. The elections will occur based on the following schedule:

Notice of the Election	45-30 Days prior to the <u>Filing Deadline</u> election date .
Filing Deadline	Received by 5 p.m., two business days before the November <u>February</u> Board meeting
Final Tally	Tuesday 5 p.m. before the December <u>March</u> Board Meeting
New Board Members Take Office	January <u>April</u> Board Meeting



north lake tahoe
Chamber | CVB | Resort Association

MEMORANDUM

Date: 10/27/17

TO: NLTRA Board of Directors

FROM: Cindy Gustafson

RE: Consideration of Revisions to the Composition of the Board of Directors

Action Requested:

Board consideration and direction regarding revisions to the composition of the Board of Directors of the NLTRA. If the Board wishes to proceed, bylaw changes and a vote of the membership will be required.

Background:

During 2016-2017 the NLTRA Board directed staff to conduct a comprehensive organizational review. The process included Board, County, staff, and a wide-variety of interested members and the public. The two-part process included an original Organizational Task Force and then the formation of four subcommittees that would provide specific recommendations to the Board of Directors. Those committees, Governance, Chamber, CIT, and Marketing, presented their findings during the spring and summer of 2017.

At its Strategic Board Retreat the Board considered changes suggested by the Governance Committee and how those related to the changes in Placer County's contract with the NLTRA.

Attached are staff's suggestions for revising the composition of the Board.

Fiscal Impact:

There is minimal fiscal impact to conducting bylaw revisions and a vote of the membership if the Board proceeds with the proposed changes.

NLTRA BOARD COMPOSITION CHANGES

2017 Governance Committee recommendations on Board composition:

- Increase Board with more diversity of industries and geography (up to 15-20)
- Maximize flexibility with larger number of At-Large seats but insure that they are not filled with the same industry
- Consider longer term limits

Subsequently duties of NLTRA revised through County agreement. The following suggestions are made with a goal to ensure diverse representation of members while addressing the following focus areas:

- TOT collections (primary funding source);
- major tourism industries currently involved in sales and marketing efforts (assure efficiencies and effectiveness with NLTRA programs and efforts); and,
- geographic areas, business types and sizes.

Current Composition of Board

11 Voting Members + 1 Ex Officio

Elected Seats:

Large Lodging
Small Lodging
Real Estate/Property Management
Ski Area
Restaurant
Retail
Recreation
General
At Large

Appointed Seats:

Board of Supervisors Appointment
County CEO Appointee

Suggested Changes to Composition of Board

13-15 Voting Members + 1-2 Ex Officio

(Chambers of our size average 13-15)

Combination of Designated Seats, Elected Seats and Appointed Seats

Designated Seats (6):

4 -Ski Areas – Squaw/Alpine, Northstar, Sugar Bowl, Homewood
2 - Largest TOT Collectors - Resort at Squaw Creek, Ritz-Carlton Lake Tahoe

Elected Seats (5):

Property Mgmt/Lodging – CB/TV/KB
Property Mgmt/Lodging – TC/WS
Property Mgmt/Lodging – At Large
At Large
At Large

Appointed Seats (1-4):

0-3 At Large – by above 11 Board members
1 At Large – by Board of Supervisors

Ex-Officio (1-2):

Placer County* and TRPA

* *Dependent on County agreement*



MEMORANDUM

DATE: October 27, 2017

TO: NLTRA Board of Directors

FROM: Amber Burke

RE: Event Sponsorship Multi-Year/Future Fiscal Commitment Policy

Action Requested:

Board approval to proceed on multi-year/future fiscal event sponsorships for the 18.19 fiscal year utilizing the NLTRA marketing reserve and/or reallocation of existing NLTRA budget to cover commitments.

Event Name	Proposed Cash Sponsorship	Contract Status
2018 Spartan World Championships	\$250,000	Presented at Nov. 2017 BOD Meeting
2019 Wanderlust	\$30,000	Committed in 2017
2018 Autumn Food & Wine Festival	\$30,000+	Will Present at Dec. 2017 BOD Meeting
2019 No Barriers Summit	\$8,000	Will Present at Future BOD Meeting
TOTAL	\$318,000+	

Background:

The above mentioned 18.19 fiscal year event sponsorship contracts need to be decided upon before the contract with the County and budget are finalized. Staff believes the organization needs to consider how contracted funds will be fulfilled in the event of a reduced budget. Staff met with Erin Casey from Placer County to discuss financial options. Erin stated the county can not commit to funding events in the future ahead of the budget process. One option discussed is to utilize the marketing reserve and marketing cash reserve as a backup.

This issue was brought to the Marketing Committee at the October meeting and their recommendation is to allow approval of multi-year/future fiscal event sponsorships, for the 18.19 fiscal year, utilizing the marketing reserve and/or reallocation of existing funds, to guarantee fulfillment.

The Marketing Committee asked staff to include an event policy discussion on an early 2018 agenda for a more robust conversation and to propose a long-term solution.

Fiscal Impact:

Potential use of the current marketing reserve funds (\$304,399.65) and/or reallocation of existing NLTRA budget if future county contracts don't include these funds.

North Lake Tahoe Resort Association - Sponsored Events
ROI Calculator

Event	Date	Total Attendance	Avg. Per Party	Out of Town Visitors	Lodged in Houses/Hotels/Etc.	Placer County	Visitors Contributing to TOT	Average Night Stay	Room Nights Generated	Avg. Spend/Person/Day	Average Economic Impact	Sponsorship/Grant Funding	ROI on Grant	Media Coverage/R each
2016														
Tahoe City Oktoberfest	10/1	2,000		76%	54%		812	2		\$230	\$373,494	\$1,500	249	R
Tough Mudder	6/9 - 6/10	11,630	4.5	78%	82%	50%	3,719	2.8		\$230	\$2,395,212	\$50,000	48	N
Copa de las Sierras	9/1 - 9/3	6,360		92%	70%		4,096	3	300	\$230	\$2,826,130	\$3,000	942	R
Spartan World Champs	10/1 - 10/2	11,104	3.4	83%	73%	50%	3,359	2.3		\$230	\$1,776,930	\$210,000	8	I
Lake Tahoe Women's Wellness Weekend	November	75					39	1	39	\$230	\$8,970	\$4,000	2	R
2017														
WinterWonderGrass Tahoe	3/31 - 4/2	4,608	4.6	82%	54%	75%	1,530	3.1	990	\$230	\$1,091,116	\$15,000	73	N
Squaw Valley Half & 8 Miler (BBA)	6/11	400		48%	31%	50%	62	1.7		\$230	\$24,242	\$10,500	2	R
North Lake Tahoe Summit Classic	6/14 - 6/16	4,747	3.0	100%	70%	50%	1,661	2.5		\$230	\$955,334	\$5,000	191	N
Tahoe City Wine Walk	6/17	780		18%	70%	50%	49	1		\$230	\$11,302	\$2,000	6	R
Tahoe City Oktoberfest	9/30	2,800	2.0	68.20%	52.10%	50%	497	2		\$230	\$228,827	\$2,000	114	R
Lake Tahoe Autumn Food & Wine Festival	9/8 - 9/10	2,000	3.6	67%	47%	70%	444	3.1		\$230	\$316,815	\$30,000	11	R
Spartan World Champs - Participants	9/30 - 10/1	10,656	3.4	81%	73%	71%	4,505	2.2		\$230	\$2,279,711	\$250,000	9	I
Spartan World Champs - Participants/Staff	9/30 - 10/1										\$2,740,227	\$250,000	11	I
No Barriers		825	1.0	80%	80%	80%	422	3	997	\$230	\$291,456	\$8,000	36	I

Estimates

- Formulas**
- Visitors Contributing to TOT = ((Total Attendance * OOT Visitors) * Lodged in Hotels) * Placer County
 - Average Economic Impact = (Visitors Contributing to TOT * Average Night Stay) * Avg. Spend
 - ROI = Avg Economic Impact/Sponsorship Funds

- Media Coverage Key**
- (I) International
 - (N) National
 - (R) Regional
 - (L) Local

WinterWonderGrass Tahoe Contract Summary

Duration & Timing

- 1-Year Contract (April 2018 Event)
- Event Date: April 6 – 8, 2018
- Location: Squaw Valley

Cash Sponsorship

- \$15,000 (Payment – 100% November)

Additional Sponsorship

- \$4,000 Event specific contract with The Abbi Agency

Key Sponsorship Terms

- NLTRA to receive
 - Logo/link on appropriate signage, website, digital, print and grassroots media
 - On-site activation during event – space is limited so working with producer to find creative alternatives to a 10x10 tent. Looking into branding opportunities on handouts.
 - Opportunity to incorporate into promotional events (including Ojai, SF, Chico and Truckee)
 - Inclusion in WWG newsletters and emails
 - Inclusion in PA announcements throughout event and logo inclusion on commemorative glass
 - NLTRA questions included in post-event survey
 - Twenty-five (25) tickets for promotional purposes
- NLTRA to provide
 - Included in two (2) newsletters, chamber M2M emails, a blog post and through social channels
 - Dedicated event press release
 - Incorporation in digital efforts and winter search
 - Ten (10) street banners to be hung in Tahoe City two (2) weeks before event
 - Assistance with lodging page via Zoomaway and collaboration on transportation component

2017 Event Recap

Squaw Valley, March 31 – April 2, 2017

Funded: \$15,000

Attendance:	16,000 (10,768 tickets/4,608 unique visitors)
Out of Town Participants:	3,778
Average Night Stay:	3.1
Average Economic Impact:	\$1,091,116
ROI:	73:1

Results:

The event sold out the Thursday prior (3/30). Just utilizing information from Zoomaway, they tracked 35 room nights and \$14,377 in revenue. This was the first time we used Zoomaway and will incorporate it again next year with some modifications to make the page and packages more visible.

We incorporated WWG messaging into our winter search and digital efforts and had great results. Compared to our overall campaign, they performed considerably better with nearly 6x higher CTR and 3x more engagement per month. In addition, sentiments on the posts were favorable, with numerous users expressing their excitement regarding the event. A large share of users tagged their friends in the comments as well, especially on Instagram, helping to expand the overall reach of the posts. This, combined with the 234 post shares, helped the post reach users outside of North Lake Tahoe's fan network.

According to the WWG survey results 60% of attendees were in-state overnight guests and 22% were out-of-state overnight guests. The organization estimates \$1.2M (+/- 20%) of revenue generation to Squaw Valley, not including ticket sales. And 62% of those how stayed in paid lodging, stayed within Squaw Valley. They estimated that the event generated 990 rooms within the Valley.



WinterWonderGrass Tahoe Music Festival **EVENT SPONSORSHIP AGREEMENT**

THIS EVENT SPONSORSHIP AGREEMENT (this "Agreement") is made and entered into between WonderGrass California, a Colorado limited liability company ("WGC"), and the North Lake Tahoe Resort Association, a California nonprofit corporation ("Sponsor").

1. Event. WGC is the organizer, owner and operator of "WinterWonderGrass Tahoe Music Festival" which will take place on April 6 - 8, 2018 at a location in Squaw Valley in Olympic Valley, Placer County, California at times as determined by WGC during the term of this Agreement (the "Event"). Sponsor desires to obtain, and WGC desires to grant, sponsorship rights to the Event, all as set forth in this Agreement.

2. Obligations of WGC to Sponsor:

Sponsor will be incorporated into the Event marketing and receive the following benefits:

- a. Inclusion of Sponsor's name and logo in the festival poster, general event signage and activation points.
- b. Inclusion of Sponsor's name and logo on all digital, print and grassroots media.
- c. Inclusion of Sponsor's name and logo on the website home page as a presenting partner.
- d. Inclusion of Sponsor's name and logo on appropriate general event signage used to promote the Event.
- e. Sponsor shall be granted the ability to create unique onsite activations.
- f. Sponsor shall be granted the opportunity to incorporate into promotional events leading up to the event (including but not limited to Ojai, San Francisco and Chico events).
- g. Sponsor shall be included in daily PA announcements from the stage during the Event.
- h. Sponsor specific questions will be included in post-event survey to attendees.
- i. Sponsor is granted ability to use the official WGC trademarks and logos in promotions, marketing material, website and the like.
- j. Inclusion of Sponsor's name and logo on limited edition commemorative eco-friendly beer mug for the Event.
- k. Sponsor shall receive (10) VIP 3-day tickets / (15) GA 3-day festival passes.

3. Obligations of Sponsor to WGC:

- a. Sponsor shall contribute \$15,000.00 in cash support for the Event, payable as follows: 100% due 30 days following signing of this Agreement.
- b. Sponsor shall provide to WGC, in a timely manner, in-kind assets, benefits and services for a value of \$10,000.00 including but not limited to the following:

- Inclusion in two (2) E-newsletters to consumer database of 32,000 active double opt-in list.
- Dedicated email to chamber members of 500 local and regional businesses.
- Dedicated blog post on GoTahoeNorth.com which will be distributed through NLTRA social channels.
- Distribution of press release to NLTRA media channels.
- Social media content inclusion on all social channels leading up to the event as appropriate.
- Public Relations and Social Media scope of work to be developed between Sponsor and WGC.
- Incorporate WinterWonderGrass Tahoe into our winter search and digital efforts.
- Include WGC promotional materials in local and regional visitor centers (Tahoe City, Incline Village, and Auburn).
- Distribute information on the Event to Sponsor's international offices in the UK and Australia.
- Distribute information on the Event to Visit California to be included in their national and international efforts.
- 10 street banners to be hung in Tahoe City two weeks prior to event through event conclusion.
- Usage of Zoomaway services to create a lodging page for the WWG Tahoe website.

If it is impossible or impracticable to provide one or more of the listed benefits, WGC and Sponsor shall consult regarding a substitute therefor, and agree on a substitute promotional or other benefit having value not materially less than that of the unavailable benefit.

4. Economic Impact Assessment. WGC and Sponsor shall work together to share available information and data to develop an economic impact analysis of the Event.

5. Use of Intellectual Property. Sponsor hereby acknowledges and agrees that (i) all right, title and interest in the name, logos, trademarks, copyrights and other intellectual property rights of WGC (collectively, "WGC Properties"), including, without limitation, the Event Marks; the Event; and all accounts, descriptions, pictures, videos, audio, reproductions, recordings, memorialization or other information concerning or in connection with the Event, belongs exclusively to WGC, (ii) Sponsor may use WGC Properties only in the manner and for the uses expressly permitted hereunder, and upon expiration or termination of this Agreement, all rights of Sponsor to use such WGC Properties shall immediately cease, (iii) Sponsor will not adopt or use any term, work, mark or designation which is in any respect confusingly similar to WGC Properties, (iv) all uses of WGC Properties by Sponsor, and all goodwill therefrom, inure to the benefit of WGC, (v) any permitted use of WGC Properties may be used only to indicate a sponsor relationship with the Event and will use ownership marks (such as ® or ™) and designations (such as "An Official Sponsor") as directed by WGC, and (vi) Event Marks must be used in a complete format, and no abbreviated uses are permitted.

6. Relationship of the Parties. The relationship of Sponsor and WGC hereunder shall be solely that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership or any relationship other than that of independent contractors. Sponsor and WGC acknowledge and agree that each of them is engaged in a separate and independent business

and neither shall state, represent or imply any interest in or control over the business of the other.

7. Attorney Fees. In any proceeding or other attempt to enforce, construe or to determine the validity of this Agreement, the non-prevailing party shall pay the reasonable expenses of the prevailing party, including reasonable attorney fees and costs, expert witness fees, fees of consultants and court costs incurred in connection therewith.

8. Counterparts; Scan/Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by exchange of scanned or facsimile copies showing the signatures of the parties hereto. Such copies showing the signatures of all Parties hereto shall constitute originally signed copies of the same Agreement requiring no further execution. This Agreement may be enforced by any of the Parties upon scanned or facsimile signatures.

IN WITNESS WHEREOF, the parties have caused this document to be executed on the date indicated by their signatures below.

North Lake Tahoe Resort Association

By: _____
Name: Amber Burke
Title: Events & Communications Manager
Date: _____

WonderGrass California, LLC

By: _____
Name: Scott Stoughton
Title: Owner
Date: _____

Tough Mudder Contract Summary

Duration & Timing

- 1-Year Contract (June 2018 Event)
- Event Date: June 9 – 10, 2018
- Location: Northstar California

Cash Sponsorship

- \$40,000 (Payment - 50% May, 50% June)

Key Sponsorship Terms

- NLTRA to receive
 - Logo/link on Tough Mudder Tahoe website
 - 10x10 Booth space in event Vendor Village (Village at Northstar)
 - NLT acknowledged as location during Facebook Livestream
 - NLT included in minimum of three (3) social posts, one (1) newsletter/email
 - FB: 3.9M followers, Instagram: 244k followers, Twitter: 169k followers
 - Inclusion/Content in North Lake Tahoe Destination Guide which is sent to all registered competitors
 - Ten (10) complementary tickets for promotion and giveaways
- NLTRA to provide
 - Press release noting events return to NLT
 - Tough Mudder included in six (6) social posts via Facebook and Twitter
 - Assistance with permitting, volunteers and room blocks as needed

Growth Potential

- TM is starting to add half distance events during the same weekend however that has been difficult due to space constraints at Northstar. If they could work it out, it could potentially add 3,500 more participants.
- They will continue to encourage participation in both the legions and kid's events.
- They are working on putting together a Tougher Wave category which is a timed competition that would take place on Saturday of the weekend. There would be money and prizes tied to the division.

2016 Event Recap

Northstar California, June 11 – 12, 2016

Funded: \$50,000

Attendance:	11,630
Out of Town Participants:	9,071
Average Night Stay:	2.8
Average Economic Impact:	\$2,395,212
ROI:	48:1

Results:

The event was deemed a success by the producers as well as Northstar. In total, 11,000+ athletes and spectators were in attendance. Tough Mudder conducted a survey (1,040p) which indicated 78% stayed overnight for the event and 82% of them stayed in a hotel/rental/condo. 72% of them stayed in the North Lake Tahoe/Truckee Region. The average travel party size was 4.5 people which generated an average number of hotel rooms per night per party as 1.6 rooms. They found there were 1,580 non-local unique event spectators and 8,304 non-local unique event participants and 58% of participants were first time participants to the Tahoe Tough Mudder.

Tough Mudder Tahoe's live content performed very strongly, with a reach of close to 5M and over 700,000 unique views. The hashtag, #tmtahoe2016 and affiliated hashtags were tagged over 1,500 times.

There was an emergency evacuation off the mountain on Sunday due to lightning. Approximately 1,000 athletes were brought down the mountain safely. The vendor fair in the Village also had to be condensed on Sunday evening due to lightning.

Tough Mudder Inc.
15 MetroTech Center, 7th Floor
Brooklyn, New York 11201

September 22, 2017

Amber Burke
100 North Lake Boulevard, 2nd Floor
Tahoe City, CA 96145

RE: **Tough Mudder Community Support Agreement**

Dear Mrs. Burke

When signed by each party, this letter agreement (the “**Agreement**”) shall constitute the agreement between Tough Mudder Inc. (on behalf of itself and its subsidiaries and affiliates, “**Tough Mudder**”) and North Lake Tahoe Resort Association (“**Supporter**”) in connection with obstacle course events conducted by Tough Mudder at Northstar California Resort on June 9-10, 2018 (the “**Event**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Support Fee.** Supporter shall pay Tough Mudder a support fee of Forty Thousand Dollars (\$40,000) (the “**Support Fee**”) no later than sixty (60) days after the Event, less the Deposit outlined below.
 - a. **Deposit.** Supporter shall pay Tough Mudder a Deposit of Twenty Thousand Dollars (\$20,000) within thirty (30) days prior to the Event.
2. **Marketing.** Supporter shall work with Tough Mudder to execute identified opportunities outlined below in order to extend Marketing reach pertaining to the Event.

Tough Mudder Obligations:

- a. Tough Mudder shall place the North Lake Tahoe Resort Association logo on the official Tough Mudder Tahoe event page, indicating and acknowledging the local partnership and investment.
- b. Tough Mudder shall promote contracted hotel properties within North Lake Tahoe on the official Tough Mudder Tahoe Lodging page.
- c. Tough Mudder shall provide Supporter with one location in the Base Area (Mudder Village) to set up one (1) 10x10 pop-up tent activation at the Event. Supporter may provide promotional materials and other offerings at the Event, and Supporter agrees not to provide any food and/or beverage sampling without Tough Mudder’s prior written approval. Supporter may provide its own tenting for the Event Activation, or may request Tough Mudder to secure tenting for the Event Activation so long as Supporter submits this request at least ninety (90) days in advance of the Event. Supporter agrees to follow all Tough Mudder Sponsor set-up, load-in, and load-out requirements for the Event, including staffing the Event Activation for the entire duration of the Event, which begins at 7:00 AM and ends no earlier than 5:00 PM.
- d. Tough Mudder shall showcase the course and Event through Facebook Livestream, acknowledging North Lake Tahoe, CA as the site location.
- e. Tough Mudder shall produce and deliver a final report of the Event to Supporter no later than sixty (60) days after the Event detailing the impact of the Event. Tough Mudder will work with Sponsor to include post-event survey questions pertaining to lodging and visitation.
- f. Tough Mudder shall mention North Lake Tahoe in a minimum of three (3) social posts leading up to the event.
- g. Tough Mudder shall provide Supporter with ten (10) complimentary entries to the Tahoe event to be used for contest giveaways and/or NLTRA staff/representatives.
- h. Tough Mudder shall dedicate one (1) Destination Guide feature to Supporter on the official Tough Mudder website and promote the post on Facebook prior to the Event. Supporter shall provide Tough Mudder with content for the feature no later than ninety (90) days prior to the Event.

Supporter Obligations:

- i. Supporter shall feature and promoted the Event on gotahoenorth.com.
 - j. Supporter shall produce a press release noting the Event's return to North Lake Tahoe, CA in 2018.
 - k. Supporter shall dedicate a total of six (6) social media posts via Facebook or Twitter that serve to promote the Event over the course of the Term.
3. Permitting. Supporter shall use reasonable efforts to assist Tough Mudder in obtaining any necessary permits, permissions and/or other approvals in connection with Tough Mudder conducting the Event, including but not limited to, attending meetings with the relevant agencies and authorities.
4. Municipal Services. Supporter shall use reasonable efforts to provide goods and services to Tough Mudder, where possible, to reduce overall costs, as agreed to by both parties.
5. Volunteers. Supporter shall use reasonable efforts to assist Tough Mudder in recruiting volunteers for the Event, including assistance identifying a local coordinator who is Tough Mudder's primary point of contact for volunteer recruitment.
6. Economic Impact Assessment. Supporter shall work with Tough Mudder to share available information and data for Tough Mudder to develop an economic impact analysis of the Event which will be given to the Supporter no later than sixty (60) days after the event. Tough Mudder shall work with Supporter to share available information and data for the same purposes.
7. Accommodations. Supporter shall work with Tough Mudder in order to set-up room blocks with local accommodations at the best available rates and provide a reservation platform to be linked from Tough Mudder's Event page. Supporter will assist in collecting the applicable statements from local accommodations itemizing direct expenditure in local accommodations as a result of the Tough Mudder event.
8. Term. The term of this Agreement is through August 31, 2018.
9. This Letter Agreement is governed by Tough Mudder's standard terms and conditions attached hereto and incorporated herein by this reference.

Thank you in advance for your support!

TOUGH MUDDER INC.

Print Name:

Title:

ACCEPTED AND AGREED:

SUPPORTER

Print Name:

Title:

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are attached to and incorporated into that certain community support agreement between Tough Mudder Inc. (on behalf of itself and its subsidiaries and affiliates, “**Tough Mudder**” or “**Company**”) and North Lake Tahoe Resort Association (“**Supporter**”) dated as of May 31, 2017 (the “**Agreement**”). Defined terms used herein but not otherwise defined shall have the same meaning as set forth in the Agreement.

1. **Tough Mudder Intellectual Property:** Supporter acknowledges that Company owns all right, title and interest in and to Company’s trademarks, logos and other intellectual property (collectively, the “**Company Intellectual Property**”) and Supporter must obtain Company’s prior written approval of all aspects of Supporter’s use of any Company Intellectual Property in each instance. This Section 1 shall survive the termination or expiration of this Agreement.

2. **Termination of Agreement by Tough Mudder:** Without limitation of any other rights or remedies available to Tough Mudder, Tough Mudder may terminate this Agreement immediately on written notice to Supporter if activator commits a breach of any of the terms and conditions of this Agreement, including, without limitation, failure to provide the support agreed upon. Additionally, Tough Mudder reserves the right to cancel this Agreement upon written notice to Supporter in the event that Tough Mudder does not have a contract in effect with a venue located within Supporter’s community.

3. **Termination of Agreement by Supporter.** Without limitation of any other rights or remedies available to Supporter, Supporter may terminate this Agreement immediately on written notice to Tough Mudder if Tough Mudder fails to hold the Event within Supporter’s community.

4. **Force Majeure.** Neither party shall be liable in damages for any delay or default in performing or complying with any provisions of this Agreement if such delay or default is caused by conditions beyond its control, including but not limited to: Acts of God, wars, terrorist activity, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

5. **Indemnification by Supporter:** Supporter hereby indemnifies and holds harmless, Tough Mudder, its affiliated and related entities, and each of their respective officers, directors, employees, agents, successors, assigns and sponsors, from and against any and all liability, injury, loss, causes of action, damage, costs and expenses, including, without limitation, attorneys’ fees and disbursements, for any claims arising out of or related to: (a) a breach by Supporter of any representation, warranty, covenant or other obligation of Supporter under this Agreement; (b) Supporter’s or its employees’, agents’, or other representatives’ negligence or misconduct; and/or (c) any death or injury to any person or property, including, without limitation, the Venue, or any damage or loss resulting or claiming to result in whole or in part from any defect in Supporter’s products, services, acts, omissions, negligence or misconduct. This Section 5 shall survive the termination or expiration of this Agreement.

6. **Indemnification by Tough Mudder:** Tough Mudder hereby indemnifies and holds harmless, Supporter, its affiliated and related entities, and each of their respective officers, directors, employees, agents, successors, assigns and sponsors, from and against any and all liability, injury, loss, causes of action, damage, costs and expenses, including, without limitation, attorneys’ fees and disbursements, for any claims arising out of or related to: (a) a breach by Tough Mudder of any representation, warranty, covenant or other obligation of Tough Mudder under this Agreement; (b) Tough Mudder’s or its employees’, agents’, or other representatives’ negligence or misconduct; and/or (c) any death or injury to any person or property, including, without limitation, the Supporter, or any damage or loss resulting or claiming to result in whole or in part from any defect in Tough Mudder’s products, services, acts, omissions, negligence or misconduct. This Section 6 shall survive the termination or expiration of this Agreement.

7. **Representations and Warranties:** Each party represents and warrants that: (a) the other party has the full right and authority to enter into this Agreement, perform its obligations hereunder, and grant all rights granted hereunder; (b) this Agreement has been signed on its behalf by a duly authorized representative and is a binding obligation enforceable against the other party in accordance herewith; and (c) in performance of this Agreement, the other party will, and will cause its employees, agents and other representatives, to comply with applicable state, federal and local laws and regulations. This Section 7 shall survive the termination or expiration of this Agreement.

8. **Non-Compete:** Supporter will be privy to Tough Mudder's marketing and event organization information and agrees not to, or assist any third party to, compete with Tough Mudder in the practice of marketing obstacle course mud run events or similar events prior to the Tough Mudder Event and for a period of seven (7) days after the Term.

9. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements negotiated, entered into and performed entirely therein without any application of choice of law provisions. All proceedings to resolve disputes shall be held in the state or federal courts of competent subject matter jurisdiction located in the State of New York, Kings County and Supporter hereby waives any objection on any grounds to same. This provision shall survive the termination or expiration of this Agreement.

10. **Assignment:** Supporter may not assign this Agreement or its rights and/or obligations hereunder without the prior written consent of Tough Mudder.

11. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery may be made by facsimile or scanned and electronically mailed transmission of a signed counterpart.

12. **Severability:** If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed modified to the least extent necessary to render it enforceable without invalidating or affecting the remaining provisions hereof.

13. **No Amendment:** The provisions of this Agreement may not be waived, altered, amended or repealed in whole or in part unless by written agreement signed by both Tough Mudder and Supporter.

14. **Relationship of Parties:** Tough Mudder and Supporter are independent contractors, and nothing in this Agreement shall cause either to be considered an agent, employee, joint venturer or partner of the other, nor shall either hold itself out as such.

15. **Notice:** All notices required or permitted to be given hereunder shall be sent to the address for Supporter or Tough Mudder (as applicable) first written above.

16. **Confidentiality:** Supporter agrees to maintain strict confidentiality with respect to the terms and conditions of this Agreement and any and all of Tough Mudder's proprietary business information learned by or otherwise obtained by Supporter, including, without limitation, information relating to Tough Mudder's event operation, marketing and branding strategies, costs, obstacles or obstacle blueprints, finances, construction, design, insurance, course management, staff, event courses, trade secrets or proprietary ideas (collectively, "**Confidential Information**"). Supporter shall not issue, authorize, confirm or deny, any statements, including, without limitation, posts on social media (e.g., Facebook, Twitter, etc.), relating to the Confidential Information, Event(s), Tough Mudder, or any of its personnel, products and/or services, including, without limitation, any injuries or incidences occurring at or in connection with the Event(s).

17. **No Waiver:** Failure by Tough Mudder to exercise any right, power or option hereunder, or to insist upon the strict compliance with the terms and conditions hereof by Supporter, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any previous, subsequent or contemporaneous breach, nor shall such failure constitute a waiver by Tough Mudder of its rights thereafter to require strict compliance with all terms and conditions hereof.

North Lake Tahoe Summit Classic Lacrosse Tournament Contract Summary

Duration & Timing

- 1-Year Contract (June 2018 Event)
- Event Date: June 15 – 17, 2018
- Location: North Lake Tahoe & Truckee

Cash Sponsorship

- \$5,000 (Payment – 100% March)

Key Sponsorship Terms

- NLTRA to receive
 - Logo/link on North Lake Tahoe Summit Classic website and emails
 - On-site signage during event
 - 10x10 booth space at event locations
 - Ability to provide collateral to participants upon arrival
 - NLT crafted message sent to all team and individuals after registration. Provide activity and region information to encourage additional room nights.
- NLTRA to provide
 - Manage NLT lodging blocks
 - \$5/room rebate for nights booked via NLTRA blocks
 - Complementary rooms if acquired via lodging blocks

2017 Event Recap

North Lake Tahoe/Truckee, June 16 – 18, 2017

Funded: \$5,000

Attendance:	4,747 (1,549 players)
Out of Town Participants:	100% (CA, OR, ID, TX and CO)
Average Night Stay:	2.5
Average Economic Impact:	\$955,344
ROI:	191:1

Results:

The event was deemed a success by the producers, ADVNC Lacrosse. 2017 was the fourth year of the tournament. They experienced a decline in teams, from 116 to 86, however after 3 years of rapid growth (2014 – 57 teams, 2016 – 116 teams) this gave the producers an opportunity to focus on experience and value. A different producer, the Tenacity Project, started a girl's summer tournament in South Lake Tahoe this year which pulled approximate 16 teams. They ran into a few field issues but were able to utilize 13 fields, across 6 venues, operating on all available, suitable fields in the North Lake Tahoe region.



September 21, 2017,

North Lake Tahoe Resort Association and the North Lake Tahoe Summit Classic, owned and operated by ADVNC Lacrosse and Summit Lacrosse Ventures, agree to the following partnership for the 2018 North Lake Tahoe Summit Classic:

I. 2018 Logistics:

Date: Friday June 15-17, 2018

Primary Locations: North Tahoe High School / Riverview Sports Park / Truckee High School

Website: <http://www.laketahoelacrosse.com/>

II. Demographic:

- Boys & Girls, U9-U18 and their families
- Estimated # of teams: 84
- Estimated # of players: 1,512
- Total Estimated participants: 4,637
- Estimated direct spending in 2018 will be 1.33 MM

III. NLTSC 4-Year History:

- In 2014, 57 boys and girls teams participated in the inaugural event, which was at full capacity
- In 2015, 90+ boys and girls teams participated in the event (60% growth) and we were near capacity with an additional 4 playing fields vs. 2015
- In 2016, we added high school boys divisions for the first time and grew to a max capacity of 116 teams. We used a total of 14 fields across 6 venues, using all available, suitable fields in the Lake Tahoe region
- In 2017, after three years of heavy growth, we experienced a decline in total teams. We were able to focus on experience and value and in our eyes “had our best event yet”. We used a total 13 fields across 6 venues, using all available, suitable fields in the North Lake Tahoe region.
- Teams attend the NLTSC from all over California, to include the San Francisco Bay Area, Napa Valley, Sacramento and Los Angeles, and from Oregon, Idaho, Texas and Colorado

IV. NLTRA Exposure:

- **Brand Alignment:**
 - Association with an event which is on track to become one of the most highly regarded boys and girls lacrosse tournament opportunities nationally
 - Drive Awareness about all that North Lake Tahoe offers, in all seasons



- The relationships built by the NLTSC will create North Lake Tahoe loyalists and destination ambassadors who will return to the area, season after season, for many years to come
- **Online Presence:**
 - Custom branding on the NLTSC Lodging page linked to NLTRA page
 - Link to unique event url
 - Prominent Logo/Link Inclusion in email outreach to participants
 - Inclusion on NLTSC Sponsor Page
- **Onsite Presence:**
 - Signage: provided by NLTRA, prominently displayed at all venues
 - Onsite 10x10 setup at all event venues (provided by NLTRA)
 - Opportunity to distribute North Lake Tahoe material to participants
- **Other:**
 - NLTSC will provide all teams NLTRA crafted information following registration to promote additional regional activities and extended stays.

V. **NLTRA Investment:**

- **\$5,000 Event Marketing Sponsorship**
- Support the development and promotion of the North Lake Tahoe Summit Classic through NLTRA marketing and development resources
- Negotiate, prepare and actively manage NLTSC Hotel Blocks/Rates
 - Ensure suitable housing options at group rate for NLTSC participants
 - Ensure \$5 rebate per room night booked to NLTSC payable by 9/1/2018
 - Make every effort to ensure that all relevant hotels are included in the block, and accompanying parameters
 - Based on room night pick-up, any complimentary rooms or suites earned will be transferred to NLTSC for NLTSC Staff usage
- Provide monthly (and by request) updates on room numbers as well as a post-event report of total numbers per property

Acceptance of Partnership

I accept the partnership between the North Lake Tahoe Summit Classic and the North Lake Tahoe Resort Associate for the 2018 NLTSC based on the aforementioned parameters:

Signed: _____

Date: _____



NLTRA

Signed: _____

Date: _____

NLTSC

2018 Spartan World Championships

Contract Summary

Duration & Timing

- 1-Year Contract (September 2018 Event)
- Event Date: September 29 & 30, 2018
- Location: Squaw Valley

Cash Sponsorship

- \$250,000 (Payment – 100% July 2018)
 - 48% of annual NLTRA event sponsorship budget (at current level of \$524,000)

Marketing Motion

M/S/C (Brandt/Sprague) (6/0-2 Casey and Jackson abstained) approve the contract for \$250,000 based on the previous discussions on the Marketing Reserve, without the EMT services.

Key Sponsorship Terms

- NLTRA to receive
 - Designation as host of the “Spartan Race World Championship”
 - Email marketing to entire Spartan database, social media posts, website and collateral
 - Online/Social Media Promotion
 - Inclusion in event course map, social media promotion (at least):
 - 5 destination specific posts
 - 10 likes
 - 10 shares
 - 10 re-tweets
 - 10 reposts
 - At least one (1) event-related email blast
 - TV Promotion – NBC/NBC Sports
 - One (1) 15-second spot during original broadcast of five (5) US Championship Race broadcasts (Dates & Locations TBD)
 - NBC typically reruns each broadcast 5-7 times and commercials will be included in rerun
 - Two (2) 15-second spots during event broadcast (Christmas Day 2018)
 - NBC typically reruns each broadcast 5-7 times and commercials will be included in rerun
 - One (1) 30-second organic segment highlighting destination during event broadcast
 - Live Stream Promotion
 - Pre-Show “brought to you by”
 - Race Clock logo/destination integration
 - On-Site Promotion
 - Inclusion in step and repeat media wall
 - 20’x20’ booth space
 - Four (4) to eight (8) barrier jackets onsite
 - Thirty (30) race entries

Additional Information

- Our 2017 contract states:

This sponsorship agreement shall remain in effect through the 2017 Event until December 31, 2017 (the “Term”), with a first right of refusal to extend the sponsorship annually in 2018, 2019, and 2020. The NLTRA agrees in good faith to entertain sponsorship proposals from Spartan within 30 days of completion of the 2017 event. First right of acceptance/refusal to be exercised by Spartan/NLTRA and accepted within 30 days following such exercise. Should the NLTRA and Spartan agree to any renewal, the parties shall enter into a new Sponsorship Agreement on substantially similar terms as this Agreement that are no less favorable to Spartan or NLTRA as those provided

- 2017 International team component went well and they hope to expand on this

Spartan Comments

- Would like to know NLTRA's level of interest on a multi-year agreement through 2020. Since the World Championships is the culmination of the series, they use it to set schedules for other races. They also need to know the WC location at the start of each season to begin promotion.
- If NLTRA is not interested in continuing with the World Championships, a North American Championships is an option.
 - Timing would be similar (late September)
 - Looking for a \$200,000 sponsorship
 - Would have similar racer numbers
 - Less media coverage
 - Smaller VIP experience

**Agreement for Sponsorship and Advertising
Spartan Race 2018 World Championship**

This Agreement for Sponsorship and Advertising ("Agreement") is dated this 2nd Day of November, 2017 ("Effective Date"), and is by and between **Spartan Race, Inc.**, a Delaware corporation with a principal business address of 234 Congress street, 5th Fl., Boston, MA 02110 ("Spartan") and **North Lake Tahoe Resort Association (NLTRA)** with a principal business address of 100 North Lake Blvd, Tahoe City, CA 96145 ("NLTRA"). (Spartan and NLTRA are each a "Party" and together, the "Parties").

Spartan organizes an annual series ("Season") of timed obstacle course races for adults known as the "Sprint", "Super" or "Beast" (each a "Race"), each featuring a variety of exhibitions, displays and related marketing and promotional elements. A "Season" shall commence with the first Race of a calendar year and conclude on the last Race of that calendar year. Through this Agreement, the Parties desire to establish a sponsorship and advertising relationship in connection with the Race hosted at **1960 Squaw Valley Rd, Olympic Valley, CA 96146 on September 29 & 30, 2018** which shall be advertised as the **Spartan World Championship**. The Parties also agree to the terms and conditions contained herein in connection with the 2019 Race of the same nature and of similar dates and location (each, an "Event"). Furthermore, Spartan is in partnership with the National Broadcasting Company and its affiliated networks ("NBC") in connection with exhibiting the Race (each such exhibition, a "Program").

The Parties therefore agree as follows:

1. **Term.** The term of this Agreement shall begin on the Effective Date and expire on December 31, 2019, unless terminated earlier as provided herein (the "Term").
2. **Right of First Refusal.** Spartan hereby grants to NLTRA an exclusive right of first refusal regarding sponsorship of the 2019 Event:
 - a. Within thirty (30) days of completion of the 2018 Event, NLTRA shall, in good faith, entertain sponsorship proposals from Spartan. Should NLTRA and Spartan agree to any such renewal of the sponsorship relationship, such renewal proposal shall be accepted by NLTRA within forty (40) days following completion of the Event. Should NLTRA and Spartan agree to any renewal, the parties shall enter into a new sponsorship agreement with terms substantially similar to this Agreement, and with terms that are no less favorable to Spartan or NLTRA as those provided herein, provided that the parties may reallocate or repurpose the benefits to allow for increased Spartan and/or NLTRA exposure.
 - b. The parties hereby agree:
 - i. that Spartan has the right, but not the obligation, to host the 2019 World Championship Event in North Lake Tahoe, CA;
 - ii. to act in good faith with respect to the application of the foregoing right of first refusal; and
 - iii. that they will not engage in any activity designed to circumvent or otherwise frustrate the purpose of this Section.

2. **Sponsorship Benefits.**

a. Commencing at the beginning of the Term, and subject to the performance of NLTRA's obligations under this Agreement, Spartan is to provide (or cause to be provided, as the case may be) the sponsorship and promotional benefits described in "Exhibit A" attached hereto for each Event (collectively, the "Sponsorship Benefits").

b. Each Sponsor shall be solely responsible for all production costs, clearances, and licenses related to any commercial units provided hereunder. Furthermore, all activation costs and other expenses related to any exhibition of a Sponsor's products and services at the Event shall be the sole responsibility of that Sponsor, including the cost of tents, signage, personnel to set up staff-designated activation areas, flyers, transportation costs and product costs (for samples or otherwise).

c. The form, content, and presentation of all Sponsorship Benefits (including, without limitation, advertising creative or any material to be designed, constructed, distributed, exhibited, or otherwise published or displayed) is subject to the prior written approval of Spartan, the standard terms and conditions of the platforms on which they are exhibited, the rules and regulations of any relevant governing body or regulatory agency having jurisdiction over the activities or sporting events referenced in this Agreement, Spartan's brand standards and guidelines, and all laws and governmental rules and regulations of any nature as they presently exist or as they will exist in the future, including any modifications or amendments. Approval of the form, content, and presentation of the Sponsorship Benefits will be rendered by Spartan no later than ten (10) days after submission by a Sponsor. Failure by Spartan to communicate disapproval within that 10-day period shall constitute approval.

d. During the Term of this Agreement, each Sponsor will provide (or cause to be provided, as the case may be) to Spartan the marketing and trade support labeled as "Co-Marketing & Trade Support" set forth in Exhibit A attached hereto for each Event.

3. **Sponsorship Fees.** The Sponsors shall pay to Spartan the following cash incentive fees ("Sponsorship Fees"), to be paid as set forth below. Sponsorship Fees will be paid to Spartan without deduction or setoff of any kind whatsoever, including, without limitation, deductions for advertising agency fees or commissions.

Total Sponsorship Fees	Payment Schedule
\$250,000	Total Sponsorship Fee to be paid within 30 days of invoice date from Spartan, or no later than August 15, 2018.
\$14,000	EMT and ambulance support up to \$14,000

4. **Unavailable Benefits.** Due to events or circumstances beyond the control of a Party, or due to the rules, regulations, or laws of any city, state, country, or other relevant governing body or regulatory agency having jurisdiction over the activities, sporting events, or media platforms referenced in this Agreement, it may be or become impossible or impractical for Spartan to provide a Sponsor with

all of the rights and benefits contemplated herein ("Unavailable Benefit"). The occurrence of an Unavailable Benefit will not be deemed a breach of this Agreement and, as a Sponsor's sole remedy, the Parties will cooperate, in good faith, to ensure that their respective rights and obligations will be fulfilled by rescheduling, substitution, alternative performance or similar means of comparable value.

5. Intellectual Property.

a. Each Sponsor hereby grants to Spartan a limited, non-exclusive license to use any service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, indicia provided by Sponsor ("Sponsor Marks") to Spartan solely for the purpose of exercising their rights or carrying out their obligations set forth herein or any other purpose expressly approved by Sponsor. Spartan shall not acquire any proprietary or other right, title, or interest in or to the Sponsor Marks, or any goodwill associated with the Sponsor Marks, except the right to use the Sponsor Marks as provided hereunder. The Sponsor Marks shall be used only in the form, size and type prescribed and approved by Sponsor without deviation from Sponsor's style guide. Spartan's use of any trade names, logos, trademarks, service marks and other marks of Sponsor are subject to Sponsor's prior written approval. Sponsor will communicate a decision to Spartan no later than ten (10) days after Spartan's request. Failure by the Sponsor to communicate disapproval within that 10-day period shall constitute approval. Any goodwill arising out of the use thereof shall inure to the benefit of the Sponsor.

b. Spartan, in its sole discretion, may re-exhibit or authorize the re-exhibition (via any and means and forms of media distribution (now known or hereafter devised) and via any and all devices (now known or hereafter devised)) of any Sponsorship Benefits in any replay, photograph, or video footage of any sporting event or other programming or content in which such Sponsorship Benefits appear. Sponsor acknowledges and agrees that nothing in this Agreement shall preclude the appearance of the Sponsor Marks in photographs, video footage, or programs of the Races, in perpetuity, when used for any reason in any and all forms of media whether now or hereafter developed.

c. As between Spartan on the one hand and each Sponsor on the other hand, the copyrights, service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, indicia, uniforms, identifications, and other intellectual property of Spartan, (collectively, the "Spartan Marks") (the Spartan Marks together with the Sponsor Marks, collectively referred to as "Marks") are the property of Spartan and nothing in this Agreement is intended to convey to Sponsor any ownership rights or, except for the limited license granted in this Section 5(c), other interest in or to the Spartan Marks, whether by implication, estoppel or otherwise, even if such Spartan Marks are included in or on items owned or produced by Sponsor. Subject to the terms and conditions set forth in this Agreement, Spartan hereby grants each Sponsor a non-exclusive, non-transferable, non-sub-licensable license to use the Spartan Marks and related designations as provided to Sponsor by Spartan solely in connection with the pre-approved Sponsorship Benefits set forth in Exhibit A or as otherwise agreed amongst the parties. Sponsor shall not display or otherwise use such Spartan Marks or related designations under any circumstances without the prior written consent of Spartan in each instance. The Spartan Marks shall be used only in the exact form, size, style and type prescribed and approved by Spartan without deviation. Sponsor shall not, nor shall Sponsor permit others to, use the Spartan Marks in combination with any other trademark, service mark, logo, prefix, suffix or other modifying words, designs, or symbols without the prior written approval of Spartan. Email notification (as it relates to Spartan,

from an officer having an Executive Vice President title or higher) shall suffice for any written consents or approvals required under this subsection. Sponsor agrees that (i) any use of the Spartan Marks shall be in accordance with the approvals provided by Spartan without change, (ii) each use of the Spartan Marks will not disparage, denigrate, tarnish or reflect adversely on the Spartan, or their businesses, officers, directors, executives, employees, events, activities, suppliers and/or products, and (iii) Sponsor shall not use, nor shall Sponsor authorize others to use, the Spartan Marks or any marks confusingly similar thereto for any unauthorized use or in any unauthorized manner. Sponsor shall not transfer, assign or sublicense any of the rights granted under this Section without Spartan's express prior written consent. Sponsor agrees not to apply for any state, federal or foreign trademark or service mark registration pertaining to or including any Spartan Marks or any confusingly similar trademarks. Unless Sponsor receives Spartan prior written approval, Sponsor shall not depict Spartan, and/or the Spartan Marks in any manner that would suggest and/or indicate endorsement of any product or services by Spartan or any of their affiliated or related entities. Sponsor warrants and represents that Sponsor will not infringe Spartan's right, title or interest in or to the Sponsor Marks or any other of their intellectual property.

d. No Sponsor shall be permitted to use Program footage or images unless Sponsor provides its prior written consent which may be withheld in its sole discretion. If such consent is granted, Sponsor shall be solely responsible for obtaining any third party licenses, consents, and/or releases that are required at any time in connection with Sponsor's use of such footage or images. Additionally, any permitted use of footage or images by Sponsor pursuant to this Agreement is subject to the standard usage and duration guidelines of NBC, and NBCSN as they currently exist or may be modified from time to time. Spartan, in its sole discretion, may require execution of a separate Footage Agreement between NBC and Sponsor, with the understanding that Sponsor will not have to pay any additional monetary consideration to NBC under such Footage Agreement. Notwithstanding the foregoing, Sponsor specifically acknowledges that (i) any use of the names, likenesses or other intellectual property of athletes, musicians, broadcast announcers or spectators which might be construed to constitute an endorsement of Sponsor's products (either express or implied) will require Sponsor to negotiate for such rights separately with each such party or their agent, and that payment for any such negotiated rights will be the sole responsibility of Sponsor, and (ii) any reuse of music incorporated into the television broadcasts of the Programs will require Sponsor to obtain clearance for the use of such music in the context and media contemplated by Sponsor and payment for such usage will be the sole responsibility of Sponsor.

6. Territory; Local and Re-Exhibition Commercial Inventory; Athletes; Non-Compete.

a. The Sponsorship Benefits shall be provided solely in the Territory. For purposes hereof, the "Territory" (x) as it relates to Media Benefits shall mean the United States, its possessions, and territories and (y) as it relates to any other Sponsorship Benefits shall mean the continental United States. The appearance of any signage, content, features, and other Sponsorship Benefits in any exhibition of the Programs shall be limited to the exhibition of such Programs in the Territory, and Sponsorship Benefits may be removed, obscured covered over or replaced during distribution of the Programs outside the Territory, at the sole discretion of Spartan or its production partner, NBC.

b. Any exclusivity provided herein shall apply only within the Territory and shall not apply to (i) any contractually allotted advertising inventory allocated to distribution and/or broadcast affiliates (the "Local Commercial Inventory") of any network or other platform on which the sporting events or other activities referenced this Agreement may be exhibited or re-exhibited, or (ii) advertising inventory during any re-exhibition of or any Program following the initial exhibition ("Re-Exhibition Commercial Inventory"). Spartan shall have no liability to Sponsor as a result of the sale of Local or Re-Exhibition Commercial Inventory even if sold to advertisers that compete with Sponsor and such occurrence shall not be deemed an Unavailable Benefit.

c. Spartan is not granting Sponsor any right to use the names, signatures, photographs, footage, or likenesses of any athlete or other Race participants in connection with any Sponsorship Benefit, and any use by Sponsor must be approved by the individual athlete or Race participant in each instance. Sponsor expressly understands and agrees that any athlete or other Race participant has the right to use, accept, or endorse any product from anyone in competition with Sponsor.

d. During the Term, Sponsor shall not enter into any agreement with Tough Mudder or Warrior Dash (or any of their respective affiliate races) to partner with, sponsor, or promote 45 days prior or 45 days after the Spartan Race. Furthermore, Sponsor shall not enter into an agreement to receive onsite activation benefits with any obstacle course racing event.

7. **Termination.** In addition to any other rights and remedies which may be available to the Parties, this Agreement may be terminated by Spartan or NLTRA if the other Party materially breaches this Agreement. If such a breach occurs, the non-breaching Party shall provide the breaching Party with written notice of the breach, including specific details regarding the nature of the breach. The non-breaching Party's obligations under this Agreement may be suspended when such notice is provided and will not be resumed until the breach is cured; provided, however, that all payments under this Agreement which were due before or on the date of receipt of the written notice of breach, shall be made. If the breaching Party does not cure the breach within 30 days of receipt of notice of the breach, then the non-breaching Party may provide the breaching Party with written notice of the immediate termination of this Agreement.

8. **LIMITATION OF DAMAGES.** EACH PARTY AND THEIR AFFILIATED AND RELATED ENTITIES WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, TERMINATION OF EMPLOYEES OR EMPLOYEE SALARIES, OR OVERHEAD OR COSTS INCURRED OR ANTICIPATED UNDER THIS AGREEMENT, WHETHER FORESEEABLE OR NOT), INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY. THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE BY SPONSOR WITH RESPECT TO ANY AND ALL BREACHES, PERFORMANCE, NONPERFORMANCE, ACTS OR OMISSIONS HEREUNDER WILL NOT EXCEED THE CASH AMOUNTS ACTUALLY PAID TO SPARTAN BY SPONSOR UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT ANY MONETARY VALUE ASSIGNED TO PROMOTIONAL CONSIDERATIONS PROVIDED HEREIN IS NOT INTENDED TO BE USED AS A MEASURE OF DAMAGES IN CONNECTION WITH THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING IN THE AGREEMENT SHALL LIMIT THE LIABILITY OF THE PARTIES FOR (I) THE INDEMNIFICATION OBLIGATIONS SET OUT UNDER SECTION 9, (II) BREACHES OF CONFIDENTIALITY, (III) DEATH OR PERSONAL INJURY

RESULTING FROM NEGLIGENCE, (IV) GROSS AND WILLFUL MISCONDUCT OF DIRECTORS AND OFFICES, (V) FRAUD OR FRAUDULENT MISREPRESENTATION, AND (VI) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

9. **Indemnification.** Each Party (the "Indemnifying Party") will at all times indemnify and hold the other Parties and each of their respective affiliates, owners, members, directors, shareholders, officers, employees, servants, agents, sponsors, contractors and media partners (specifically with regard to Spartan, Reebok International, Ltd and NBC and its respective affiliates, and licensors (together with each of the foregoing's heirs, successors and assigns, the "Indemnified Parties") harmless from and against any and all third-party claims, controversies, damages, causes of action, judgments, liens, losses, costs, fines, penalties, and liabilities including, without limitation, attorneys' fees, consulting fees, and other dispute resolution expenses (collectively "Claims and Losses") arising out of or related to: (a) any breach or alleged breach by the Indemnifying Party of any warranty, representation, covenant, obligation or agreement made by the Indemnifying Party hereunder, (b) any acts, omissions, or intentional misconduct by the Indemnifying Party (or the Indemnifying Party's employees, representatives, agents, contractors, or volunteers), (c) any use of the Indemnified Party's service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, content, or other materials supplied by or on behalf of the Indemnified Parties in a manner inconsistent with this Agreement, or (d) any claim by a third party that the Indemnifying Party's performance hereunder or the Indemnified Party's use of the Indemnifying Party's service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, content or other materials infringes upon, misappropriates or otherwise violates the intellectual property rights or other proprietary rights of such third party. Notwithstanding anything herein to the contrary, Sponsor further specifically agrees to indemnify and hold Spartan and its Indemnified Parties, harmless from and against all Claims and Losses arising out of or related to (x) the exhibition or display of Sponsor Content, Sponsor's commercial units, or other material provided by or on behalf of Sponsor and (y) Sponsor's administration of any sweepstakes or contest held in connection with this Agreement and the awarding by Sponsor, or use by any prize winner, of any prize in connection therewith. Each Party's indemnification obligations shall survive the expiration or early termination of this Agreement.

10. **Insurance.**

a. **Insurance.** Each party shall provide and keep in force, during the term of the event, including set up and tear down periods, a comprehensive standard form general liability insurance policy, with good and solvent insurance companies authorized to do business in the host state of the Sponsored Race(s). Such policy shall cover all event related activities and any improvements constructed by Race participants, and shall insure against bodily injury, death, and property damage in amounts reasonable and customary, but in no event less than One Million Dollars (\$1,000,000). The policy shall be written on an "occurrence" basis. Such insurance shall insure the indemnifying party's ability to fulfill its indemnity obligations under this Agreement, shall name the other party (and the other entities and persons indemnified) as additional insureds. Sponsor shall provide at least thirty (30) days notice to Spartan prior to any cancellation or modification of the policy or policies. Each party shall deliver to the other party satisfactory evidence of the aforementioned insurance coverage in form of a certificate of insurance and any policy endorsements as may be requested. Sponsor shall add as additional insured the Race promoter(s), and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, representative and agents and the heirs, successors and assigns of each of the foregoing. Sponsor shall also add as additional insured such other third parties as reasonably identified by Spartan in writing prior to the Event. To the extent permitted by law, each required

insurance policy shall provide a waiver of subrogation in favor of each of the other party and its additional insured parties. All required insurance will be placed with reputable carriers licensed to do business in the applicable state. Notice of cancellation will be given in accordance with policy provisions, and each party will promptly notify the other party of any change to its insurance program which results in noncompliance with this Agreement. Failure by a party to request a certificate shall not be construed as waiver of the obligations outlined above.

b. Upon the written request of a party, the other party shall provide the requesting party with the copies of the certificates of insurance and policy endorsements for all required insurance coverage, and shall not do anything to invalidate such insurance. Failure by a party to request a certificate shall not be construed as waiver of the obligations outlined above.

11. Dispute Resolution.

a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the conflicts of law principles thereof. The Parties shall resolve any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity hereof (each, a "Dispute"), under the provisions of this section 11. The procedures in this section shall be the exclusive mechanism for resolving any Dispute that may arise from time to time.

b. The Parties shall first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves. In the event that such dispute is not resolved on an informal basis within fourteen days after one party provides notice to the other party of such Dispute ("Dispute Notice"), either party may, by written notice to the other party ("Escalation to Executive Notice"), refer such dispute to the executives of each party. If the executives cannot resolve any Dispute during the time period ending fourteen days after the date of the Escalation to Executive Notice (the last day of such time period, the "Mediation Escalation Date"), either party may initiate mediation.

c. The Parties may, at any time after the Mediation Escalation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing the mediation service a joint, written request for mediation, setting forth the subject matter of the dispute and the relief requested. The Parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

d. The Parties further agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

e. If the Parties cannot resolve for any reason, including but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by

the mediator, any Dispute within thirty days after the Mediation Escalation Date, either party may commence arbitration.

f. The Parties hereby agree that any arbitration will be conducted in New York, NY pursuant to the Commercial Arbitration Rules of the American Arbitration Association by an arbitrator agreed upon by the Parties or, in the absence of such agreement, selected in accordance with such rules. The Parties acknowledge that any monetary value assigned to promotional considerations provided herein is not intended to be used as a measure of damages in connection with this Agreement. Neither the Parties nor the arbitrator shall disclose, describe, or characterize any proceeding hereunder, including, without limitation, any demand, discovery, testimony, evidence, settlement, or award therein, to any other person or entity, except as may be required in any judicial proceeding brought to enforce this paragraph or any award rendered in a proceeding hereunder. The record of any proceeding shall be sealed.

12. Entire Agreement; Amendment; Conflict Assignment.

a. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations relating to the subject matter hereof, whether written or oral. All exhibits attached hereto are incorporated into this Agreement by reference. This Agreement may only be amended, modified or supplemented by a written agreement duly executed by the Parties. To the extent that any of the terms and conditions of Spartan's agreement(s) with, or related to, a Race, (the "Venue Contracts") conflict or are otherwise incompatible with the terms and conditions of this Agreement, Spartan shall uphold the terms and conditions of the applicable Venue Contracts, and such Venue Contracts' applicable terms and conditions shall supersede the conflicting terms and conditions of this Agreement without any liability owing to Sponsor.

b. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. A Party may not assign this Agreement or any part hereof or any benefit or interest therein without the prior written consent of the other Parties; provided, that (i) a Spartan may assign its rights and obligations under this Agreement to any successor to substantially all of the business of such Spartan, and (ii) a Spartan may assign its rights and obligations under this Agreement to any of its affiliates.

13. Relationship of the Parties. The relationship of the Parties under this Agreement is that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, joint venture, partnership or any other relationship other than that of independent contractors. The Parties acknowledge and agree that each is engaged in a separate and independent business and neither will state, represent or imply any interest in or control over the business of the other.

14. Force Majeure. A Party will not be in breach of this Agreement if any performance required under this Agreement, or the presentation or exhibition of the any Race is prevented or preempted because of an act of God, natural disaster, inclement weather, catastrophe, accident, fire, labor dispute, lockout, strike, riot or civil commotion, act of public enemy, governmental act, regulation or rule, failure of technical facilities, a day of national mourning, emergency or other circumstance or event beyond the control of such Party. If any event of the type described in the preceding sentence constitutes an Unavailable Benefit, then the provisions of Section 4 hereof shall apply.

15. **Confidentiality.** The Parties agree that the terms of this Agreement shall be kept confidential (except as may be required by law, rule or regulation of any governmental authority) and will not be disclosed to any individual or entity, except that a Party may disclose such terms as are reasonably necessary to their respective affiliates, members, lenders, officers, directors, employees, accountants, counsel and agents with a reasonable need to know such information in their representative capacities, and all persons acting by, through, under or in concert with any of them.

Commented [MO1]: Insert legal verbiage that acknowledges our public meetings and agendas.

16. **Remedies.** All rights and remedies of the Parties under this Agreement are cumulative and none shall exclude any other right or remedy available at law or in equity and such rights or remedies may be exercised and enforced concurrently. The Parties may seek emergency relief (including injunctive relief) in a court of competent jurisdiction seated in Boston, MA, without first resorting to the appointment of an arbitrator; provided, however, that no monetary relief of any kind may be sought or awarded through such proceedings.

17. **Waiver.** The waiver of any breach of this Agreement shall not constitute a waiver of any other prior or subsequent breach of this Agreement. No waiver is effective unless made in writing and signed by the Parties. The failure of any Party hereto to insist upon strict compliance with this Agreement, or any of the terms and conditions hereof, shall not be deemed a waiver of any rights or remedies that such Party may have.

18. **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

19. **Notices.** Unless otherwise expressly provided, any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement shall be by (a) PDF with confirmation of transmission, (b) registered or certified mail, or (c) overnight courier to the receiving Party at the address set forth below:

To Spartan: Spartan Race, Inc.
234 Congress Street, 5th Floor
Boston, MA 02110
Attn: General Counsel
Email: deannas@spartan.com

To NLTRA: North Lake Tahoe Resort Association
100 North Lake Blvd
Tahoe City, CA 96145
Attn: Amber Burke
Email: amber@gotahoenorth.com

Any Party may change the address to which notices are required to be sent by giving notice of such change in accordance with this Section to the other Parties.

20. **No Construction against Drafting Party.** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

21. **Agency Representation.** If this Agreement is executed by an agent on behalf of Sponsor (“Agency”), Agency represents and warrants that it is the duly authorized agent of Sponsor for the purposes of this Agreement and the matters contemplated hereby and that its arrangements with Sponsor specifically contemplate the placement of the Sponsorship Benefits herein. Agency and Spartan acknowledges that all Sponsorship Benefits provided hereunder are exercisable by Agency, acting as agent on behalf of its principal Sponsor. Sponsor and Agency shall be jointly and severally liable for all liabilities and obligations hereunder.

22. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

23. **Representations and Warranties.**

a. Each Party represents and warrants to the others that it (i) is duly incorporated or organized and validly existing under the laws of its jurisdiction of incorporation or organization and it has the legal capacity to enter into this Agreement and to perform each of its obligations hereunder, (ii) has duly authorized, executed and delivered this Agreement and this Agreement constitutes a legally valid and binding obligation of it enforceable against it in accordance with its terms, and (iii) shall comply with all applicable federal, state and local laws, rules and regulations in connection with its performance hereunder.

b. Sponsor represents and warrants to Spartan that (i) the Sponsor Marks, Sponsor Content, Sponsor’s commercial units, or other material provided by or on behalf of Sponsor (collectively, “Sponsor Materials”), shall not infringe upon, misappropriate or otherwise violate the intellectual property rights or other proprietary rights of Spartan or any third party, (ii) Sponsor has obtained all licenses, agreements, permits, waivers, releases, registrations, approvals, authorizations and clearances necessary in connection with the Sponsor Materials, and that such licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations will be valid and sufficient for the performance of its obligations hereunder and (iii) there are no additional costs, royalties, residuals, license fees, or other third party expenses associated with the use of the Sponsor Materials.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the Parties transmitted by PDF shall be deemed to be their original signatures for all purposes.

[signature page follows]

The Parties are signing this Agreement on the Effective Date stated in the introductory clause.

NORTH LAKE TAHOE RESORT ASSOCIATION

By: _____

Name: _____

Title: _____

SPARTAN RACE, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

CO-MARKETING AND TRADE SUPPORT, SPONSORSHIP BENEFITS

1. **CO-MARKETING AND TRADE SUPPORT.** NLTRA agrees that it will provide to Spartan or will ensure that the applicable local Sponsor provides to Spartan, for each of the 2018 and 2019 events, at no additional cost to Spartan (unless otherwise specified below)
2. **SPONSORSHIP BENEFITS.** Spartan will provide for each Event, at no additional cost to NLTRA (unless otherwise specified below):
 - a. **Host Destination Media Rights.** Spartan shall designate NLTRA as the host of the "Spartan Race World Championship " in applicable media and mentions, including, but not limited to:
 - i. E-mail marketing of the Event to all email recipients in Spartan's marketing database;
 - ii. The Spartan Race World Championship Race page on www.spartan.com;
 - iii. Facebook posts promoting the Event; and
 - iv. Co-branded marketing collateral which promote the Event.
 - b. **Logo.** Display of destination name, as provided by Sponsor, in or around official Spartan Race World Championship logo lock-up.
 - i. Sponsor-approved logo/destination name to appear on Spartan website for the World Championship page, marketing and advertising materials and other collateral where other World Championship sponsors receive mentions.
 - c. **Online/Social Media Promotion.**
 - i. Spartan will mention, tag or incorporate Sponsor in applicable social media posts, email blasts, and blog posts relating to the Event.
 - ii. Spartan will collaborate with NLTRA to promote North Lake Tahoe, as well as activities located near the Event, including but not limited to :
 1. Inclusion in Event course map;
 2. Social media promotion; including at least:
 - a. ~~Up to~~ 5 posts destination specific posts (NLTRA must provide content)
 - b. ~~Up to~~ 10 likes;
 - c. ~~Up to~~ 10 shares;

- d. ~~Up to~~ 10 re-tweets; and
 - e. ~~Up to~~ 10 reposts;
3. Distribution of travel guide(s); and
 4. Distribution including vacation options/"things to do" in the identified regions during the week leading up to the Event and during Event weekend.
- d. **TV/Media Promotion.** Spartan will provide NLTRA with the following television benefits with the same or equal coverage to NBC Sports Network ("NBCSN"), highlighting North Lake Tahoe as the host of the Spartan Race World Championship Series and as a travel destination. The television/media benefits may include:
- i. One (1) 15-second television/media spot to be aired during the original broadcast of each of the Races in the Spartan Race U.S. Championship Series;
 - ii. Two (2) 15-second television spots/highlights during the Event broadcast;
 - iii. One (1) 30-second organic segment highlighting the destination during the Event broadcast;
 - iv. Pre Show "brought to you by" designation if applicable; in the Race Live Stream
 - v. Race Clock logo/destination integration if applicable In the Race Live Stream
- If NBC or NBC Sports chooses to re-air episode(s), the television spot(s) aired in the original episode(s) will be included in the re-air. Segment creative shall be developed by Spartan and NBC production, with the goal of being naturally integrated into the respective episode theme.
- e. **Lodging Promotion:** Spartan will provide a direct link from the Spartan website to participating North Lake Tahoe lodging properties via a microsite. Links and discount codes must be provided to Spartan at least three (3) months prior to the Event.
- f. **E-mail Promotion.** A least one (1) Event-related email blast to the e-mail recipients in Spartan's Event specific marketing database to promote North Lake Tahoe, with content to be mutually approved by the parties.
- g. **Post-Event Survey.** Spartan will include demographic, geographic, spending patterns and lodging questions into the post-race survey in order to gain an accurate ROI analysis of the annual Event. Sponsor will develop survey questions in coordination with Spartan and tailor subsequent annual marketing plans accordingly. Spartan agrees to provide the response data to NLTRA to such questions, however NLTRA understands and agrees that such response data shall be aggregated and anonymized in compliance with all applicable consumer protection and data privacy laws before Spartan provides the data to Sponsor. Sponsor acknowledges and agrees that Spartan shall own such data provided to Sponsor and in no instance shall Sponsor license, sell, or otherwise make such data available to any third party unless approved by Spartan in writing.

- h. **Media Wall.** Spartan will incorporate Sponsor logo or destination identifier in StepnRepeat media wall and other locations to be mutually agreed upon by the parties at least sixty (60) days out from Event.

- i. **Exhibit Space.** Spartan will grant NLTRA one 20 foot x 20 foot exhibit space in a high traffic area at the festival associated with each Event for NLTRA's use (the "Tent"). NLTRA will keep exhibit open and staffed at all times during Event hours. NLTRA acknowledges that set-up hours are on Friday between 8:00 AM – 3:00 PM. Furthermore, set up before Friday is by appointment only and set up on Saturday is prohibited. Event hours will be Saturday from 7:00 AM – 7:00 PM and Sunday from 7:00 AM – 7:00 PM, or until last racer exits the Event. Depending on the amount of participants at the Event, the Event may end as early as 4pm on Sunday. Event tear down begins on the last day of the Event as soon as the last participant exits the Event. Early tear down is not allowed.

- 2. **Barrier Jackets.** NLTRA shall provide a minimum of four(4) and up to eight (8) 6x3 barrier jackets banners to be installed in the festival area at the Event and/or on the race course. Content and design to be reasonably approved by Spartan. Except as otherwise provided in this Agreement, NLTRA shall be responsible for the initial production of on-site barrier jackets and comparable signage. Any changes or alterations desired by NLTRA during the Term following initial production, including, without limitation, logo or slogan changes, shall be at the sole cost and expense of NLTRA.

- i. **Race Entries.** Spartan will provide NLTRA with up to thirty (30) complimentary Event race entries to use for promotional purposes. The start times for such race entries shall be determined in Spartan's sole discretion. The race entries shall be provided at Spartan's sole expense; provided, that any person registering for the race using such race entries shall be responsible for the cost and purchase of the individual supplemental race insurance offered through the race registration platform.