



# Tourism Development Committee Agenda and Meeting Notice

**Tuesday, February 27th, 2018 - 2:00 pm**  
**Tahoe City PUD**

## NLTRA Mission

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

## Tourism Mission

To promote North Lake Tahoe as a travel destination with the purpose of increasing travel spending within the region, including year-round occupancy and length of stay, generating Transient Occupancy Tax (TOT) revenues, sales tax revenues, and maximizing the exposure and promotion of North Lake Tahoe on a regional, national and International level.

## Marketing Committee

Items May Not Be Heard In the Order They Are Listed

### NLTRA Board

**Brett Williams, Chair**  
Agate Bay Realty

### Committee Members

**Eric Brandt**  
Destination Media Solutions

**Terra Calegari**  
Resort at Squaw Creek

**Daniel Dorr**  
Northstar California

**Nicole Reitter**  
Tahoe Mountain Resort  
Lodging

**Christine Horvath**  
Squaw Valley/Alpine  
Meadows

**Todd Jackson**  
Big Blue Adventure

**Judith Kline**  
Tahoe Luxury Properties

**Becky Moore**  
Squaw Valley Lodge

**Melissa Panico**  
Oliver Real Estate

**Placer County -Advisory**  
Erin Casey

### NLTRA Staff

**Quorum**  
**6 Members with 1 Board**  
**Member**

### Call in information:

**Dial: 712-770-4010**

**Meeting ID: 961-748**

*\*Please let us know in advance if you will be calling in\**

- A. Call to Order – Establish Quorum
- B. Public Forum: Any person wishing to address the Marketing Committee on items of interest to the Committee 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 Committee on items addressed under Public Forum. (2 - 10 min)
- C. Agenda Amendments and Approval (2 min)
- D. Approval of Marketing Meeting Minutes – (2 min) (Page 1)
  - January 30, 2018
- E. Presentation by Richter7 – Walt McRoberts (20 min)
- F. DestiMetrics Market Overview – (5 min) – Daphne Lange (Page 4)
- G. Review of Spartan Broadcast Platform (15 min) – Amber Burke (Page 5)
- H. Tourism Development Workshop Update and Recommendations (5 min) – Daphne Lange
- I. Visit California Outlook Forum Conference Recap (5 min) – Daphne Lange
- J. Departmental Verbal Report (30 min)
  - Conference Sales – J. Neary
  - Leisure Sales – S. Winters
  - Events & Communications – A. Burke
  - Website Content – S. Fallon
  - Public Relations – The Abbi Agency
  - Advertising – Augustine Agency
- K. Standing Reports (posted on [www.NLTRA.org](http://www.NLTRA.org))
  - Destimetrics Report
  - Conference Activity Report
  - Lodging Referral Report

L. Committee Member Comments

M. Adjournment

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This meeting is wheelchair accessible

Posted and Emailed (2/23- 12.30pm)



# north lake tahoe

Chamber | CVB | Resort Association

PO Box 5459 - Tahoe City, CA 96145 Ph – (530) 581-8700 Fx – (530) 581-8762

## MARKETING COMMITTEE MEETING MINUTES

North Tahoe Event Center

Tuesday, January 30, 2017 – 2 pm

### PRELIMINARY MINUTES

**COMMITTEE MEMBERS IN ATTENDANCE:** Todd Jackson, Christine Horvath, Brett Williams, Eric Brandt, Judith Kline, Melissa Panico, Daniel Dorr,

**RESORT ASSOCIATION STAFF:** Amber Burke, Cindy Gustafson, Jason Neary, Sarah Winters, Anna Atwood

**OTHERS IN ATTENDANCE:** Alexis Kahn, Lindsay Moore, Ty Whittaker, Shelly Fallon,

#### **I. MEETING OF THE MARKETING COMMITTEE**

##### **1.0 CALL TO ORDER – ESTABLISH QUORUM**

The Marketing Committee meeting was called to order at 2:10 pm and a quorum was established.

##### **2.0 PUBLIC FORUM**

No public forum

##### **3.0 AGENDA AMENDMENTS AND APPROVAL**

**M/S/C (Jackson/Brandt) (7/0) to approve the agenda as presented.**

##### **4.0 APPROVAL OF MARKETING MEETING MINUTES FROM NOVEMBER 28<sup>TH</sup>, 2017**

**M/S/C (Brandt/Jackson) (7/0) to approve the meeting minutes from November 28<sup>th</sup>, 2017.**

##### **5.0 INTRODUCTION OF NEW COMMITTEE MEMBERS**

- Cindy welcomed everyone to the workshop and shared that we had an astounding number of qualified applicants this year, and it was a tough decision for the NLTRA Executive Committee and the Board of Directors to choose 3 new members.
- Cindy introduced Daniel Dorr, Director of Marketing at Northstar to everyone.
- Cindy introduced Melissa Panico, Director of Marketing with Taste Catering in San Francisco and also works for Oliver Real Estate.
- Brett shared the reason for changing the name from Marketing to Tourism Development Committee. Most community members associated marketing more with advertising so to better encompass everything the committee does, the Tourism Development Committee is a better term.

##### **6.0 WELCOME TO OUR NEW TOURISM DIRECTOR, DAPHNE LANGE**

- Daphne shared her background, she spent the last 6 years with Visit California and prior to that she was with Northstar.

**7.0 ELECTION OF CHAIR/VICE CHAIR – ANDY CHAPMAN**

- Each year we look at bringing in a new Chair and Vice Chair. It's open for anyone that is interested.
- Brett shared he is willing to continue if nobody else wants take over and Christine was also willing continue as Vice Chair.

**M/S/C (Brandt/Dorr) (7/0) to elect Brett Williams as Chair and Christine Horvath as Vice Chair for 2018.**

**8.0 ELECTION OF MARKTING COOP SEAT REPRESENTATION FROM NLTRA - ANDY**

- Andy gave a quick background on the make-up of the Marketing Coop Committee and the two funding partners; NLTRA and the Incline Village Crystal Bay Visitors Bureau.
- Brett stated the Marketing Coop Committee spend a little more time and money on the destination piece and the meetings are held quarterly.
- Andy shared the current members from NLTRA are: Cindy, Brett and Christine and we are looking to replace Carlynn from Northstar.
- Daniel Dorr welcomed the opportunity to sit on the Marketing Coop Committee.

**M/S/C (Jackson/Brandt) to appoint Cindy Gustafson, Brett Williams, Christine Horvath and Daniel Dorr to the Marketing Cooperative seats.**

**9.0 EVENT CONTRACTS - AMBER**

- Amber presented the 2020 Mountain Travel Symposium (MTS) Contract. Additionally there is a subcontract between the regional partners called the North Tahoe Partners Group Agreement.
- MTS is the largest running annual gathering of mountain travel professionals in the world with over 1,100 attendees including representatives from 35+ counties.
- NLTRA worked in conjunction with Squaw Valley Alpine Meadows, The Resort at Squaw Creek and the Squaw Valley Lodge to submit and bid to be the host location for the 2020 Mountain Travel Symposium. The last time the event was held in North Lake Tahoe was March 2012.
- Amber shared the Fiscal impact. NLTRA would cover 50% of operating costs required by the Master Housing Agreement. Staff estimates those costs to be approximately \$66,500 and anticipates \$5,000 to hit in the 2018/19 Fiscal Year and \$61,500 to hit in the 2019/20 Fiscal Year. Staff will do everything in their power to bring these costs down through sponsorship opportunities and trade opportunities.
- Amber shared some of the benefits to the region.

Comments:

- Brett questioned sponsorship opportunities and if the cost would come off NLTRA portion of the contribution or everyone contribution. Ambers shared it would be come off everyone contribution as they are shared.
- Eric questioned how it is billed and Amber clarified.

**M/S/C (Kline/Brandt) (7/0) to approve the 2020 Mountain Symposium Contract.**

**10.0 DEPARTMENTAL REPORTS – AUGUST (All Standing Reports and Departmental reports can be found at: [http://www.nltra.org/meetings/meeting\\_minutes.php?committeeID=1](http://www.nltra.org/meetings/meeting_minutes.php?committeeID=1) )**

- **Conference Sales – Jason Neary**
- **Leisure Sales – Sarah Winters**
- **Events & Communications – Amber Burke**
- **Website Content – Shelley Fallon**
- **Public Relations – The Abbi Agency**
- **Advertising – Augustine Agency**

**11.0 STANDING REPORTS**

- **Destimetrics August Report**
- **RTIA Passenger and Cargo Report**
- **August Conference Activity Report**
- **August Lodging Referral Report**

## **12.0 COMMITTEE MEMBER COMMENTS**

- Eric welcomed the new committee members and a quick introduction of all committee members were done.
- Nicole Reitter was also introduced as a new committee member.
- Brett brought up the event strategy that needs that will be discussed and shared it was tabled until the February meeting but recommended everyone to think about priorities of events.

**Action to Amber: Send out an e-mail to committee members before next meeting regarding event strategy.**

## **13.0 ADJOURNMENT**

Meeting adjourned at 2.40 PM into the Workshop portion of the meeting.

Submitted By:

Anna Atwood  
Marketing Executive Assistant  
North Lake Tahoe Chamber/CVB/Resort Association

## DESTINATION LEVEL RESERVATIONS ACTIVITY SUMMARY

Produced by Inntopia. Presented as a community service by the North Lake Tahoe DestiMetrics subscribing organization



**north lake tahoe**  
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Destination: North Lake Tahoe

Period: Bookings as of Jan 31, 2018

### Executive Summary - Year over Year Variance and Analysis

Data based on a sample of up to 10 properties in the North Lake Tahoe destination, representing up to 1,366 Units ('DestiMetrics Census'\*) and 42.3% of 3,229 total units in the North Lake Tahoe destination ('Destination Census'\*\*)

**MARKET OVERVIEW:** While January has brought some much-needed snow to western ski resorts, snow quantity is still a far cry from previous years', creating angst for lodgers and ski companies alike at this midway point of the season. While the most immediate impact is on occupancy rates as they fall short compared to the same time last year, average daily rate continues to outperform last year. Fortunately, the economic wildcard is working in our favor. The Dow Jones experienced growth throughout January, closing at 26,076.89 points on the 31st, a 26.5 percent increase from last year at this time. Domestic job creation exceeded analysts' expectations in January when 180,000 jobs were expected, yet 200,000 were created, and unemployment has stayed steady for the past 3 months at 4.1 percent, the lowest unemployment figure since 2000. Consumer confidence also beat expectations for January, increasing to 125.4, a 2.7 percent increase from December, nearing the 17-year high of 128.6 set in November of 2017. In conjunction with other indicators showing a strong domestic economy, wages grew 2.9% from a year ago, the strongest wage growth since June of 2009, though there remains a long way to go. But with rising wages comes inflation and a need for the Federal Reserve to control it with interest rate increases. Look for market volatility to persist over the coming months as the new Fed chair works to keep the economy growing manageably. Locally, North Lake Tahoe occupancy was down -17.7 percent in January versus 2017, accompanied with a decrease in rate of -0.2 percent. North Lake Tahoe occupancy for the past six months (August - January) was slightly down -5.2 percent compared to the same period last year, accompanied with an increase in rate of 0.5 percent. Bookings taken in January for arrival in January were down -18.9 percent compared to bookings taken in January 2017 (not shown).

		2017/18	2016/17	Year over Year % Diff
<b>a. Last Month Performance: Current YTD vs. Previous YTD</b>				
Occupancy Rates during last month (January, 2018) were down (-17.7%) compared to the same period last year (January, 2017), while Average Daily Rate was also down (-0.2%).	Occupancy (January) :	42.4%	51.5%	-17.7%
	ADR (January) :	\$328	\$329	-0.2%
<b>b. Next Month Performance: Current YTD vs. Previous YTD</b>				
Occupancy Rates for next month (February, 2018) are down (-16.5%) compared to the same period last year, while Average Daily Rate is up (0.3%).	Occupancy (February) :	44.9%	53.8%	-16.5%
	ADR (February) :	\$365	\$364	0.3%
<b>c. Historical 6 Month Actual Performance: Current YTD vs. Previous YTD</b>				
Occupancy Rates for the previous 6 months (August - January) are down (-5.2%) compared to the same period last year, while Average Daily Rate is up (0.5%).	Occ - 6 Month Historic	45.2%	47.6%	-5.2%
	ADR - 6 Month Historic	\$309	\$308	0.5%
<b>d. Future 6 Month On The Books Performance: Current YTD vs. Previous YTD</b>				
Occupancy Rates for the upcoming 6 months (February - July) are up (0.8%) compared to the same period last year, while Average Daily Rate is also up (0.3%).	Occ % - 6 Month Future	26.7%	26.5%	0.8%
	ADR - 6 Month Future	\$332	\$331	0.3%
<b>e. Incremental Pacing - % Change in Rooms Booked last Calendar Month: Jan. 31, 2018 vs. Previous Year</b>				
Rooms Booked during last month (January, 2018) compared to Rooms Booked during the same period last year (January, 2017) for all arrival dates are down by (-27.6%)	Booking Pace (January):	7.1%	9.8%	-27.6%

**LOOKING FORWARD** We look ahead to the second half of the ski season with the benefit of recent volatility in financial markets to help set our expectations. With wild swings on Wall Street in the very early part of February, some analysts are citing a new normal, while others look for stability as markets get used to the idea of higher interest rates and rising wages. But most will agree that a full-scale correction to markets (-10 percent or greater) is long overdue and healthy. Whether consumers see it that way or not will remain to be seen. But market forces are only part of the issue. While late January and early February snowfall has improved conditions in some resorts, and others are having excellent seasons in their own right, there are many that continue to struggle with on-mountain product and healthy economic conditions are a supporting factor when snow is lacking, as we've seen in the past. In the meantime, strong Average Daily Rates at mountain lodging providers are offsetting the declines in occupancy and revenue is positive through the end of the season, though just barely, and the bottom line could go either way at this point. Locally, North Lake Tahoe on-the-books occupancy for February 2018 is down -16.5 percent compared to 2017, accompanied with an increase in rate of 0.3 percent. Occupancy on-the-books for the upcoming six months (February-July) is up 0.8 percent compared to the same period last year, with an increase in rate of 0.3 percent. North Lake Tahoe bookings taken in January for arrival January - June was down -27.6 percent compared to the same period last year.

<b>For more information:</b>		<b>DestiMetrics</b>
North Lake Tahoe Contact Information John Thompson, Director of Tourism	<a href="mailto:jt@golahoenorth.com">jt@golahoenorth.com</a>	<a href="http://www.nltra.org">www.nltra.org</a>
Inntopia Contact Information:	<a href="mailto:info@DestiMetrics.com">info@DestiMetrics.com</a>	<a href="http://www.DestiMetrics.com">www.DestiMetrics.com</a>



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## MEMORANDUM

Date: February 21, 2018  
TO: NLTRA Marketing Committee  
FROM: Amber Burke  
RE: Live Streaming vs. NBC Broadcast

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**Action Requested:**

Discussion and feedback to provide Spartan.

**Background:**

In 2017 Spartan made the decision to live stream the first race of their U.S. Championship Series and the response extremely positive. As a result of the popularity and overwhelming viewership of the live stream, the organization made the decision to switch the broadcast platform in 2018 from traditional television to streaming.

Attached is a comparison of performance between the live stream and NBC/NBCSN broadcasts from last season. The live stream outperformed the NBC series time after time and viewership from the series has been on a steady decline year over year as well.

Live Stream Total Views – 1,815,312  
NBC/NBSCN Impressions – 490,000

**Fiscal Impact:**

No direct fiscal impact.

## Spartan World Championships – Broadcast Platform Statistics

In 2017 Spartan made the decision to live stream the first race of their U.S. Championship Series and the response extremely positive. Fans were able watch the action in real time from their phones, computers, tablets, or SmartTV.

According to the Interactive Advertising Bureau, 54% of the time we spend watching TV is spent watching non-linear programming, as in streaming videos of all kind.

Attached is a comparison of performance between the live stream and NBC/NBCSN broadcasts from last season. The live stream outperformed the NBC series time after time and viewership from the series has been on a steady decline year over year as well.

### 2017 North Lake Tahoe World Championships – Live Stream Statistics

Platform	Total Reach	Total Engagements	Total Views	Live Views
Facebook	8,292,078	48,472	1,540,825	954,409
Twitter*	152,201	642	45,188	N/A
Instagram*	950,000	48,453	229,299	N/A
TOTAL LIVE STREAM	8,279,436	47,783	1,540,825	954,409
<b>TOTAL</b>	<b>9,610,936</b>	<b>96,878</b>	<b>1,815,312</b>	<b>954,409</b>

### 2017 North Lake Tahoe World Championships – NBC Ratings

Year	Duration	Ratings	Households	Avg. Viewers/Minute (Impressions)	People Ages 18 – 49	People Ages 25 - 54
2017	60 Minutes	0.35	416,000	490,000	169,000	212,000
2016	60 Minutes	0.63	743,000	1,098,000	327,000	395,000
<b>YOY Change</b>		<b>(44%)</b>	<b>(44%)</b>	<b>(55%)</b>	<b>(48%)</b>	<b>(46%)</b>

Given the popularity and overwhelming viewership of the live stream, the organization has made the decision to switch the broadcast platform in 2018 from traditional television to streaming.

Streaming the event offers Spartan more flexibility in the content, which in turn will provide more opportunities to highlight North Lake Tahoe.

1. Spartan can insert up to two minutes of destination b-roll into the beginning of the broadcast (no sales messaging).
2. The pre-show will be presented by North Lake Tahoe.
3. Mentions throughout the broadcast that the event is hosted by North Lake Tahoe.
4. Spartan will incorporate the North Lake Tahoe logo into the race time clocks.
5. Course map static will also incorporate the North Lake Tahoe logo.



SPARTAN RACE | 234 CONGRESS STREET | BOSTON, MA 02110



## Live Stream & NBCSN Analytics

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# LIVE STREAM PRODUCTION

[Individual World Championship](#)

[Team World Championship](#)

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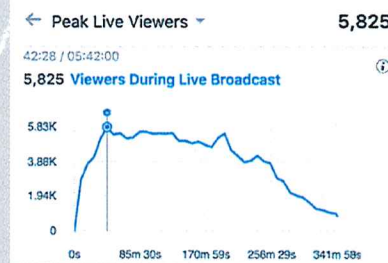
# North Lake Tahoe World Champs - 9/30-10/1

Platform	Total Reach	Total Engagements	Total Views	Live Viewers
Facebook	8,292,078	48,472	1,540,825	954,409
Twitter*	152,201	642	45,188	N/A
Instagram*	950,000	48,453	229,299	N/A
<b>TOTAL LIVE STREAM</b>	8,279,436	47,783	1,540,825	954,409
<b>TOTAL</b>	<b>9,610,936</b>	<b>96,878</b>	<b>1,815,312</b>	<b>954,409</b>

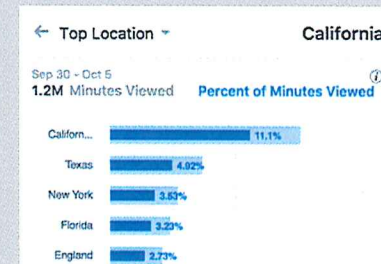
## Demographics

- MALE: 61%
- FEMALE: 39%
- Highest demo: Male, 24-35

## Facebook Viewers



## Top Location



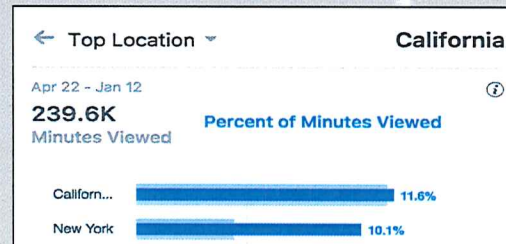
\*Not live stream, clips from race

# Seattle, WA

Platform	Total Reach	Total Engagements	Total Views
Facebook	2,805,645 (Paid: 114,852)	31,586	489,360 (Paid: 57,657)
YouTube	N/A	765	38,827
Twitter	197,580	1,118	10,404
Instagram	2,760,729	76,652	243,938
<b>TOTAL LIVE STREAM</b>	<b>2,805,645</b>	<b>32,351</b>	<b>528,187</b>
<b>TOTAL</b>	<b>5,763,954</b>	<b>110,121</b>	<b>782,529</b>

## DEMOGRAPHICS

- MALE: **72%**
- FEMALE: **28%**
- Highest demo: **Male, 24-35**
- Avg. View Duration: **22:04**



# Monterey, CA

Platform	Total Reach	Total Engagements	Total Views
Facebook	2,489,865 (Paid: 642,496)	13,196	597,439 (Paid: 273,477)
YouTube	N/A	418	21,435
Twitter*	28,362	620	4,678
Instagram*	435,400	14,196	108,039
<b>TOTAL LIVE STREAM</b>	<b>2,489,865</b>	<b>13,614</b>	<b>618,874</b>
<b>TOTAL</b>	<b>2,925,265</b>	<b>28,430</b>	<b>731,591</b>

## DEMOGRAPHICS

- MALE: 77%
- FEMALE: 23%
- **Highest demo: Male, 24-35**
- Avg. View Duration: 21:14

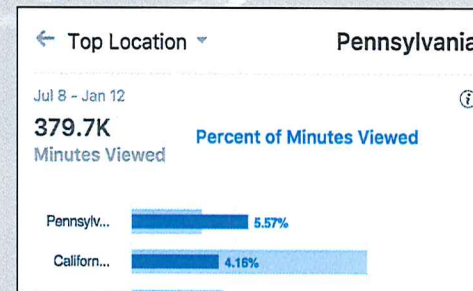


# Palmerton, PA

Platform	Total Reach	Total Engagements	Total Views
Facebook	1,806,208 (Paid: 0)	9,432	460,607 (Paid: 0)
YouTube	N/A	573	10,512
Twitter*	1,343,891	504	16,960
Instagram*	1,535,800	125,274	351,296
<b>TOTAL LIVE STREAM</b>	<b>1,806,208</b>	<b>10,005</b>	<b>471,119</b>
<b>TOTAL</b>	<b>4,685,899</b>	<b>135,783</b>	<b>822,415</b>

## DEMOGRAPHICS

- MALE: 79%
- FEMALE: 21%
- Highest demo: **Male, 24-35**
- Avg. View Duration: **25:10**



# Asheville, NC

Platform	Total Reach	Total Engagements	Total Views
Facebook	3,042,816 (1,410,460 paid)	12,488	749,827 (123,903 paid)
YouTube	N/A	865	19,857
Twitter*	1,334,800	485	11,854
Instagram*	345,600	12,583	80,239
<b>TOTAL LIVE STREAM</b>	<b>3,042,816</b>	<b>13,353</b>	<b>769,684</b>
<b>TOTAL</b>	<b>3,521,896</b>	<b>26,421</b>	<b>861,777</b>

## DEMOGRAPHICS

- MALE: 78%
- FEMALE: 22%
- Highest demo: **Male, 24-35**
- Avg. View Duration: 27:48

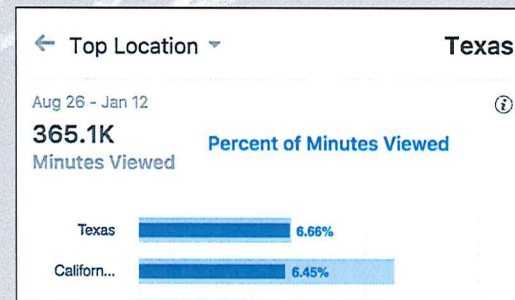


# West Virginia

Platform	Total Reach	Total Engagements	Total Views
Facebook	2,310,809 (Paid: 959,838)	7,389	867,582 (Paid: 519,000)
YouTube	N/A	410	11,665
Twitter*	214,008	919	24,985
Instagram*	569,475	23,241	180,812
<b>TOTAL LIVE STREAM</b>	<b>2,310,809</b>	<b>7,799</b>	<b>879,247</b>
<b>TOTAL</b>	<b>3,094,292</b>	<b>31,959</b>	<b>1,085,044</b>

## DEMOGRAPHICS

- MALE: 67%
- FEMALE: 32%
- Highest demo: Male, 24-35
- Avg. View Duration: 26:59





# NBC 2017 RATINGS

## NBC

Episode	Duration	Ratings	Households	Avg Viewers Per Minute (Impressions)	P18-49	P25-54	
World Championship Premier	60	0.35	416000	490000	169000	212000	
		0.63	743000	1098000	327000	395000	
		2017 VS 2016	-44%	-44%	-55%	-48%	-46%

# NBCSN 2017 RATINGS

## NBCSN

Episode	Day	Date	TV Start	Duration	Live/Tape	Ratings	Households	Avg. Viewers Per Minute (Impressions)	P18-49	P25-54
Seattle Premier	Tuesday	7/18/17	11PM	60	TAPE	0.04	50000	66000	21000	29000
Monterey Premier	Wednesday	8/16/17	7PM	60	TAPE	0.03	40000	51000	19000	24000
Palmerton Premier	Wednesday	8/30/17	7PM	60	TAPE	0.04	43000	57000	15000	24000
Asheville Premier	Wednesday	9/27/17	7PM	60	TAPE	0.06	77000	107000	44000	47000
West Viginia Premier	Wednesday	10/3/17	7PM	60	TAPE	0.03	32000	42000	16000	21000
Tahoe Re-air 1	Saturday	12/30/17	7:00 PM	60	TAPE	0.04	44000	72000	29000	30000
<b>2017 Avgs YTD</b>						<b>0.04</b>	<b>47,667</b>	<b>65,833</b>	<b>24,000</b>	<b>29,167</b>

# MEDIA PLATFORM COMPARISON

LOCATION	NBCSN ( Avg. Viewers per Minute)	LIVESTREAM (Viewers)
SEATTLE	66,000	782,529
MONTEREY	51,000	731,591
PALMERTON	57,000	822,412
ASHEVILLE	107,000	861,777
WEST VIRGINIA	42,000	1,085,044
TAHOE ( NBCSN)+ NBC	562,000	1,815,312
<b>TOTAL</b>	<b>885,000</b>	<b>6,098,665</b>

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

This Agreement for Sponsorship and Advertising ("Agreement") is dated this 22nd Day of December, 2017 ("Effective Date"), and is by and between **Spartan Race, Inc.**, a Delaware corporation with a principal business address of 234 Congress street, 5<sup>th</sup> Fl., Boston, MA 02110 ("Spartan") and **North Lake Tahoe Resort Association, Inc.** with a principal business address of 100 North Lake Blvd, Tahoe City, CA 96145 ("NLTRA" or "Sponsor"). (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 of the 2018 and 2019 events, 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, 2018, 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. Spartan shall provide NLTRA with a 2018 Event recap and 2019 Event sponsorship proposal by October 16, 2018. NLTRA shall, in good faith, entertain such 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 by November 16, 2018. 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 it 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. 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, 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 Sponsor 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, which shall be on or around July [*], 2018, from Spartan, or no later than August 15, 2018.

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. Sponsor hereby grants to Spartan a limited, non-exclusive, non-transferable, non-sub-licensable 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 its rights or carrying out its 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 so long as such use does not, denigrate, tarnish or reflect adversely on Sponsor, or its businesses, officers, directors, executives, employees, events, activities, suppliers and/or the North Lake Tahoe region.

c. As between Spartan on the one hand and 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 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 its 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's 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. Sponsor shall not be permitted to use Program footage or images unless Spartan 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; provided, however Spartan shall provide reasonable assistance to obtain such third-party consents. 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 that is 45 days prior or 45 days after the 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. In the event that Sponsor terminates this Agreement in accordance with this Section 8, the Parties agree to enter into good faith discussions to determine which obligations under this Agreement were fulfilled prior to the termination date and assess if any pro-rated portions of the Sponsorship Fees paid to Spartan under the Agreement should be returned to Sponsor accordingly.

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 EITHER PARTY 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. Notwithstanding anything herein to the contrary, Spartan further specifically agrees to indemnify and hold Sponsor and its Indemnified Parties, harmless from and against all Claims and Losses arising out of the negligent or willful acts or omissions of Spartan or its directors, officers, employees, contractors or agents related to any Race or Event. 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 Spartan, and its affiliates, officers, directors, employees, representative and agents, and the heirs, successors and assign 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 Sacramento, CA 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. Spartan understands and agrees that Sponsor's board meetings and agendas are public and any discussion of this Agreement including the terms and conditions herein may be disclosed in a board meeting and/or agenda in which case such disclosure shall not be a breach of the confidentiality obligations set forth herein.

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 Sacramento, CA, 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, 5 <sup>th</sup> Floor Boston, MA 02110 Attn: General Counsel Email: deannas@spartan.com
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To NLTRA:	North Lake Tahoe Resort Association, Inc.
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100 North Lake Blvd  
Tahoe City, CA 96145  
Attn: Cindy Gustafson  
Email: cindy@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 acknowledge 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, INC.**

By: Cindy Gustafson

Name: CINDY GUSTAFSON

Title: CEO

**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) co-marketing and trade support.
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](http://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. 5 destination specific posts (NLTRA must provide content)
        - b. 10 likes;
        - c. 10 shares;
        - d. 10 re-tweets; and



- e. 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 number 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.