

Marketing Committee Agenda and Meeting Notice

Tuesday, January 24, 2017 - 2:00 pm Tahoe City Public Utility District Board Room

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

NLTRA Board Brett Williams, Chair

Agate Bay Realty

Committee Members

Eric Brandt

Destination Media Solutions

Terra Calegari

Resort at Squaw Creek

Carlynne Fajkos

Northstar California

Gregg Gibboney

Notched

Christine Horvath

Squaw Valley/Alpine Meadows

Todd Jackson

Big Blue Adventure

Judith Klein

Tahoe Luxury Properties

Becky Moore

Squaw Valley Lodge

Marguerite Sprague

Tahoe Public Arts

Placer County

Erin Casey DeDe Cordell

NLTRA Staff

JT Thompson

Quorum 6 Members with 1 Board Member Items May Not Be Heard In the Order They Are Listed

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 1-4)
 - November 29, 2016
- E. Welcome and Introduction of new Committee Members Chair (5 min) (Page 5)
- F. 2017 Committee Meeting Dates, Membership and Election of Chair Thompson (5 min) (Page 6)
- G. Presentation and discussion (Q&A) on North Lake Tahoe Winter Marketing Activity Augustine & Richter7 (30 min) (Page 7-42)
- H. Action Items Budgeted Event Contract Approvals (45 min) (Page 43-46)
 - **Motion** Discussion and possible approval of \$40,000 Sponsorship of Audi FIS World Cup, March 9-11, 2017 (Page 47-62)
 - Motion Discussion and possible approval of \$18,900 Sponsorship of Amgen Tour of California, May 11-12, 2017 (Page 63-64)
 - Motion Discussion and possible approval of \$8,000 Sponsorship of No Barriers Summit, May 30 – June 4, 2017 (Page 65-75)
 - Motion Discussion and possible approval of \$50,000 Sponsorship of Tough Mudder, June 10-11, 2017 (Page 76-79)
 - Motion Discussion and possible approval of \$10,000 Sponsorship of Broken Arrow Sky Race, June 16-17, 2017 (Page 80-81)
 - Motion Discussion and possible approval of \$35,000 Sponsorship of Wanderlust, July 20-23, 2017 (Page 82-92)
- I. Departmental Reports Overview (45 min)
 - Conference Sales J. Neary (Page 93-94)
 - Leisure Sales S. Winters (Thompson) (Page 95-97)
 - Events & Communications A. Burke (Thompson) (Page 98-99)
 - Website Content S. Fallon (Page 100)

- PR / Social The Abbi Agency (Page 101-114)
- J. Committee Member Comments (5 minutes)
- K. Standing Reports (posted on www.NLTRA.org)
 - Conference Activity Report (Page 115-120)
 - Google Analytics Reporting (Page 121-122)
 - December Lodging Referral Report (Page 123-124)
 - Quarterly International Reports (Australia and UK) (Page 125-207)

This meeting is wheelchair accessible

Posted and Emailed (1/20/17 5:00 P.M.)



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

MARKETING COMMITTEE MEETING MINUTES Tahoe City Public Utility District Board Room Tuesday, November 29, 2016 – 2 pm

PRELIMINARY MINUTES

COMMITTEE MEMBERS IN ATTENDANCE: Becky Moore, DeDe Cordell, Brett Williams, Gregg Gibboney, Eric Brandt, Carlynne Fajkos, Todd Jackson, Christine Horvath (2.15 pm)

RESORT ASSOCIATION STAFF: JT Thompson, Sandy Evans Hall, Amber Burke, Natalie Parrish, Anna Atwood

OTHERS IN ATTENDANCE: Shelly Fallon, Andy Chapman, Bart Peterson, Erin Casey, Liz Bowling, Kim Ericksen, Lindsay Moore, Judith Kline

- I. MEETING OF THE MARKETING COMMITTEE
- 1.0 CALL TO ORDER ESTABLISH QUORUM
 - 1.1 The Marketing Committee meeting was called to order at 2.02 pm and a quorum was established.
- 2.0 PUBLIC FORUM
 - 2.1 No public forum.
- 3.0 AGENDA AMENDMENTS AND APPROVAL
 - 3.1 M/S/C (Williams/Moore) (7/0) to approve the agenda with the addition of a discussion on appointment of Marketing Cooperative seat under item F.
- 4.0 APPROVAL OF MARKETING MEETING MINUTES FROM OCTOBER 25, 2016
 - 4.1 M/S/C (Cordell/Jackson) (6/0/1 Brandt abstained) to approve the meeting minutes from October 25, 2016.
- 5.0 PRESENTATION AND DISCUSSION ON NORTH LAKE TAHOE ACTIVITY TICKETS PROGRAM BART PETERSON, IVCBVB
 - Bart with the Incline Village Crystal Bay Visitors Bureau runs the Activity Tickets Program. The website is: http://tahoe.activitytickets.com/. They currently have a wide variety of activities and offerings around the lake that you may book at the Visitors Center in Incline or on the website. This is a great resource for our visitors. Bart shared some of the current vendors and they include: Around Tahoe Tours, M.S. Dixie, Thunderbird Lodge, Tahoe Adventure Company, UC Davis Science Center and many more. Bart is looking to add: Nordic skiing, Dog-Sledding, Snowmobiling as winter activities. Vendors do get back-in access on the website to manage their inventory.

A committee member questioned the fee to join and Bart shared it's a 10 or 15% commission. A committee member recommended for more exposure of this program to get in front of Chamber Mixers.

6.0 DISCUSSION AND POSSIBLE APPROVAL OF MARKETING COMMITTEE CHAIR – JT THOMPSON

JT reported that the committee member in Pool C will be ending their term this year. Christine Horvath has expressed an interest in continuing and that leaves two open seats. Staff recommends replacing the two open spots with the replacement of Larry Colton (Resort at Squaw Creek) and Giles Priestland (The Ritz-Carlton) once those positions are filled and vetted through this committee.

Comments:

- Is there an industry we are not taking into consideration? Retail? Restaurant? Tech?
- Millennial generations and someone with digital/video/social expertise.
- If both the larger hotels has interest and a depth of marketing expertise that would be ok
 too.

It was suggested that the committee members have their recommendations in to JT by noon on Wednesday, November 30th as these recommendations goes in the board packet this Friday.

7.0 NLT MARKETING COOP COMMITTEE APPOINTMENT BOARD RECOMMENDATION - JT THOMPSON

7.1 The NLT Marketing Cooperative Committee is made up of four members of each organization. These members include the Executive Director, two lay members and one board member from each organization. NLTRA Committee members include Sandy Evans Hall, Christine Horvath and Brett Williams. There are currently one open seats on this committee.

JT reported the marketing committee will recommend for board approval one additional coop committee member to include one lay member. JT asked if there were any interest from the marketing committee members. Carlynne Fajkos volunteered for the Marketing Cooperative seat.

7.2 M/S/C (Jackson/Cordell) (8/0) to appoint Carlynne Fajkos as new Marketing Cooperative member.

Action to JT: Send minutes from previous meetings and schedule a meeting with Carlynne.

8.0 UPDATE AND DISCUSSION OF BACC PROGRAM "TOUCH THE LAKE" – TAA/JT THOMPSON

8.1 Liz gave an update on the "Touch The Lake". The printed map will be distributed to lodging properties mostly in resort areas to drive traffic to the lake. At this point they have 10 coupons confirmed for the map and is hoping for 6-7 more. Liz shared the routes will be integrated on the map with distances to the ski resort and it will also include "What not to miss" in each town. The map will be available at the Visitors Centers and at the lodging properties. The Abbi Agency is working on a talking points sheet for front desk staff or concierges to better understand the purpose of the map. There will be a "enter-to-win" for the photo contest. Liz shared the map will be launched January 2, 2017 with the Facebook contest starting on December 19th.

9.0 DEPARTMENTAL REPORTS (http://nltra.org/docs/public/March%20Departmental%20Reports.pdf)

- **9.1 Conference Sales** JT reviewed the following items with the committee:
 - Greg attended UC Davis 20th Annual Event Planners Exchange Caterer and Vendor Showcase. Great attendance this year.
 - Greg hosted No Barriers USA site tour
 - Greg attended Luxury Summit in Dallas, Houston, San Antonio and Austin and is heading to Luxury Meeting Summit in Seattle and Portland this week.
 - Jason is attending CalSAE Seasonal Spectacular this week and Holiday Showcase in Chicago mid-December.
- **9.2** Leisure Sales Sarah reviewed the following items with the committee:
 - · Sarah is currently in the UK for sales call.

- Attended a Mexico Sales Mission Nov 2-4, 2016 with Alex Mourelatos. Trained 100+ tour operators/agents/media representatives.
- Hosted Brand USA Mexico FAM.
- JT shared Visit California's Global Ready China program coming at the OVL on Tuesday, December 6th. This is a seminar on how to prepare for the Chinese traveler.
- **9.3** Events & Communications Amber reviewed the following items with the committee:
 - Has been working on a Quarterly Event Notification which is scheduled to go out in early December.
 - Working with the Abbi Agency on the PR Summit for early to mid-December.
 - WinterWonderGrass lineup was announced tickets are for sale. Amber is looking into swag items to be incorporated with the WinterWonderGrass event in Steamboat.
 - Holiday ShopLocal contest just started.
 - Reminded the committee of the opening of the Tahoe City Ice skating rink on December 10th.
 - Christine Horvath suggested looking at bringing back Learn to Ski month. Judy organized this and it was great promotions.
- 9.4 Web Shelly reviewed the following information with the committee members:
 - Shelly shared website is running smooth.
 - Still low on events event participation dropped way off.
- **9.5 PR/Social** Liz reviewed the following information:
 - 10 media placement, Total Reach: 40,001,200 and Total Publicity Value: \$370,011
 - Liz went to Chicago for desksides visit Nov 1-3. Learnings: high interest in public transit system to/from airport, getting around North Shore, Interest in multi CA/NV stops (Napa-Yosemite-Tahoe)
 - She shared LA is hard to get in for deskside visits. They will make a decision soon and it may be post-phoned.
 - Storytelling Campaign: the first video was with Douglas Dale and was very successful.
 - Posted 3 different blogs and 3 different newsletters.
 - Liz is working on the PR Summit with Amber.
- **9.6** Advertising Kim reviewed the following information:
 - Kim introduced Lindsay Moore to the committee.
 - She shared the Spartan Race video. One will be airing on Dec 25 at 3 pm on NBC Sports.
 - She shared the winter focused ad for Leisure and Conference Sales.
 - They produced a winter leisure ad for You Tube.
 - Continuing work on the website. Human Nature Campaign will be on the website.

10.0 COMMITTEE MEMBER COMMENTS

10.1 Andy shared the supplemental funding approved by the Board of Directors in Incline last month. The agency is working on that plan right now.

11.0 STANDING REPORTS

The following reports were posted on www.nltra.org:

- CONFERENCE ACTIVITY REPORT
- GOOGLE ANALYTICS REPORTING
- WEBSITE REFERRAL LISTINGS

12.0 ADJOURNMENT

12.1 The Marketing Committee meeting adjourned at 4.25 pm.

Submitted By:

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



2017 MARKETING COMMITTEE MEMBERS

RESORT ASSOCIATION BOARD MEMBER/PLACER COUNTY REP

Brett Williams, Chair Primary
Agate Bay Realty
P.O. Box 490
Carnelian Bay, CA 96140
Ph. 530.546.4256
brett@agatebay.com

DeDe Cordell County Executive Office P.O. Box 1909 Tahoe City, CA 96145 Ph. 530.546.1944 DCordell@placer.ca.gov Erin Casey County Executive Office P.O. Box 1909 Tahoe City, CA 96145 Ph: 530.546.1944 ecasey@placer.ca.gov

COMMITTEE MEMBERS

Becky Moore Squaw Valley Lodge P.O. Box 2364 Olympic Valley, CA 2364 Ph. 530.583.5500 ext. 4013 beckym@gpeak.com

Gregg Gibboney Notched P.O. Box 5503 Tahoe City, CA 96145 Ph. 530.414.1451 g@greggg.com

Marguerite Sprague North Tahoe Historical Society P.O. Box 6141 Tahoe City, CA 96145 Ph. 530.583.1762 mshtahoe@gmail.com Christine Horvath Squaw Valley / Alpine Meadows P.O. Box 2007 Olympic Valley, CA 96146 Ph. 530.452.7100 cwhitley@squaw.com

Eric Brandt
Destination Media Solutions
P.O. Box 7468
Tahoe City, CA 96145
Ph. 530.583.4206
eric@destinationmedia.tv

Todd Jackson
Big Blue Adventure
P.O. Box 2720
Kings Beach, CA 96143
Ph. 530.546.1019
todd@bigblueadventure.com

Judith Klein
Tahoe Luxury Properties
PO Box 1904
Tahoe City, CA 96145
Ph: 530.584.5788
Judith@Tluxp.com

Terra Calegari Resort at Squaw Creek P.O. Box 3333 Olympic Valley, CA 96146 Ph. 530.581.6604 tcalegari@destinationhotels.com

Carlynne Fajkos Northstar California Resort P.O. Box 129 Truckee, CA 96160 Ph. 775.832,1129 Gcademartori@vailresorts.com





Marketing Committee & Cooperative Marketing Committee 2017 Meetings Calendar

All monthly NLTRA Marketing Committee meetings are held at 2:00 PM at the Tahoe City Public Utility District.

All quarterly Cooperative Marketing Committee (Coop) meetings are held at alternating offices of the NLTRA and the IVCBVB, noted below. Meetings start at 9:00 AM

January 24, 2017

Monthly Committee Meeting

February 21, 2017

Monthly Committee Meeting

March 28, 2017

Monthly Committee Meeting

March 29, 2017 - IVCBVB

Quarterly Coop Committee Meeting

April 25, 2017

Monthly Committee Meeting

May 30, 2017

Monthly Committee Meeting

June 27, 2017

Monthly Committee Meeting

June 28, 2017 - NLTRA

Quarterly Coop Committee Meeting

August 29, 2017

Monthly Committee Meeting

September 26, 2017

Monthly Committee Meeting

September 27, 2017 - IVCBVB

Quarterly Coop Committee Meeting

October 24, 2017

Monthly Committee Meeting

November 28, 2017

Monthly Committee Meeting

November 29, 2017 - NLTRA

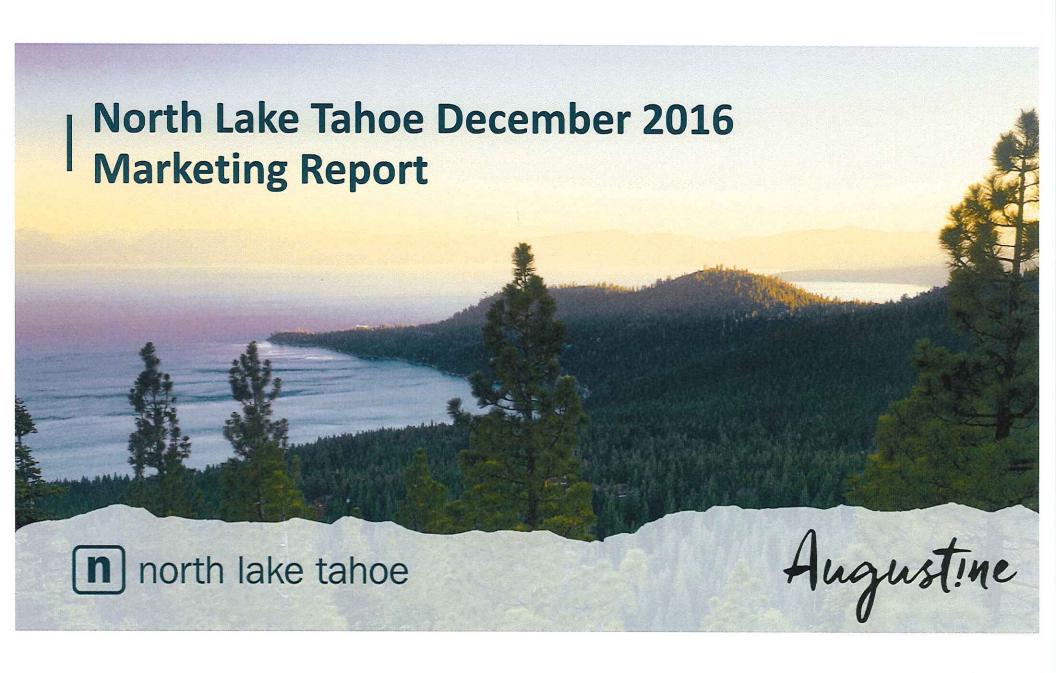
Quarterly Coop Committee Meeting

NLTRA - North Lake Tahoe Resort Association, 100 N. Lake Blvd, Tahoe City, CA 96145

IVCBVB - Incline Village Crystal Bay Visitors Bureau, 969 Tahoe Blvd, Incline Village, NV 89451

TCPUD - Tahoe City Public Utilities District, 221 Fairway Dr, Tahoe City, CA 96145

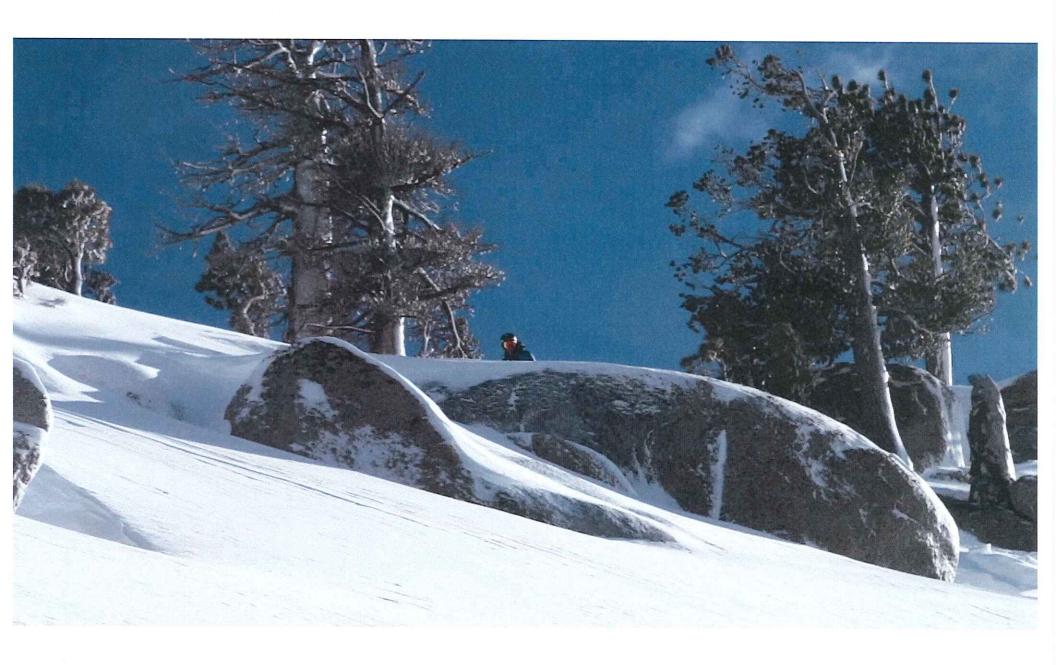
^{*}All meetings are open for public comment. These meetings will focus on marketing and PR strategies for the upcoming season. We will encourage local stakeholders to attend to provide feedback on NLTRA marketing and public relations programs.





North Lake Tahoe NBC Spartan Spot

- Augustine produced a :15 spot to run nationally on NBC on December 25, 2016.
 Production included concepting, copywriting, motion graphics and music production.
- The spot is in line with the Human Nature branding and features winter activities.
- During the airing of the Spartan Race Championship on NBC, GoTahoeNorth.com traffic increased by 75.57%, year-over-year.
- The spot, which ran twice during the airing on NBC, had 2,196,000 total Impressions.



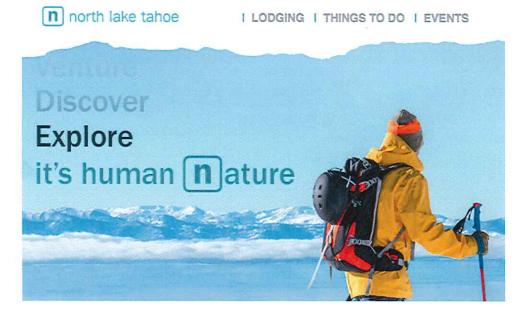
Meetings and Conventions Magazine – ½ Page Ad

Augustine designed a 1/2
page print ad to run in
M&C's January 2017
issue.



- Augustine developed an email blast designed for the Leisure market in our Fly-in markets of Austin, TX, Los Angeles and New York. The information in the email linked back to GoTahoeNorth.com and included information about the following:
 - Intro copy about North Lake Tahoe
 - NLT Lodging
 - Things to do
 - Infographic on the destination about accommodations, towns, etc.
 - Information about Winter Wondergrass

- · Call to action buttons to:
 - · Plan Your Trip Now
 - Purchase Winter Wondergrass
- Information on getting to North Lake Tahoe
- Social Media Links



WINTER ADVENTURES AWAIT

Explore hundreds of miles of exciting terrain. Check out North America's most concentrated selection of ski resorts. Relax in world-class accommodations. In North Lake Tahoe, breathtaking scenery and invigorating activities blend together to create the perfect winter destination for making a lifetime of memories.

Along with incredible skiing, North Lake Tahoe offers winter fun for adventurers and families alike—think sledding, ice skating and showshoeing including midnight tours, snowkiting, snowmobiling and making the most epic snowman ever. Play in the snow in North Lake Tahoe, where your winter vacation is waiting for you.





12 SKI RESORTS



103
WINTER ACCOMMODATIONS



12 UNIQUE TOWNS



120+ EATERIES



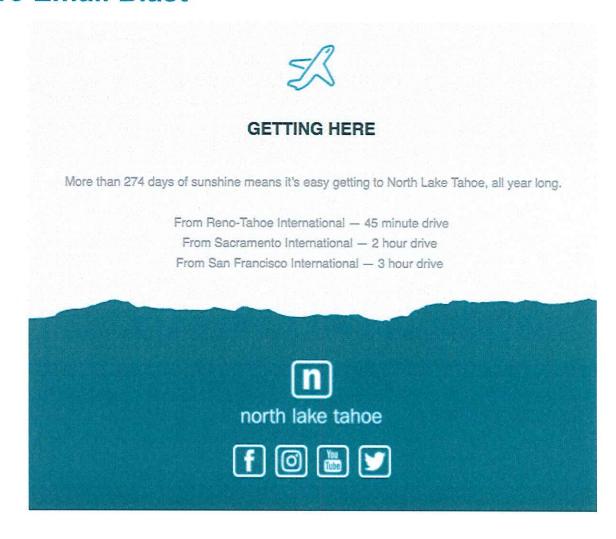
COUNTLESS EXPERIENCES



Winter Wondergrass

Music, Brews and Mountains March 30 – April 2, 2017

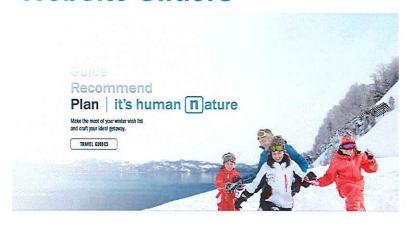




Website Sliders

- Augustine designed a variety of Human Nature website sliders to focus on the winter season in NLT.
- Sliders were created for both desktop and mobile site visitation.
- While these are live on GoTahoeNorth.com the team is making adjustments and designing additional options, which will be included in the January report.

Website Sliders







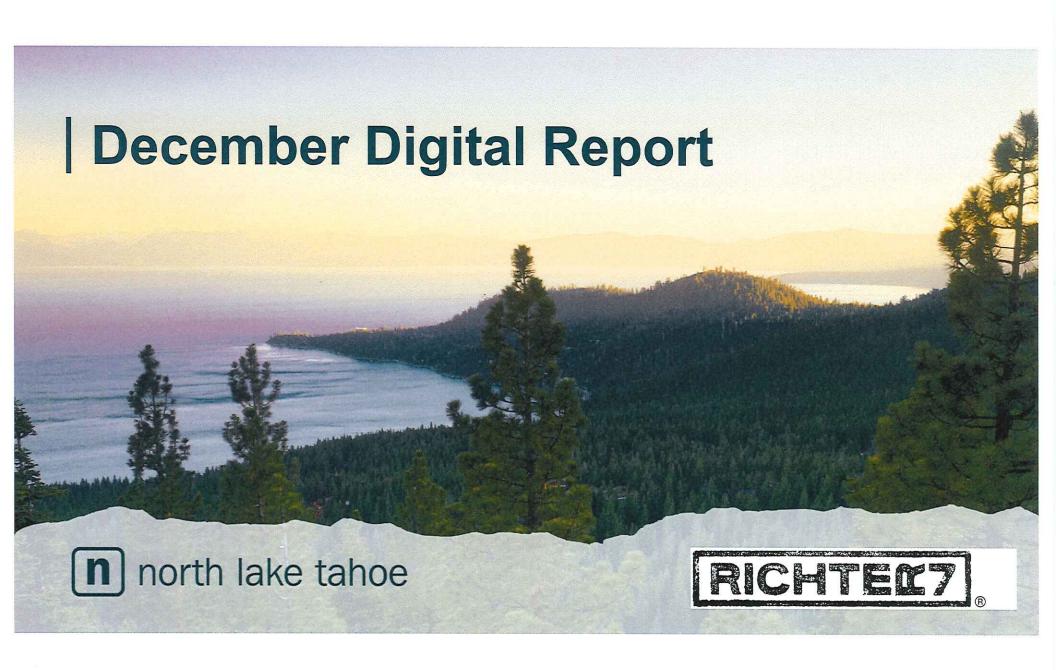


Website Sliders

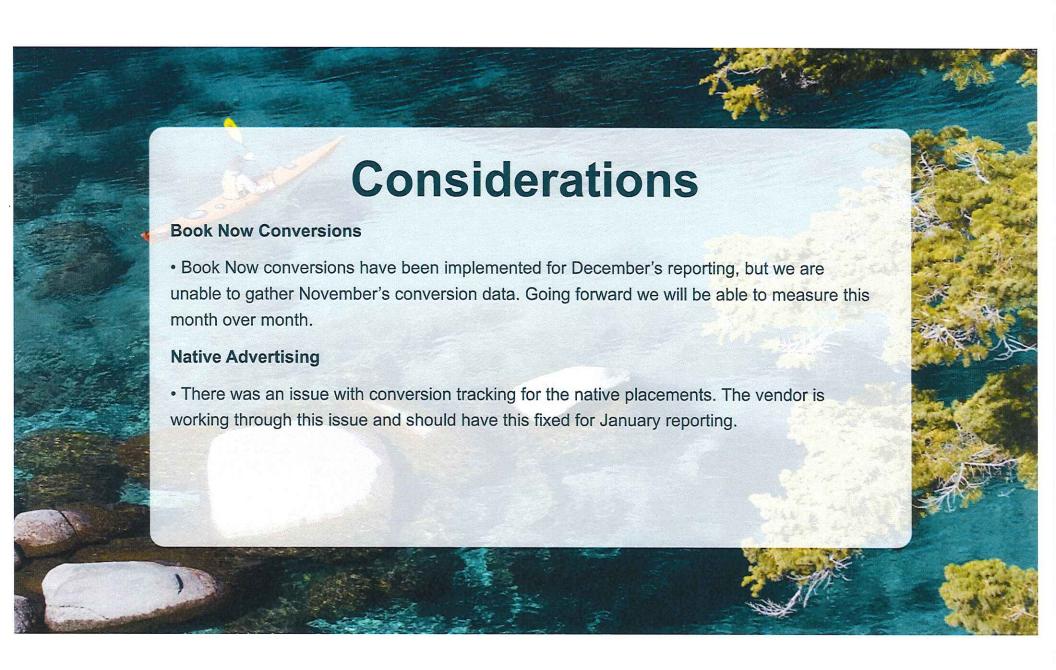








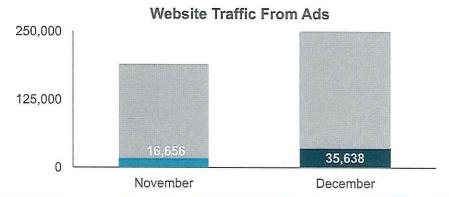






Advertising Performance

- Overall, web traffic from ads increased in December, helped by the addition of email advertising.
- Paid search featured the highest conversion rate of any medium (1.26%), followed by banner ads (0.06%).

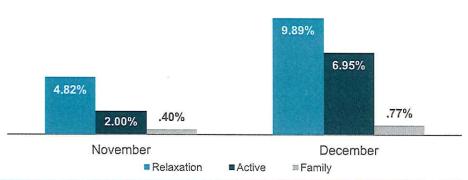


Medium	Pageviews	Sessions	Time on Site	Bounce Rate	Book Now Conversions
Banner	16,802	7,761	00:26	30.55%	10
Native	2,414	1,569	00:24	59.21%	0
Social	470	278	00:10	39.93%	0
Paid Search	2,220	832	01:06	32.33%	28
YouTube	7	4	00:03	25.00%	0
Email	13,725	3,632	02:47	13.85%	0
Total	35,638	14,076	01:05	29.72%	38

Display Performance by Creative

- Conversion rates increased across all three creative types, with Relaxation seeing the greatest change (+5 percentage points).
- Ads targeted toward older, experienced travelers boasted the highest conversion rate, with almost ten percent of users who clicked on an ad converting.

Conversion Rate Trending

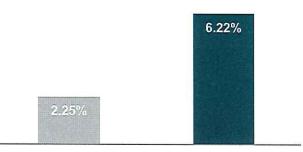


Creative	Impressions	Clicks	CTR	CPC	View-Through Conversions	Conversions	Media Cost	Conversion Rate
Relaxation	888,593	1,810	0.20%	\$2.26	178	179	\$4,090.09	9.89%
Active	3,226,571	6,529	0.20%	\$3.11	437	454	\$20,291.52	6.95%
Family	900,034	2,091	0.23%	\$1.53	15	16	\$3,190.07	0.77%
Total	5,015,198	10,430	0.21%	\$2.64	630	649	\$24,072.54	6.22%

Display Performance by Placement

- Landing page conversions increased by almost 3.5x in December, leading to a four percentage point increase in the overall conversion rate.
- Conquesting ads from TripAdvisor, particularly those with the Active creative, featured the highest conversion rate of any placement.

Conversion Rate Trending



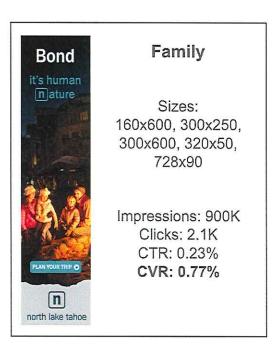
			2.2		
N	OV	an	nh	01	•
N	1)\/		1()	-1	

December

Placement	Impressions	Clicks	CTR	CPC	Conversions	Media Cost	Conversion Rate
TripAdvisor	717,621	1,399	0.19%	\$6.73	576	\$9,408.64	41.17%
Retargeting	736,749	1,392	0.19%	\$1.80	55	\$2,503.70	3.95%
Programmatic	2,850,498	7,647	0.27%	\$1.30	17	\$9,976.74	0.22%
Native	710,330	0		-	1 1	\$5,682.64	0.00%*
Total	5,015,198	10,430	0.21%	\$2.64	649	\$27,571.73	6.22%

Display Ad Examples







YouTube View Performance

- YouTube ad performance dropped slightly in December, with 1.3K less total views and a two percentage point decrease in the view rate.
- Ads targeted toward Outdoor Experience Seekers in New York continued to boast the highest view rate of any creative/region, with a view rate of 46% in December.

View Rate Trending



Target	Impressions	Clicks	Views	View Rate	Played to 25%	Played to 50%	Played to 75%	Played to 100%
Outdoor Experience Seekers	12,616	14	5,712	45.28%	70.19%	54.40%	48.73%	45.57%
Family Memories	14,267	17	5,742	40.25%	67.47%	50.03%	43.75%	40.67%
Someone Older, Something New	17,252	30	5,934	34.40%	61.97%	42.84%	37.34%	34.61%
Total	44,135	61	17,388	39.40%	66.10%	48.47%	42.67%	39.70%

YouTube Ad Examples



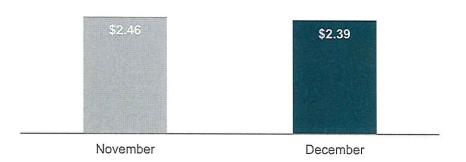
YouTube

Impressions: 44K Views: 17.4K View Rate: 39%

Paid Search Performance

- Paid search cost per click improved to \$2.39 in December, down from \$2.46 a month earlier.
- The nlt_activities ad group from the Vacation campaign and the local_activities ad group from the local campaign each resulted in five conversions, the highest among any ad group.

CPC Trending

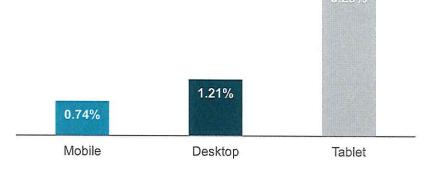


Campaign	Impressions	Clicks	CTR	Cost	CPC	Conversions
Evergreen – Local (SEM)	26,195	307	1.17%	\$458.52	\$1.49	5
Evergreen – Vacation (SEM)	394,464	1,216	0.31%	\$2,741.83	\$2.25	17
Winter (SEM)	286,533	1,013	0.35%	\$2,890.84	\$2.85	3
Total	707,156	2,536	0.36%	\$7.296.53	\$2.41	25

Paid Search Performance by Device

Conversion Rate by Device

- Overall, cost per click improved across all devices in December.
- While mobile users drove the highest number of both clicks and conversions, tablet users converted at a higher rate-per-click.

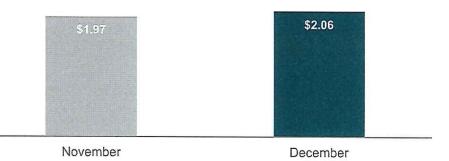


Device	Impressions	Clicks	CTR	Cost	CPC	Conversions
Mobile	276,107	1,751	0.63%	\$4,175.98	\$2.38	13
Desktop	394,825	663	0.17%	\$1,630.56	\$2.46	8
Tablet	36,224	122	0.34%	\$284.65	\$2.33	4
Total	707,156	2,536	0.36%	\$6,091.19	\$2.40	25

Social - Facebook - Ads

- Facebook ad performance dropped slightly in December, including a \$0.09 increase in CPC and 0.05% decrease in CTR.
- Ads targeted toward users in Austin saw the largest jump in CPC (from \$2.22 to \$2.69); specifically those targeted toward older travelers increased from \$2.67 to \$3.70.

Cost Per Click Trending

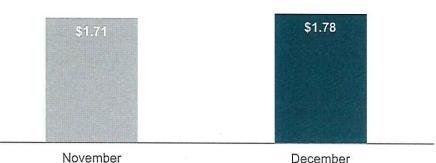


Target	Impressions	Link Clicks	CTR	Cost	CPC
Outdoor Experience Seekers	63,552	239	0.38%	\$393.80	\$1.65
Family Memories	60,963	176	0.29%	\$397.89	\$2.26
Someone Older, Something New	48,644	159	0.33%	\$392.89	\$2.47
Total	173,159	574	0.33%	\$1,184.58	\$2.06

Social – Facebook – Engagement

Cost Per Engagement Trending

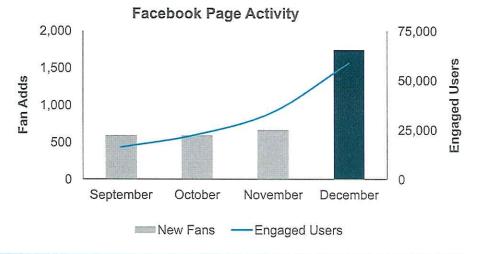
- Overall, engagement more than halved in December, leading to a \$0.07 percent increase in cost per engagement.
- Ads served to users in Los Angeles earned the highest engagement among any region, especially those targeted toward outdoor experience seekers.



Target	Link Clicks	Reactions	Comments	Shares	Total Engagement	Cost Per Engagement
Outdoor Experience Seekers	239	28	0	0	267	\$1.47
Family Memories	176	23	1	0	200	\$1.99
Someone Older, Something New	159	32	5	2	198	\$1.98
Total	574	83	6	2	665	\$1.78

Social – Facebook – Page

- North Lake Tahoe's Facebook page witnessed a surge in activity in December, including:
 - 73% increase in engaged users
 - 12% increase in pageviews
 - 1.7K new fan adds



Month	Impressions	Engaged Users	New Fans
September	1,027,855	16,181	587
October	997,715	22,611	595
November	1,692,003	33,966	673
December	1,902,066	58,744	1,745

Social – Instagram – Ads

- Opposite of Facebook, Instagram ad performance improved in December, including an almost 19% reduction in cost per click.
- Ads targeted toward families saw the largest reduction in CPC (a 26% reduction), especially those targeted toward users in Los Angeles.

CPC Trending



Target	Impressions	Link Clicks	CTR	Cost	CPC
Outdoor Experience Seekers	104,534	88	0.08%	\$535.59	\$6.09
Family Memories	70,839	56	0.08%	\$353.33	\$6.31
Someone Older, Something New	48,241	32	0.07%	\$260.63	\$8.14
Total	223,614	176	0.08%	\$1,149.5	\$6.53

Social – Instagram – Engagement

Cost Per Engagement Trending

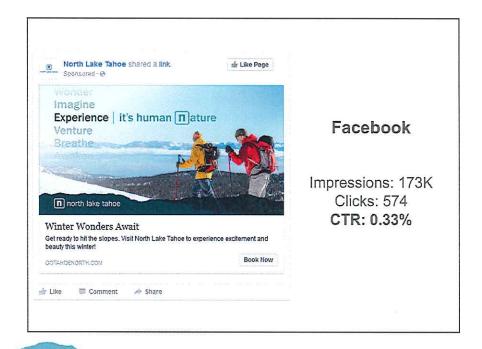
- Engagement increased across all three targets demographics, led by outdoor experience seekers, driving a \$0.59 decrease in cost per engagement.
- Users in Los Angeles continued to be the most engaged audience, comprising over half of total engagement in December.

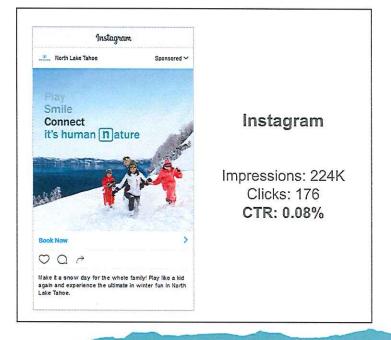


Target	Link Clicks	Likes	Comments	Shares	Total Engagement	Cost Per Engagement
Outdoor Experience Seekers	88	262	1	0	351	\$1.53
Family Memories	56	176	1	2	235	\$1.50
Someone Older, Something New	32	179	0	2	213	\$1.22
Total	176	617	2	4	799	\$1.44

December Digital Report | Leisure

Social Ad Examples



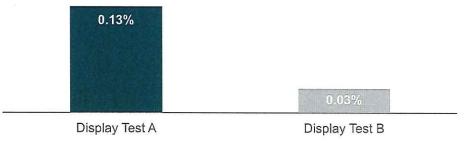


December Digital Report | Leisure

Landing Page Test (Homepage vs Lodging Page)

- Overall, users that were sent to the GoTahoeNorth.com homepage (Test A) spent more time on the website and drove a higher book now conversion rate.
- Users that were sent to the lodging page (Test B) spent less time on the site and were less likely to leave after viewing only one page.

Book Now Conversion Rate



Ad Group	Pageviews	Sessions	Time on Site	Bounce Rate	Book Now Conversions
Display Test A	7,518	3,860	00:29	36.89%	5
Display Test B	7,817	3,042	00:20	16.63%	1
Facebook Test A	209	141	00:17	63.12%	0
Facebook Test B	119	61	00:03	16.39%	0

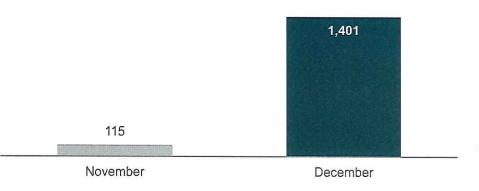
December Digital Report | Leisure



MCC Ad Performance

- GoTahoeNorth.com traffic from MCC ads increased significantly in December with the addition of email blasts.
 Email alone directed over 1K users to North Lake Tahoe's meetings page, with users spending on average over two minutes on the site.
- Pageviews from Facebook ads nearly tripled from November, while time on site decreased.

Pageviews From MCC Ads



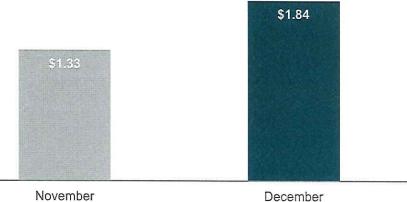
Platform	Pageviews	Sessions	Time on Site	Bounce Rate
Facebook	316	193	00:07	20.00%
Email	1,085	243	02:22	13.17%
Total	1401	436	01:22	26.38%

December Digital Report | MCC

Social - Ads

- Overall, MCC social ads were viewed approximately 160K times with roughly 0.46% of users clicking on a link within an ad, leading to an average cost per click of \$1.84.
- · Cost per click for Instagram ads increased significantly in December, rising from \$6.58 to \$8.96.

CPC Trending



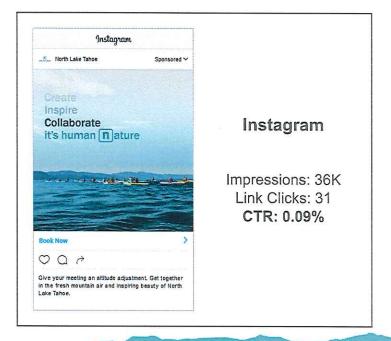
December

Platform	Impressions	Link Clicks	CTR	Cost	CPC
Facebook	123,974	713	0.58%	\$1,089.00	\$1.53
Instagram	36,095	31	0.09%	\$277.65	\$8.96
Total	160,069	744	0.46%	\$1,366.65	\$1.84

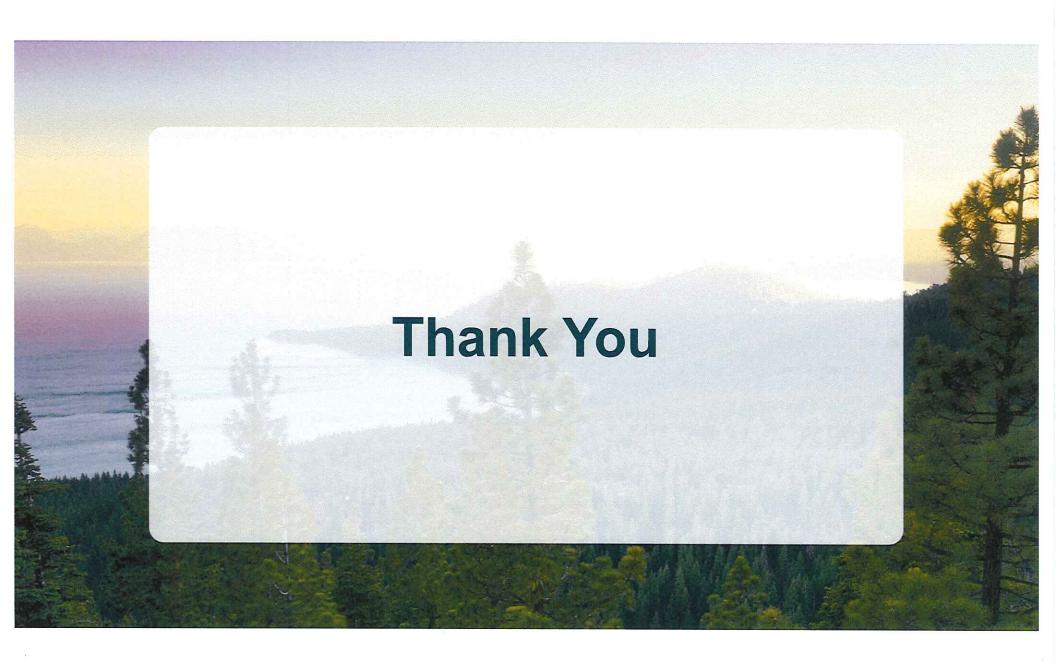
December Digital Report | MCC

MCC Social Ad Examples





December Digital Report | MCC



Event Sponsorship Contract Proposals January 2017 Marketing Committee

Audi FIS Ski World Cup

Dates: March 9 – 11, 2017

Location: Squaw Valley

Estimated Attendance: 8,000 race spectators expected each day of event

Sponsorship Amount: \$30,000 Cash, \$10,000 Branded Cowbells

Notes:

• Race will be televised live in Germany, Austria, Switzerland, Italy, Norway, Sweden & France with an expected viewership of 8 million. At a later date an additional piece will air with a lifestyle focus.

- A 90-minute program of the race will be televised during the event weekend on NBCSN and NBC Sports with an expected US viewership of 250,000.
- Event will include a free concert series each night of the weekend. Expected attendance is 10,000 people.
- All 700 GA tickets sold out online in 10 minutes.
- Have been granted prime booth location in Vendor Village. Will distribute branded cowbells.
- Only sponsor to be granted a full page ad in the official World Cup program.
- NLTRA will receive the following as part of the sponsorship:
 - o Logo and :30 spot during in-stadium live show and on associated screens in The Village at Squaw Valley
 - o 4' x 8' Banner placement at the Club and VIP sections
 - o Logo and link on all Resort owned Event landing pages and World Cup specific emails with call to action directing guests to gotahoenorth.com to book lodging.
 - o Full page ad in official World Cup Program
 - o Logo inclusion in all World Cup-specific print advertising where Resort's sponsor logos are included
 - o On-site activation in Vendor Village (10x10 booth)
 - o Gift bag item inclusion
 - o VIP Tickets
 - o Inclusion of location specific questions in post-event attendee survey

Documents Attached:

- Contract
- Sponsorship Deck

AMGEN Tour of California

Dates: May 11 – 12, 2017

Location: S/F in South Lake Tahoe, course runs through North Lake Tahoe

Estimated Attendance: 2,000 at S/F

Sponsorship Amount: \$18,900 Cash (IVCBVB is contributing \$11,100 to make a \$30,000 Co-Op Sponsorship)

Notes:

- Our agreement is with the Lake Tahoe Visitor Authority who in turn has a sponsorship agreement with AMGEN Tour of California.
- NLTRA will receive the following as part of the sponsorship:
 - o Logo, link, and regional information on Women's Race and Host City pages of official website
 - o Inclusion in dedcicated email to tour database promoting the destination, activities and events
 - o Opportunity to provide digital content for social media integration across tour platforms
 - o Inclusion in LTVA press releases and social media communications
 - o Logo inclusion in local host city flyers (2,000) and posters (100)
 - o Logo inclusion on "Thank You" banner on-site
 - o Half page ad in official tour guide

- o Four (4) on-site PA announcements
- o Participation in pre-race press conference on 5/10/17
- On-stage presenter opportunity at overall S/F
- o Opportunity to provide NLT gift to Stage 1 winners
- o Potential opportunity for four (4) Big Screen commercials to be shown at finish line
- o Two (2) on-course banners
- o On-site activation at S/F (10x10 booth)
- o VIP passes (Women's Stage 1 and Men's Stage 1)
- o Tickets to Women's Race Welcome Reception

2016 Results

Dates: May 19 – 20, 2016

Sponsorship Amount: \$27,000 (Co-Op Sponsorship Split between NLTRA and IVCBVB)

Comments:

The event start and finish were located on South Lake Tahoe so the majority of the room revenue was absorbed in that region. However North Lake Tahoe benefited from the PR coverage of the event:

- Reinforced destination as cycling mecca
- Build reputation and brand in key drive and direct flight markets
- \$700,000 earned media value
- 68 million Viewership/listeners
- Media highlights: Bay Area Reporter; Sacramento Bee; Modesto Bee; Mountain Democrat; Tahoe Daily Tribune (8 cover feature stories Oct. May); KCRA-TV Sacramento and KTVN-TV Reno several live hits day of coverage;
 CyclingTips.com includes photo of the women's stage last year when announcing the tour this year

Documents Attached:

Sponsorship Terms

No Barriers Summit

Dates: May 30 – June 4, 2017 Location: Resort at Squaw Creek

Estimated Attendance: 1,500 – 2,000 Unique Attendees

Sponsorship Amount: \$8,000 Cash, \$10,000 In-Kind (\$8,000 Marketing & PR/\$2,000 Banner Program)

Notes:

- This is a first year event in North Lake Tahoe so no historical data available.
- Interested in securing dates in North Lake Tahoe for the 2019 and 2021 Summit events.
- 2015 Summit had 860 attendees which produced 715 hotel room nights
- Post event survey found that approximately 40% of attendees add at least one (1) day to their visit pre/post event.
- NLTRA will receive the following as part of the sponsorship:
 - Logo and name inclusion in select marketing materials, event website, signage and event PA announcements
 - o On-site activation (10x10 booth)
 - o Conference passes

Documents Attached:

- Contract
- Event RFP

Tough Mudder

Dates: June 10 – 11, 2017 Location: Northstar California

Estimated Attendance:

12,000

Sponsorship Amount:

\$50,000 Cash, \$6,600 In-Kind

Notes:

- Expect similar attendance and ROI in 2017 as compared to 2016.
- Event will take place at the mountains in the early summer which is a slower time for the resorts.
- NLTRA will receive the following as part of the sponsorship:
 - o Logo inclusion and link to www.GoTahoeNorth.com on Tough Mudder Tahoe webpage
 - o Promotion of contracted NLT hotel properties on Tough Mudder Tahoe lodging webpage
 - o On-site activation in Mudder Village (10x10 booth)
 - o Inclusion in Tough Mudder social media plan:
 - Mention of NLT in a minimum of two (2) social posts leading up to the event
 - Course and event showcased on Facebook via livestream, acknowledging NLT as site location
 - 4.16 million followers
 - o Race entries

2016 Results

Dates:

June 11 - 12, 2016

Sponsorship Amount:

\$50,000

Attendance:

11,630

Out of Town Participants:

9,071

Average Night Stay:

2.8

Average Economic Impact:

\$4,790,425

ROI:

96:1

Comments:

The event was deemed a success by the producers as well as Northstar. In total, 11,000+ athletes and spectators were in attendance. 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 that there were 1,580 non-local unique event spectators and 8,304 non-local unique event participants. And 58% of attendees were first time participants so it was potentially their first visit to the region.

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.

Documents Attached:

Contract

Broken Arrow Skyrace

Dates: June 16- 17, 2017 Location: Squaw Valley

Producer:

Alpenglow Mountain Racing (Local Organization)

Estimated Attendance: Sponsorship Amount:

800 racers \$10,000 Cash

Notes:

- Event anticipates doubling attendance in 2017 vs. 2016
- All three distances (52K, 26K and Vertical K) will be sanctioned races in the US Skyrunner Series
- Event will take place at the mountains in the early summer which is a slower time for the resorts.
- Solomon has signed on with a "global" commitment meaning they will be incentivizing European runners to attend the event.
- NLTRA will receive the following as part of the sponsorship:
 - Logo and name inclusion in select marketing materials, event website, signage and event PA announcements
 - o Inclusion in a minimum of two (2) Event e-blasts/newsletters
 - On-site activation (10x10 booth)
 - o Race entries

2016 Results

Dates:

June 18 - 19, 2016

Sponsorship Amount:

\$10,000

Attendance:

425

Comments:

The race was sanctioned by the US Skyrunning Federation and was one of five tour stops throughout the US. Broken Arrow Skyrace became the second largest race in the series in its inaugural year. Media highlights included articles in Trail Runner Magazine and Ultrarunning Magazine, organic social traction and paid advertising on Ultrarunner Podcast and traditional running print avenues. The event reached over 130,000 people via a boosted Facebook campaign and had over 21,000 views of the event recap video via a post by Solomon Running.

Documents Attached:

Contract

Wanderlust

Dates:

July 20 - 23, 2017

Location:

Squaw Valley

Estimated Attendance:

7,000 unique visitors (5,000 visitors per day)

Sponsorship Amount:

\$35,000 Cash

Notes:

- Judy discussed a 3-year sponsorship, \$30,000 cash each year, 2017 2019.
- According to the 2016 Wanderlust Squaw Valley post-event survey, the average length of stay was 2.1 nights with 60.6% staying in a hotel/condo/house.
- NLTRA will receive the following as part of the sponsorship:
 - Custom NLTRA specific page on the Wanderlust Squaw Valley website featuring logo, regional information and link to www.GoTahoeNorth.com
 - o Logo inclusion in the "Partners" footer on event pages
 - o Logo in Event program (if created, still TBD)
 - o Name inclusion in all Wanderlust Squaw Valley event press releases
 - o Logo and link included in select digital advertising where space allows
 - o Opportunity to work with Wanderlust to create a custom benefit package to offer audience
 - o On-site activation in Vendor Village (10x10 booth)
 - o Event tickets

Documents Attached:

Contract

January 20, 2017

North Lake Tahoe Resort Association

Attention: Amber Burke amber@gotahoenorth.com

100 N Lake Blvd Tahoe City, CA 96145 Phone: 530-581-8702

Dear Amber:

Thank you for your support of the Audi FIS Ski World Cup competition scheduled to be hosted and organized by Squaw Valley | Alpine Meadows March 9-12, 2017, but owned, controlled and/or directed by the International Ski Federation and the US Ski and Snowboard Association (the "Event").

The summary of **North Lake Tahoe Resort Association** ("Sponsor") sponsor benefits and obligations are listed below. The purpose of this letter is to summarize your participation and payment responsibility as well as to summarize the responsibilities of **Squaw Valley | Alpine Meadows** ("Resort") to Sponsor (the "Agreement"). This letter agreement is the entire agreement and understanding of the parties with respect to this sponsorship and supersedes all previous discussions related hereto (the "Agreement").

- 1. **Term**. The "Term" of this Agreement commences on January 1, 2017 and expires on March 12, 2017, unless terminated earlier in accordance with this Agreement.
- 2. **Sponsorship Benefits**. Subject to conditions and Sponsor's performance of this Agreement, Resort grants to Sponsor the following benefits during the Term:
 - Logo and :30 spot to run during Event in-stadium live show and on associated screens in The Village at Squaw Valley including screens at the concert venue on March 10 & 11th; logo and spot to be provided to Resort by Sponsor no later than February 15, 2017
 - 4' x 8' Banner placement at the Club and VIP sections, to be provided to Resort by Sponsor no later than March 1, 2017
 - Sponsor logo and link on all Resort owned Event landing pages and World Cup specific emails with call to action directing guests to gotahoenorth.com to book lodging.
 - Sponsor to receive full page ad in World Cup Program and Sponsor Logo inclusion in all World Cup-specific print advertising where Resort's sponsor logos are included
 - One (1) 10' x 10' NLTRA Information Booth in Vendor Village
 - Gift bag item inclusion
 - Ten (10) 2-Day VIP World Cup Tickets (includes all elements of VIP level tickets) valid March 10-11, 2017
 - Inclusion of location specific questions in post-event attendee survey
- 3. Sponsorship Fee and components. Sponsor agrees to pay Resort the "Sponsorship Fee" as follows:
 - \$30,000 cash, payable as follows: \$15,000 on execution of this agreement, and \$15,000 on February 15, 2017.
 - \$10,000 in Sponsor branded cowbells to be handed out to event attendees from the Sponsor booth located in the Vendor Village.
- 4. Benefit Conditions. The sponsorship benefits are granted to Sponsor with the following conditions:
 - (a) The above named projects for Sponsor exposure and promotion hereunder are at Sponsor's sole cost and expense including, without limitation (as applicable), each project's design, installation,

- management, repair, maintenance, cleaning, seasonal updating/refreshing, deconstruction, removal and potential re-painting and re-conditioning of the project's area. Resort will manage removal of any assets and will provide back to Sponsor if requested.
- (b) The exposure assets named in section 2 above are subject to: (a) Resort's review and approval of respective design(s) (e.g. 360-degree detailed design for each project) prior to Sponsor ordering the project, approval of which will not be unreasonably withheld by Resort, and (b) Sponsor being responsible for upkeep of respective high quality, good aesthetic condition throughout the Term.
- (c) Sponsor acknowledges that the Event is owned controlled and/or directed by the International Ski Federation ("FIS") and the US Ski and Snowboard Association ("USSA"), not Resort. Sponsor further acknowledges that signage or installations at any Village at Squaw Valley area is controlled by Squaw Valley Neighbourhood Company ("SVNC"). Furthermore, Sponsor acknowledges that Alpine Meadows resort is located on United States Forest Service ("USFS") land and operated by Company's subsidiary under special use permit issued by the USFS. Squaw Valley will use commercially reasonable efforts to obtain FIS, USSA, SVNC and/or USFS approval if and when required however Resort's compliance with the wraps, display and signage terms of the Agreement may be subject to FIS's, USSA's, SVNC's and/or USFS's review and approval, as the case may be.
- (d) Sponsor specifically agrees that the full Sponsorship Fee shall be paid and is non-refundable to Sponsor notwithstanding the status of the Event even if delayed, postposed, cancelled or terminated by FIS, USSA or any other reason including, without limitation, too much snow, too little snow, high winds, road closure, other force majeure or any other cause.
- (e) Furthermore, Sponsor specifically acknowledges that from time-to-time (y) Resort may host as resort venue for events of a short duration which are sponsored by third parties that may promote goods and services similar to Sponsor's, and (z) Resort is not the only entity operating in or hosting events at Squaw Valley | Alpine Meadows, for example, entities such as Salomon, The North Face, Oakley, and Marmot have ongoing relationships with Resort. Sponsor agrees that nothing set forth in this Agreement shall be deemed to limit or restrict Resort's right to continue such relationship(s) or otherwise be involved in such third party events or the promotion by such third parties of competitive products or services; during such events, Resort will do nothing to intentionally limit Sponsor's visibility at the resort.
- 5. **Trademarks.** The parties respectively acknowledge that all trademarks, trade names, brands, colors, tag lines, logos and other identifying marks of and associated with the other party (collectively the "Marks"), are owned by and are valuable properties of the other or its affiliated entity. The form and usage of Marks by a party shall be under control and supervision of the owner of the Mark, and subject to such owner's prior approval which shall not be unreasonably withheld or delayed.
- 6. Indemnification; Insurance. (a) Each party will respectively indemnify, defend and hold harmless the other party and each of their respective officers, directors, managers, members, agents, employees, parent companies, subsidiaries and assigns, against all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with such indemnifying party's negligent acts or omissions under or in connection with this Agreement. Each party will provide prompt written notice of any such claim to the other party and will cooperate in the defense of the claim.
 - (b) Each party shall, at its respective own expense, obtain and maintain in full force and effect, with sound and reputable insurer(s) during the Term of this Agreement, commercial general liability insurance in an amount of at least \$2 million per occurrence and \$4 million in the aggregate which

Squaw Valley Event Sponsorship Agreement January 20, 2017 Page 3

respective policy and shall be primary and non-contributory to any insurance held by the other party and shall name the other party additional insured as respects its interests under this Agreement. Sponsor's policy shall, in addition, cover products/completed operations with respect to any products to be sampled on-site at Resort's facility. Each party agrees to provide to the other a certificate of insurance evidencing the policy within thirty (30) days of execution of this Agreement.

- 7. **Default**. If either party fails to perform in accordance with the terms, covenants and conditions of this Agreement or is otherwise in default of any of the terms of this Agreement, after giving 30 days' written notice to the other party of the alleged default, and upon such party failing to cure the default within such 30 day period, the non-defaulting party will have the option to terminate this Agreement and pursue any remedy available at law or in equity.
- 8. **Assignment.** Neither party may delegate or assign its respective duties under this Agreement without the prior written consent of the other party; provided that Resort may assign this Agreement without consent to its affiliates or successors.
- 9. **No Joint Venture.** Nothing in this Agreement creates or is to be construed as creating a partnership, joint venture or agency relationship between the parties and no party shall have the authority to bind the other party in any respect.
- 10. **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of the State of California. Placer County court will be the venue for any dispute.
- 11. **Notices.** Any formal notice or other communication sent by one party to the other under this Agreement must be sent via nationally-recognized overnight courier to the address respectively set forth below, and to the Attention of the authorized signatory set forth below.

Sincerely, Squaw Valley Resort, LLC	Agreed to and accepted: North Lake Tahoe Resort Association		
Ву:	Ву:		
Name:	Name: Amber Burke		
Title:	Title: Events & Communications		
1901 Chamonix Place; Box 2007	100 N Lake Tahoe Blvd		
Olympic Valley, CA 96146	Tahoe City, CA 96145		
Date:	Date:		



AUDI FIS WORLD CUP

RESORT PARTNERSHIP 2016-2017



north lake tahoe



San Francisco Chronicle Front Page Feature Printed and Digitally Distributed: Saturday June 11, 2016

San Francisco Chronicle



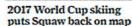
Scandals weighed Oakland chief

S.F. concerns over governor housing plan

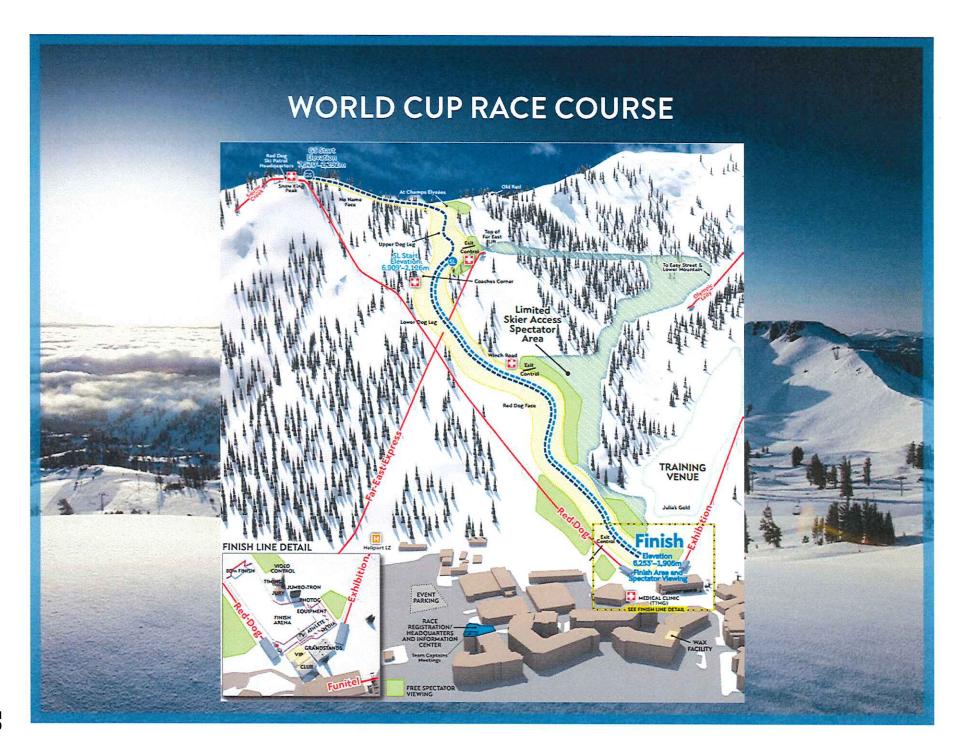
FROM THE COVER

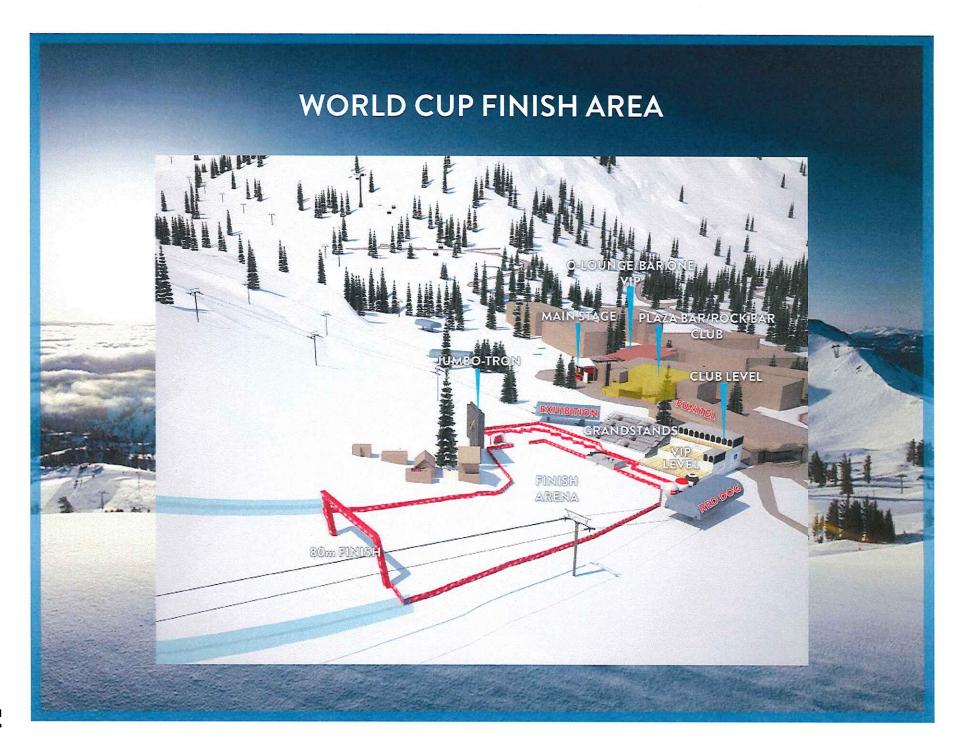
Squaw Valley to host World Cup racing

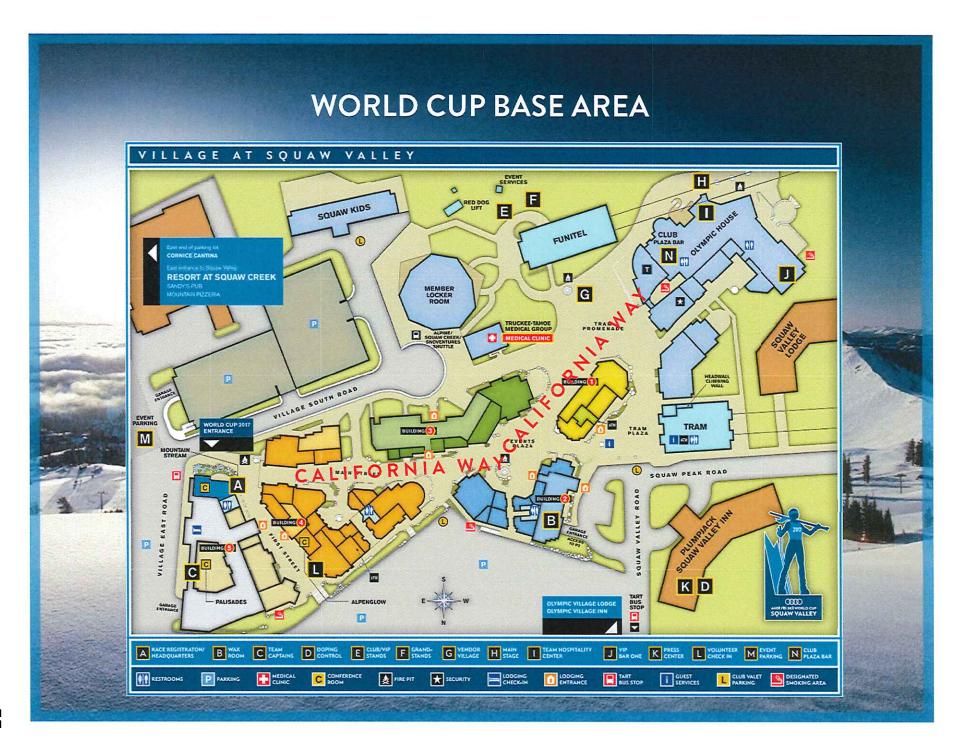














One of the largest and most diverse mountain resorts in North America with a heritage, history, amenities, and perhaps most of all, extraordinary terrain that can not be replicated.

- 6,000 acres, 42 lifts, 14 unique zones, and 270+ trails
 - 450 inches of average annual snowfall
- Two distinct ski areas soon to be connected by a gondola
- European-style pedestrian Village at Squaw Valley, with lodging, extensive shopping and dining
- Variety of activities including ice skating, snow tubing, snowmobiling, cross-country skiing, and dog sledding
 - Host of the 1960 Olympic Winter Games and world-class events such as US Alpine Championships,
 Wanderlust Festival, IRONMAN Triathlon, FIS Ski World Cup
 - Home resort to 17 Olympians and over 70 US national team members
 - Home of the legendary KT-22, one of the most iconic chairlifts in the world

AUDI FIS WORLD CUP AT SQUAW VALLEY MARCH 9-12, 2017

The FIS World Cup is the top international competition for alpine ski racing after the Winter Olympics and Squaw Valley is proud to host the only West Coast venue for 2017 Women's World Cup Slalom and Giant Slalom events. Squaw Valley is proud to have been selected as a venue for the 2017 Women's World Cup Slalom and Giant Slalom events. This event marks the return of World Cup ski racing to California for the first time in 19 years. The World Cup will bring Olympic champions like Mikaela Shiffrin and Squaw Valley's own Julia Mancuso to compete on the legendary Red Dog run, which also played host to the ladies' slalom and giant slalom events at the 1969 World Cup and 1960 Winter Olympics.

In addition to television coverage and extended reach social media, the event is expected to draw up to 10,000 spectators per day.

AUDI FIS WORLD CUP AT SQUAW VALLEY MARCH 9-12, 2017

Women's Slalom and Giant Slalom Events
Grandstand Seating
Live Music featuring Dustbowl Revival, Rusted Root, and Sister Sparrow
Vendor Village
VIP Fundraising Dinner & Auction
Professional vs. Amateur Race Event









RESORT & GUEST DEMOGRAPHICS

1 Million Annual Skier Visits

70% Ski | 30% Snowboard

57% HHI > \$100,000

36% HHI > \$250,000

Age: 25-34,25% | 35-44, 22% | 45-54, 20%

40,000 loyal season pass holders

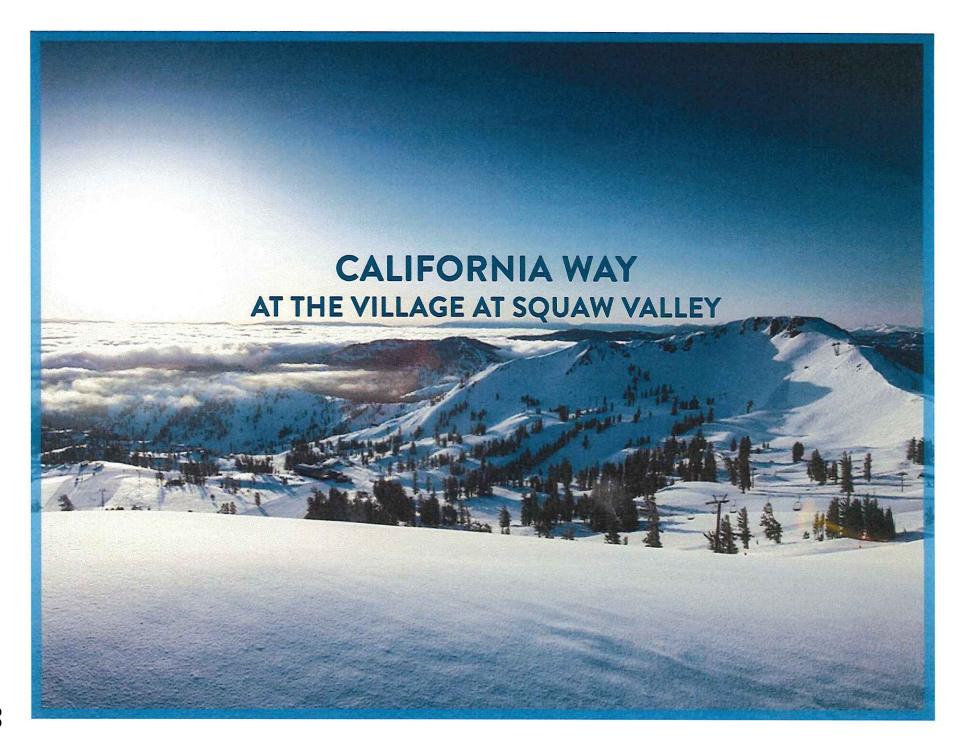
23% HHI > \$250,000

15% top 1% wealthiest households in the U.S.

66% from San Francisco DMA (SF, Oakland, San Jose areas)

Ski/ride 10+ days per season

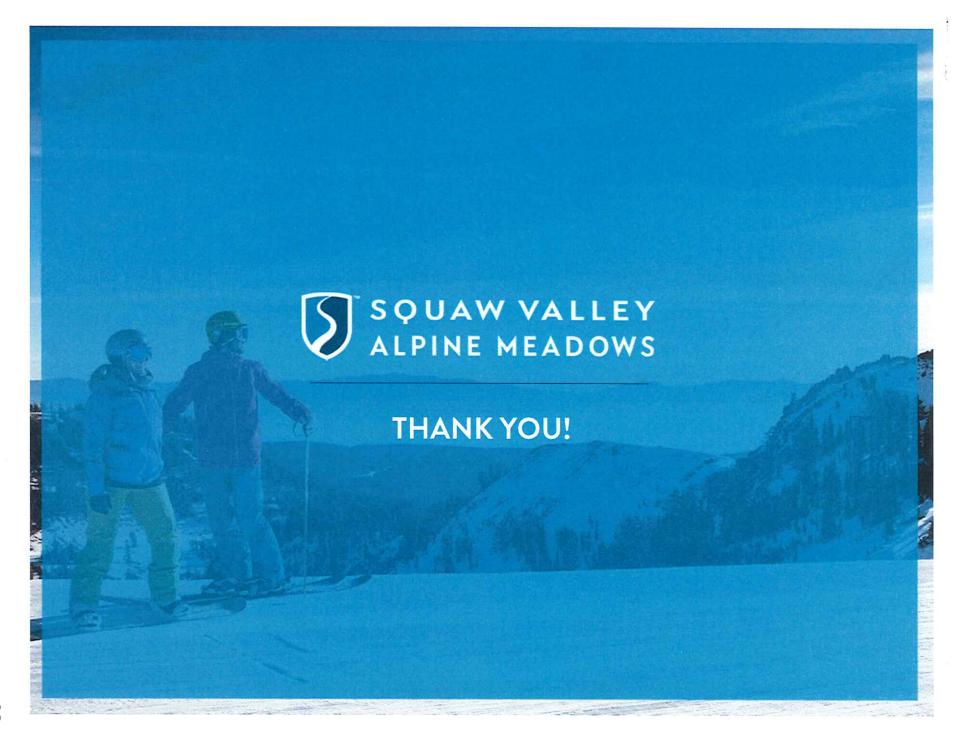




NLTRA ACTIVATION OPPORTUNITIES

- NLTRA Information Booth in the Vendor Village (aka. California Way) in area closest to race venue.
- :30 spot to run on Jumbotron during live show.
- Logo rotation on Jumbotron, and on official World Cup website.
- Persistent email footer for World Cup communication.
- Full page ad in Official World Cup Program (to be confirmed). Will be distributed onsite and regionally.
- (10) VIP Tickets to the race event.
- Exclusive cowbell branding.
- World Cup Tahoe City banner logo inclusion.
- Gift bag item inclusion.
- Inclusion on our World Cup lodging landing page (already implemented).







North Lake Tahoe Marketing Cooperative AMGEN Tour of California 2017 Women's Overall Start Race Benefits

The Lake Tahoe Visitors Authority will make the following available to North Lake Tahoe Marketing Cooperative:

Digital

- Partner logo, tourism information and ancillary events on dedicated Women's Race and Host City pages on Tour website.
- · Logo and link on Host City LOC site.
- Inclusion in dedicated email sent out to Tour database promoting the destination, activities and events.
- Inclusion in Local Events Schedule.
- Opportunity to provide digital content for social media integration across Tour platforms.
- Note: LTVA has the opportunity to provide an iconic city image to be placed on Tour homepage for a one-week period. The selected image will be of Emerald Bay to represent our lake-wide partnership.

Marketing

- Inclusion in LTVA press releases (North Lake Tahoe to approve relevant copy).
- Inclusion in LTVA social media communications.
- Logo placement on 2,000 official Local Host City Flyers.
- Logo placement on 100 official Local Host City Posters.
- An electronic vector file that can be customized with local information and local partners.
- Logo placement on official City "Thank you to Local Partners Banner" to be placed on race day.
- · Half page ad in Official Tour Guide.
- North Lake Tahoe listing in local partner "Thank You's" listed in the Official Tour Guide.
- Four (4) Unique Public Address Announcements made by on-site hosts from the Announcer Stage in Lake Tahoe.
- Participation in the pre-race press conference on May 10, 2017.
- On-stage presenter opportunity at overall start/finish.
- Opportunity to provide North Lake Tahoe gift to stage one winner athletes.

TahoeSouth.com

Nevada Office | PO Box 5878 | 169 Hwy 50 | Stateline, NV 89449 | (775) 588-5900 California Office | 3066 Lake Tahoe Blvd | South Lake Tahoe, CA 96150 | (530) 544-5050



- Amgen Tour of California Gallery Host Cities will be provided access to the LOC Gallery
 which contains marketing resources & templates such as: layered key art, race images,
 Tour letterhead, web banners, ad mattes, radio/TV spots, posters & flyer templates,
 signage templates, etc.
- Four (4) Unique Big Screen commercial units to be shown on big-screens at finish line (if opportunity exists in 2017).
- 2 on-course banners, location determined by Tour
- North Lake Tahoe booth at event festival in South Lake Tahoe at the Start and Finish of the race on Thursday, May 11 and Friday, May 12, 2017.

Hospitality

- Four (4) VIP Hospitality passes to Women's Race start and finish in South Lake Tahoe on Thursday and Friday, May 11 & 12, 2017.
- Four (4) tickets to Women's Race Welcome Reception.
- Two (2) VIP Hospitality passes to Men's Stage 1 start on Sunday May 14, 2017 or any other stage to be mutually agreed upon.

Partnership - \$30,000



2017 No Barriers Summit EVENT SPONSORSHIP AGREEMENT

This EVENT SPONSORSHIP AGREEMENT (this "Agreement") is made and entered into between No Barriers USA, and the North Lake Tahoe Resort Association, a California nonprofit corporation ("Sponsor").

1. <u>Event</u>. No Barriers USA is the organizer, owner and operator of "2017 No Barriers Summit" which will take place on May 30-June 4, 2017 at The Resort at Squaw Creek in Olympic Valley, Placer County, California at times determined by No Barriers USA during the term of this Agreement (the "Event"). Sponsor desires to obtain, and No Barriers USA desires to grant, sponsorship rights to the Event, as set forth in this Agreement.

Obligations of No Barriers USA to Sponsor:

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

- a) Sponsor shall be granted the ability to create unique onsite activations.
- b) Sponsor's name and logo shall be included on select digital, print and grassroots media.
- c) Sponsor's name and logo shall be included on the No Barriers Summit website home page and sponsor page listed as a host partner.
- d) Sponsor's name and logo shall be included on appropriate general event signage used to promote the Event.
- e) Sponsor shall be included in daily PA announcements during the Event.
- f) Sponsor is granted ability to use the official No Barriers Summit trademarks and logos in promotions, marketing material, website and the like.
- g) Sponsor shall receive 10 free full conference passes (can be divided among staff and used for giveaways); this includes conference, most meals, exhibits, speakers, and transportation (does not include lodging and activities).
- h) Sponsor shall receive 10X10 booth or information area that the sponsor will staff at the host site in Innovation Village or site to be specified.
- i) Branding of the No Barriers Summit with NLT on the website it shall read "Resort at Squaw Creek, North Lake Tahoe".

3. Obligations of Sponsor to No Barriers USA:

- a) Sponsor shall provide an \$8,000 cash sponsorship to the Event. 50% is due at the signing of this agreement and 50% is due June 1, 2017.
- b) Sponsor shall provide to the Event, \$10,000 of in-kind support through digital and PR channels including social messaging on Facebook, Twitter and Instagram, and inclusion in at least two (2) digital newsletters to Sponsors database of 55,000+ consumers, where appropriate. Sponsors public relations agency will also assist in writing a master press release (if requested) with distribution to a targeted list of journalists and media outlets. A more specific scope of work is outlined in Exhibit A.
- c) For any and all joint marketing efforts to promote attendance and volunteers for the conference, both organizations will work together on marketing and promotional materials and have join approvals.
- d) List No Barriers Summit on the event pages on all NLTRA associated webpages

- 4. <u>Use of Intellectual Property</u>. Sponsor hereby acknowledges and agrees that (i) all right, title and interest in the name, logos, trademarks, copyrights and other intellectual property rights of No Barriers USA, including, without limitation, the Event Marks; the Event; and all accounts, descriptions, pictures, videos, audio, reproductions, recordings, memorializations or other information concerning or in connection with the Event, belongs exclusively to No Barriers USA, (ii) Sponsor may use No Barriers USA 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 No Barriers USA 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 No Barriers USA Properties, (iv) all uses of No Barriers USA Properties by Sponsor, and all goodwill therefrom, inure to the benefit of No Barriers USA, (v) any permitted use of No Barriers USA T Properties may be used only to indicate a sponsor relationship with the Event and will use ownership marks (such as [®] or TM) and designations (such as "An Official Sponsor") as directed by No Barriers USA, and (vi) Event Marks must be used in a complete format, and no abbreviated uses are permitted.
- 5. <u>Relationship of the Parties.</u> The relationship of Sponsor and No Barriers USA 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 No Barriers USA 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.
- 6. <u>Attorney Fees</u>. 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.
- 7. <u>Counterparts; Scan/Facsimile</u>. 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	NO BARRIERS USA
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A

In-Kind Sponsorship Scope of Work

- Dedicated E-blast to consumer database
 - o Includes design, digital coding, research and content development, approvals, editing and management
 - o Estimated reach: 33,000+
- Inclusion in two (2) consumer newsletters March 2017 & May 2017
 - o Includes design, digital coding, research and content development, approvals, editing and management
 - o Estimated reach per newsletter: 33,000+
- Inclusion in NLTRA blog
 - o Includes research, content development, editing, posting, management and sharing
 - o Estimated views per post: 575
- Dedicated E-blast to chamber members
 - o Includes design and content development
 - o Estimated reach: 2,500+
- Minimum of one (1) social post on the following channels leading up to the event
 - o Facebook post with \$15 boosting budget
 - Estimated reach: 8,000 to 12,000
 - o Twitter post
 - Estimated reach: 4,000 to 6,000
 - o Instagram post
 - Estimated reach: 20,000
- Creation (if requested) and distribution of press release
- · Connect No Barriers with local non-profits and related organizations

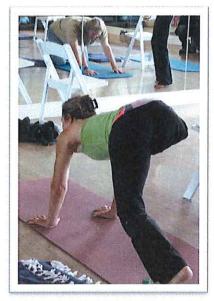
Printed Collateral Scope of Work

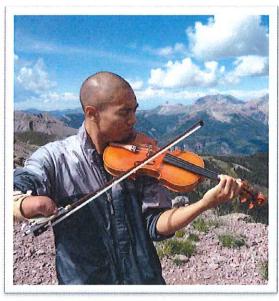
- Print ten (10) No Barriers Summit banners
- Display banners in Tahoe City from 5/16/17 to 6/5/17
- Distribution of No Barriers rack cards in local and regional visitor centers (Tahoe City, Incline Village, Auburn)

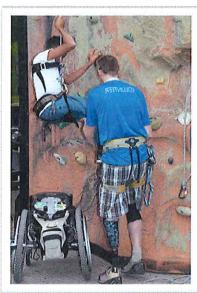


2017 No Barriers Summit Request for Proposal











RFP Overview

Thank you for your interest in hosting the 2017 No Barriers Summit – an event unlike any other in the world. The Summit provides positive economic impact for Host Partners and life-changing experiences for participants, organizers, staff, sponsors, and volunteers. In return, we look for partners with convenient, flexible, and accessible facilities; ability to grow with this event overtime, and a positive, team-playing attitude. On the pages that follow, we've outlined criteria, requirements, and formatting information for the RFP response.

Overview

The mission of No Barriers is to unleash the potential of the human spirit. We believe this is possible through transformative experiences, like the Summit, that empower people to embrace a No Barriers lifestyle and discover the potential that lies within themselves and the world.

The first Summit was first held in 2005 and has been growing in size every year. The 2017 No Barriers Summit expects to bring in 1500-2000 participants from all around the world to:

- Participate in expert-led outdoor adventure, arts, and educational sessions accessible to all ability levels
- · Learn about cutting-edge research, technologies, and innovations that are changing the world
- Enjoy world-class arts and entertainment
- · Foster and grow a community of adventurers and innovators living a No Barriers Life
- To discover "what's within you is stronger then what's in your way"

Format

The Summit is a four-day event organized into four main components:

- Inspiring General Sessions & Community Events including: Opening & Closing Ceremonies, film festival, block party, concert
- Adventure & Arts Activities Half or full day, accessible activity sessions selected by participants
- Innovation Village Exhibit hall featuring innovations, adaptive equipment & latest technology
- No Barriers University Scientific and academic presentations

Attendees

The majority of past Summit attendees have come from two main groups.

1 – Individuals with significant life challenges (and their families) including:

Wounded Veterans, Amputees and Limb Differences, Traumatic Brain and Spinal Cord Injuries, Multiple Sclerosis, Sensory Impairments, Cerebral Palsy, Blind & Visual Impairments, Deaf & Hearing Impairments, Developmental Delays, Behavioral Disabilities, Learning Disabilities, Cancer survivors, and those who have faced other significant life challenges

2 - Professionals including:

Scientists, Researchers, Inventors, Professional Athletes, Professionals in the Adaptive Services Industry, Physical Therapists, Occupational Therapists, Speech Therapists, Equipment Manufacturers, Social Service Professionals, Artists and Entertainers, large corporations focused on diversity and inclusion

Impact of the Summit

The Summit impacts the local economy significantly through the event itself as well as through the individuals attending and spending time in your region. We estimate the next Summit will generate an economic impact of approximately \$750,000 – one million dollars to the local area. Participants in the 2015 No Barriers Summit (last on record, with 860 attendees) bought more than 715 hotel room nights and 8,000 meals during their stays. Our research shows that approximately 40% of attendees add at least one day to their vacation beyond the dates of the actual Summit, and many stay for much longer.

No Barriers Summit provides partnering organizations and locations visibility and positive associations to our broad network of more than 30,000 individuals who will receive several points of contact promoting this event. The 1,500+ attendees who have a life-changing experience often become positive advocates for the location and organizations involved to their personal and professional networks. In addition, the event is heavily covered by the media. In 2015, as of 30 days after the event, we had received 28 million media impressions, with two national magazine articles with a combined readership of 66 million.

Past Host Sites

2005 - Cortina, Italy

2007 - Squaw Valley, California

2009 - Miami, Florida

2011 - Winter Park, Colorado

2013 - Telluride, Colorado

2015 - Park City, Utah

Schedule for Selection

January 31, 2016 - Deadline for delivery of this RFP

February 2016 – Further interviewing of top three candidates, including site visits where necessary. **April 2016** Final site selection, based on proposal, site visit, and interview, and subject to successful negotiation.







"One of the reasons I have chosen this field – developing advanced assistive technologies – is because the change, the difference it can make in the quality of life of a person with high-level disability, is phenomenal. At No Barriers, they have designed an event that is tuned and geared to individuals with high-level disability and their family members, in such a beautiful area in nature – there is nothing like this out there."

- Maysam Ghovanloo, Ph.D., Director of Georgia Tech-Bionics Lab

Proposal Requirements



General Information

Name of the meeting	2017 No Barriers Summit
Destination (s)	A location with natural and scenic beauty and recreation opportunities
Number of participants	1500 Attendees
Arrival and Departure pattern	Thursday – Sunday pattern (flexible with some weekend crossover) Mid June to 1 st week in August, 2017
Alternate dates/pattern for program	Open to different pattern, but does need some weekend crossover
Decision Date and Date for Contract Signing	April 15, 2016 / May 30, 2016
Signatory of Contract	Sara Kaner, Summit Director

Sleeping Room Requirements

Day of the Week	Single or Double	Suites
Wednesday	70	5
Thursday	195	5
Friday	195	5
Saturday	195	5
Sunday	40	5
TOTAL	695	25

Information requested from each property

Proposed room rates for each room type, Description of Accommodations, Taxes and Resort Fees, Comp Policy, Value Added Services, Property Specific Amenities

Lodging and Catering Requirements

- Guests, presenters, staff, and volunteers need quality fully accessible lodging options in a range of prices.
- Accommodations should be within 5 10 minutes of the Site; Ideally, most should be within
 walking distance. Total lodging consisting of hotels, motels, and campgrounds must have capacity to
 accommodate 1,000 people in 600 separate rooms
- The most successful Summits have been at locations where the lodging and all the activity spaces are within walking distance.
- Hosting location should also have easy access to multiple catering options as well as an array of food vendors for participants to access during down times.
- Sleeping Room Rate Budget: \$90-\$220 (variety of room types) most rooms between \$120-\$150
- Type of Accommodations: Mix of singles, doubles and suites

Setting Requirements

Site: Location is inviting, has an inspirational natural environment, and is welcoming; clean, with maintained and attractive streets, pedestrian ways, and grounds that create a special place for clinics and educational components; offers a range of nearby restaurants and amenities; and provides spaces for everything from impromptu gatherings to large banquets and film fests.

Local Area: Site and surrounding area can easily accommodate the traffic and parking challenges of the Summit.

Accessibility: Site and all satellite venues need to be 100% ADA compliant.

Site-wide connectivity: Wi-Fi and cell service with strong signal must be available throughout.

Production History

Host Partner / Site / Local Community has a proven record of producing similar events (multiple-venue, multiple-day, multiple-activity events for 1000-1500 people per day) to the highest professional and technical standards. Host Partner also has a proven history of acting as Single Point of Contact with local officials and code officials concerning all permitting issues related to large-scale performance events and adequate resources and personnel to maintain site and to meet conditions specified below.

General Spaces:

Both a large space (e.g., for technical symposia and film festival) and a variety of small to medium-sized spaces (break-out sessions, networking, and round-tables), and a large space to support 150 exhibitors will be needed. The event requires both outdoor (protected and unprotected) and indoor spaces, all equipped with professional lighting and sound system, comfortable seating, and flexible enough to feel intimate for audiences of 50 to 1500.

Some specific facilities needed:

Meeting room for 1000-1500 used for entertainment, presentations and meals

Indoor or outdoor space to accommodate exhibitors at least 80x120

Space for guests to network and rest

Location to screen films (preferably outdoors) for 500 – 750 people

Audio-Visual capabilities, equipment, and onsite technician

Access to a variety of outdoor activities

Onsite and Satellite Activity Spaces:

• Site has several (up to 40) additional spaces to accommodate from 10 to 100 people and within easy walking distance (or via mass transportation) from each other and the main Summit area. Ideally, transportation times are limited to 30 minutes. If some or all of these on-site clinics and satellite spaces are not permanent structures, and supplemental temporary structures are required, please show that there are adequate grounds for and a demonstrated ability to install such temporary structures in full compliance with local fire, safety, and building codes. If satellite spaces are not within easy walking distance, please share your ideas for transportation.

For a list of 2015 activities as an example, visit http://www.nobarrierssummit.org/activities

Date	Time	Meeting Function	Number of Attendees	Room Setup	Specific Needs
Day 1	8AM - 6 PM	Check-in	1500	Space for multiple tables for check in	
Day 1	6-7 PM	Welcome Reception	1500	Reception style gathering with heavy hors devours, cash bar	F&B
Day 1	7-9 PM	Opening Ceremony	1500	Sleek, high quality presentation with performers, keynote speaker, etc.	A/V
Day 2,3,4	6-8 AM,	Breakfast/Lunch	750-1500		F&B

	12-1 PM				
Day 2,3	9-12 AM/1-4 PM	Activities	200 + 6-800	6-10 smaller meeting rooms setup classrom style + outdoor activity spaces	A/V
Day 2,3	4-6 PM	Symposium	800	Theater-style presentations (could be same space as OC)	A/V
Day 2	8-10 PM	Community Event	1000-1500	Concert/Block Party/Film Fest	A/V
Day 3	7-9 PM	Closing Ceremony	800-1200	Same as opening Ceremony / Could be same space	A/V
Day 4	9-2 PM	Activities	100 + 3-500	Same as Activities Above	A/V

Requested Program Concessions

Staff Room Rate	
Comped Meeting Space	
Discount on Food and Beverage	
Discount on A/V	
Comp Room Ratio	
Tourism Center/Chamber of Commerce Cash Sponsorship of program	
Planning visit room comps	

CONTACT for QUESTIONS:

Sara Kaner, Summit Director, No Barriers USA 224 Canyon Ave., Suite 207 | Fort Collins, CO 80521 970-484-3633 ext 320 | sara.kaner@nobarriersusa.org

FORMAT

Proposal should be a <u>maximum of 12 pages</u> not including cover sheet or supplemental materials; please format your document using 12 pt. sans serif font with 1-inch margins. E-mail your proposal as a PDF attachment, and mail one single-sided, unbound hard copy, along with all supplemental materials.

REQUIRED CONTENTS

COVER SHEET

Include the name and contact information for the submitting organization, as well as that of the individual who will serve as a single point of contact.

RESPONSES: QUALIFICATIONS, IDEAS, and ASSETS

Using the Site Criteria that follows as a guide, tell us how your organization will meet or exceed our needs as a Site Host Partner. Please address all of these considerations:

- 1. <u>Introduction and History</u>: Please introduce us to your organization including history, capabilities, staff, and mission (as applicable).
- 2. <u>Site and Facilities</u>: Include a description of your physical site and its available facilities and amenities including food service (onsite or temporary, plus catering) and nearby lodging (affiliated and not).
- 3. <u>Similar Experience</u>: The Summit will bring about 1500 participants to your site for four days, to participate in multiple, simultaneous activities. Please tell us about your organization's past experience producing / hosting a similar event. Include information on as many as 3 comparable events, including references (name, title, phone, e-mail address).
- **4.** <u>Unique Site Assets:</u> Include a description of how local assets including geography might enhance the Summit beyond meeting the Site Criteria. In other words, what does your location offer that will make our event even better than previous Summits?
- **5.** <u>Volunteers:</u> We cannot produce a great Summit without great volunteers. We have a core group that comes to every Summit, but we rely heavily on local volunteers. Tell us how your organization will help us recruit and engage quality volunteers at your location.
- 6. Community Connections and Partnering: Tell us how you believe the local government, non-profit community, tourism board, chamber of commerce, and other local resources will support and get involved with the Summit. Which local organizations have a focus or clientele similar to No Barriers, and how might they partner with us on the Summit? Which local resources would you identify as key partners for our event, and what is your organization's relationship to them?
- 7. <u>Media and Sponsorship</u>: What kind of connections do you have to local media? What ideas and connections can you offer to potential local sponsors that would make the Summit a success at your location?

COST PROPOSAL

- 1. <u>Cost Overview:</u> Include sample costs for hosting the No Barriers Summit, based on 1500 participant. Please provide anticipated averages for each of the following areas: Lodging/night, catered breakfast/lunch/dinner, sack lunch options, general space rental, A/V rates, shuttle rates to nearest major airport, potential activities available in your area, etc.
- 2. Sponsorship Proposal: What type of monetary and in-kind sponsorship can you offer the No Barriers Summit? (A \$10,000 minimum cash commitment is expected.) Successful Host nonprofit Partners and Resort/Site Hosts in past years have included sponsorships of \$60,000 or more in cash & in-kind gifts including staff volunteer hours, administrative resources, free lodging and site fees, discounts on lodging, catering, rentals, etc. Please detail exactly what cash & in kind sponsorship you can offer, including how you would help us secure a title sponsor. (Full sponsorship package information is available on request.)

SUPPLEMENTAL MATERIALS

Please include the following attachments to help us evaluate your Site Host Partner bid.

- Sample catering menu / food service menu with pricing
- Site map(s) highlighting Summit-relevant facilities or areas

- List of nearby accommodations and sample pricing, including possible discounts
- · Printed promotional materials including brochures, flyers, or publications about your site

SITE CRITERIA:

Knowing that no single location can meet every aspect of an ideal, prospective Host Partners and their site locations will be compared in terms of the Site Criteria listed in the Program Requirements. Please read these guidelines and use them in putting together your proposal.



More About No Barriers

No Barriers was founded in 2003 as a 501c3 nonprofit. Our mission is to unleash the potential of the human spirit. Through transformative experiences, tools and inspiration, we help people embark on a quest to contribute their absolute best to the world. In the process, we foster a community of curious, brave and collaborative explorers who are determined to live the No Barriers Life. Learn more at www.nobarriersusa.org.

In addition to the **No Barriers Summit**, the organization is currently enacting our mission through a number of events and programs. Our two other major programs are:



No Barriers Warriors (NBW) empowers veterans to overcome barriers and reclaim lives. In this program, mountains serve as both metaphor and training ground for wounded soldiers as they stretch goals, build world-class teams, innovate through adversity, and step up to lead and serve others. Integrated with the rehab process, S2S helps soldiers restructure how they approach their past and future.



No Barriers Youth (NBY) is dedicated to creating moments that challenge students' perspectives of the world and inspire them to make it a better place. Students and educators of all abilities and backgrounds are invited to embark with NBY on authentic, immersive travel experiences. The unique NBYeducational model equips students to explore science and culture for a deeper understanding of the world, to discover their personal interests and to tackle community issues with passion and wisdom.

"We're not looking for a handout – we want opportunity; people with disabilities can give to the community and not be takers. With 20% of the population disabled, it's big buying power. So, Corporate America, get on board with No Barriers, because together we can do a good community service, but we can also be good for business."

- Harry R. Horgan, Paraplegic, Co-Founder and CEO, Shake-A-Leg Miami, 2009 Summit Host Partner

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

December 7, 2016

John Thompson 100 North Lake Boulevard, 2nd Floor Tahoe City, CA 96145

RE: Tough Mudder Community Support Agreement

Dear Mr. Thompson:

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 10-11, 2017 (the "Event"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Support Fee</u>. Supporter shall pay Tough Mudder a support fee of Fifty Thousand Dollars (the "Support Fee") no later than sixty (60) days after the Event, less the Deposit outlined below.
 - a. <u>Deposit.</u> Supporter shall pay Tough Mudder a Deposit of Twenty-Five Thousand Dollars within thirty (30) days prior to the Event.
- 2. <u>Marketing.</u> 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.
- f. Tough Mudder shall mention North Lake Tahoe in a minimum of two social posts leading up to the event.
- g. Tough Mudder shall provide Supporter with ten (10) complementary entries to the Tahoe race to be used for contest giveaways and/or NLTRA staff/representatives.

Supporter Obligations:

h. Supporter shall feature and promoted the Event on gotahoenorth.com.

- Supporter shall produce a press release noting the Event's return to North Lake Tahoe, CA in 2017.
- j. 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. <u>Permitting</u>. 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. <u>Municipal Services</u>. 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. <u>Volunteers</u>. 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. <u>Economic Impact Assessment</u>. 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. <u>Accommodations</u>. 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 December 31, 2017.

Title:

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:	

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 September 30, 2016 (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 does not currently, nor will it ever, organize and/or market obstacle course mud challenges or similar events. 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 organizing, conducting and/or marketing obstacle course mud run events or similar events during the Term and for a period of ninety (90) 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 party 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.





2017 Broken Arrow Skyrace EVENT SPONSORSHIP AGREEMENT

This EVENT SPONSORSHIP AGREEMENT (this "Agreement") is made and entered into between Alpenglow Mountain Racing LLC, and the North Lake Tahoe Resort Association, a California nonprofit corporation ("Sponsor").

- 1. <u>Event</u>. Alpenglow Mountain Racing LLC is the organizer, owner and operator of "2017 Broken Arrow Skyrace" which will take place on June 16 17, 2017 at Squaw Valley, Placer County, California (the "Event"). Sponsor desires to obtain, and Alpenglow Mountain Racing LLC desires to grant, sponsorship rights to the Event, as set forth in this Agreement.
- 2. <u>Obligations of Event to Sponsor</u>: Sponsor will be incorporated into the Event marketing and will receive the following benefits:
 - a) Sponsor shall be granted the ability to create unique onsite activations.
 - b) Sponsor's name and logo shall be included on digital, print and grassroots media where applicable.
 - c) Sponsor's name and logo shall be included on the 2017 Broken Arrow Skyrace website home page and sponsor page, listed as a partner, with a link to www.GoTahoeNorth.com.
 - d) Sponsor's name and logo shall be included on appropriate general event signage used to promote the Event.
 - e) Sponsor shall be included in daily PA announcements during the Event.
 - f) Sponsor is granted ability to use the official Broken Arrow Skyrace trademarks and logos in promotions, marketing material, website and the like.
 - g) Sponsor shall receive three (3) complementary race entries (valid for the 26k or VK races) which can be used for giveaways and/or staff.
 - h) Sponsor shall receive 10X10 booth space that Sponsor will staff at the Event base area.
 - i) Event will include North Lake Tahoe specific questions in a post-event survey. Questions will be agreed upon prior to survey being sent.
 - j) Sponsor information will be included in a minimum of two (2) Event E-blasts/newsletters.

3. Obligations of Sponsor to Event:

- a) Sponsor shall provide a \$10,000 cash sponsorship to the Event.
- b) For any and all joint marketing efforts to promote the Event, both organizations will work together on the materials and will have joint approvals.
- c) List 2017 Broken Arrow Skyrace on the event calendar on the NLTRA website (www.GoTahoeNorth.com).
- d) Alpenglow Mountain Racing LLC will provide Sponsor an acceptable Certificate of Insurance naming Sponsor as an additional insured (\$1,000,000 per occurrence, \$2,000,000 general aggregate).
- 4. <u>Use of Intellectual Property</u>. Sponsor hereby acknowledges and agrees that (i) all right, title and interest in the name, logos, trademarks, copyrights and other intellectual property rights of Alpenglow Mountain Racing LLC, including, without limitation, the Event Marks; the Event; and all accounts, descriptions, pictures, videos, audio, reproductions, recordings, memorializations or other information concerning or in connection with the Event, belongs exclusively to Alpenglow Mountain Racing LLC, (ii) Sponsor may use Alpenglow Mountain Racing LLC 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 Alpenglow Mountain Racing LLC 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 Alpenglow Mountain Racing LLC Properties, (iv) all uses of Alpenglow Mountain Racing LLC, (v) any permitted use of Alpenglow Mountain Racing LLC 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 Alpenglow Mountain Racing LLC, and (vi) Event Marks must be used in a complete format, and no abbreviated uses are permitted.

- 5. <u>Relationship of the Parties</u>. The relationship of Sponsor and Alpenglow Mountain Racing LLC 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 Alpenglow Mountain Racing LLC 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.
- 6. <u>Attorney Fees</u>. 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.
- 7. <u>Counterparts; Scan/Facsimile</u>. 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	ALPENGLOW MOUNTAIN RACING LLC
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

WANDERLUST

SPONSORSHIP AGREEMENT

This sponsorship agreement (the "Agreement") is entered into as of the date listed on the signature page (the "Effective Date") by and between WANDERLUST FESTIVAL, LLC, 26 Dobbin St., 3rd Floor, Brooklyn, NY 11222 ("Wanderlust") and NORTH LAKE TAHOE RESORT ASSOCIATION, 100 N Lake Blvd, Tahoe City, CA 96145 ("Sponsor" or "NLTRA").

RECITALS

- A. Wanderlust produces a series of festival events under the brand name "Wanderlust," including Wanderlust Squaw Valley, which is held in Olympic Valley, CA from July 20-23, 2017, July 19-22, 2018 and July 18-21, 2019. Each event shall be referred to herein as an Event and collectively as the "Events."
- A. The parties have agreed to terms under which NLTRA shall become a sponsor of the Events.

For and in consideration of the mutual covenants, rights, and obligations set forth in this Agreement, the parties agree as follows:

- 1. <u>Sponsorship Benefits</u>. During the Term (defined below), NLTRA will be a sponsor of the Events, which entitles the Sponsor to the following benefits at each Event:
 - a. On Site Activation.
 - i. Wanderlust, at its sole expense, shall provide a 10x10 foot activation area at the Events for Sponsor to use for custom activation (the "Activation Area"). Sponsor shall have the opportunity to feature custom signage, product sales and sampling, data capture and drive to retail promotions at the Activation Area, subject to Wanderlust's reasonable approval;
 - Passes. Wanderlust will provide Sponsor with six (6) complimentary 4day tickets to each Event.

FIND YOUR 🔷 TRUE NORTH

WANDERLUST · 26 DOBBIN SREET, THIRD FLOOR · BROOKLYN, NY 11222

WANDERLUST.COM

c. Brand Recognition.

- On each Event's official website, Wanderlust to create a custom brand page featuring Sponsor's logo, company information and website links. Sponsor's logo also to be included in the "Partners" footer on Event pages;
- ii. Sponsor's logo in each Event's program guide, if any;
- iii. Sponsor inclusion into all Wanderlust Squaw Valley press releases prior to the event.
- iv. Sponsor's logo and link to website to be included in select digital advertising where space allows. Sponsor will have the opportunity to work with Wanderlust to create a benefit package to offer the Wanderlust audience which would be agreed upon by both parties prior to release.
- d. Wanderlust produces events in other cities throughout the U.S. and the world. This Agreement grants Sponsor rights only with respect to the Events on the dates and locations listed above.
- 2. <u>Sponsorship Consideration.</u> In consideration of the sponsorship rights granted herein, Sponsor will pay or provide to Wanderlust the following:
 - a. <u>Fee</u>. The sum of Thirty Thousand US Dollars (\$30,000.00) annually, payable in full by March 15 of each year of the Term.
 - b. If Sponsor fails to pay Wanderlust within the designated time periods, then interest will begin to accrue immediately on the past due amount at the rate of the lesser of the maximum amount allowed by law or 10% annually. If it becomes necessary for Wanderlust to retain legal counsel to collect any portion of the fees due under this Agreement, in addition to all such fees, the Sponsor will be liable for payment of all legal fees incurred by Wanderlust plus any other costs of collection.

3. Intentionally Omitted.

4. <u>Term and Termination</u>. This term of this Agreement commences on the Effective Date and terminates on September 1, 2019 (the "Term"). If either party commits a material breach of any provision of this Agreement or at any time fails or refuses to fulfill a material obligation under this Agreement and the breaching party fails to remedy the breach within 30 days of receipt of written notice of the breach from the other party, then the non-breaching party may terminate this Agreement effective immediately after the expiration of the 30-day cure period.

Wanderlust may at any time terminate this Agreement, and if Wanderlust terminates this Agreement for reason other than Sponsor breach, then the Sponsor will be relieved of its obligation to pay the consideration in Section 2, and will receive a refund of any amounts previously paid under Section 2.

5. Intentionally Omitted.

- 6. <u>Sponsor Materials</u>; <u>Loss, Damage or Theft.</u> Wanderlust shall provide suitable levels of security at each Event, but Wanderlust assumes no liability for the damage or theft of Sponsor's materials or equipment at any Event, except where due to the negligence or misconduct of Wanderlust.
- 7. <u>Covenant.</u> Each party covenants and agrees to comply with all federal, state and local statutes/regulations relating to ensuring the proper safety and health precautions are taken to protect the work, the workers, the public and the property of others.
- 8. <u>Injuries.</u> Sponsor waives any rights to recover from Wanderlust for any injuries that Sponsor (and/or Sponsor's employees and subcontractors) may sustain while at any Event, unless such injuries are due solely to Wanderlust's negligence or misconduct.

License.

- a. The Sponsor grants Wanderlust a license to use the Sponsor's approved name, logo, and other identifying characteristics in promoting the Event.
- b. During the Term, the Sponsor may identify itself as a sponsor of the Event in any and all of its advertising for the Sponsor's products and or services in the Category. Wanderlust will provide the Sponsor with a suite of official logos and images for the Event to use on advertising, web site and other avenues as approved by Wanderlust. Any use by the Sponsor of the Event's name or logo must be approved in advance by Wanderlust.
- c. Wanderlust will use reasonable efforts to use the Sponsor's approved name, logo, trademarks, and other identifying characteristics in a high quality manner, and will use reasonable efforts to modify any use that the Sponsor finds objectionable. Notwithstanding the preceding, Wanderlust has absolute control regarding the location, sizing and design of all signage at each Event, including signage featuring Sponsor's approved name or logo.

- d. Wanderlust acknowledges the Sponsor's exclusive ownership in the Sponsor's trademarks and further acknowledges that the trademarks are unique and original to the Sponsor and that the Sponsor is the owner of the trademarks. Wanderlust will not, at any time during or after the Effective Date, dispute or contest, directly or indirectly, the Sponsor's exclusive ownership in the Sponsor's trademarks. Wanderlust acknowledges that its use of the Sponsor's trademarks inures to the Sponsor's benefit, and that Wanderlust will not acquire any ownership in the Sponsor's trademarks as a result of the license granted by this Agreement.
- e. The Sponsor acknowledges Wanderlust's exclusive ownership in its respective trademarks and further acknowledges that the trademarks are unique and original to Wanderlust and that Wanderlust is the owner of its respective trademarks. The Sponsor will not, at any time after the Effective Date, dispute or contest, directly or indirectly, Wanderlust's exclusive ownership in its respective trademarks. The Sponsor acknowledges that its use of Wanderlust's trademarks inures to Wanderlust's benefit, and that the Sponsor will not acquire any ownership in Wanderlust's trademarks as a result of the license granted by this Agreement. The Sponsor acknowledges that it has no claims or rights in the "Wanderlust" name and trademark and, during or after the Term of this Agreement, will not assert any claim in the "Wanderlust" name and trademark.
- 10. <u>Merchandise</u>. Sponsor may not distribute any merchandise or articles at the Event without Wanderlust's prior written consent, except as is specifically provided in Paragraph 1., above. Except with respect to merchandise within the Category, distribution of merchandise or articles at the Event is subject to Wanderlust's exclusivity agreements with other sponsors.
- 11. Photo & Video. Any capture of photos or videos by Sponsor shall be approved in advance by Wanderlust. Such approval will not be unreasonably withheld provided that such photo or video capture occurs in close proximity to the Activation Area. All photographers and videographers shall be identified in advance by Sponsor and must wear appropriate photo/video credentials issued by Wanderlust. Wanderlust cannot authorize photo or video capture in any class. Full-resolution copies of any photos or videos (the "Event Media") captured by Sponsor shall be provided to Wanderlust promptly upon Wanderlust's request. Sponsor hereby grants to Wanderlust the unlimited right to exploit Event Media for promotional purposes in perpetuity throughout the universe.

- 12. Force Majeure. Any delay or failure of either party to perform its obligations (except for payment obligations) under this Agreement is excused to the extent that it is caused by an event or occurrence beyond its reasonable control, including acts of God, actions by governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or labor problems, provided the party claiming force majeure promptly notifies the other part of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure.
- 13. Weather; Event Cancellation. Wanderlust anticipates that all Events will be held regardless of the weather. If a particular Event cannot be held on the scheduled dates, whether due to force majeure, inclement weather or Wanderlust's decision to cancel such Event, Wanderlust will make good faith efforts to reschedule the Event. If the Event cannot be rescheduled during the Term, Wanderlust shall refund a pro-rated portion of the Fee to Sponsor.

14. Insurance.

- a. Without limiting or qualifying Sponsor's liabilities, obligations, or indemnities, the Sponsor will obtain before the Event, at its sole cost and expense, the insurance coverages listed below. The insurance will contain a provision that it cannot be reduced or cancelled unless and until the insurance company notifies Wanderlust thirty days prior as certificate holder. All insurance policies must be issued by an insurance carrier reasonably acceptable to Wanderlust with a rating of A or better and authorized to do business in the States / Provinces in which each Event takes place. Upon request, Sponsor will provide Wanderlust with a full and complete copy of all the insurance policies required in this Agreement. Any third party that performs services for the Event on behalf of Sponsor must satisfy the same insurance requirements as provided in this section.
 - i. Commercial general liability insurance, including broad form contractual liability, personal injury liability, advertising liability, and products/completed operations liability coverage with minimum limits of liability of \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate, \$1,000,000.00 products completed operations aggregate, and \$50,000.00 damage to rented premises.
 - ii. Umbrella or excess liability insurance with available coverage limits of not less than \$2,000,000.00 general aggregate and

\$2,000,000.00 per occurrence.

- iii. Auto liability insurance covering owned, non-owned and leased or hired vehicles with the minimum amounts of \$1,000,000.00 each accident.
- iv. Sponsor will also maintain workers compensation as required under applicable state law insurance during the dates they are working with the Event, including coverage for subcontractors, agents, temporary employees, and volunteers.
- b. Sponsor will supply Wanderlust with proof of the aforementioned insurance by providing Wanderlust with a certificate of insurance and list the parties set forth in Exhibit A as "Additional Insured," as well as their respective officers, directors, members, managers, agents, and employees. Sponsor will provide Wanderlust with properly executed certificates of insurance before Sponsor provides any products or services to Wanderlust or at the Event, but in no event later than the later of the following: (i) the date of execution of this Agreement; or (ii) Thirty (30) days prior to the first day of the event. Further, coverage for the additional insureds shall apply on a primary non-contributory basis, for matters for which Sponsor is responsible for under this Agreement, irrespective of any other insurance whether collectible or not.
- c. Wanderlust will supply Sponsor with proof of the insurance requirements stated above by providing Sponsor with a certificate of insurance and list Sponsor and its respective officers, directors, members, managers, agents, and employees as additional insureds. Upon request, Wanderlust will provide Sponsor with properly executed certificates of insurance. Further, coverage for the additional insureds shall apply on a primary non-contributory basis, for matters for which Wanderlust is responsible for under this Agreement, irrespective of any other insurance whether collectible or not.

15. Indemnity.

a. By Sponsor. Sponsor will indemnify, hold harmless, and defend Wanderlust Festival LLC and its respective officers, directors, members, managers, agents, and employees (collectively the "Wanderlust Indemnified Persons") from and against any and all actions, claims, demands, suits, or liability, including reasonable outside attorneys' fees and expenses (collectively "losses") actually and reasonably incurred by a

Wanderlust indemnified person, to the extent such claim arises out of or is related to: (a) sponsor's performance of its obligations under this agreement; and/or (b) any material breach of this agreement by sponsor; except to the extent that such losses are caused by the negligence or misconduct of the Wanderlust Indemnified Persons. As of the effective date, sponsor will use best efforts to require any third party that sponsor contracts with related to the event to indemnify Wanderlust in the same manner as any such third party indemnifies sponsor.

b. By Wanderlust. Wanderlust will indemnify, hold harmless, and defend sponsor and its respective officers, directors, members, managers, agents, and employees (collectively the "Sponsor Indemnified Persons") from and against any and all actions, claims, demands, suits, or liability, including reasonable outside attorneys' fees and expenses (collectively "losses") actually and reasonably incurred by a sponsor indemnified person, to the extent such claim arises out of or is related to: (a) Wanderlust's performance of its obligations under this agreement; and/or (b) any material breach of this agreement by Wanderlust; except to the extent that such losses are caused by the negligence or misconduct of the Sponsor Indemnified Persons.

16. Warranties.

- a. <u>Sponsor's Warranty</u>. The Sponsor warrants to Wanderlust that: (i) the Sponsor has the right and authority to enter into and perform its obligations under this Agreement; (ii) the Sponsor will perform its obligations under this Agreement in a commercially reasonable manner; (iii) the Sponsor's marks do not and will not violate any applicable law or regulation or infringe any proprietary, intellectual property, contract or tort right of any person; and (iv) the Sponsor owns its marks and all intellectual property rights therein.
- b. <u>Wanderlust's Warranty</u>. Wanderlust represents and warrants to the Sponsor that: (i) Wanderlust has the rights and authority to enter into and perform its obligations under this Agreement, and that, in doing so, it will not violate the rights of any third parties; (ii) any Wanderlust-provided materials (including trademarks) will not contain any content, materials or advertising that actually or potentially violates any applicable law or regulation or infringe any proprietary, intellectual property, contract or tort right of any person; and (iii) Wanderlust will perform its obligations under this Agreement in a commercially reasonable manner.

17. <u>Notices</u>. All notices and payment given in accordance with this Agreement will be effective if hand delivered or sent by overnight courier or by certified mail, return receipt requested to the following addresses:

Wanderlust Festival, LLC 26 Dobbin Street 3rd Floor Brooklyn, NY 11222-3110 Phone: 212-766-8040 x101 Email: sean@wanderlust.com

Attn: Sean Hoess, CEO

North Lake Tahoe Resort Association 100 N Lake Blvd, Tahoe City, CA 96145 Attn:

Addresses for notice may be changed from time to time by written notice to the other party. Any communication or payment given by mail will be effective upon the earlier of (a) five business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service; or (b) actual receipt, as indicated by the return receipt. If notice or payment is given by personal delivery or by overnight air courier, the notice or payment will be effective when delivered to the appropriate address set forth above.

- 18. <u>Limitation of damages</u>. Except for indemnification obligations due to liabilities to third parties, notwithstanding any provision contained in this agreement to the contrary, no party to this agreement will be liable to any other party to this agreement for any incidental, indirect, special, consequential or punitive damages (including damages for loss of use, power, business goodwill, revenue or profit, nor for increased expenses, or business interruption) arising out of or related to the performance or non-performance of this agreement unless the damages arose due to a party's gross negligence or willful breach of this agreement. Wanderlust's liability under this agreement will not exceed the fees paid by sponsor to wanderlust under section 2.
- 19. <u>Independent Contractors</u>. The parties and their respective personnel, are and will be independent contractors and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation on behalf of the other party, unless expressly provided in this Agreement.

- 20. <u>Survival</u>. Those provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement shall survive such termination or expiration.
- 21. <u>Assignment</u>. This Agreement is personal to each of the parties, and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other party's written consent.
- 22. Governing Law and Venue. This Agreement is to be governed and construed according to the laws of the State of New York without regard to conflicts of law. The proper exclusive venue for resolution of any dispute related to this Agreement is the Federal or State courts located in Kings County, New York. Both parties consent to jurisdiction in Kings County, New York.
- 23. Entire Agreement. This Agreement contains the entire agreement between the parties relative to the subject matter and supersedes any other prior understandings, written or oral, between the parties with respect to this subject matter. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ENTERING IN TO THIS AGREEMENT, THEY HAVE NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. No variations, modifications, or changes in the Agreement are binding on any party to the Agreement unless set forth in a document duly executed by or on behalf of such parties.
- 24. <u>Section References</u>. When this Agreement makes reference to an article, section, paragraph, clause, schedule or exhibit, that reference is to an article, section, paragraph, clause, schedule or exhibit of this Agreement unless the context clearly indicates otherwise. Whenever the words "include," "includes," or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation."
- 25. <u>Severability</u>. If a mediator, arbitrator, or court holds, for any reason, that one or more provisions of this Agreement is invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, but such provision will be deemed deleted, and the deletion will not affect the validity of other provisions of this Agreement.
- 26. <u>Counterparts</u>. The parties may execute this Agreement in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by facsimile, PDF, or other electronic signature.

27. <u>Construction</u>. All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendment or exhibits.

By their representative's signature, the parties agree to and accept this Agreement.

WANDERLUST FESTIVAL, LLC	NORTH LAKE TAHOE RESORT ASSOCIATION
BY:AUTHORIZED SIGNATORY	BY:Authorized Signatory
DATE:	DATE:

EXHIBIT A Additional Insured to be added to Certificate of Insurance

Wanderlust Festival, LLC 26 Dobbin Street 3rd Floor, Brooklyn NY 11222 and their respective officers, directors, members, managers, agents, and employees as additional insureds.

Wanderlust Squaw Valley, California Squaw Valley Resort, LLC Squaw Valley Neighborhood Company Squaw Valley and Alpine Meadows