

### **NLTRA Mission**

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

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**Committee Members:**      **Chair: Becky Moore**, Granite Peak Management | **Vice Chair: Christine Horvath**, Squaw Alpine  
   **Amber Kennedy**, Tahoe Getaways | **Judith Kline**, Tahoe Luxury Properties  
**Kimberley Kilburn**, Vail Resorts | **Melissa Panico**, MAP Events | **Nicole Reitter**, Tahoe Mountain Resort Lodging  
**Terra Calegari**, Resort at Squaw Creek | **Tyler Gaffaney**, Tahoe Biltmore | **Wendy Hummer**, EXL Media  
   NLTRA Board Member: **Brett Williams**  
   Advisory Board Member: **Erin Casey**, Placer County

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### **AGENDA**

TO CALL IN: (712) 770-4010    Access code: 775665#

Estimated  
Time

- |           |    |  |
|-----------|----|--|
| 2:00 p.m. | 1. | Call to Order – Establish Quorum   |
| 2:05 p.m. | 2. | Public Forum-Any person wishing to address the Board of Directors on items of interest to the Board not listed on the agenda may do so at this time. It is requested that comments be limited to three minutes since no action may be taken by the Board on items addressed under Public Forum.  |
| 2:10 p.m. | 3. | <b>Agenda Amendments and Approval</b>  |
| 2:15 p.m. | 4. | <b>Approval of Tourism Development Meeting Minutes from June 25, 2019, Aug 27, 2019 and September 24, 2019</b> <b>Page 1</b>   |
| 2:20 p.m. | 5. | Action Items: <ul style="list-style-type: none"><li>a. Spartan North American Championship 2020 contract <b>Page 3</b></li><li>b. Fallon Multimedia Website content management contract <b>Page 40</b></li><li>c. WinterWonderGrass 2020 contract <b>Page 48</b></li></ul>   |
| 3:30 p.m. | 6. | Committee Appointment Seats – Amber <b>Page 66</b>   |
| 3:40 p.m. | 7. | 2020 Partnership Funding Verbal Update - Katie   |
| 3:45 p.m. | 8. | Departmental Reports (The following reports are provided on nltra.org monthly and can be pulled for discussion by any committee member. Click <a href="#">here</a> for reports) <ul style="list-style-type: none"><li>• Conference Sales</li><li>• Leisure Sales</li><li>• Events</li><li>• Public Relations – The Abbi Agency</li></ul> |
|           | 9. | Standing Reports (located on nltra.org; <a href="#">here</a> ) <ul style="list-style-type: none"><li>• Destimetrics Report</li></ul>   |

- Conference Activity Report

10. Committee Member Comments

11. Adjournment

*This meeting is wheelchair accessible*

*Posted online at [www.nltra.org](http://www.nltra.org)*

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## north lake tahoe

Chamber | CVB | Resort Association

### **Tourism Development Meeting Draft - Meeting Minutes – Tuesday Sept 24, 2019**

The Tourism Development Meeting was held at Tahoe City PUD, 221 Fairview Dr., Tahoe City, CA 96145

**Committee member in attendance:** Judith Kline, Becky Moore, Amber Kennedy, Tyler Gaffaney, Christine Horvath

**Staff in attendance:** Bonnie Bavetta, Liz Bowling, Amber Burke, Sarah Winters, Katie Biggers, Anna Atwood

**Others in attendance:** Walt McRoberts, Jessica Pauletto, Lindsay Moore, Cathy Nanadiego, Paul Raymore

### **Summary**

Meeting called to order at 2:10pm

Public Comment: None

### **Motions/Action Items:**

- Item 3. MOTION to approve the agenda as presented – no quorum established. No changes to the agenda.
- Item 4. MOTION to approve the meeting minutes from June 25, 2019, and from Aug 27, 2019 M/S/C – no quorum established. This will be tabled until next month.

### **Direction to staff:**

- Amber: Schedule a phone with Walt and other ski resorts partners that are willing to share some information on passholders data.
- Amber: Work with Richter 7 and Augustine for a flow chart showing how much advertising is being spent in the different markets.

### **Suggestions/Comments:**

#### Item 5. Spartan

Cherie presented on the huge growth the Spartan race has seen and shared slides with the committee members. Amber reminded the committee that staff began negotiations to bid on the 2020 Spartan North American Championships. Staff's initial offer was \$150,000 but Spartan came back to see if we can meet them at \$175,000.

- Amber stated there are talks of a multi-year agreement for the Spartan North American Championships.
- Cherie stated they have a great new marketing team working hard on a plan to increase marketing and PR values.
- There are talks about possibly adding a 3<sup>rd</sup> race type.
- It was recommended that there be more discussion on what can be done to drive more support for Squaw for Sunday night. Maybe a kid's movie night, concert etc. Cherie suggested giveaways such as stays in the village, are always good too.
- It was suggested to try to have a Spartan celebrity athlete do a lecture base talk or something similar. Cherie welcomed the suggestion and stated they have not tried this. There have been lectures been not tied in with a celebrity athlete.

#### Item 6. 19/20 Winter Season Media Plan and Creative Review

Walt with Richter 7, Lindsay and Cathy with Augustine shared a preview of winter season media plan and creative.

- One committee member questioned what paid advertising looks like on reddit? Walt shared its sort of looks like twitter or in some ways like Facebook. It's an image with some copy.

- Walt shared they geo-fenced Tahoe and our competitors. They are trying to get visitors that came last winter to come back in the spring or fall.
- Christine shared that some of the competitors are now alliances. Is programmatic something they can cover off on that opportunity? Christine stated they look at other passholders and want to make sure that opportunity is maximized. Walt shared they don't have access to all passholders data so they more the partners can share the better.
- Christine questioned why we are not reporting on a flow chart basis by market? Amber stated it's broken out by media right now, but it has been noted and added on the to-do list.
- It was recommended that we continue to push our partners to get their big events loaded on our website, so it doesn't appear like there are gaps in the shoulder season.

Item 7. 19/20 Winter Season PR, Social Media and Content Review

Jessica with the Abbi Agency shared a preview of winter season PR, social media and content review.

- Amber stated there will be an increased push for Learn to Ski and Ride month.
- They will share a winter talking points with all partners.
- Jessica reminded everyone of the PR Summit that will be held in December.

Item 8. Overview of committee member terms & new call for applicants

Sarah gave a quick overview of Tourism Development appointment process. There will be 3 one year-term seats available along with the 3 seats in Pool C. This pool is a 3-year term. Applications and letter of intent is due to Anna Atwood on Friday, November 8, 2019. Sarah suggested that the Tourism Development Committee help push this out to people with Sales, Marketing and PR experience.

The meeting adjourned at 3:45pm.





## MEMORANDUM

Date: October 23, 2019  
TO: Tourism Development Committee  
FROM: Amber Burke, Dr. of Marketing  
RE: 2020 Spartan North American Championships Sponsorship Contract

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### Action Requested:

Review and approval of a sponsorship for the 2020 Spartan North American Championships taking place at Squaw Valley September 26 – 27, 2020. The NLTRA would sponsor the event with a \$175,000 to be the official host.

### Background:

For three years, the NLTRA has supported the Spartan World Championships with a \$250,000 annual sponsorship, ensuring the event would take place in North Lake Tahoe at Squaw Valley. In July 2019, Spartan notified NLTRA that an international location was bidding on the 2020 World Championships and that they were prepared to outbid North Lake Tahoe significantly.

As an alternative, staff provided both the Tourism Development Committee and the Board of Directors information on hosting the North American Championships and comparative information regarding marketing and public relations benefits. After evaluation and discussion, staff was directed to pursue the 2020 North American Championships.

NLTRA and Spartan staff have arrived at a \$175,000 sponsorship to host the 2020 North American Championships at Squaw Valley September 26 & 27, 2020. The attached contract outlines benefits and obligations. The contract grants the NLTRA the first right of refusal for the North American Championships through 2022 with similar terms.

### Fiscal Impact:

North American Championship Sponsorship

- \$175,000 - Cash Sponsorship
- \$4,000 – The Abbi Agency, Event Scope of Work

These funds will to come out of the 20.21 fiscal year budget.

# 2019 Spartan World Championships

## Event Recap

Squaw Valley, September 28 & 29, 2019

Funded: \$250,000

### Participant ROI

Attendance:	12,111 (includes racers, kids, registered spectators, volunteers)
Participants:	8,397 (7,954 adults, 443 kids)
Out of Town Participants:	5,272 (adult racers that came from 200+ miles away) <i>* Note: An additional 533 racers came from 100-200 miles away)</i>
Average Night Stay:	2.4
Average Economic Impact:	\$1,895,922 (14% Decrease YOY)
ROI:	8:1

### Event Results

- 443 kid racers (52% decrease from 2018)
  - Moved kid's world championship to its own race, lack of space at Squaw for a course
- 13% decline in overall attendance (12,111 vs. 13,995)
  - Adult racers (15% Decrease YOY)
  - Kid racers (52% Decrease YOY)
  - Spectator and volunteer numbers were similar YOY
- Likelihood to Return to NLT
  - 57% Extremely likely to return
  - 32% Likely to return
- Attendance by Location
  - California: Bay Area: 3,452, Los Angeles: 715, San Diego: 217
  - New York/Tristate Area: 77
  - Texas: Dallas: 40, Houston: 25, Austin: 9, San Antonio: 10
  - Pacific Northwest: Seattle: 80, Portland: 64
  - United Kingdom: 8

### Marketing & PR Results

#### Pre-Race Marketing

- 276,983 Unique Event Page Views (34% Decrease YOY)
- 1,403,267 Digital Advertising Impressions (32% Increase YOY)
- 7,213,582 Social Advertising Impressions (64% Decrease YOY)

#### Event Weekend Reach

- 837,900 Listening Engagements
- 4,574,993 Listening Impressions
- 10,510,000 PR Impressions (115% Increase YOY)

#### Tahoe Live

- Data based on stats from September 30 – October 21
  - 3,908,775 Reach
  - 1,596,261 Views
  - 8,410 Engagement
  - 1,021,615 Minutes Watched

# 2020 Spartan North American Championships

## Contract Summary

### Duration & Timing

- 1-Year Contract (September 2020 Event)
- Event Date: September 26 & 27, 2020
- Location: Squaw Valley

### Cash Sponsorship

- \$175,000 (Payment – 100% July 2020 – 20.21 FY)
  - \$5,000 is earmarked towards hosting entertainment on Sunday evening in an effort to attract attendees to extend their stay
  - \$75,000 decline in sponsorship amount compared to 2017 – 2019.

### Key Sponsorship Terms

- NLTRA to receive
  - Designation as host of the “Spartan Race North American Championship”
    - Email marketing to entire Spartan database, social media posts, website and collateral
      - *More exact campaign details to be announced first week of November but Spartan has implied it will be comparable with deliverables associated with the World Championships.*
  - Destination name/logo included in official Spartan Race North American Championship logo lock-up, used for marketing, advertising, collateral, etc.
  - Online/Social Media Promotion
    - Inclusion in social media posts, email blasts and blog posts relating to the event.
    - Collaborative efforts to promote NLT and NLT activities via
      - Event course map inclusion
      - Social media promotion (at least):
      - 5 destination specific posts, 10 likes, 10 shares, 10 re-tweets, 10 reposts
    - Distribution of travel guides and “things to do” collateral
  - Minimum of one (1) event-related email blast to Spartan’s event specific marketing database to promote NLT with content mutually agreed upon by both parties.
  - TV Promotion – ESPN
    - Two (2) 30-second spots during original broadcast of the N.A. Championships (Date TBD)
    - One (1) Facebook live segment during the N.A. Championship event with :10 destination b-roll
    - One (1) Facebook live segment during the N.A. Championship event pre-show
    - One (1) Facebook live segment during the N.A. Championship featuring location graphics
  - Lodging Promotion
    - Direct link from Spartan site to participating NLT lodging properties via microsite.
  - On-Site Promotion
    - Inclusion in step and repeat media wall
    - 20’x20’ booth space
    - Four (4) to eight (8) barrier jackets onsite
  - Inclusion in a Spartan produced podcast highlighting the product in Tahoe
  - Ten (10) race entries
  - Opportunity to partner with Spartan on a joint media event to take place lakeside during the event period.
  - Exhibit space (10’ x 10’) at up to two (2) additional Spartan races in the 2020 season.

### Agreement for Sponsorship and Advertising

This Agreement for Sponsorship and Advertising ("Agreement"), dated this 22 Day of October, 2019 ("Effective Date"), and is by and between **Spartan Race, Inc.**, a Delaware corporation with a principal business address of 234 Congress street, 5<sup>th</sup> Fl., Boston, MA 02110 ("Spartan") and **North Lake Tahoe Resort Association, Inc.** with a principal business address of 100 North Lake Blvd, Tahoe City, CA 96145 ("NLTRA" or "Sponsor"). (Spartan and NLTRA are each a "Party" and together, the "Parties").

Spartan organizes an annual series ("Season") of timed obstacle course races for adults known as the Spartan Sprint, Spartan Super or Spartan Beast" (each a "Race"), each featuring a variety of exhibitions, displays and related marketing and promotional elements. A "Season" shall commence with the first Race of a calendar year and conclude on the last Race of that calendar year. Through this Agreement, the Parties desire to establish a sponsorship and advertising relationship in connection with the Race hosted at **1960 Squaw Valley Rd, Olympic Valley, CA 96146 on September 26 & 27, 2020** which shall be advertised as the **Spartan North American Championship**. The Parties also agree to the terms and conditions contained herein in connection with the 2019-2020 Race of the same nature and of similar dates and location (each of the 2020, 2021 and 2022 events, an "Event"). Furthermore, if Spartan is in partnership with media partner ("Media Partner") in connection with exhibiting and/or broadcasting the Race (each such exhibition, a "Program").

The Parties therefore agree as follows:

1. **Term.** The term of this Agreement shall begin on the Effective Date and expire on December 31, 2020, unless terminated earlier as provided herein (the "Term").
  - a. **Right of First Refusal.** Spartan hereby grants to NLTRA an exclusive right of first refusal ("ROFR") regarding sponsorship of the 2021 and 2022 Event:
    - i. 2021 ROFR: Spartan shall provide NLTRA with a 2020 Event recap and 2021 Event sponsorship proposal by October 16, 2020. NLTRA shall, in good faith, entertain such sponsorship proposals from Spartan. Should NLTRA and Spartan agree to any such renewal of the sponsorship relationship, such renewal proposal shall be accepted by NLTRA by November 16, 2020. Should NLTRA and Spartan agree to any renewal, the parties shall enter into a new sponsorship agreement with terms substantially similar to this Agreement, and with terms that are no less favorable to Spartan or NLTRA as those provided herein, provided that the parties may reallocate or repurpose the benefits to allow for increased Spartan and/or NLTRA exposure.
    - ii. 2022 ROFR: Provided that the 2021 Event is hosted in North Lake Tahoe, CA, Spartan shall provide NLTRA with a 2021 Event recap and 2022 Event sponsorship proposal within thirty (30) days following the 2021 Event. NLTRA shall, in good faith, entertain such sponsorship proposals from Spartan. Should NLTRA and Spartan agree to any such renewal of the sponsorship relationship, such renewal proposal shall be accepted by NLTRA within thirty (30) days of receipt of such recap and proposal.

Should NLTRA and Spartan agree to any renewal, the parties shall enter into a new sponsorship agreement with terms substantially similar to this Agreement, and with terms that are no less favorable to Spartan or NLTRA as those provided herein, provided that the parties may reallocate or repurpose the benefits to allow for increased Spartan and/or NLTRA exposure.

iii. The parties hereby agree:

1. that Spartan has the right, but not the obligation, to host the 2021 and 2022 North American Championship Event in North Lake Tahoe, CA;
2. to act in good faith with respect to the application of the foregoing right of first refusal; and
3. that it will not engage in any activity designed to circumvent or otherwise frustrate the purpose of this Section.

**2. Sponsorship Benefits.**

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

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

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

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

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

Total Sponsorship Fees	Payment Schedule
\$175,000	<ul style="list-style-type: none"> <li data-bbox="451 716 1076 793">- \$175,000 shall be paid within 30 days of invoice date which shall be on or around July 1, 2020, from Spartan, or no later than August 25, 2020.</li> <li data-bbox="451 814 1076 892">- Spartan will earmark \$5,000 towards hosting entertainment on Sunday evening in an effort to attract attendees to extend their stay.</li> </ul>

4. **Unavailable Benefits.** Due to events or circumstances beyond the control of a Party, or due to the rules, regulations, or laws of any city, state, country, or other relevant governing body or regulatory agency having jurisdiction over the activities, sporting events, or media platforms referenced in this Agreement, it may be or become impossible or impractical for Spartan to provide a Sponsor with all of the rights and benefits contemplated herein ("Unavailable Benefit"). The occurrence of an Unavailable Benefit will not be deemed a breach of this Agreement and, as Sponsor's sole remedy, the Parties will cooperate, in good faith, to ensure that their respective rights and obligations will be fulfilled by rescheduling, substitution, alternative performance or similar means of comparable value.

5. **Intellectual Property.**

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

b. Spartan, in its sole discretion, may re-exhibit or authorize the re-exhibition (via any ~~and~~ means and forms of media distribution (now known or hereafter devised) and via any and all devices (now known or hereafter devised)) of any Sponsorship Benefits in any replay, photograph, or video footage of any sporting event or other programming or content in which such Sponsorship Benefits appear. Sponsor acknowledges and agrees that nothing in this Agreement shall preclude the appearance of the Sponsor Marks in photographs, video footage, or programs of the Races, in perpetuity, when used for any reason in any and all forms of media whether now or hereafter developed so long as such use does not, denigrate, tarnish or reflect adversely on Sponsor, or its businesses, officers, directors, executives, employees, events, activities, suppliers and/or the North Lake Tahoe region.

c. As between Spartan on the one hand and Sponsor on the other hand, the copyrights, service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, indicia, uniforms, identifications, and other intellectual property of Spartan, (collectively, the "Spartan Marks") (the Spartan Marks together with the Sponsor Marks, collectively referred to as "Marks") are the property of Spartan and nothing in this Agreement is intended to convey to Sponsor any ownership rights or, except for the limited license granted in this Section 5(c), other interest in or to the Spartan Marks, whether by implication, estoppel or otherwise, even if such Spartan Marks are included in or on items owned or produced by Sponsor. Subject to the terms and conditions set forth in this Agreement, Spartan hereby grants Sponsor a non-exclusive, non-transferable, non-sub-licensable license to use the Spartan Marks and related designations as provided to Sponsor by Spartan solely in connection with the pre-approved Sponsorship Benefits set forth in Exhibit A or as otherwise agreed amongst the parties. Sponsor shall not display or otherwise use such Spartan Marks or related designations under any circumstances without the prior written consent of Spartan in each instance. The Spartan Marks shall be used only in the exact form, size, style and type prescribed and approved by Spartan without deviation. Sponsor shall not, nor shall Sponsor permit others to, use the Spartan Marks in combination with any other trademark, service mark, logo, prefix, suffix or other modifying words, designs, or symbols without the prior written approval of Spartan. Email notification (as it relates to Spartan, from an officer having an Executive Vice President title or higher) shall suffice for any written consents or approvals required under this subsection. Sponsor agrees that (i) any use of the Spartan Marks shall be in accordance with the approvals provided by Spartan without change, (ii) each use of the Spartan Marks will not disparage, denigrate, tarnish or reflect adversely on the Spartan, or its businesses, officers, directors, executives, employees, events, activities, suppliers and/or products, and (iii) Sponsor shall not use, nor shall Sponsor authorize others to use, the Spartan Marks or any marks confusingly similar thereto for any unauthorized use or in any unauthorized manner. Sponsor shall not transfer, assign or sublicense any of the rights granted under this Section without Spartan's express prior written consent. Sponsor agrees not to apply for any state, federal or foreign trademark or service mark registration pertaining to or including any Spartan Marks or any confusingly similar trademarks. Unless Sponsor receives Spartan's prior written approval, Sponsor shall not depict Spartan, and/or the Spartan Marks in any manner that would suggest and/or indicate endorsement of any product or services by Spartan or any of their affiliated or related entities. Sponsor warrants and represents that Sponsor will not infringe Spartan's right, title or interest in or to the Sponsor Marks or any other of their intellectual property.



d. Sponsor shall not be permitted to use Program footage or images unless Spartan provides its prior written consent which may be withheld in its sole discretion. If such consent is granted, Sponsor shall be solely responsible for obtaining any third-party licenses, consents, and/or releases that are required at any time in connection with Sponsor's use of such footage or images; provided, however Spartan shall provide reasonable assistance to obtain such third-party consents. Additionally, any permitted use of footage or images by Sponsor pursuant to this Agreement is subject to the standard usage and duration guidelines of its Media Partner as they currently exist or may be modified from time to time. Spartan, in its sole discretion, may require execution of a separate Footage Agreement between Media Partner and Sponsor, with the understanding that Sponsor will not have to pay any additional monetary consideration to Media Partner under such Footage Agreement. Notwithstanding the foregoing, Sponsor specifically acknowledges that (i) any use of the names, likenesses or other intellectual property of athletes, musicians, broadcast announcers or spectators which might be construed to constitute an endorsement of Sponsor's products (either express or implied) will require Sponsor to negotiate for such rights separately with each such party or their agent, and that payment for any such negotiated rights will be the sole responsibility of Sponsor, and (ii) any reuse of music incorporated into the television broadcasts of the Programs will require Sponsor to obtain clearance for the use of such music in the context and media contemplated by Sponsor and payment for such usage will be the sole responsibility of Sponsor.

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

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

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

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

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

7. **Termination.** In addition to any other rights and remedies which may be available to the Parties, this Agreement may be terminated by Spartan or NLTRA if the other Party materially breaches this Agreement. If such a breach occurs, the non-breaching Party shall provide the breaching Party with written notice of the breach, including specific details regarding the nature of the breach. The non-breaching Party's obligations under this Agreement may be suspended when such notice is provided and will not be resumed until the breach is cured; provided, however, that all payments under this Agreement which were due before or on the date of receipt of the written notice of breach, shall be made. If the breaching Party does not cure the breach within 30 days of receipt of notice of the breach, then the non-breaching Party may provide the breaching Party with written notice of the immediate termination of this Agreement. In the event that Sponsor terminates this Agreement in accordance with this Section 7, the Parties agree to enter into good faith discussions to determine which obligations under this Agreement were fulfilled prior to the termination date and assess if any pro-rated portions of the Sponsorship Fees paid to Spartan under the Agreement should be returned to Sponsor accordingly.

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

9. **Indemnification.** Each Party (the "Indemnifying Party") will at all times indemnify and hold the other Parties and each of their respective affiliates, owners, members, directors, shareholders, officers, employees, servants, agents, sponsors, contractors and media partners together with each of the foregoing's heirs, successors and assigns the "Indemnified Parties", harmless from and against any and all third-party claims, controversies, damages, causes of action, judgments, liens, losses, costs, fines, penalties, and liabilities including, without limitation, attorneys' fees, consulting fees, and other dispute resolution expenses (collectively "Claims and Losses") arising

out of or related to: (a) any breach or alleged breach by the Indemnifying Party of any warranty, representation, covenant, obligation or agreement made by the Indemnifying Party hereunder, (b) any acts, omissions, or intentional misconduct by the Indemnifying Party (or the Indemnifying Party's employees, representatives, agents, contractors, or volunteers), (c) any use of the Indemnified Party's service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, content, or other materials supplied by or on behalf of the Indemnified Parties in a manner inconsistent with this Agreement, or (d) any claim by a third party that the Indemnifying Party's performance hereunder or the Indemnified Party's use of the Indemnifying Party's service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, content or other materials infringes upon, misappropriates or otherwise violates the intellectual property rights or other proprietary rights of such third party. Notwithstanding anything herein to the contrary, Sponsor further specifically agrees to indemnify and hold Spartan and its Indemnified Parties, harmless from and against all Claims and Losses arising out of or related to (x) the exhibition or display of Sponsor Content, Sponsor's commercial units, or other material provided by or on behalf of Sponsor and (y) Sponsor's administration of any sweepstakes or contest held in connection with this Agreement and the awarding by Sponsor, or use by any prize winner, of any prize in connection therewith. Notwithstanding anything herein to the contrary, Spartan further specifically agrees to indemnify and hold Sponsor and its Indemnified Parties, harmless from and against all Claims and Losses arising out of the negligent or willful acts or omissions of Spartan or its directors, officers, employees, contractors or agents related to any Race or Event. Each Party's indemnification obligations shall survive the expiration or early termination of this Agreement.

**10. Insurance.**

a. Each Party shall carry at all times during the Term and for two (2) years after the expiration of the Term:

i. Commercial General Liability Insurance with a minimum of \$1,000,000 per occurrence covering bodily injury, property damage, and personal, and advertising liability insurance, a \$500,000 limit per occurrence covering damage to rented premises, with a combined single limit of \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. Such policy shall be written on an occurrence basis

ii. Automobile Liability Insurance with a limit not less than \$500,000 per occurrence and covering all owned, non-owned, and hired vehicles operated by Sponsor and Spartan onsite;

iii. Statutory Workers' Compensation including employer's Liability Insurance, subject to limits of not less than \$500,000 affording coverage under the workers' compensation laws of the applicable state of operation with respect to employees operating on site at a Race; and

iv. Media Errors and Omissions Liability Insurance. If either Party is providing commercial units or other content for exhibition in connection with this Agreement, that party shall carry Media Errors and Omissions Liability Insurance with a minimum of \$2,000,000 per occurrence, including content liability;

b. Each Party shall deliver to the other Party satisfactory evidence of the aforementioned insurance coverage in form of a certificate of insurance and any policy endorsements as may be requested. Failure by a Party to request a certificate shall not be construed as waiver of the obligations outlined above. Each shall name the other as additional insured(s), and each of their respective parents, subsidiaries, affiliates, officers, directors, employees, representative and agents and the heirs, successors and assigns of each of the foregoing. To the extent permitted by law, each required insurance policy shall provide a waiver of subrogation. All required insurance will be placed with reputable carriers licensed to do business in the applicable state. Notice of cancellation will be given in accordance with policy provisions, and each will promptly notify the other of any change to its insurance program which results in non-compliance with this Agreement. Failure by a party to request a certificate shall not be construed as waiver of the obligations outlined above.

c. In the event that any required policy is cancelled, reduced, or non-renewed during the Term of this Agreement, the party shall immediately notify the other party, and the non-insured party shall suspend participation in the Race until insurance has been placed in compliance with all insurance requirements. If Sponsor's on-site exhibition includes the use of vehicles or if other mobile equipment is driven, operated, or displayed in connection with Sponsor's presence onsite, then the required Automobile and Commercial General Liability insurance shall be increased to an amount not less than \$2,000,000 per occurrence and \$5,000,000 aggregate, which may be met by any combination of primary and excess insurance policies. Spartan, in its reasonable discretion and upon written notice to Sponsor, reserves the right to increase or decrease the amount of insurance required by Sponsor or require additional coverages based on the nature of Sponsor's activities in or around each Event, or as may be required by any local venue or authority having jurisdiction over each Event.

#### 11. Dispute Resolution.

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

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

c. The Parties may, at any time after the Mediation Escalation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing the mediation service a joint, written request for mediation, setting forth the subject matter of the dispute and the relief requested. The Parties shall cooperate with the mediation service

and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties.

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

e. If the Parties cannot resolve for any reason, including but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, any Dispute within thirty days after the Mediation Escalation Date, either party may commence arbitration.

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

## **12. Entire Agreement; Amendment; Conflict Assignment.**

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

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



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

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

15. **Confidentiality.** The Parties agree that the terms of this Agreement shall be kept confidential (except as may be required by law, rule or regulation of any governmental authority) and will not be disclosed to any individual or entity, except that a Party may disclose such terms as are reasonably necessary to their respective affiliates, members, lenders, officers, directors, employees, accountants, counsel and agents with a reasonable need to know such information in their representative capacities, and all persons-acting by, through, under or in concert with any of them. Spartan understands and agrees that Sponsor's board and committee meetings and agendas are public and any discussion of this Agreement including the terms and conditions herein may be disclosed in a board meeting and/or agenda in which case such disclosure shall not be a breach of the confidentiality obligations set forth herein.

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

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

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

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

To Spartan: Spartan Race, Inc.  
234 Congress Street, 5<sup>th</sup> Floor  
Boston, MA 02110  
Attn: General Counsel  
Email: darrenb@spartan.com

To NLTRA: North Lake Tahoe Resort Association, Inc.  
100 North Lake Blvd  
Tahoe City, CA 96145  
Attn: ~~Amber Burke~~~~Bonnie Bavetta~~  
Email: ~~abmberbonnie~~@gotahoenorth.com

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

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

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

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

23. **Representations and Warranties.**

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

b. Sponsor represents and warrants to Spartan that (i) the Sponsor Marks, Sponsor Content, Sponsor's commercial units, or other material provided by or on behalf of Sponsor (collectively, "Sponsor Materials"), shall not infringe upon, misappropriate or otherwise violate the intellectual property rights or other proprietary rights of Spartan or any third party, (ii) Sponsor has obtained all licenses, agreements, permits, waivers, releases, registrations, approvals, authorizations and clearances necessary in connection with the



Sponsor Materials, and that such licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations will be valid and sufficient for the performance of its obligations hereunder and (iii) there are no additional costs, royalties, residuals, license fees, or other third party expenses associated with the use of the Sponsor Materials.

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

[signature page follows]

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

**NORTH LAKE TAHOE RESORT ASSOCIATION, INC.**

By: \_\_\_\_\_

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

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

**SPARTAN RACE, INC.**

By: \_\_\_\_\_

Name: Jeffrey Connor

Title: COO

**EXHIBIT A  
CO-MARKETING AND TRADE SUPPORT, SPONSORSHIP BENEFITS**

1. **CO-MARKETING AND TRADE SUPPORT.** NLTRA agrees that it will provide to Spartan or will ensure that the applicable local Sponsor provides to Spartan, for each of the 2020, 2021 and 2022 events, at no additional cost to Spartan (unless otherwise specified below) co-marketing and trade support.
2. **SPONSORSHIP BENEFITS.** Spartan will provide for each Event, at no additional cost to NLTRA (unless otherwise specified below):
  - a. **Host Destination Media Rights.** Spartan shall designate NLTRA as the host of the "Spartan Race North American Championship" in applicable media and mentions, including, but not limited to:
    1. E-mail marketing of the Event to all emails recipients in Spartan's marketing database;
    2. The Spartan Race North American Championship Race page on [www.spartan.com](http://www.spartan.com)
    3. Facebook posts promoting the Event; and
    4. Co-branded marketing collateral which promote the Event.
    - 4.5. Destination inclusion in a Spartan produced podcast highlighting Tahoe product
  - b. **Logo.** Display of destination name, as provided by Sponsor, in or around official Spartan Race North American Championship logo lock-up.
    1. Sponsor-approved logo/destination name to appear on Spartan website for the North American Championship page, marketing and advertising materials and other collateral where other World Championship sponsors receive mentions.
  - c. **Online/Social Media Promotion.**
    1. Spartan will mention, tag or incorporate Sponsor in applicable social media posts, email blasts, and blog posts relating to the Event.
    2. Spartan will collaborate with NLTRA to promote North Lake Tahoe, as well as activities located near the Event, including but not limited to:
      - i. Inclusion in Event course map
      - ii. Social media promotion; including at least:
        1. 5 destination specific posts (NLTRA must provide content)
        2. 10 likes;
        3. 10 shares;

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4. 10 re-tweets;

3.5.10 reposts;

- iii. Distribution of travel guide(s); and
- iv. Distribution including vacation options/"things to do" in the identified regions during the week leading up to the Event and during Event weekend.

d. **TV/Media Promotion.** Spartan will provide NLTRA with the following television benefits with the same or equal coverage to ESPN, highlighting North Lake Tahoe as the host of the Spartan Race ~~World~~ **North American** Championship Series and as a travel destination. The television/media benefits may include:

1. ~~Two-Four (42)~~ 30-second television commercials advertisements to be aired during the ESPN broadcast of the Spartan Race North American Championship Event;
2. One (1) Live Segment during the Spartan Race North American Championship Event. Segment shall be a 10-second location b-roll;
3. One (1) Live Segment during Spartan Race North American Championship Event. Segment shall be a pre-show segment; and
4. One (1) kLive Segment during Spartan Race North American Championship Event. Segment shall feature location graphics.

If Media Partner chooses to re-air episode(s), the television commercial(s), set forth in 2(d)(1) above, aired in the original episode(s) will be included in the re-air. Segment creative shall be developed by Spartan and the Media Partner, with the goal of being naturally integrated into the respective episode theme.

- e. **Lodging Promotion:** Spartan will provide a direct link from the Spartan website to participating North Lake Tahoe lodging properties via a microsite. Links and discount codes must be provided to Spartan at least three (3) months prior to the Event.
- f. **E-mail Promotion.** A least one (1) Event-related email blast to the e-mail recipients in Spartan's Event specific marketing database to promote North Lake Tahoe, with content to be mutually approved by the parties
- g. **Post-Event Survey.** Spartan will include demographic, geographic, spending patterns and lodging questions into the post-race survey in order to gain an accurate ROI analysis of the annual Event. Sponsor will develop survey questions in coordination with Spartan and tailor subsequent annual marketing plans accordingly. Spartan agrees to provide the response data to NLTRA to such questions, however NLTRA understands and agrees that such response data shall be aggregated and anonymized in compliance with all applicable consumer protection and data privacy laws before Spartan provides the data to Sponsor. Sponsor acknowledges and agrees that Spartan shall own such data provided to Sponsor



and in no instance shall Sponsor license, sell, or otherwise make such data available to any third party unless approved by Spartan in writing.

- h. **Media Wall.** Spartan will incorporate Sponsor logo and destination identifier in StepnRepeat media wall and other locations to be mutually agreed upon by the parties at least sixty (60) days out from Event.
- h.i. **Media Event, Spartan and NLTRA will partner on a joint media event to take place lakeside during the event period.**
- i. **Exhibit Space – Tahoe Event.** Spartan will grant NLTRA one 20 foot x 20 foot exhibit space in a high traffic area at the festival associated with each Event for NLTRA's use (the "Tent"). NLTRA will keep exhibit open and staffed at all times during Event hours. NLTRA acknowledges that set-up hours are on Friday between 8:00 AM - 3:00 PM. Furthermore, set up before Friday is by appointment only and set up on Saturday is prohibited. Event hours will be Saturday from 7:00 AM - 7:00 PM and Sunday from 7:00 AM - 7:00 PM, or until last racer exits the Event. Depending on the number of participants at the Event, the Event may end as early as 4pm on Sunday. Event tear down begins on the last day of the Event as soon as the last participant exits the Event. Early tear down is not allowed.
- i.k. **Exhibit Space – Alternate Events.** Spartan will grant NLTRA two 10 foot x 10 foot exhibit spaces at alternate Spartan events during the 2020 race season. NLTRA will notify Spartan with thirty (30) days notice of which events they'd like to have a presence at. NLTRA will adhere to all exhibit guidelines associated with load-in/out and staffing.
- j.l. **Barrier Jackets.** NLTRA shall provide a minimum of four (4) and up to eight (8) 6x3 barrier jackets banners to be installed in the festival area at the Event and/or on the race course. Content and design to be reasonably approved by Spartan. Except as otherwise provided in this Agreement, NLTRA shall be responsible for the initial production of on-site barrier jackets and comparable signage. Any changes or alterations desired by NLTRA during the Term following initial production, including, without limitation, logo or slogan changes, shall be at the sole cost and expense of NLTRA.
- k.m. **Race Entries.** Spartan will provide NLTRA with up to ten (10) complimentary Event race entries to use for promotional purposes. NLTRA may request more entries at anytime. The start times for such race entries shall be determined in Spartan's sole discretion. The race entries shall be provided at Spartan's sole expense; provided, that any person registering for the race using such race entries shall be responsible for the cost and purchase of the individual supplemental race insurance offered through the race registration platform.

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# WORLD CHAMPIONSHIP 2019 POST EVENT RECAP





# REGISTRATION

## SPARTAN RACE ATTRACTED

7,954 Adult racers

443 Kid racers

3000 Spectators

714 Volunteers

## TOURISM HIGHLIGHTS

5,272 racers traveled over 100 miles

2,638 racers traveled over 200 miles

2,497 racers traveled over 300 miles

1,071 racers traveled over 500 miles

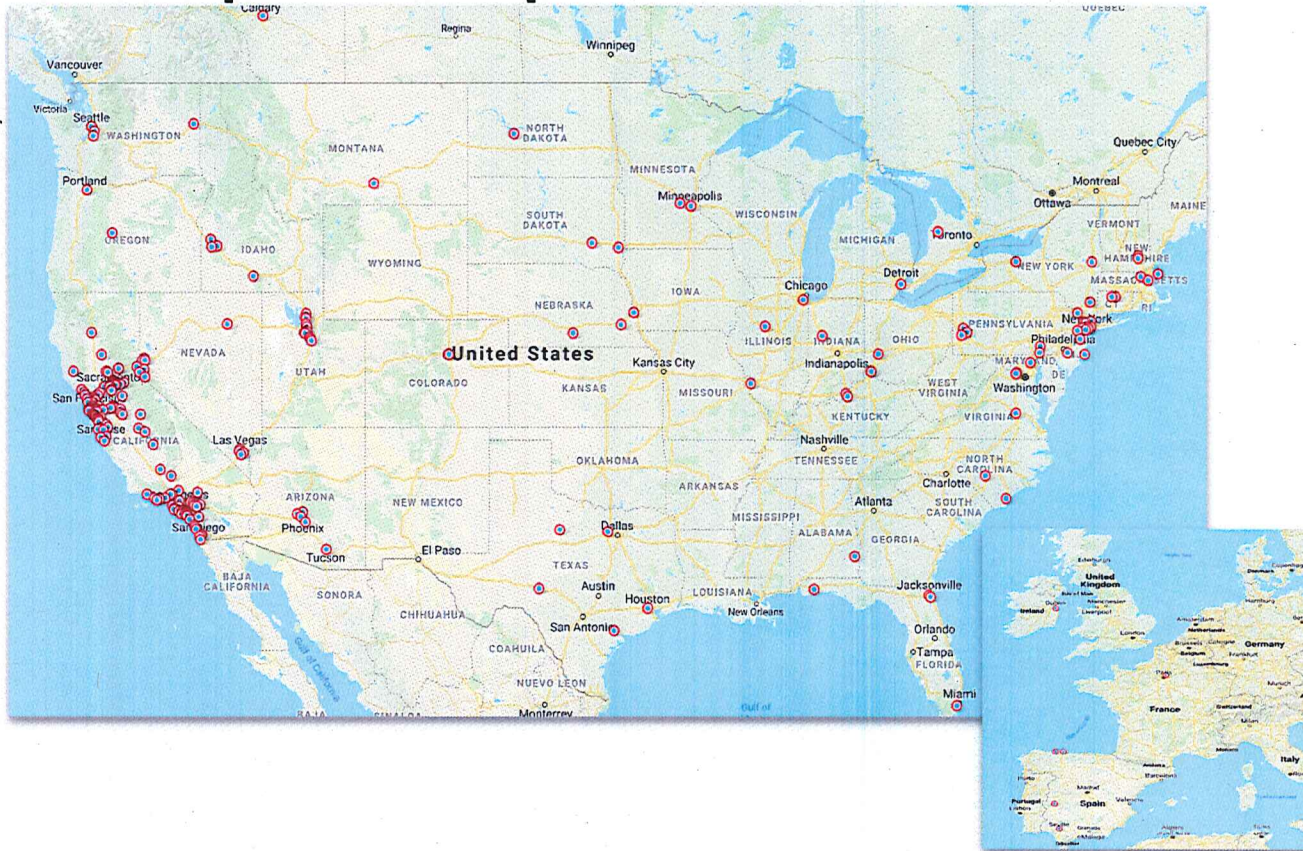
\*\* These stats DO NOT account for spectators/Kids

Category	Sub-Category	Lake Tahoe Spartan Beast 2019	Lake Tahoe Spartan Ultra 2019	Lake Tahoe Spartan Trail 2019
Miles Traveled	< 25 Miles	97	4	14
	< 50 Miles	277	21	55
	< 75 Miles	461	27	62
	< 100 Miles	460	31	42
	< 200 Miles	2,291	175	168
	< 300 Miles	115	8	18
	< 400 Miles	693	123	53
	< 500 Miles	446	86	25
	Over 500 Miles	834	152	85
		Int/Error	1,087	27
Age Groups	<20	219	6	9
	20-24	484	43	31
	25-29	1,155	105	63
	30-34	1,332	129	111
	35-39	1,272	148	102
	40-44	994	114	87
	45-49	672	62	73
	50-54	366	38	37
	55-59	186	7	13
	60-64	64	2	11
	65-70	14	0	2
	70>	3	0	0
	Error	0	0	0
Gender	M	4,559	537	289
	F	2,202	117	250
<b>Grand Total</b>		<b>6,761</b>	<b>654</b>	<b>539</b>





## 2019 Zip Code Map



Beast Reg by State

State	Count of ZipCode
CA	4178
-	888
NV	334
UT	197
AZ	109
ID	100
WA	88
TX	73
FL	52
OR	46

Beast Reg by City

City	Count of ZipCode
0	908
Sacramento	234
San Jose	205
San Francisco	141
Reno	129
Roseville	101
Elk Grove	72
Modesto	69
Los Angeles	69
Stockton	60

Ultra Reg by State

State	Count of ZipCode
CA	409
NV	22
UT	20
WA	19
AZ	15
FL	15
ID	12
TX	11
OR	9
CO	8

Ultra Reg by City

City	Count of ZipCode
San Jose	22
Simi Valley	12
Sacramento	12
Chula Vista	10
Los Angeles	10
Fresno	9
Reno	9
Oakland	8
Stockton	7
Vacaville	6

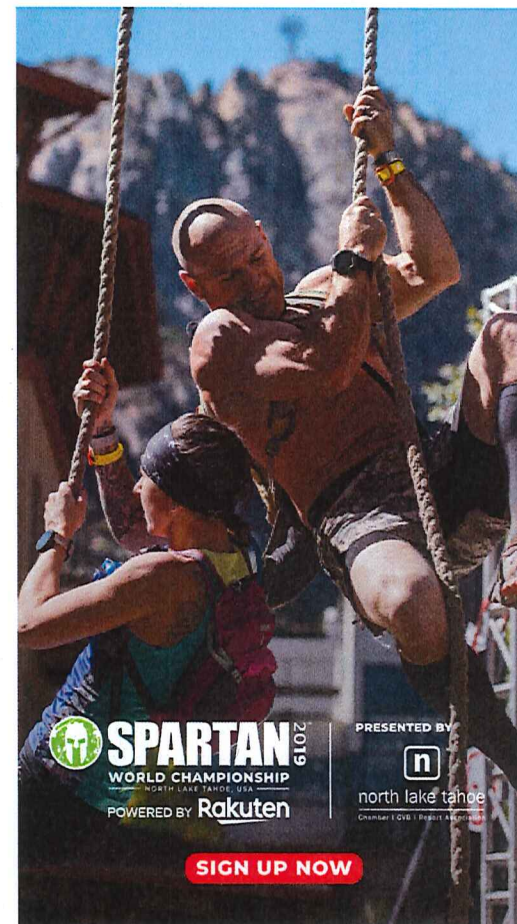
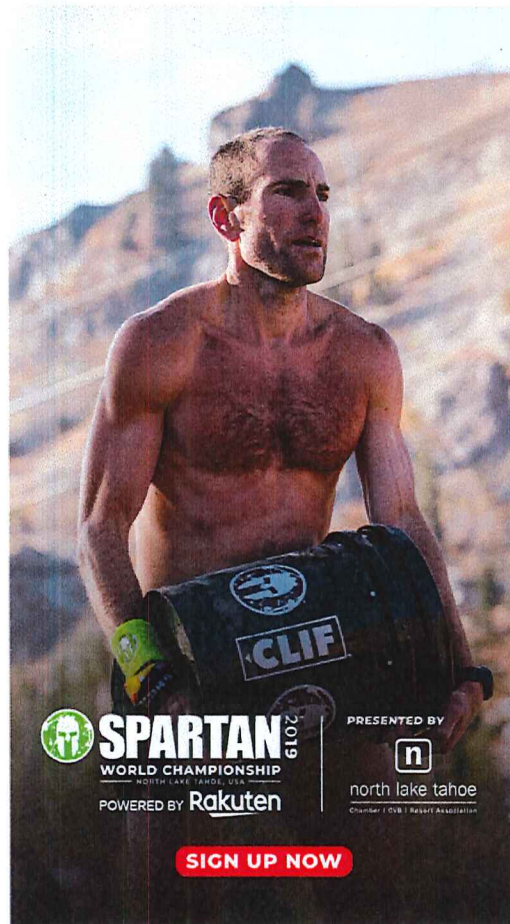


## PRE-RACE MARKETING

276,983 Unique Event Page View  
1,403,267 Display Advertising Impressions  
7,213,582 Social Advertising Impressions  
8,893,832 Total

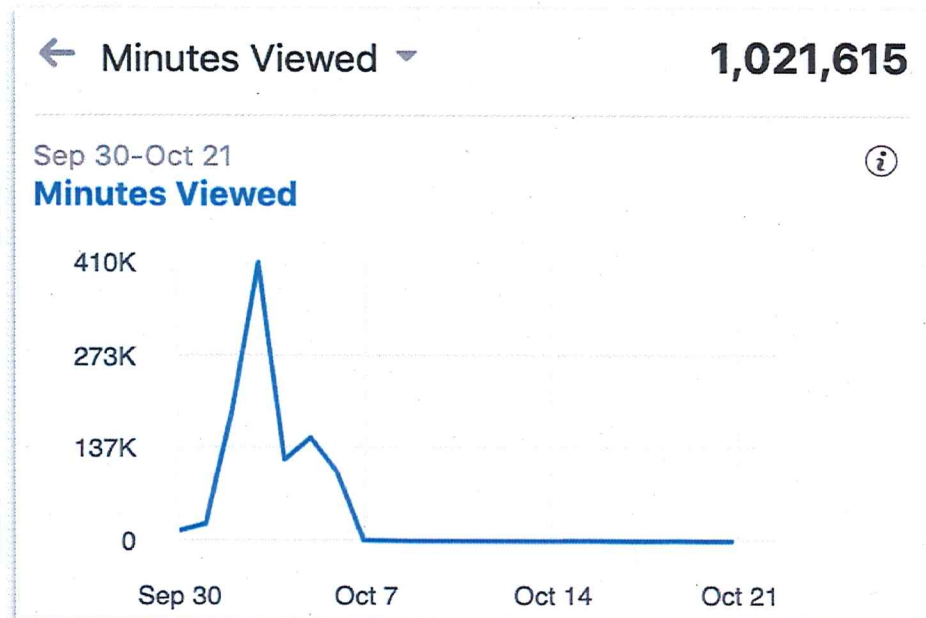
## EVENT WEEKEND REACH

10,510,000 PR Impressions  
837,900 Listening Engagements  
4,574,993 Listening Impressions  
15,622,893 Total



## TAHOE LIVE

Reach	3,908,775
Views	1,596,261
Mins Watched	1,021,615
Impressions	4,619,627
Engagement	8,410





Please describe your accommodations for this event.

ANSWER CHOICES	RESPONSES	
Did not stay overnight	9.09%	52
Hotel / motel	37.41%	214
Condo	6.64%	38
Bed & Breakfast	2.27%	13
Vacation home rental (Air B&B, VRBO, Homeaway, etc.)	29.37%	168
In a second home / vacation unit	2.97%	17
With friends / family who live in the area	4.90%	28
Tent / RV / camping	3.15%	18
Other (please specify)	4.20%	24
<b>TOTAL</b>		<b>572</b>





How many nights in total did you stay in the area on your trip?

ANSWER CHOICES	RESPONSES	
None	9.86%	56
1	10.04%	57
2	38.38%	218
3	24.12%	137
4	11.09%	63
5	4.23%	24
6 or more	2.29%	13
TOTAL		568



## How many people were with you in your immediate travel party (including yourself)?

ANSWER CHOICES	RESPONSES	
1 (by myself)	18.63%	106
2	30.58%	174
3	14.59%	83
4	14.59%	83
5	6.50%	37
6 or more	15.11%	86
<b>TOTAL</b>		<b>569</b>



## Where was your lodging located?

ANSWER CHOICES	RESPONSES	
Truckee	19.30%	111
Tahoe City	31.83%	183
Kings Beach	6.78%	39
Squaw Valley	26.61%	153
Incline Village	2.96%	17
Northstar	12.52%	72
<b>TOTAL</b>		<b>575</b>



## What is the likelihood that you'll return to North Lake Tahoe?

ANSWER CHOICES	RESPONSES	
Not likely to return	1.91%	11
Slightly likely to return	8.87%	51
Likely to return	32.00%	184
Extremely likely to return	57.22%	329
<b>TOTAL</b>		<b>575</b>





# Listening Insights for **Spartan WC**

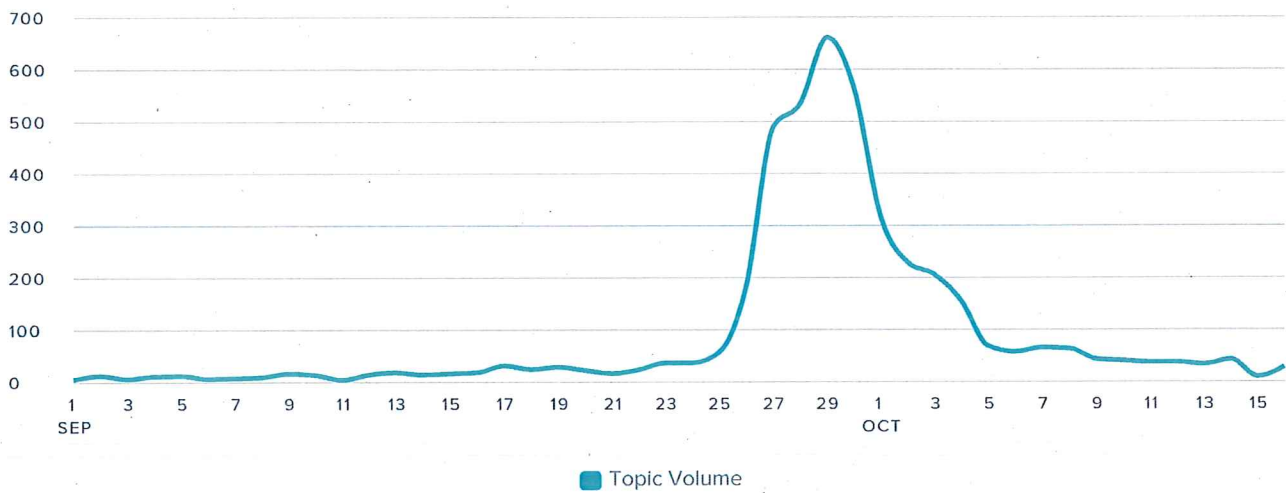
September 1, 2019 – October 16, 2019

Analyze messages, sentiment, keyword affinity and geolocation data.



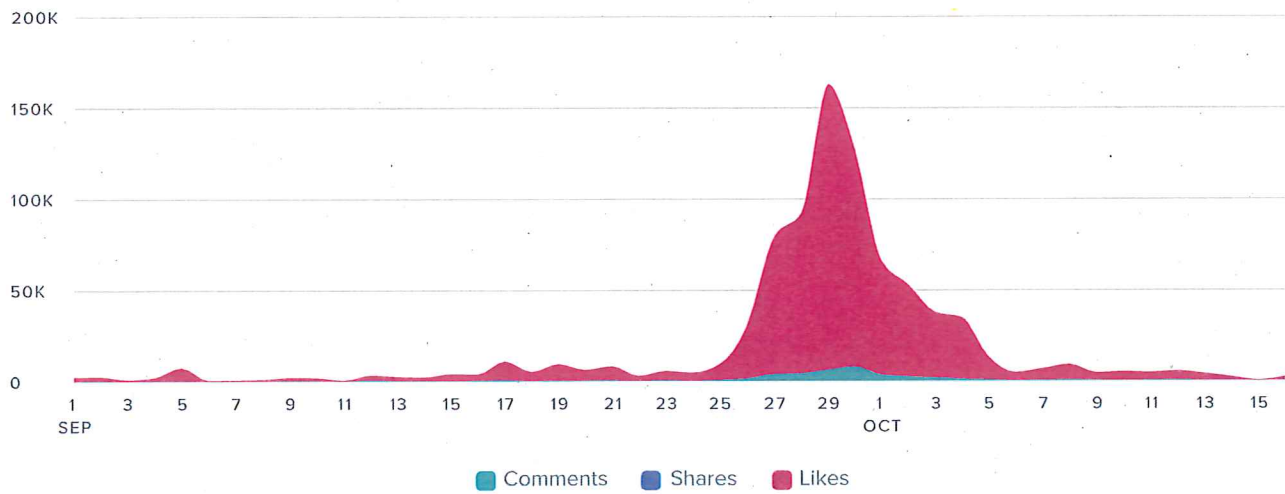
<p>Total Volume</p> <p> <b>4,261</b></p>	<p>Total Engagements</p> <p> <b>837.9k</b></p>	<p>Engagements Per Message</p> <p> <b>196.65</b></p>
<p>Potential Impressions</p> <p> <b>4.6m</b></p>	<p>Unique Authors</p> <p> <b>256</b></p>	<p>Positive Sentiment</p> <p> <b>69%</b></p>

Volume Total By Day



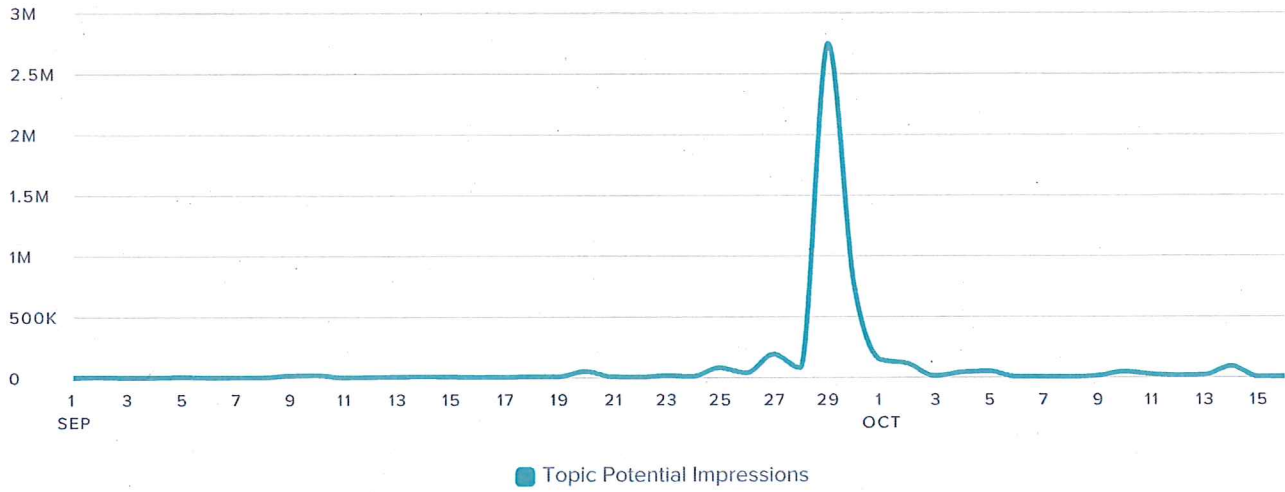
Volume Metrics	Totals	Trend
<b>Total Topic Volume</b>	<b>4,261</b>	-
<b>Avg. Messages Per Day</b>	<b>93</b>	-

Engagements by Engagement Type By Day



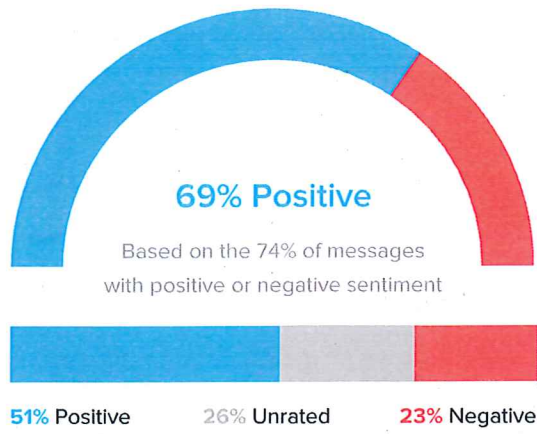
Total Engagement, by Engagement Type		Totals	Trend
<b>Total Engagements</b>		<b>837,922</b>	-
Comments		38,309	-
Shares		1,564	-
Likes		798,049	-
<b>Avg. Engagements Per Day</b>		<b>18,216</b>	-

Potential Impressions Total By Day



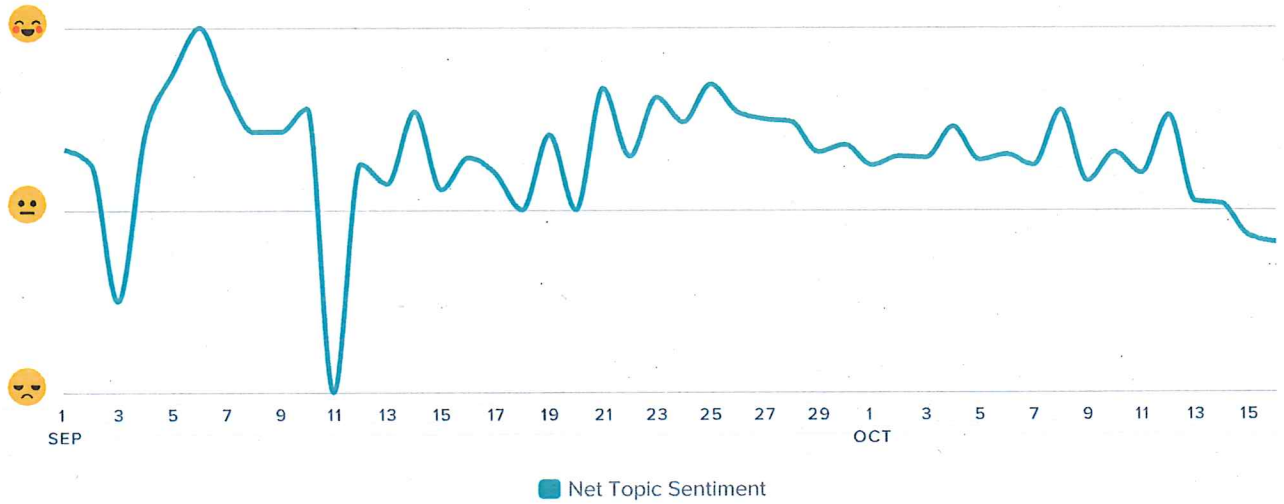
Potential Impressions Metrics	Totals	Trend
<b>Topic Potential Impressions</b>	<b>4,574,993</b>	-
<b>Avg. Potential Impressions Per Day</b>	<b>99,456</b>	-





🙄 Hang tight! We don't have enough data to compare yet.

🙄 Hang tight! We don't have enough data to compare yet.



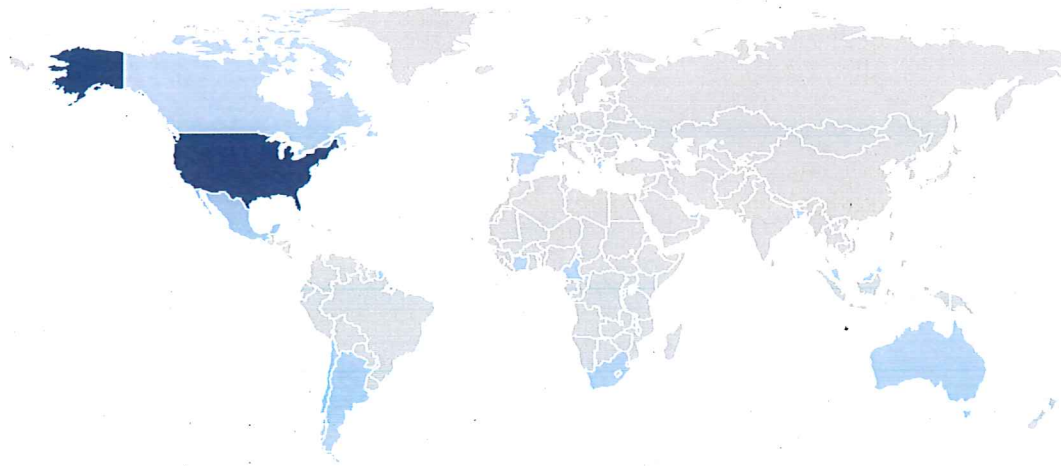
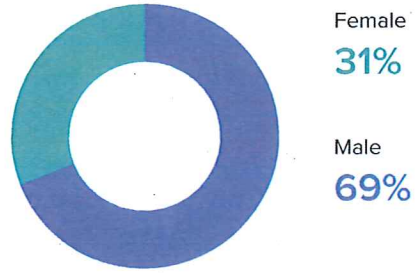


**Authors by Age**

0% of authors (0 out of 256) specified their age.

0-17	0%
18-24	0%
25-34	0%
35-44	0%
45-54	0%
55+	0%

**Authors by Gender**



Low Volume High Volume

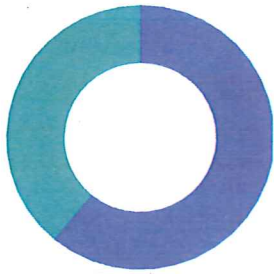
Top Countries

<b>United States</b>	176
<b>Mexico</b>	30
<b>Hong Kong</b>	8
<b>Qatar</b>	6
<b>Bangladesh</b>	5

Top Cities

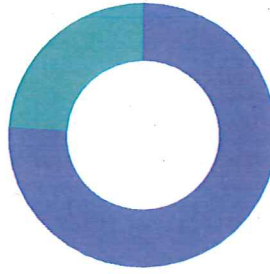
<b>Sunnyside-Tahoe, California, United States</b>	27
<b>Mexico City, Mexico City, Mexico</b>	26
<b>Miami, Florida, United States</b>	18
<b>Coronado, California, United States</b>	16
<b>Glendale, Colorado, United States</b>	14

Technology Breakdown



Mobile  
**39%**  
Web  
**61%**

Mobile Breakdown



Android  
**24%**  
iOS  
**76%**



**Comparison of Spartan Sponsorship Benefits**  
*North American Championship vs World Championship*

Facebook Live Analytics			
Difference		North America: Event Week	World Champs: Event Week
1% Decrease	Impressions - Race	16,295,310	16,500,621
57% Decrease	Views - Race	3,207,479	7,420,472
122% Increase	Impressions - Awards Show	64,061	28,831
15% Decrease	Views - Awards Show	12,056	14,117
1% Decrease	Total - Impressions	16,359,371	16,529,452
57% Decrease	Total - Views	3,219,535	7,434,589

ESPN Ratings		
Difference	North American	World Championships
71% Decrease for NA	122,742 Households	426,509 Households
68% Decrease for NA	.05 US HH Rating	.16 US HH Rating

Marketing Comparison: Pre-Race			
Difference		North American	World Championship
5% Decrease for NA	Unique Event Page Views	395,856	420,000
62% Decrease for NA	Digital Advertising Impressions	403,501	1,060,681
93% Decrease for NA	Social Advertising Impressions	1,243,701	19,900,000
90% Decrease for NA	Total	2,043,058	21,380,681

Marketing Comparison: Event Weekend			
Difference		North American	World Championship
87% Decrease for NA	Social Media Reach	8,400,000	66,000,000
76% Decrease for NA	Interactions	171,000	733,000
82% Decrease for NA	Impressions	889,789	4,900,000
87% Decrease for NA	Total	9,460,789	71,633,000

Marketing Comparison: Pre-Race & Event Weekend Combined			
Difference		North American	World Championship
88% Decrease for NA	Total Reach/Impressions	11,503,847	93,013,681

Registration					
Difference		North American	% of Total Racers	World Championship	% of Total Racers
17% Increase for NA	Total Racers	11,301		9,348	
34% Increase for NA	Traveled 200+ Miles	9,599	84.94%	7,085	75.79%



## MEMORANDUM

Date: October 23, 2019  
TO: NLTRA Tourism Development Committee  
FROM: Amber Burke, Dr. of Marketing  
RE: Fallon Multimedia – 19.20 Consultant Services Agreement

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### Action Requested:

Review and recommended approval to enter into a 1-year service agreement with Fallon Multimedia for website content services on GoTahoeNorth.com at the amount of \$51,000 annually, paid on monthly retainers of \$4,250.

### Background:

Fallon Multimedia, Shelley Fallon in particular, has been a consultant for the North Lake Tahoe Marketing Cooperative for a number of years in relation to website content for GoTahoeNorth.com. NLTRMC entered into a 3-year agreement with Fallon Multimedia in 2015 through 2018 and then entered into an extension through the end of the 18.19 fiscal year. The agreement terminated on June 30, 2019.

Per the NLTRA by-laws, when the NLTRA, with Board approval, determines that it is in the best interest of the organization and Placer County to renew a contract award from the previous contract period, based on satisfactory services and reasonable prices, to avoid the interruption of business and/or based on good business sense, staff can request being exempt from the competitive bidding process.

Staff recommends signing a 1-year agreement to complete the 19.20 fiscal year and then the contract and a possible RFP process can be re-evaluated for the 20.21 fiscal year.

### Fiscal Impact:

Contracted Amount: \$51,000 annually

- Approximate NLTRA Contribution (60%): \$30,600
- Approximate IVCBVB Contribution (40%): \$20,400



## north lake tahoe

Administering Agency: North Lake Tahoe Marketing Cooperative

Contract Description: GoTahoeNorth.com Website Content Manager

### **CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is made at Tahoe City, California, as of July 1, 2019 by and between the North Lake Tahoe Marketing Cooperative, ("NLTMC"), and Fallon Multimedia ("Consultant"), who agree as follows:

1. **Services:**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Attachment A, and Consultant's response to said document. Consultant shall provide said services at the time, place, and in the manner specified in Attachment A.

2. **Payment:**

NLTMC shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth. The payment shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to NLTMC in the manner specified in his Agreement. The amount of the contract shall not exceed Fifty-One Thousand Dollars (\$51,000), without advanced written approval from NLTMC. Monthly retainers of \$4,250 shall be paid within 30 days of invoice date which shall be on or around the first of each month.

3. **Facilities, Equipment and Other Materials, and Obligations of NLTMC:**

Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

4. **Attachments:**

All Attachments referred to herein will be attached hereto and by this reference incorporated herein.

5. **Time for Performance:**

Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Attachment A.2 shall constitute material breach of this contract.

6. **Independent Consultant:**

At all times during the term of this Agreement, Consultant shall be an Independent Consultant and shall not be an employee of the NLTMC. NLTMC shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this agreement. NLTMC shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

7. **Licenses, Permits, Etc.:**

Consultant represents and warrants to NLTMC that it has all licenses, permits, qualifications, and approvals of whatever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to NLTMC that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

8. **Time:**

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Insurance:**

Consultant shall file with the NLTMC a Certificate of Insurance, with companies acceptable to NLTMC, with a Best's Rating of no less than A-: VII showing the following coverage:

- General Business Liability Insurance

10. **Consultant Not Agent:**

Except as NLTMC may specify in writing Consultant shall have no authority, express or implied, to act on behalf of NLTMC in any capacity whatsoever as an agent. Consultant shall have no authority, express or implies, pursuant to this Agreement to bind NLTMC to any obligation whatsoever.

11. **Assignment Prohibited:**

Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of NLTMC, said approval to be in the sole discretion of NLTMC.

12. **Personnel:**

- A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the NLTMC, in its sole discretion, at any time during the term of this Agreement, desired the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from NLTMC of the desire of NLTMC for removal of such person or persons.
- B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Attachment A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the Project Team by Consultant without the prior written consent of NLTMC shall be grounds for cancellation of the Agreement by NLTMC, and payment shall be made pursuant to Section 14 (Termination) of this Agreement only for that work performed by Project Team members.

13. **Standard of Performance:**

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to NLTMC pursuant to this Agreement shall be prepared in substantial first class and



workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

**14. Effective Date and Term of Agreement:**

- A. This Agreement shall take effect as of July 1, 2019 and will expire on June 30, 2020. .
- B. This Agreement shall continue for a period of one (1) year ("Initial Term") from the Effective Date following which time the Agreement may be renewed for additional one (1) year terms ("Renewal Term") upon mutual agreement in writing.

**15. Termination:**

- A. NLTMC shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event NLTMC shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event NLTMC shall terminate this Agreement:
  - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - 2) NLTMC shall have full ownership and control of all writings delivered by Consultant pursuant to this Agreement.
  - 3) NLTMC shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by NLTMC as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Attachment B, and further provided, however, NLTMC shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to NLTMC such financial information as in the judgment of the NLTMC is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which NLTMC may have in law or equity.
- B. Consultant may terminate its services under this agreement upon sixty (60) working days' advance notice to the NLTMC.

**16. Non-Discrimination:**

Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 [et seq.](#)

**17. Competitive Bid Process:**

Should Consultant require services or support by a third party, totally greater than \$41,000 for the purposes of completing this contract, Consultant is required to notify NLTMC and may be required to utilize a competitive bidding process.

18. **Records:**

Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to NLTMC, and NLTMC shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until NLTMC is satisfied that work of such value has been rendered pursuant to this agreement. However, NLTMC shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

19. **Ownership of Information:**

All professional and technical information developed under this Agreement and work sheets, reports, and related data shall become the property of NLTMC, and Consultant agrees to deliver reproducible copies of such documents to NLTMC on completion of the services hereunder. The NLTMC agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

20. **Waiver:**

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

21. **Conflict of Interest:**

Consultant certifies that no official or employee of the NLTMC, nor any business entity in which an official of the NLTMC has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the NLTMC.

22. **Entirety of Agreement:**

This Agreement contains the entire agreement of NLTMC and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

23. **Alteration:**

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 14, Termination.

24. **Governing Law:**

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the NLTMC of Placer, State of California. Each party waives and Federal court removal and/or original jurisdiction rights it may have.

25. **Notification:**

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

NLTMC	FALLON MULTIMEDIA
Bonnie Bavetta	Shelly Fallon
NLTRA	15920 Thompson Lane
PO Box 1757	Reno, NV 89511
Tahoe City, CA 96145	
Phone 530-581-8726	Phone: 530-412-1259

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

**NORTH LAKE TAHOE RESORT ASSOCIATION, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

**INCLINE VILLAGE CRYSTAL BAY VISITOR BUREAU**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

**FALLON MULTIMEDIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Title: \_\_\_\_\_

# ATTACHMENT A

## Scope of Work

### Content Management Duties

The web content manager is in charge of over 3,000+ pages including listing, landing, events, and deals

### Overall Duties

- maintain the GTN website
- work with agencies on SEO best practices, understanding latest trends and keywords to improve site analytics
- communicate site issues and make recommendations on improvements and enhancements
- communicate with developers on how to update, use and manage the back end of GTN
- email/phone meetings on how to work within Word Press templates and problem solve
- create pages, new content sections, editing, and input on new ideas for the site
- work with several agencies on a monthly basis to upload and manage campaign content on pages
- work with staff to update all sections
- page production/design, asset gathering and copywriting under participation/approval of staff
- help staff members with edits, additions, and any training needed on the site
- keep staff updated on featured events located on the homepage
- fulfilling daily requests from staff, agencies, and additional outside sources such as community businesses, and developers
- answering phone calls/emails from outside businesses using the GTN site and helping upload/edit information

### Meetings

The web content manager attends phone and in-person meetings monthly. These meetings vary, and can include:

- phone-in for every other Thursday staff overview meeting
- Tourism Development monthly meetings (when needed)
- phone meetings with developers
- phone meetings with various agencies involved in the GTN product
- phone or in-person meetings with staff reporting
- provide a Tourism Development meeting report on monthly tasks
- provide a breakdown of average hours spent on web content management tasks (4) times per year or when task timeframes change

### Daily

#### GTN Daily Site Checks and Duties

- check site for any issues (feeds, correct downloading, image/header loads, typeface accuracy, etc.)
- fix broken links or add links to content
- create re-directs when needed
- update stale content including copy, imagery, and video assets
- check and update listing sections including checking missing boxes, or correcting any back end issues
- check and fix calendar of event issues such as double event listings, time and /recurring date issues
- report all issues noted so staff can submit requests to fix from the developers
- make suggestions regarding content needed or missing from the site



## **Site Sections**

### GTN Calendar of Events and Deals

- check calendar of events and deals sections daily, check submission carefully, fix any issues, and post events
- make sure all SEO opportunities are highlighted on the back end for each event and deal
- research and write copy for events, using SEO terms, when events are lacking in content
- research and find images/assets for events and deals when lacking content
- contact event and deal producers to obtain additional assets, and/or collect additional information if missing
- look for events and fill in the calendar when calendar is running light

### Listing and landing pages

- check pages to make sure all checked boxes and information is correct
- researching content and assets for pages
- create both listing and landing pages, working with staff to finals

### Image cropping, editing and Resizing (Photoshop Work)

GTN Images need to fit into several different pixel sizes. Below is a list of photo specifications that each image needs to be edited to according to the website image library sheet:

- 1280 x 650px | 1280 x 500px | 1280x400 | 300 x 300px | 640 x 840px | 640 x 440px |
- images may also need to be enhanced or retouched in Photoshop for better quality
- each image should have the photographer's name and size for quick search
- each image is uploaded to the GTN library

### Design

- create custom buttons and/or graphics for landing pages
- create landing page photo arrays
- design landing page sections with various page layouts

### Copywriting

- update stale content with current brand and SEO writing standards
- work with staff on improving and writing copy for landing page sections
- work with agencies on keywords and style

### Video

- research and upload current video for landing pages, front page, and event sections



## MEMORANDUM

Date: October 29, 2019  
TO: NLTRA Tourism Development Committee  
FROM: Katie Biggers, Event Specialist  
RE: 2020 WinterWonderGrass Squaw Sponsorship Contract

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### Action Requested:

Review and approval of an agreement with WonderGrass California to sponsor the 2020 WinterWonderGrass Squaw Music & Beer Festival taking place at Squaw Valley, March 27-29, 2019. NLTRA would sponsor the event with a \$15,000 cash sponsorship, and an additional \$2,500 earmarked towards transportation.

### Background:

- WinterWonderGrassSquaw helps fulfill the NLT commitment to have a diversified event portfolio as it contributes to the region both culturally and in the food and beverage category.
- WWG expanded their festivals in 2019 and added one in Stratton, Vermont.
  - Festivals are now in CO,CA, and VT all taking place at resorts within the Alterra collection.
- They have a great kids' zone with face painting, hula hooping, activities and more.
  - Kids 12 and under are free
- Environmentally conscious event – work with Waste Free Earth who specializes in onsite sustainability coordination and consulting strategies.
- Special ski offer for WWG ticket holders. With a festival ticket, attendees can purchase 3-days of skiing for \$199. Tickets are good from March 28<sup>th</sup> through the end of the season.
- We are utilizing our Friday WWG event tickets during our hosted MTS Pre-FAM event.

The event sold 5200 tickets in 2019 and the majority were 2/3-day tickets. The event drew 65% first time attendees, so the event continues to reach a new audience and drive new visitors to North Lake Tahoe. The producers of the event are in a multi-year agreement with Squaw Valley for 2019 and 2020.

### Fiscal Impact:

\$21,900

- \$15,000 – Cash Sponsorship
- \$ 2,500 – Earmarked towards Transportation
- \$400 – Tahoe City Banner Program
- \$4,000 – The Abbi Agency, Event Scope of Work (to assist with the in-kind obligation)

These funds are currently allocated for this event in the 19.20 Special Event Budget (Attachment A-2).

## 2019 WinterWonderGrass

*March 29 – 31, 2019*

*Location: Squaw Valley*

*Funded: \$15,000*

Attendance: 5,200

Avg. Economic Impact: \$795,262

Economic Impact ROI: 53:1

Media Exposure: National

### Results:

Overall the event was very successful in 2019. A new addition to the event was shuttle transportation from Truckee to Squaw Valley and Tahoe City to Squaw Valley which WWG coordinated and paid for. The evening shuttles were full and proved to be successful. It aligns with WWG's green initiatives along with regional efforts to minimize traffic and also offered safe options for guest who had been drinking at the event. Through our contract with The Abbi Agency, we were able to promote WinterWonderGrass through North Lake Tahoe's PR, social and content channels with a primary goal of driving ticket sales, showcasing the vertical of arts and culture (year-round), and bringing attention to North Lake Tahoe's natural backdrop. We hosted three journalists on-site at the event and secured 22 media placements including coverage on NBC Los Angeles, NBC Bay Area, NBC San Diego, 7x7 Magazine and Connect Meetings. We also did a Tahoe Treasure around WinterWonderGrass to promote the winter Arts & Culture scene.

# WinterWonderGrassSquaw

## Contract Summary

### Duration& Timing

- 1-Year Contract (March 2020 Event)
- Event Date: March 27-29, 2020
- Location: Squaw Valley

### Cash Sponsorship

- \$17,500 (\$2,500 earmarked for transportation support), with the sponsorship due no later than January 20, 2020.

### Growth/Additional Information

- Year six at SVAM. WinterWonderGrass Squaw helps fulfill the NLT commitment to have a diversified event portfolio as it contributes to the region both culturally and in the food and beverage category.
- WWG expanded their festivals in 2019 and added one in Stratton, Vermont. Festivals are now in CO,CA, and VT all taking place at resorts within the Alterra collection.
- Great kids' zone with face painting, hula hooping, activities and more.
  - Kids 12 and under are free
- Environmentally conscious event – work with Waste Free Earth who specialize in onsite sustainability coordination and consulting strategies
  - Over the past five years, WinterWonderGrass has proudly held an average diversion rate of 85%. Meaning 85% of the waste produced at the event is diverted away from landfills and into composting, recycling and donation initiatives.
- Special ski offer for WWG ticket holders. With a festival ticket, attendees can purchase 3-days of skiing for \$199. Tickets are good from March 27<sup>th</sup> through the end of the season.

### Key Sponsorship Terms

- NLTRA to receive
  - Inclusion of Sponsor's name and logo on the website home page as a presenting partner.
  - Sponsor information included in a minimum of two (2) WWG consumer emails prior to the event.
    - Content will be created collaboratively and approved by both parties.
  - Two (2) destination specific posts via WGC social media channels. Sponsor will provide content, and will be approved by both parties.
  - Sponsor shall be included in daily PA announcements from the stage during the Event.
  - Sponsor specific questions will be included in post-event survey to attendees, and WGC will provide response data to NLT.
  - Sponsor is granted ability to use the official WGC trademarks and logos in promotions, marketing material, website and the like.
  - Sponsor is granted full rights usage to at least 5 WGC images.
  - Inclusion of Sponsor's name and logo on limited-edition commemorative, eco-friendly beer mug
  - Logo inclusion in any promotional or recap videos
  - Sponsor shall receive (10) VIP 3-day tickets, (15) Friday GA, (15) Saturday GA, and (15) Sunday GA
- NLTRA to provide
  - Sponsor shall contribute \$17,500 in cash support for the Event (\$2,500 earmarked for transportation support), with the sponsorship due no later than January 20, 2020.
  - Public relations, content, marketing and social media assistance to promote the event to the North Lake Tahoe audience.
  - Ten street banners to be hung in Tahoe City two weeks prior to event through event conclusion. Event producers will produce the banners; sponsor will pay for banner space:



**Special Event/Sponsorship Budget**  
**July 2019 - June 2020**

Line Item	Date	Budget	Actual	Allocated (Not Yet Paid)
<b>Sponsorships</b>				
2019 Spartan World Championships	September 27 - 29, 2019	\$254,400	\$254,013	\$0
Cash Sponsorship		\$250,000	\$250,000	
The Abbi Agency		\$4,000	\$4,000	
Booth Staffing		\$400		
Media			\$13	
2020 Mountain Travel Symposium	March 28 - April 5, 2020	\$75,000	\$0	\$75,000
Sponsorship/Operation Costs		\$75,000		\$75,000
2020 WinterWonderGrass Tahoe	March 27 - 29, 2020	\$21,900	\$0	\$0
Cash Sponsorship		\$17,500		
Tahoe City Banners		\$400		
The Abbi Agency		\$4,000		
2019 Autumn Food & Wine Festival	September 20 - 22, 2019	\$37,495	\$34,648	\$0
Cash Sponsorship		\$30,000	\$30,000	
The Abbi Agency		\$4,000	\$4,000	
Swag		\$3,000	\$0	
ABC Special Event License		\$250	\$525	
Placer County Sherrif Processing Fee		\$120	\$105	
FedEX		\$25	\$18	
Booth Staffing		\$100		
Ticket Sales				
2020 Broken Arrow Skyrace	June 2020	\$25,400	\$0	\$0
Cash Sponsorship		\$25,000		
Booth Staffing		\$400		
2020 Tahoe Lacrosse Tournament		\$6,000	\$0	\$0
Cash Sponsorship		\$6,000		
4th of July Fireworks Sponsorship		\$20,000	\$0	\$0
2020 Tahoe City Fireworks		\$10,000		
2020 Kings Beach Fireworks		\$10,000		
2020 Wanderlust		\$37,500	\$0	\$0
Cash Sponsorship (2020)		\$30,000		
Swag - Essential Oils (2020)		\$3,000		
The Abbi Agency (2020)		\$4,000		
Booth Staffing (2019)		\$500		
New Event Development		\$30,000	\$0	\$0
Miscellaneous		\$30,000		
<b>Sponsorship Totals</b>		<b>\$507,695</b>	<b>\$288,662</b>	<b>\$75,000</b>
<b>Operations</b>				
Operations		\$8,000	\$1,411	\$0
Swag		\$8,000		
Handtruck			\$64	
Banners			\$384	
Barrier Jacket Banners			\$963	
<b>Operations Totals</b>		<b>\$8,000</b>	<b>\$1,411</b>	<b>\$0</b>
<b>Total Spend</b>		<b>\$515,695</b>	<b>\$290,073</b>	<b>\$75,000</b>

Approved Budget	\$515,695
Spent	\$290,073
Allocated (Not Yet Paid)	\$75,000
Remaining Budget	<u>\$150,622</u>

## WinterWonderGrass Squaw Music Festival EVENT SPONSORSHIP AGREEMENT

This EVENT SPONSORSHIP AGREEMENT (this "Agreement") is made and entered into between WonderGrass California, a Colorado limited liability company ("WGC"), and the NORTH LAKE TAHOE RESORT ASSOCIATION, INC., a California nonprofit corporation ("Sponsor") on October 18, 2019.

1. Event. WGC is the organizer, owner and operator of "WinterWonderGrass Festival Squaw" which will take place on March 27-29, 2020 at a location in Squaw Valley in Olympic Valley, Placer County, California at times as determined by WGC during the term of this Agreement (the "Event"). Sponsor desires to obtain, and WGC desires to grant, sponsorship rights to the Event, as set forth in this Agreement.

2. Obligations of WGC to Sponsor:

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

- a) Inclusion of Sponsor's name and logo on the website home page as a presenting partner.
- b) Sponsor information included in a minimum of two (2) WWG consumer emails prior to the event.  
Content will be created collaboratively and approved by both parties.
- c) Two (2) destination specific posts via WGC social media channels. Sponsor will provide content, and will be approved by both parties.
- d) Sponsor shall be included in daily PA announcements from the stage during the Event.
- e) Sponsor specific questions will be included in post-event survey to attendees, and WGC will provide response data to NLT.
- f) Sponsor is granted ability to use the official WGC trademarks and logos in promotions, marketing material, website and the like.
- g) Sponsor is granted full rights usage to at least 5 WGC images.
- h) Inclusion of Sponsor's name and logo on limited-edition commemorative, eco-friendly beer mug for the Event.
- i) Logo inclusion in any promotional or recap videos
- j) Sponsor shall receive (10) VIP 3-day tickets, (15) Friday GA, (15) Saturday GA, and (15) Sunday GA
- k) Prior to the Event, Producer will procure and maintain, through the end of the Event, liability insurance in amounts not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate that provides coverage for the Event. WGC will name Sponsor, its members, directors, officers, employees, agents, attorneys, representatives and volunteers as additional insureds on said policy or policies and provide Sponsor with an endorsement or endorsements to said policy or policies evidencing such coverage.
- l) Should the Event be canceled or postponed for a period of six months or more after the above-stated Date of Event, immediately upon such cancellation or postponement, WGC shall return to Sponsor all the sponsorship funding which has not been spent by WGC. Upon cancellation or postponement, Sponsor's obligations to WGC per this Agreement shall terminate.

3. Obligations of Sponsor to Producer/Event:

- a. Sponsor shall contribute \$17,500 in cash support for the Event (\$2,500 earmarked for transportation support), with the sponsorship due no later than January 20, 2020.
- b. Public relations, content, marketing and social media assistance to promote the event to the North Lake Tahoe audience.
- a. Ten street banners to be hung in Tahoe City two weeks prior to event through event conclusion. Event producers will produce the banners; sponsor will pay for banner space.

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

4. Economic Impact Assessment WGC and Sponsor shall work together to share available information and data to develop an economic impact analysis of the Event.
5. Use of Intellectual Property by Sponsor. Sponsor hereby acknowledges and agrees that (i) all right, title and interest in the name, logos, trademarks, copyrights and other intellectual property rights of WGC (collectively, "WGC Properties"), including, without limitation, the Event Marks; the Event; and all accounts, descriptions, pictures, videos, audio, reproductions, recordings, memorialization or other information concerning or in connection with the Event, belongs exclusively to WGC, (ii) Sponsor may use WGC Properties only in the manner and for the uses expressly permitted hereunder, and upon expiration or termination of this Agreement, all rights of Sponsor to use such WGC Properties shall immediately cease, (iii) Sponsor will not adopt or use any term, work, mark or designation which is in any respect confusingly similar to WGC Properties, (iv) all uses of WGC Properties by Sponsor, and all goodwill therefrom, inure to the benefit of WGC, (v) any permitted use of WGC Properties may be used only to indicate a sponsor relationship with the Event and will use ownership marks (such as ® or ™) and designations (such as "An Official Sponsor") as directed by WGC, and (vi) Event Marks must be used in a complete format, and no abbreviated uses are permitted.
6. Use of Sponsor's Intellectual Property by WGC. WGC hereby acknowledges and agrees that (i) all right, title and interest in the name, logos, trademarks, copyrights and other intellectual property rights of Sponsor, including, without limitation, web addresses, social hashtags and social handles (collectively "Sponsor Property"), belong exclusively to Sponsor, (ii) WGC is hereby provided a limited license to use Sponsor Property only in the manner and for the uses expressly permitted hereunder, and upon expiration or termination of this Agreement, all rights of WGC to use Sponsor Property shall immediately cease, (iii) WGC will not adopt or use any term, work, mark or designation which is in any respect confusingly similar to Sponsor Property, (iv) all uses of Sponsor Property by WGC, and all goodwill therefrom, inure to the benefit of Sponsor and (v) any permitted use of Sponsor Property 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 Sponsor.
7. Relationship of the Parties. The relationship of Sponsor and WGC hereunder shall be solely that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, joint venture or any relationship other than that of independent contractors. Sponsor and WGC acknowledge and agree that each of them is engaged in a separate and independent business and neither shall state, represent or imply any interest in or control over the business of the other.
8. Indemnity. WGC agrees to defend, indemnify and hold harmless Sponsor, its members, directors, officers, employees, agents, attorneys, representatives and volunteers, from and against any and all expenses, liabilities, damages and claims ("Claims") arising from WGC's use of the sponsorship funding provided under this Agreement or from any other term or provision of the Agreement, including without limitation, all attorneys, accountants, and other professional fees incurred by Sponsor in defense of any action, suit or other proceeding which may be brought against the Sponsor as a result of any action or inaction of WGC, and WGC further agrees that it will pay or satisfy any judgment which may be rendered against Sponsor arising from such claims.

9. Governing Law, Venue and Attorney Fees. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any lawsuit, proceeding or other attempt to enforce, construe or to determine the validity of this Agreement shall be commenced and maintained only in the Superior Court in and for the County of Placer, State of California. In any lawsuit, proceeding or other attempt to enforce, construe or to determine the validity of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, costs, expert witness fees, fees of consultants and court costs incurred in connection therewith, in addition to any other relief awarded.

10. Sole Agreement/Amendment: This Agreement represents the entire agreement between Association and WGC and supersedes any and all or prior agreements, negotiations or proposals related to the subject matter of this Agreement. This Agreement shall not be amended except by written agreement signed by both parties. No consent to any departure by WGC from the limitations on use of the Funding contained in this Agreement shall be effective unless in writing and signed by an officer of Association and then only in the specific instance and for the specific purpose given.

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

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

NORTH LAKE TAHOE RESORT ASSOCIATION, INC.

WonderGrass California, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Overall notes:**

- 618 total responses this year
- Had 456 last year
- Charts on the left are for this year – with comparisons from last year on the right

# 2019 WinterWonderGrass - Squaw

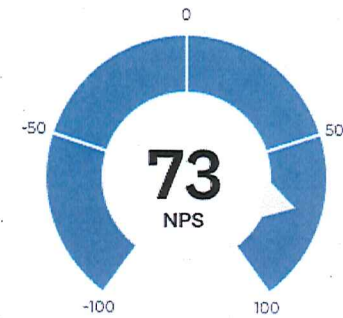
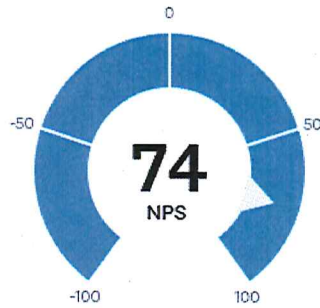
Tuesday, April 23, 2019

**618 Total Responses**

## Q2: How likely is it that you would recommend the WinterWonderGrass festival to a friend or colleague?

Answered: 606 Skipped: 12

• No change in NPS YOY

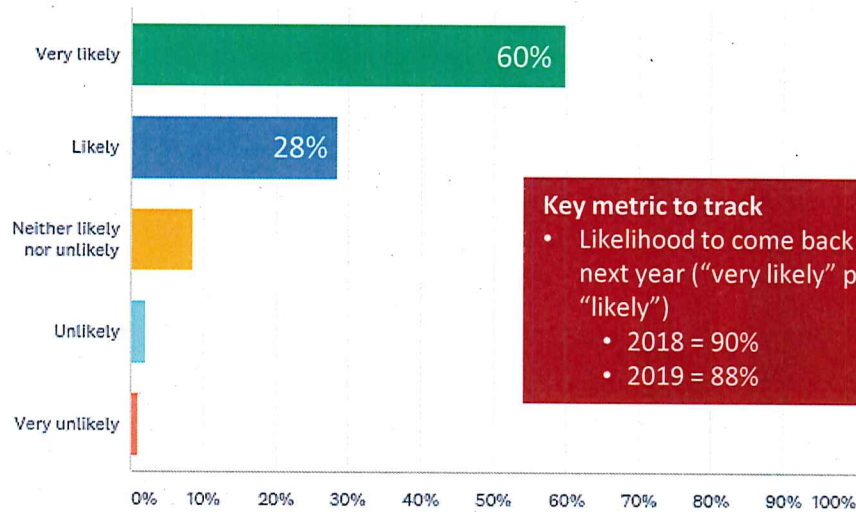


DETRACTORS (0-6)	PASSIVES (7-8)	PROMOTERS (9-10)	NET PROMOTER® SCORE
4% 22	19% 115	77% 469	74

DETRACTORS (0-6)	PASSIVES (7-8)	PROMOTERS (9-10)	NET PROMOTER® SCORE
5% 22	17% 77	78% 357	73

# Q9: How likely are you to return for WinterWonderGrass in Tahoe in 2020?

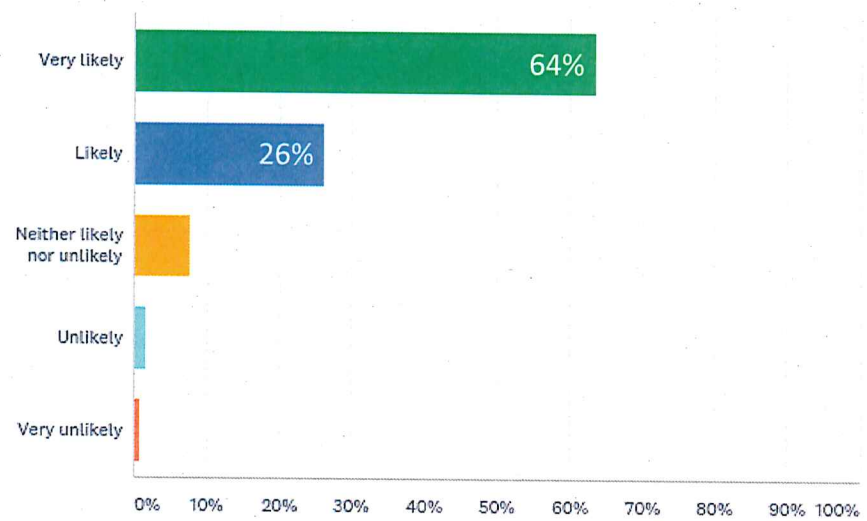
Answered: 606 Skipped: 12



**Key metric to track**

- Likelihood to come back next year ("very likely" plus "likely")
  - 2018 = 90%
  - 2019 = 88%

ANSWER CHOICES	RESPONSES	
Very likely	59.90%	363
Likely	28.38%	172
Neither likely nor unlikely	8.58%	52
Unlikely	2.15%	13
Very unlikely	0.99%	6
TOTAL		606

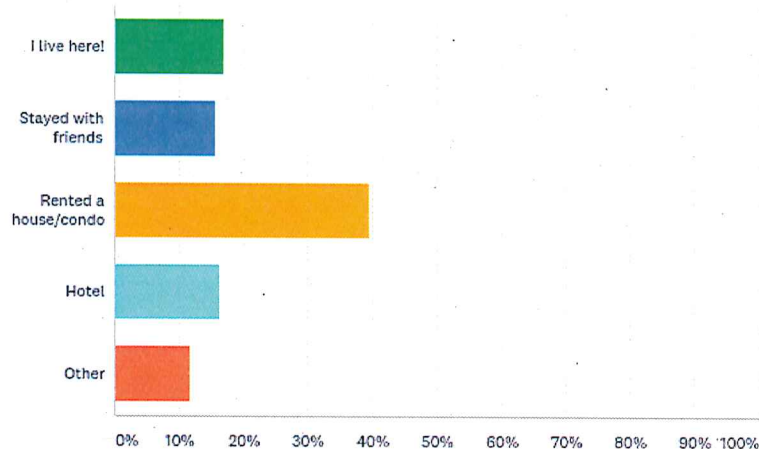
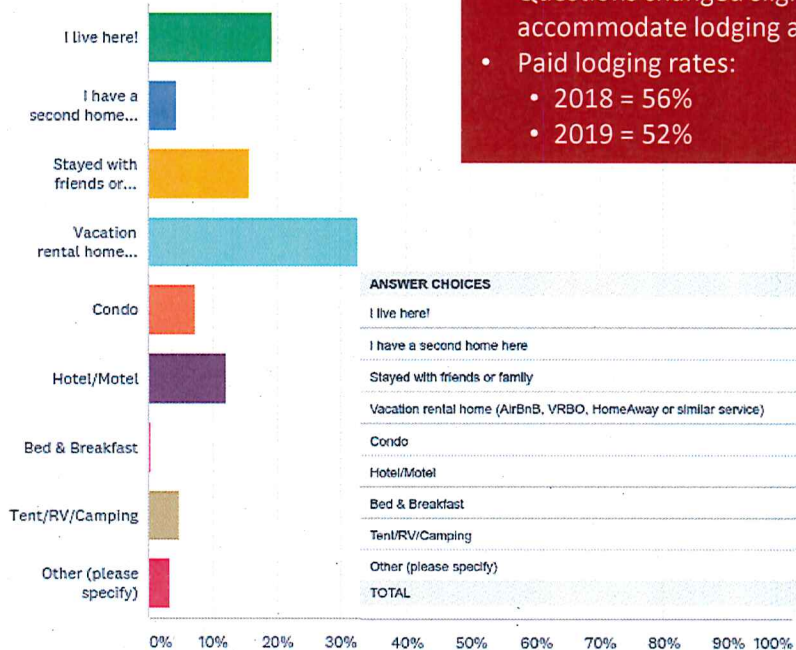


ANSWER CHOICES	RESPONSES	
Very likely	63.60%	290
Likely	26.10%	119
Neither likely nor unlikely	7.68%	35
Unlikely	1.75%	8
Very unlikely	0.88%	4
TOTAL		456

# Q15: What best describes your lodging for the festival weekend?

Answered: 605 Skipped: 13

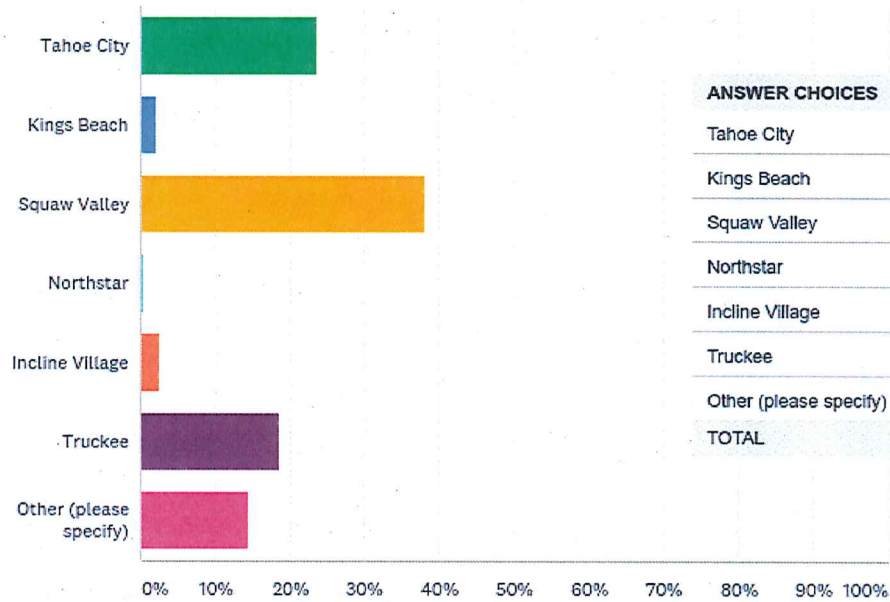
- Questions changed slightly to accommodate lodging association
- Paid lodging rates:
  - 2018 = 56%
  - 2019 = 52%





## Q16: Where was your lodging located?

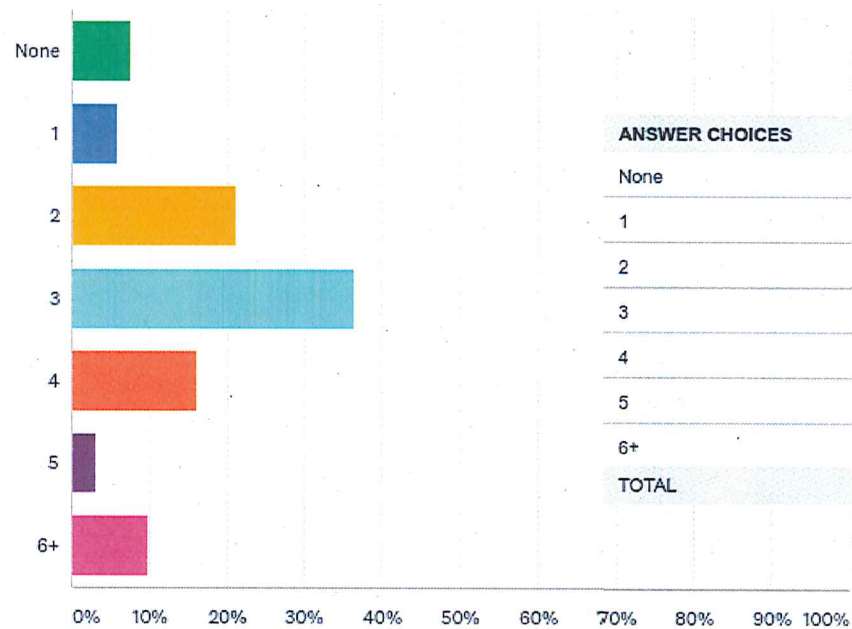
Answered: 600 Skipped: 18



ANSWER CHOICES	RESPONSES
Tahoe City	23.67% 142
Kings Beach	2.17% 13
Squaw Valley	38.17% 229
Northstar	0.33% 2
Incline Village	2.50% 15
Truckee	18.67% 112
Other (please specify)	14.50% 87
TOTAL	600

## Q17: How many nights did you stay?

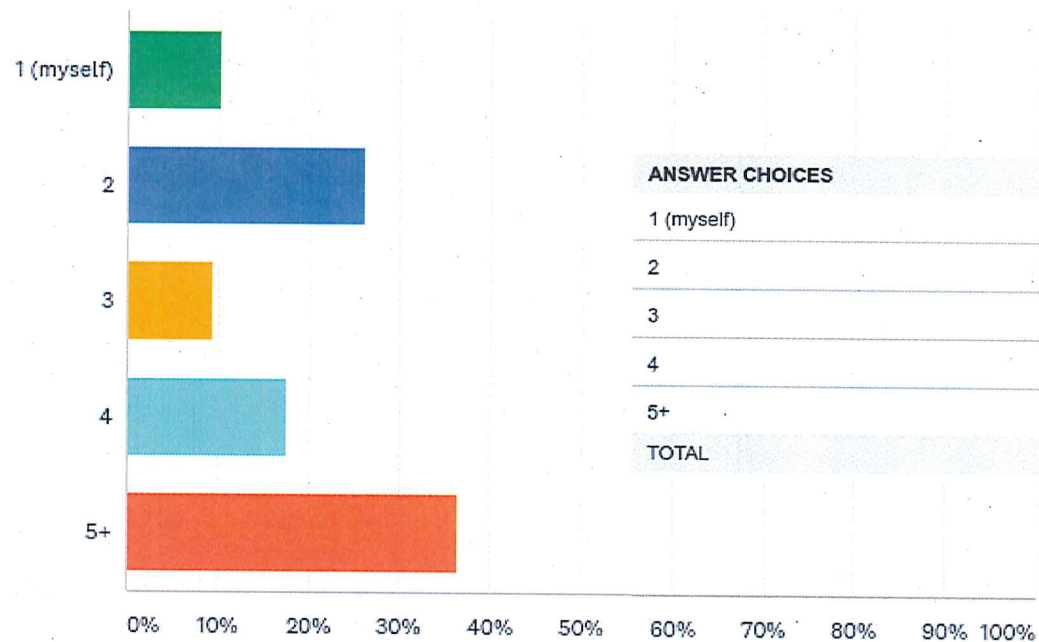
Answered: 599 Skipped: 19



ANSWER CHOICES	RESPONSES
None	7.51% 45
1	5.84% 35
2	21.20% 127
3	36.39% 218
4	16.03% 96
5	3.17% 19
6+	9.85% 59
TOTAL	599

## Q18: How many people were in your immediate travel party?

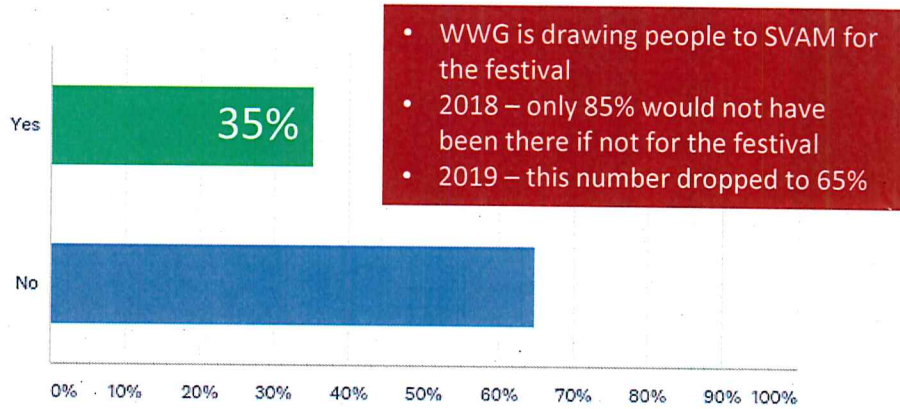
Answered: 601 Skipped: 17



ANSWER CHOICES	RESPONSES
1 (myself)	10.32% 62
2	26.12% 157
3	9.48% 57
4	17.64% 106
5+	36.44% 219
TOTAL	601

## Q21: If not for the WinterWonderGrass, would you have been in Tahoe the weekend of the festival?

Answered: 604 Skipped: 14



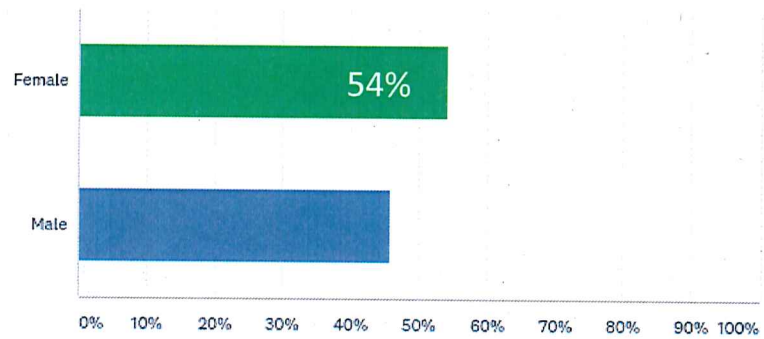
ANSWER CHOICES	RESPONSES
Yes	35.10% 212
No	64.90% 392
TOTAL	604

ANSWER CHOICES	RESPONSES
Yes	14.95% 68
No	85.05% 387
TOTAL	455

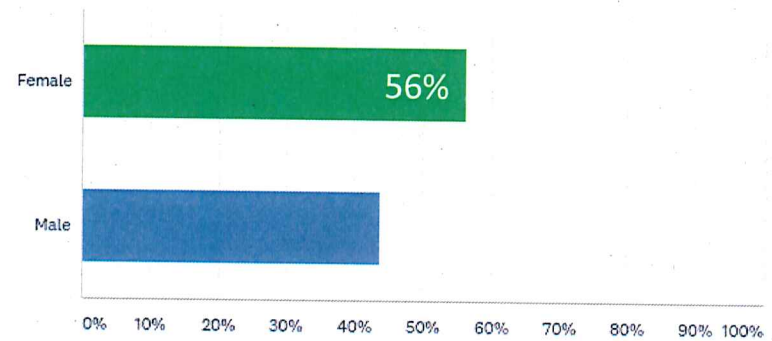


## Q51: What is your gender?

Answered: 595 Skipped: 23



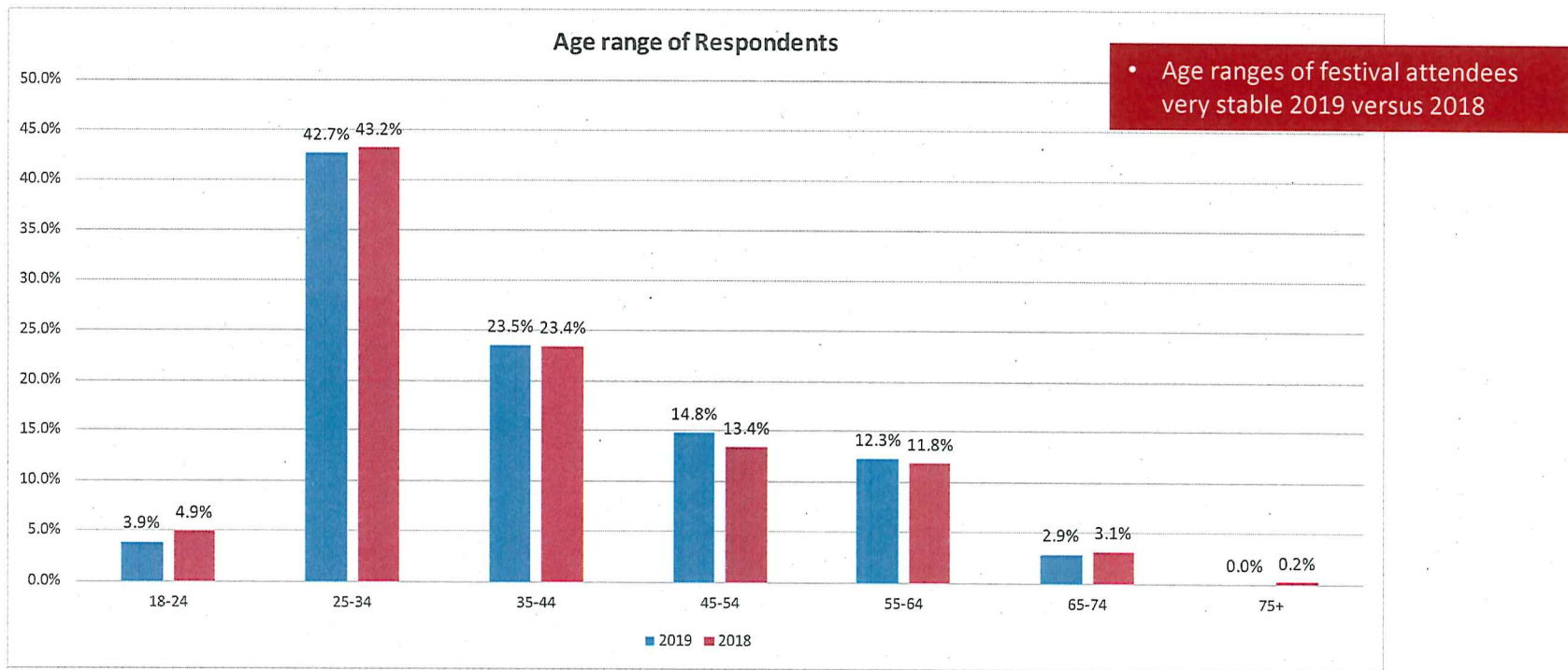
ANSWER CHOICES	RESPONSES
Female	54.29% 323
Male	45.71% 272
TOTAL	595



ANSWER CHOICES	RESPONSES
Female	56.35% 253
Male	43.65% 196
TOTAL	449

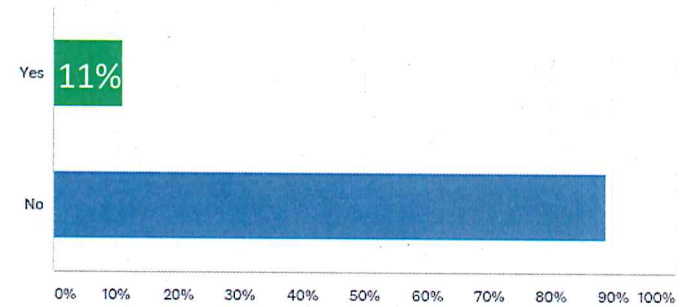
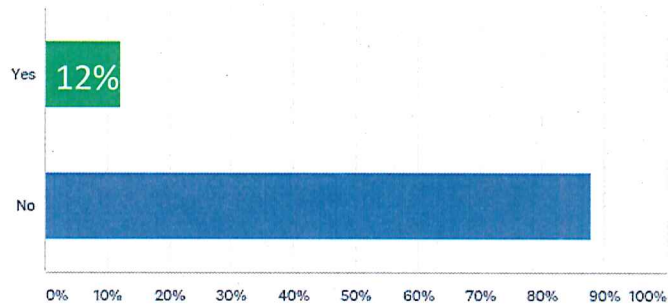
## Q52: What is your age?

Answered: 595 Skipped: 23



## Q53: Were there children under the age of 13 in your festival party?

Answered: 594 Skipped: 24



# The North Lake Tahoe Resort Association Tourism Development Committee is looking for new members!

Now's your chance to have a seat at the table and become a voting member of the NLTRA Tourism Development Committee. At the end of each year, three (3) seats from the committee open up and we are currently looking for interested community members to join for the January 2020 to December 2020 term.

The Tourism Development Committee is a crucial component of the NLTRA organization and members offer their expertise and advise to ensure the regional marketing, PR and sales efforts fulfill the organizational mission of promoting tourism and benefiting business through efforts that enhance the economic, environmental, recreational and cultural climate of the area.

#### Term:

- January 2020 – December 2020  
(1-year term)

#### Obligations:

- Monthly Committee Meeting (typically the last Tuesday of the Month from 2pm to 4pm)

#### Benefits:

- Guide the North Lake Tahoe marketing, public relations and sales strategy
- Make recommendations on event sponsorships in the region
- Collaborate with other influential community members

If interested, please submit a letter of interest and your resume to Anna Atwood, [anna@gotahoenorth.com](mailto:anna@gotahoenorth.com), by November 5<sup>th</sup>. All applications will be reviewed by the NLTRA Board of Directors who will appoint the new members at their December board meeting. New committee members will be selected based on marketing/PR/sales experience (highest priority), type of business affiliation, and geographic representation to ensure the community is well represented.

Please feel free to reach out to any of the following NLTRA staff members with questions.

- Amber Burke, Director of Marketing, [amber@gotahoenorth.com](mailto:amber@gotahoenorth.com)
- Liz Bowling, Director of PR & Communications, [liz@gotahoenorth.com](mailto:liz@gotahoenorth.com)
- Sarah Winters, Director of Sales, [sarah@gotahoenorth.com](mailto:sarah@gotahoenorth.com)



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#### Term:

- January 2020 – December 2023  
(3-year term)

#### Obligations:

- Monthly Committee Meeting (typically the last Tuesday of the Month from 2pm to 4pm)

#### Benefits:

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