



MEMORANDUM

Date: March 11, 2020
TO: NLTRA Board of Directors
FROM: Katie Biggers, NLTRA Event Specialist
RE: Big Blue Adventure Sponsorship Request

Action Requested:

Review and approve sponsorship of the Big Blue Adventure Race Series - Contract for \$30,000

Background:

Big Blue Adventure was founded in 2003, it is a California based production company that has designed, created, produced, managed, and marketed over 200 endurance sport and special events. The North Lake Tahoe Marketing Cooperative has sponsored this series for a number of years.

Big Blue Adventure - Race Series - \$30,000

- Big Blue Adventure is requesting a \$30,000 sponsorship for the 2020 Race Series.
- Last year, we sponsored the event at \$35,000, and the NLT Marketing Cooperative Event Sponsorship economic impact ROI on Funding was: 23
- There are 20 races in this series. Last year there were 4004 registrations in NLT Marketing Cooperative sponsored events producing an estimated economic impact of \$816,000
- Participants: Race Applicants represented 41 states and 23 countries.
- Growth is forecasted to remain strong in the trail running sector and other experiential events, i.e. Expedition Racing.

Fiscal Impact:

- \$30,000

Big Blue Adventure – 2020 Race Season EVENT SPONSORSHIP AGREEMENT

This EVENT SPONSORSHIP AGREEMENT (this “Agreement”) is made and entered into between Big Blue Adventure, LLC (“Producer”), and the North Lake Tahoe Marketing Cooperative, a d.b.a. of the North Lake Tahoe Resort Association, LLC, a California nonprofit corporation (“Sponsor”).

1. Event. Big Blue Adventure, LLC is the organizer, owner and operator of a series of human-powered sports races/events which will take place June 2020 through October 2020 at various locations in North Lake Tahoe (the “Event”). Sponsor desires to obtain, and Producer desires to grant, sponsorship rights to the Event, as set forth in this Agreement.
2. Obligations of Producer/Event to Sponsor: Sponsor will be incorporated into the Event marketing and will receive the following benefits:

Events included in 2020 Season Sponsorship:

- Truckee Running Festival: Waddle Ranch Trail Half, Legacy 5K & 10K – May 31 Truckee
- Squaw Valley Half and Run to Squaw 8 Miler
- Lake Tahoe Mountain Bike Race
- Burton Creek Trail Runs: 1/2 marathon, 6 & 12k
- XTERRA Tahoe City Tahoe City Swim
- Run to The Beach
- Big Chief 50K
- Donner Lake Kids Triathlon
- Donner Lake Triathlon
- Alpine Fresh Water Swim
- Truckee Half Marathon & 5K
- Marlette 50K and 10 Miler
- XTERRA Trail Run 5K & 10K
- XTERRA Lake Tahoe
- Lake Tahoe Open Water Swim
- Lake Tahoe Triathlon
- Emerald Bay Trail Run
- Leaderhosen 5K
- Great Trail Race

Benefits Include:

- Advertising: Promotional placement on select print, radio, digital and event collateral
- Digital Strategy: Promotional placement on all associated event pages (home, sponsor)
 - Cobranded participant event digital photos for select events.
 - Link, logo and regional content inclusion in select/appropriate email blasts (approx. 40/season)
 - Inclusion in social media posts throughout season
- Merchandising: Logo on event t-shirts
- On-Site Exposure: Logo on event finish arch

- Opportunity to provide a branding NLT tent to be used during events
- Opportunity for NLT to staff a tent at events with regional information
- NLT collateral will be displayed and available to participants on-site
- Public address announcements – scripted exclusively for the event
- VIP Hospitality: Full access to all event functions (welcome party, awards ceremony, clinics)
 - Complimentary event entries
 - Official event merchandise
- Assets: Use of photography and video assets
 - Sponsor will have the right to event video and still photography for advertising and commercial use.
 - Sponsor agrees to not use the photography and video assets for any promotion, advertising, or editorial for events or properties that compete with events owned and operated by Producer.
- Season Recap
 - BBA will include NLT specific questions in all post-event surveys
 - BBA will provide a full season recap within 45 days of the final event
- Added Value:
 - Right to the event logos for advertising and promotional use
 - First right of refusal for following sponsor term, exclusive negotiation period

3. Obligations of Sponsor to Producer/Event:

- a) Sponsor shall provide a \$30,000 cash sponsorship to the Event.
- b) NLT will incorporate BBA messaging into NLT content and social media channels when relevant
- c) For any and all joint marketing efforts to promote the Event, both organizations will work together on the materials and will have joint approvals.
- d) List Event on the event calendar on the NLTRA website (www.GoTahoeNorth.com).
- e) Producer will provide Sponsor an acceptable Certificate of Insurance naming Sponsor as an additional insured (\$1,000,000 per occurrence, \$2,000,000 general aggregate).

4. Economic Impact Assessment. Big Blue Adventure, LLC and Sponsor shall work together to share available information and data to develop and economic impact analysis of the Event.

5. Use of Producer's 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 Producer, including, without limitation, the Event Marks; the Event (collectively "Producer Property"); and all accounts, descriptions, pictures, videos, audio, reproductions, recordings, memorialization or other information concerning or in connection with the Event, belong exclusively to Producer, (ii) Sponsor is hereby provided a limited license to use Producer Property 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 Producer Property shall immediately cease, (iii) Sponsor will not adopt or use any term, work, mark or designation which is in any respect confusingly similar to Producer Property, (iv) all uses of Producer Property by Sponsor, and all goodwill therefrom, inure to the benefit of Producer, (v) any permitted use of Producer Property may be used only to indicate a sponsor relationship with the Event and/or for event promotions across Sponsor marketing and PR channels, and will use ownership marks (such as ® or ™) and designations (such as "An Official Sponsor") as directed by Producer, 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 Producer. Producer 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) Producer 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 Producer to use Sponsor Property

shall immediately cease, (iii) Producer 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 Producer, 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 Producer 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 Producer 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. Producer 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 Producer'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 Producer, and Producer 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 Sponsor and Producer 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 Producer from the limitations on use of the Funding contained in this Agreement shall be effective unless in writing and signed by an officer of Sponsor 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.

By: _____

Name: _____

Title: _____

Date: _____

BIG BLUE ADVENTURE, LLC

By: _____

Name: _____

Title: _____

Date: _____