



north lake tahoe

Chamber | CVB | Resort Association

TOURISM DEVELOPMENT MEETING

Date: Tuesday, August 25, 2020

Time: 2:00 – 4p.m.

Location: Virtual Zoom Meeting

NLTRA Mission

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

[Cite your source here.]

Committee members: Chair: **Becky Moore**, Granite Peak Management | Vice Chair: **Christine Horvath**, Squaw Alpine
Amber Kennedy, Tahoe Getaways | **Judith Kline**, Tahoe Luxury Properties
Lisa Nigon, Homewood Mountain Resort | **Brit Crezee**, Sotheby's Intl' Realty | **Susan Redding**, Hyatt Regency, Lake Tahoe
Tyler Gaffaney, Tahoe Biltmore | **Wendy Hummer**, EXL Media
Carlynnne Fajkos, Tahome Marketing | NLTRA Board Member: **Brett Williams**, Agate Bay Realty
Advisory Board Member: **Erin Casey**, Placer County

Join Zoom Meeting

<https://us02web.zoom.us/j/88507717726?pwd=NWFOQmtHTnJDNWVhVQVdpOWI1YWwErUT09>

Meeting ID: 885 0771 7726

Passcode: 973448

+1 669 900 9128 US (San Jose)

AGENDA

1. Call to Order – Establish Quorum
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.
3. **Agenda Amendments and Approval**
4. **Approval of Tourism Development Meeting Minutes from June 23, 2020** **Page 1**
5. **Action Items:**
 - a. **Discussion and possible approval of an event sponsorship for the 2021 North American Spartan Championships at Squaw Valley - Katie Biggers & Cherie Bortnick (20 mins)** **Page 4**
6. Virtual Event Sponsorship Policy Discussion - Katie Biggers (20 mins) **Page 39**
7. Consumer Marketing Recovery Campaign Overview - Augustine Agency Team (20 mins) **Page 42**
8. Consumer Social Media & Content Update - Abbi Agency Team (10 mins) **Page 55**
9. Departmental Reports (The following reports are provided on nltra.org monthly and can be pulled for discussion by any committee member. Click [here](#) for reports)
 - Conference Sales
 - Leisure Sales
 - Events
 - Social Media - The Abbi Agency
 - Public Relations & Communications - Liz Bowling

- Advertising - Augustine Agency
10. Standing Reports (located on nltra.org; [here](#))
 - Destimetrics Report
 - Conference Activity Report
 - Lodging Referral Report
 11. Committee Member Comments
 12. Adjournment

This meeting is wheelchair accessible

Posted online at www.nltra.org



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Tourism Development Meeting Draft - Meeting Minutes – Tuesday June 23, 2020

The Tourism Development Meeting was held via Zoom video conferencing.

Committee Members that joined via teleconference: Becky Moore, Christine Horvath, Amber Kennedy, Judith Kline, Lisa Nigon, Brit Crezee, Tyler Gaffaney, Wendy Hummer, Carlynne Fajkos, Susan Redding

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

Others in attendance: Kylee Bigelow, Alyssa Reilly

1. Meeting called to order at 2:07pm
2. Public Comment: None
3. **Agenda Amendments and Approval**
Motion to approve the agenda with moving item 8. Budget Update to after item 4.
HUMMER/HORVATH/UNANIMOUS
4. **Approval of meeting minutes from May 26, 2020**
Motion to approve the meeting minutes from May 26, 2020. KLINE/CREZEE/UNANIMOUS
5. **Budget Update**
NLTRA's budget was approved by County of Placer and equal to last year's budget, plus a 3% increase. Jeff shared there are some realignments as we are moving into a new fiscal year, in addition to dealing with the pandemic.

The Marketing Cooperative Budget is underspent significantly, about \$400K from the FY 19/20 budget. The NLTRA's contribution to the Marketing Cooperative will go down for FY 2020/21 but it will still have the same or usual budget amount to spend. The extra dollars in the NLTRA budget will be held for opportunities.

Amber ask that Bonnie clarify roll-overs to the committee members. Bonnie shared that anything unspent in the Marketing Cooperative budget is rolled over to the next fiscal year. The Resort Association's budget anything unspent typically goes back to the County of Placer. This year there is also unspent money within the Resort Association's budget mostly due to canceled events. Bonnie stated the organization can petition to keep some dollars if needs are identified, but the money in this budget is not automatically rolled over to next fiscal year. This year is a bit different due to the pandemic.

6. **Action Items:**
Katie brought up the event landscape is quickly changing due to the pandemic and event producers are being creative about coming up with new ideas. This does warrant a bigger discussion with events going virtual and the need to look at new metrics. Amber and Katie will investigate guidelines with events moving forward.

Comments:

- Wendy questioned what were the primary guidelines for normal events? Amber share the main driver is the "heads in beds" but the organization also looks to generate PR and marketing for the region.
- Wendy emphasized the need to look at the guidelines and is the money being used to promote the destination out-of-market or are the funds being used for the expenses of the events? Maybe a metric could be how many impressions they generate out-of-market.

a) **Tahoe City Downtown Association Scavenger Hunt Event Sponsorship request for \$10,000**

Kylee and Kendall reviewed their Tahoe City Adventure Games presentation with the committee members. TCDA is looking for approval for their town wide Scavenger Hunt app. Within the 19/20 fiscal year, NLTRA committed to funding TCDA with \$10,000 in sponsorship funds towards their Fourth of July Firework show. Fireworks were officially canceled in May. No funds were dispersed. TCDA has canceled all their signature events for the summer and is hoping NLTRA will support the online Scavenger Hunt.

Kylee and Kendall shared their presentation (can be viewed [here](#), starting page 4). The GooseChase app is a web-based platform that creates scavenger hunts. You can add different games with the local businesses that is interactive and fun and earn points. There would be a fee online to play but this part is undecided and there would be business sponsorships available in the range of \$150-\$500. Kylee shared she would collect raffle donations from businesses.

This funding will be utilized to sign up for the Goose chase app (\$5000 for a yearlong subscription) and \$5,000 would be used for event marketing.

Comments:

- Wendy question if TCDA has received any revenue yet, based on their goals of \$38K? Kylee shared they have not received any sponsorship yet. They would like to secure funding for app first.
- Wendy recommended reaching out to the app developers to ask if they can pay \$2500 for the first 6 months to see how things go. Kyle shared they can reach out, but this is already a non-profit rate.
- Wendy asked of the \$5000 would be used for local in-market advertising. Kylee shared that she would look to Katie and Amber to help with out-of-market.
- Christine questioned they would be driving people into businesses during a period that already feels busy. Kylee shared there would be many challenges they can choose from, many that are out in nature. It really would be up to the participants to do it when they see it appropriate as far as timing and social distancing safely.
- Wendy recommended doing this more in the shoulder season.
- Christine recommended being efficient with the \$5,000 for marketing.
- Judith shared this really ties into some of our other campaigns, driving them to different regions of the lake. She did recommend that it be a free for the users.
- Katie questioned if it could track the users, using the coupons? Kylee will reach out and find out.
- Amber questioned if TCDA has asked Placer County for additional funds? Kylee shared that they received an additional \$15K. Could any of this money be used for the \$5000? Kyle shared some of the upcoming goals for sponsorships.
- Amber asked if it would be possible to look at region-wide events? Kylee shared yes that could be great.
- Wendy recommended funding this \$5000 with a request to see more details on the event marketing, what the prices are and what sponsorships will look like, before we fund it the additional \$5000.
- Brit questioned the time frame for this? Kylee shared they are hoping for a month-long event.
- Lisa questioned if the participants could share on social media? Kylee shared the users can share on content on social media.

Motion to approve the \$5,000 now with considering funding the additional \$5,000 after more details on: event marketing, additional revenue generated from sponsorships, pricing for the participants, prizes and event start date. HUMMER/GAFFANEY/UNANIMOUS

Action to staff (Katie/Amber): Follow up with TCDA for requested information.

b) **North Tahoe Business Association Virtual Music on the Beach Event Sponsorship request for \$10,000**

Alyssa reviewed her "Music on the Beach- Virtual Vibes" with the committee members. NTBA is looking for approval for \$10,000 to support their online version of the 2020 music on the Beach Series. Within the 19.20 fiscal year, the NLTRA committed to funding NTBA with \$10,000 in sponsorship funds toward their Fourth of July Fireworks show. Fireworks were officially canceled in May. No funds were dispersed.

Alyssa presentation can be found [here](#), starting on page 13. Due to the COVID-19 pandemic NTBA announced that their "Music On The Beach: Virtual Vibes 2020", a safe socially distancing version of their annual music on the beach. This event will have radio streaming options in San Diego, South Lake Tahoe, the Bay Area, Sacramento, and Reno. These streaming channels will expand the reach to some of the NLTMC's target markets. There are opportunities for the NLTRA to insert destination commercials and branding during the streaming as well as branding opportunities on cups they will be ordering for the event. The show will be filmed LIVE as the band is playing, with the Lake Tahoe sunset in the background. NTBA is currently planning on 5 concerts starting on June 26th.

Comments:

- Wendy asked if Alyssa could share a list of radio stations? Alyssa will gather all information and share.
- Wendy questioned out of the \$21K, how much has Alyssa secured in sponsorships and efforts? Alyssa shared she has secured \$7500 so far. She is hopeful that through cup sales and fundraising she can break even.
- Wendy questioned what the \$10K will buy? Alyssa shared it will go towards buying radio time, production, sound and marketing.
- Becky asked about the video being produced. Alyssa shared it will be streamed online through their social channels and all partners will also share on their channels.
- The committee members asked for more details on the marketing plan, a list of radio stations, who is streaming it and who is promoting it (include the number of followers they have). What percentage is going towards marketing versus what percentage is going towards operations. This needs to be provided before approving funds.
- A vote could be completed through e-mail and Katie will follow up with Alyssa for details needed.

Action to staff (Katie/Amber): Follow up with Alyssa for requested information.

7. Update and discussion on the North Lake Tahoe Consumer Recovery Media Plan and Creative - Augustine

Lindsay, Cathy and Brittany shared the Recovery Campaign with the committee members. The presentation can be found [here](#).

Lindsay shared the objectives for the campaign: 1) Develop a phased messaging approach that aligns with the brand while remaining sensitive to the audiences, community and the overall situation 2) Adjust and attach tactics to appropriate phases 3) Provide a recommendation on phase timing/development.

We are currently in the phase 3 approach, welcoming back visitors and tactics being used are owned, earned and paid media. The messaging tones are reconnecting with nature. This is directed to our drive market. Brittany shared paid tactics and vendors and the 90-day consumer plan.

Amber reiterated that the Phase 3 In-Market campaign was approved at the last In-Market Tourism Development Committee. The messaging strategy is to encourage community members to visit their favorite business and support local businesses through in-market placements. The focus will be to expand upon the Get Back To Nature campaign with a community focus. The tone will be inviting and caring.

8. Update on North Lake Tahoe Consumer Recovery Social Media and Content Messaging

Amber gave an update on what has been done on the content and social channels. The plan keeps evolving as the landscape shifts and she is in constant communications with Steve and Connie from the Abbi Agency. The highlights from May include:

- 2 Newsletters: Get Back to Nature in June and Tahoe Love, We Stand Strong in May.
- 4 Blog Post: Get Back to Nature as North Lake Tahoe Reopens (June), North Lake Tahoe COVID-19 FAQ's (June), Love Tahoe? Here's How to Stay Connected – Even at Home (May), North Tahoe Gift Cards (April) and Destination Statement (March)
- Social Media Channels: June 12, 2020 – Welcome Back Post
- Reopening Video Series including the NLT Know Before You Go Informational Guide.

9. Departmental Reports – these reports can be viewed on our [website](#).

10. Standing Reports- these reports can be viewed on our [website](#).

11. Committee Member Comments – No comments.

12. Adjournment – The meeting adjourned at 4:05pm.



MEMORANDUM

Date: August 25, 2020

TO: Tourism Development Committee

FROM: Katie Biggers, Event Specialist

RE: 2021 Spartan North American Championships Sponsorship Contract

Action Requested:

Review and approval of a sponsorship for the 2021 Spartan North American Championships taking place at Squaw Valley September 25-26, 2021. 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 had 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. Due to complications with COVID-19, the 2020 race was cancelled in July. The contract grants the NLTRA the first right of refusal for the North American Championships through 2022 with similar terms. We are now looking for approval for the 2021 North American Championships at Squaw Valley.

Fiscal Impact:

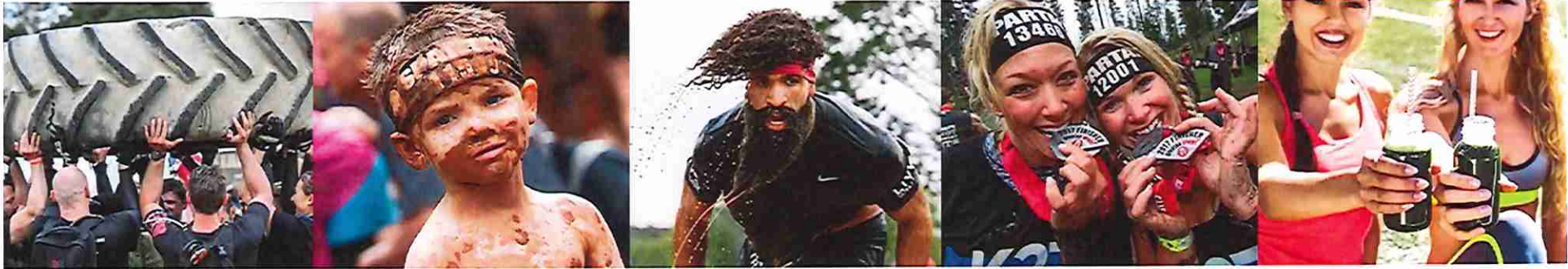
North American Championship Sponsorship

- \$175,000 - Cash Sponsorship

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



2021 SPARTAN NORTH AMERICAN CHAMPIONSHIP





BRAND UPDATE

2020's lockdown has created a new following of people focusing on health & wellness



SPARTAN CUSTOMER TOUCHPOINTS 24/7–365 DAYS

13M+

Unique page views annually.

2.5M

+

Email marketing Database.

10M+

Social media audience across multiple platforms.

3B+

Impressions earned & paid, based on average impressions across all platforms.

20K+

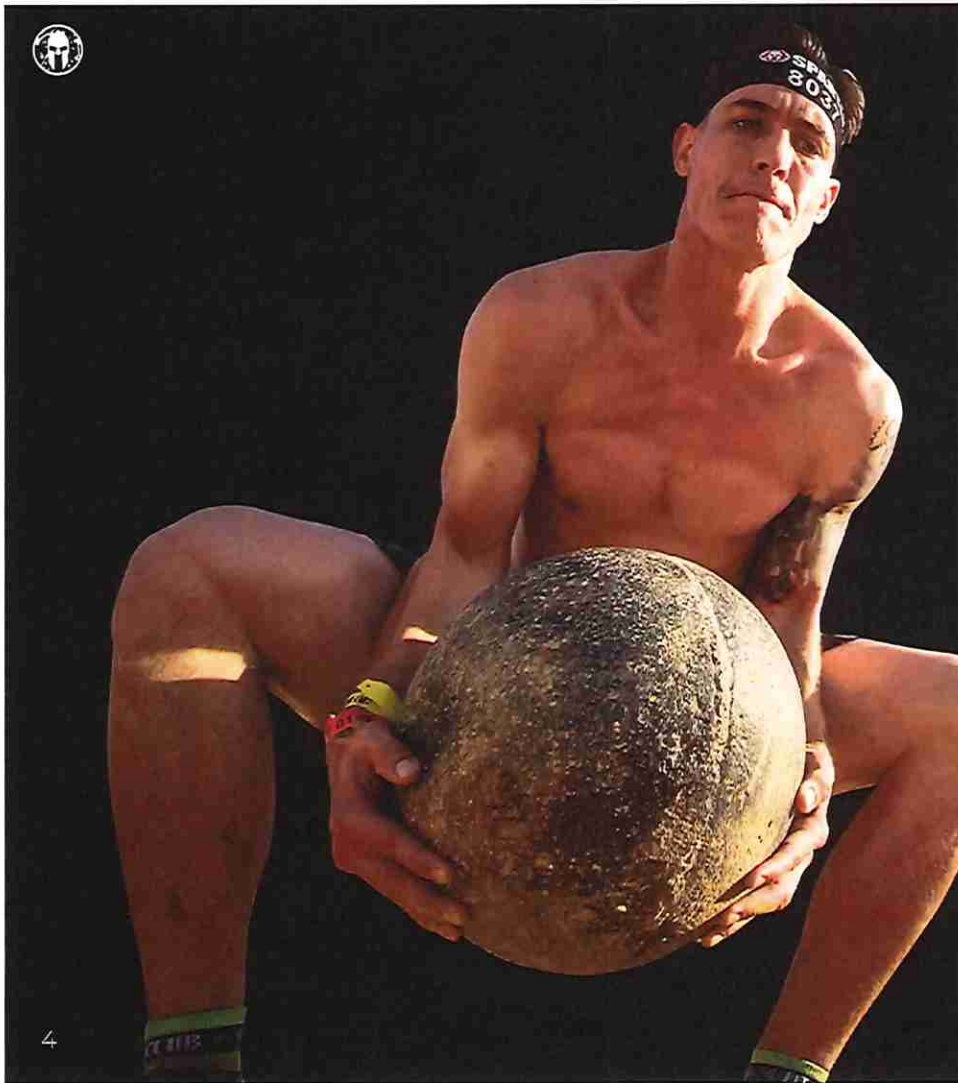
Spartan tattoos, a dedicated community.

1.5M

Annual participants in our events globally.

40+

Countries across the globe.



SPARTAN COMMUNITY

By the numbers.

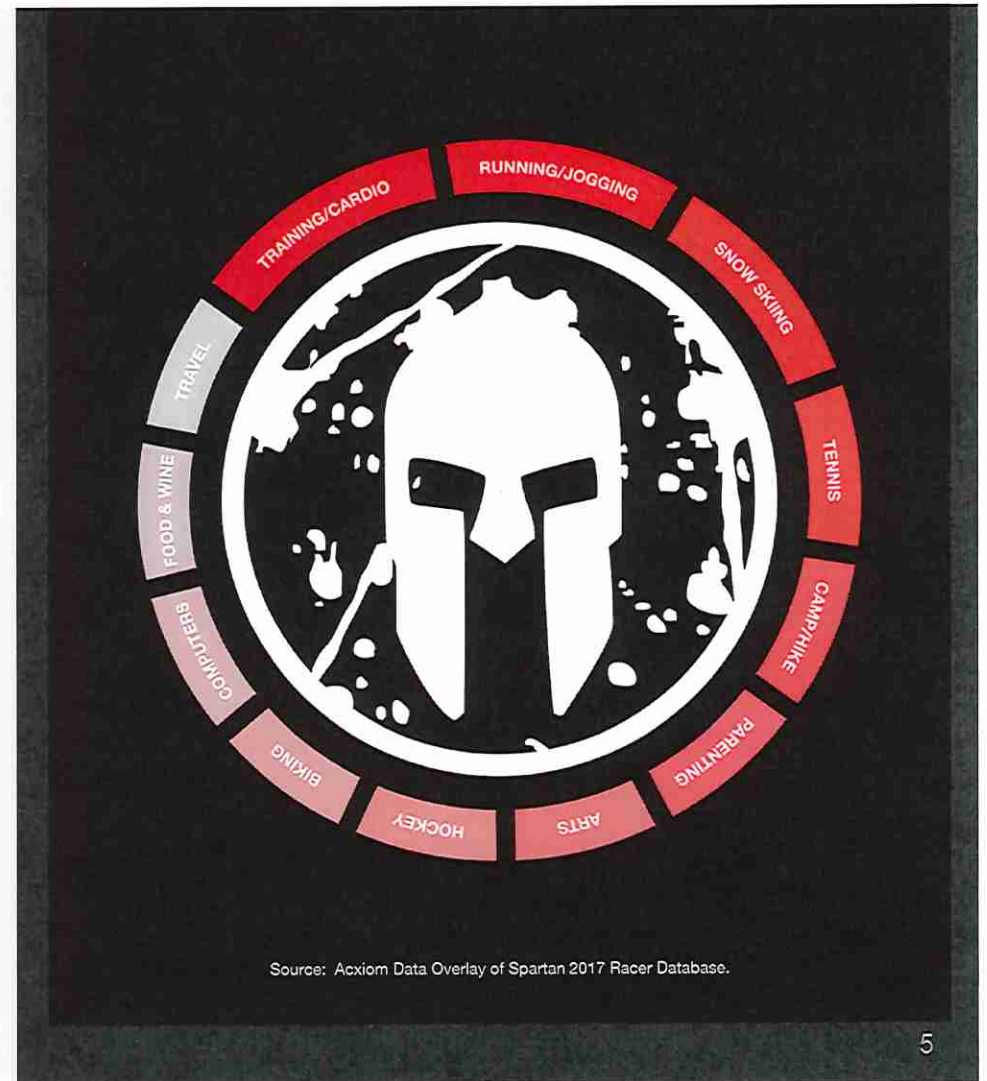
- 50% Millennials
- 60% Ages 28-42
- 40/60 Female/ Male
- 34% Multicultural
- 33 YO Average age
- \$134,000 Average income
- 20% Identify as professional or C level
- 15% Identify as military or first responder
- 80% College educated
- 45% With children in household
- 145% Index international travel



SPARTANS HAVE MANY INTERESTS

Fitness. Resilience. Community.

INTEREST	INDEX
TRAINING/CARDIO	193
RUNNING/JOGGING	176
SNOW SKIING	169
TENNIS	122
CAMPING/HIKING	119
PARENTING	114
ARTS	112
HOCKEY (SPECTATOR)	112
BIKING	110
COMPUTERS	110
FOOD AND WINE	108
TRAVEL—INTERNATIONAL	106





SPARTAN BRAND PORTFOLIO

Experiential extreme wellness

Beyond the sport and lifestyle of extreme wellness and obstacle Course Racing (OCR)— via the Spartan and Tough Mudder brands — Spartan operates the world’s largest international trail running series (under the Spartan Trail and Patagonia Run brands), the Decathlon of Functional Fitness brand DEKAFIT and the renowned mountain bike race brand La Ruta.

All properties are supported by a digital and lifestyle content ecosystem speaking directly to millions of passionate fans and athletes.





OVER 3+ BILLION TOUCHPOINTS- SPARTAN ECOSYSTEM



SITES

Spartan.com, Life & Shop

13 Million Unique Users *
2.4 Mins avg Time Spent on Site *
104 Million Pageviews *



EARNED MEDIA

2.2 Billion Impressions (US & Canada)
(Cision media monitoring UVPM & Reach)



NEWSLETTERS

1.5M total subs—15 -20% open rate
UNBREAKABLE DAILY AND Weekly
newsletter, Kids UNBREAKABLE



#BEUNBREAKABLE & SOCIAL

+670% social engagement
8M social audience (FB,IG,TW,LI)
1.5B total impressions
Daily reach up to 11M



VIDEO

Total of 134.9M views

11.3M YT views *
100M FB views *
600K TW views *
17.6M IG views *



EMAIL DATABASE

2.5M total DB
Open rate 12.5 avg *



SPARTAN EDGE

Subscription product (just launched)
77 mins. avg time spent learning

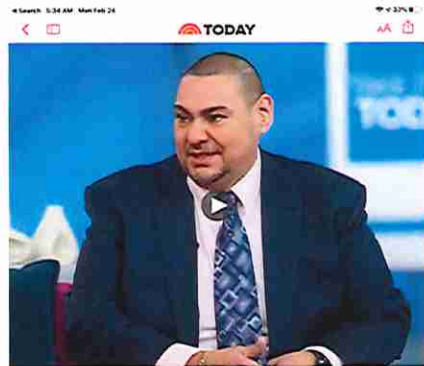


PODCAST

6.8M all-time downloads



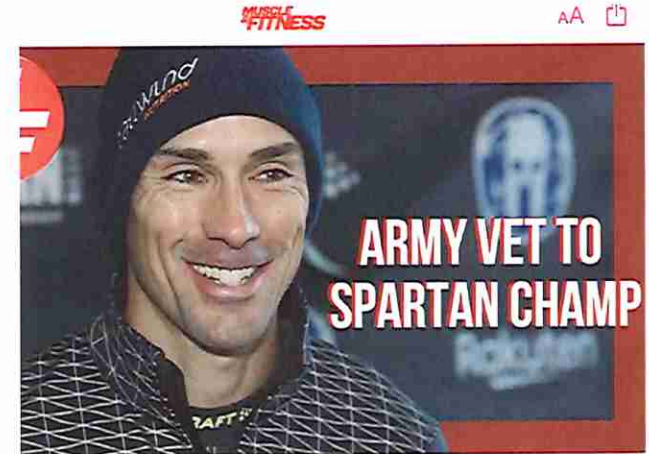
350+ MILLION EARNED MEDIA IMPRESSIONS (US + CANADA 2019)



How 1 man lost 300 pounds and became a Spartan Race competitor | Tue, Jan 14



Obstacle Course Races Want More Kids. Step One: Ditch the Fire Jump.



ARMY VET TO SPARTAN CHAMP



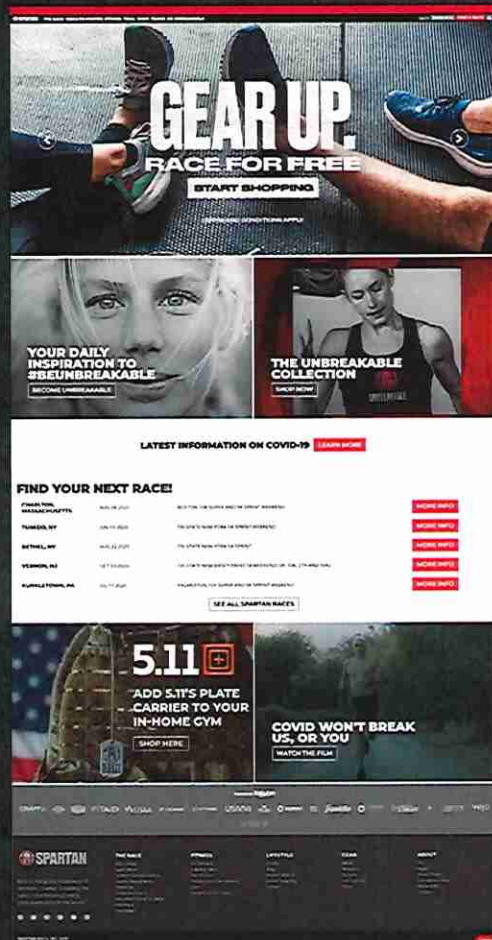
Spartan Ultra World Championship: The \$1m race designed to 'break the world's best'



Spartan Race founder: Peloton is cool but 'you've got to get outside'



Canine Spartan Race presented by Nulo



SPARTAN.COM WEB ECOSYSTEM

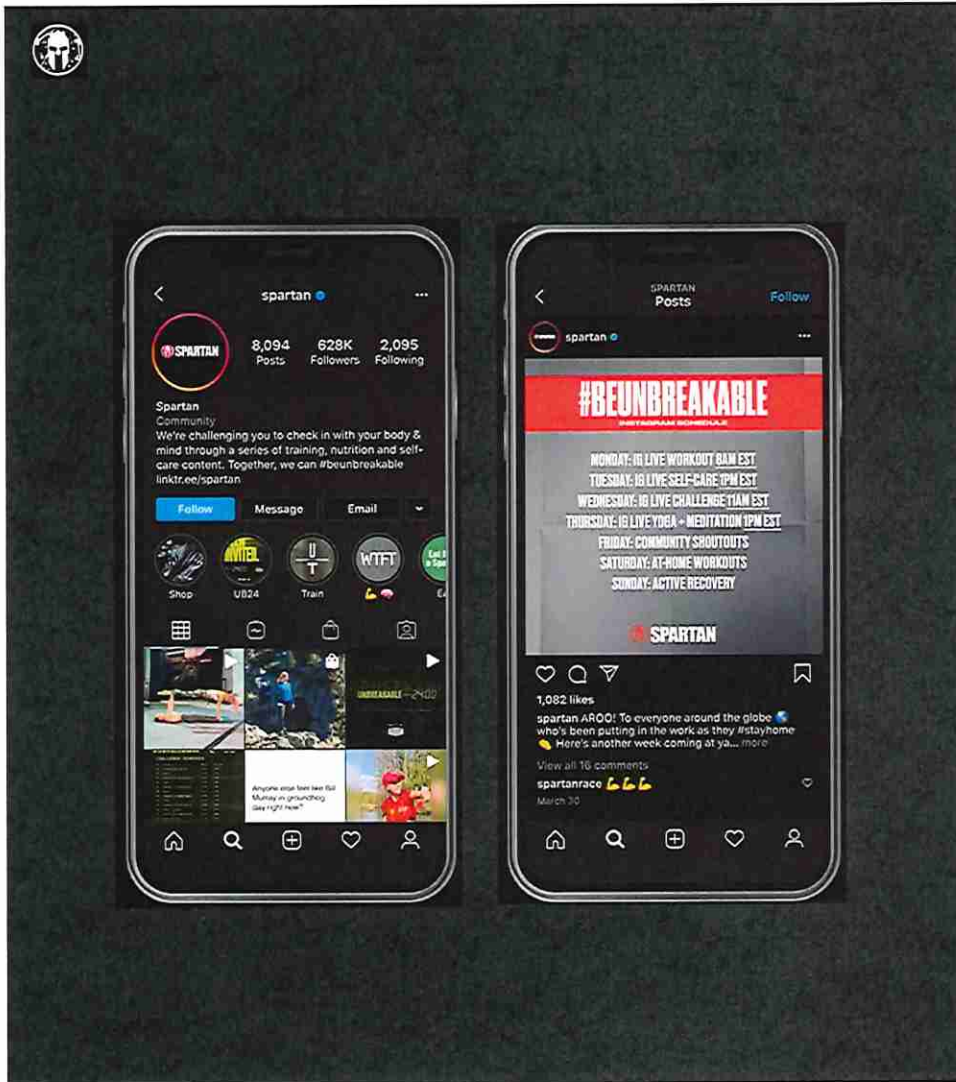
Spartan web domains garner over 13 million unique visitors yearly.

AD PLACEMENTS AVAILABLE

[Spartan Homepage](#): 14,000 Avg. Daily Sessions

[Spartan Life Lead Topic](#): 200 Avg. Daily Clicks

[Spartan Life Articles](#): 19,300 Avg. Daily Pageviews



SPARTAN SOCIAL MEDIA

10 million active followers across primary social platforms.

Spartan is engaging with our community 24/7. Branded content with Spartan allows a memorable touchpoint with our audience, connected with powerful stories and tools they use each day.

CONTENT FEATURES AVAILABLE

[Branded Spartan Segment](#)

[Custom Brand Posts](#)

[Full Custom Content Series with Campaign Support](#)

AVERAGE POST IMPRESSIONS

- FB: 150,000 Avg Per Post
- IG: 115,000 Avg. Per Post
- IG Story: 10,000 Avg Per Post
- TW: 10,000 Avg Per Post
- TikTok: 300 Avg. Views Per Post



SPARTAN EMAIL

A database of 2.5 million.

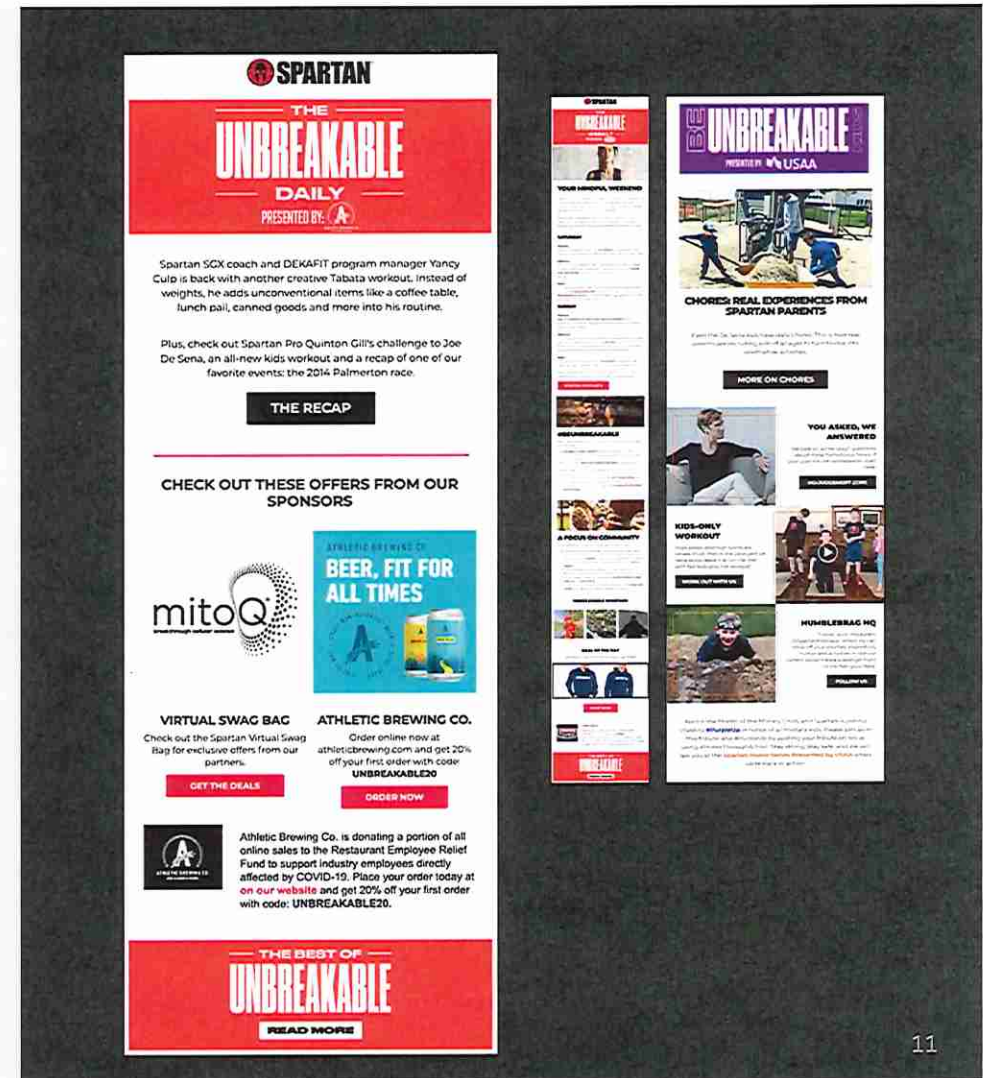
Spartan's email platform provides our audience with Training, Nutrition and Community focused content that they rely on to live the Spartan Lifestyle. Present the email as a partner brand and deliver offers tailored to the Spartan audience, or showcase your brand content as part of our daily offerings.

UNBREAKABLE DAILY EMAIL

- 1,000,000 Recipient Database
- 71% Engaged over the last 4 weeks
- 16% Open-rate

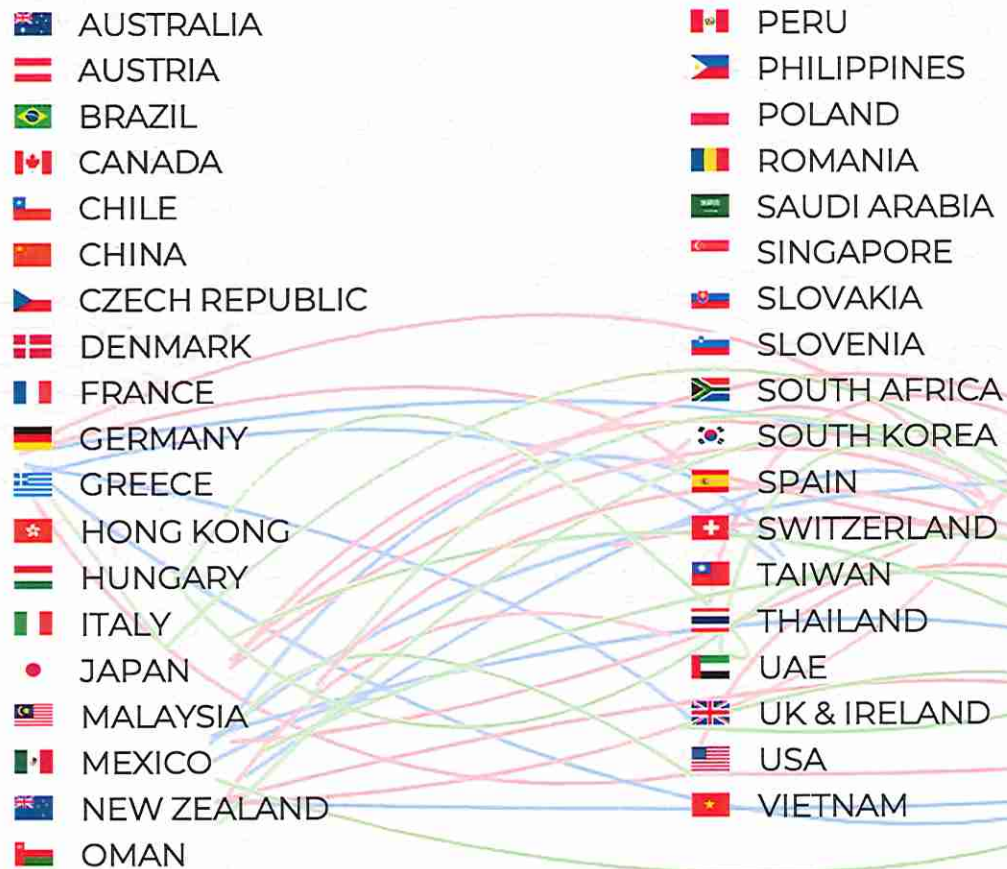
INTEGRATION OPPORTUNITIES

- Branding as Presenting Partner
- Banner Ad Placement
- Featured Content (Editorial or Video)





2021 RACE MARKETS & 150 WEEKEND EVENTS





**SHIFTING FROM WORLD CHAMPIONSHIP TO
HOSTING THE NORTH AMERICAN CHAMPIONSHIP**

**Athletes from North America have
consistently been the top athletes
in the sport.**

FACEBOOK LIVE ANALYTICS

NORTH AMERICAN CHAMPIONSHIP

	Live	Weekend	Week	
Race	Impressions	1,064,444	7,534,384	7,696,482
	Views	139,483	1,512,909	1,555,087
Award Show	Impressions	5,313	28,372	30,376
	Views	1,216	5,136	5,704

WORLD CHAMPIONSHIP

	Live	Weekend	Week
Impressions	323,167	5,903,926	10,273,528
Views	79,060	694,829	6,646,583
Impressions	4,793	11,761	12,277
Views	1,531	3,961	8,625

ESPN RATING

NORTH AMERICAN

- 122,742 households
- 0.05 US HH rating

WORLD CHAMPIONSHIP

- 426,509 households
- .16 US HH rating



MARKETING COMPARISON

NORTH AMERICAN CHAMPIONSHIP

PRE-RACE MARKETING

395,856 Unique Event Page View
403,501 Digital Advertising Impressions
1,243,701 Social Advertising Impressions
2,043,058 Total

EVENT WEEKEND REACH

8,400,000 Social Media Reach
171,000 Interactions
889,789 PR Impressions

Total **11,503,847** Reach/Impressions

WORLD CHAMPIONSHIP

PRE-RACE MARKETING

420,000 Unique Event Page View
1,060,681 Digital Advertising Impressions
19,900,000 Social Advertising Impressions

EVENT WEEKEND REACH

66,000,000 Social Media Reach
733,000 Interactions
4,900,000 PR Impressions

Total **93,013,681** Reach/Impressions

REGISTRATION

North American

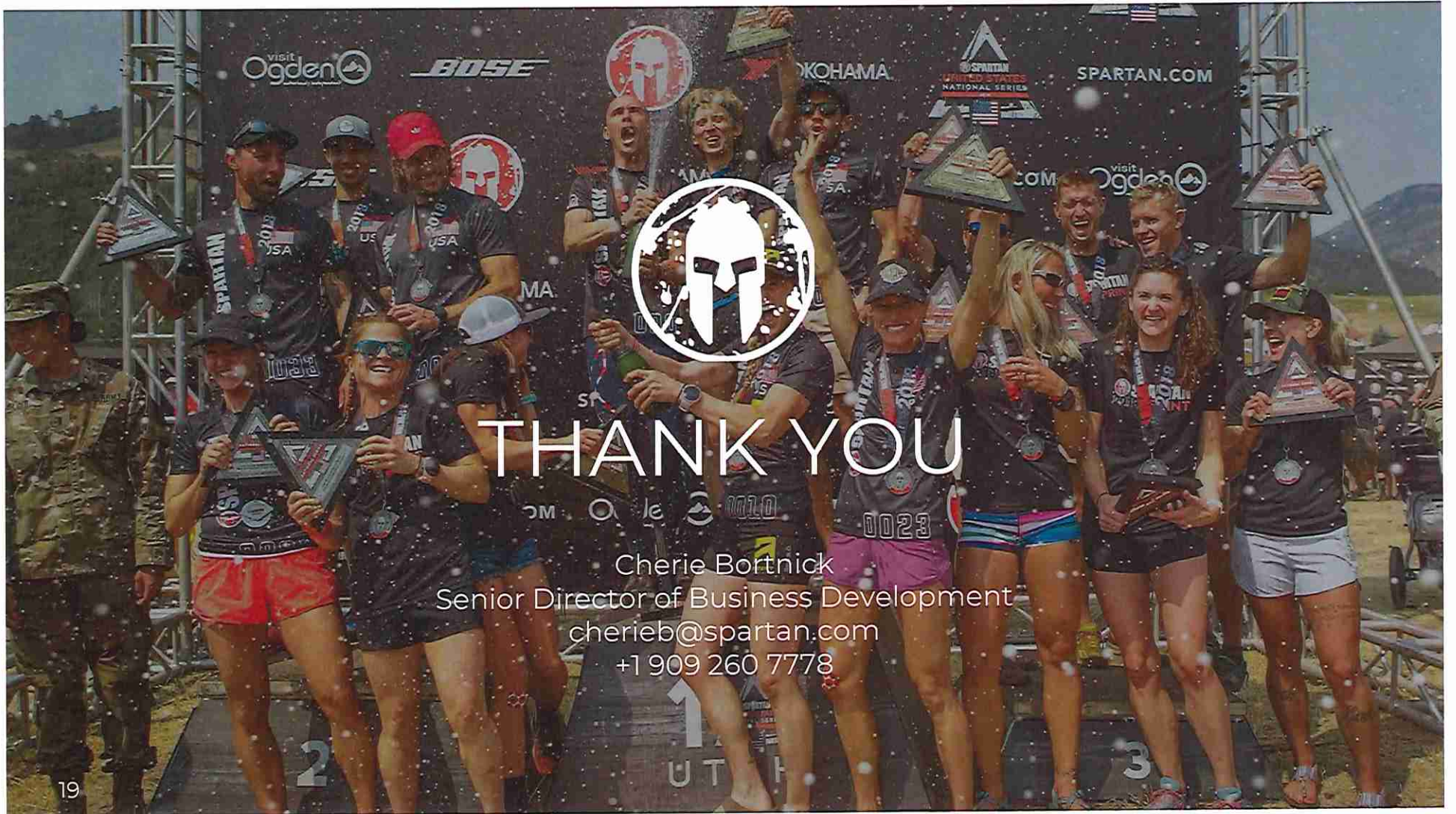
Category	Sub-Category	W. Virginia Spartan Beast 2018	W. Virginia Spartan Super 2018	W. Virginia Spartan Sprint 2018
Miles Traveled	< 25 Miles	94	107	73
	< 50 Miles	93	124	188
	< 75 Miles	118	124	167
	< 100 Miles	173	143	223
	< 200 Miles	1,270	705	568
	< 300 Miles	1,731	810	569
	< 400 Miles	722	353	269
	< 500 Miles	457	266	217
	Over 500 Mi	825	450	387
	Int/Error	43	20	12
	Age Groups	<20	489	378
20-24		446	223	259
25-29		900	436	416
30-34		957	554	464
35-39		960	541	461
40-44		783	439	423
45-49		533	296	273
50-54		293	157	151
55-59		116	59	54
60-64		42	17	18
65-70		5	2	7
70>		2	0	3
Error		0	0	1
Gender	M	3,849	2,076	1,731
	F	1,677	1,026	941
Grand Total		5,526	3,102	2,673

World Championship

Category	Sub-Category	Lake Tahoe Spartan Beast 2018	Lake Tahoe Spartan Ultra Beast 2018
Miles Traveled	25 Miles	163	1
	50 Miles	380	16
	75 Miles	583	21
	100 Miles	731	21
	200 Miles	3,397	144
	300 Miles	209	14
	400 Miles	1,031	172
	500 Miles	658	106
	Over 500 Miles	1,176	178
	Int/Error	325	22
Age Groups	20<	910	7
	20-24	558	25
	25-29	1,412	124
	30-34	1,635	133
	35-39	1,626	175
	40-44	1,190	117
	45-49	749	76
	50-54	351	28
	55-59	170	9
	60-64	36	0
	65-70	12	1
Gender	M	5,779	576
	F	2,874	119
Grand Total		8,653	695

REGISTRATION COMPARISON

	NORTH AMERICAN	WORLDS
TOTAL RACER	11,301	9,348
> 100 miles	7,601	9,674
>300 miles	3768	4,021
Over 500	1,743	1,737



THANK YOU

Cherie Bortnick
Senior Director of Business Development
cherieb@spartan.com
+1 909 260 7778

Agreement for Sponsorship and Advertising

This Agreement for Sponsorship and Advertising ("Agreement"), dated this 30th Day of October, 2018 ("Effective Date"), and is by and between **Spartan Race, Inc.**, a Delaware corporation with a principal business address of 234 Congress street, 5th Fl., Boston, MA 02110 ("Spartan") and **North Lake Tahoe Resort Association, 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 28 & 29, 2019** which shall be advertised as the **Spartan World Championship**. The Parties also agree to the terms and conditions contained herein in connection with the 2019 Race of the same nature and of similar dates and location (each of the 2019 and 2020 events, an "Event"). Furthermore, Spartan is in partnership with the ESPN and its affiliated networks ("ESPN") in connection with exhibiting the Race (each such exhibition, a "Program").

The Parties therefore agree as follows:

1. **Term.** The term of this Agreement shall begin on the Effective Date and expire on December 31, 2019, unless terminated earlier as provided herein (the "Term").
 - a. **Right of First Refusal.** Spartan hereby grants to NLTRA an exclusive right of first refusal regarding sponsorship of the 2020 Event:
 - i. Spartan shall provide NLTRA with a 2019 Event recap and 2020 Event sponsorship proposal by October 16, 2019. 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, 2019. 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. The parties hereby agree:
 1. that Spartan has the right, but not the obligation, to host the 2020 World 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
\$250,000	- \$245,000 shall be paid within 30 days of invoice date which shall be on or around July 1, 2019, from Spartan, or no later than August 25, 2019.

	<ul style="list-style-type: none">- The remaining \$5,000 balance upon confirmation by Spartan of Sponsor's inclusion in the Post Event Survey as set forth in Section 2(g) of the Exhibit A.
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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 Spartan 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 ESPN 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 ESPN and Sponsor, with the understanding that Sponsor will not have to pay any additional monetary consideration to ESPN 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 (specifically with ESPN and its respective affiliates, and licensors) together with each of the foregoing's heirs, successors and assigns the "Indemnified Parties", harmless from and against any and all third-party claims, controversies, damages, causes of action, judgments, liens, losses, costs, fines, penalties, and liabilities including, without limitation, attorneys' fees, consulting fees, and other dispute resolution expenses (collectively "Claims and Losses") arising out of or related to: (a) any breach or alleged breach by the Indemnifying Party of any warranty, representation, covenant, obligation or agreement made by the Indemnifying Party hereunder, (b) any acts, omissions, or intentional misconduct by the Indemnifying Party (or the Indemnifying Party's employees, representatives, agents, contractors, or volunteers), (c) any use of the Indemnified Party's service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, content, or other materials supplied by or on behalf of the Indemnified Parties in a manner inconsistent with this Agreement, or (d) any claim by a third party that the Indemnifying Party's performance hereunder or the Indemnified Party's use of the Indemnifying Party's service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, content or other materials infringes upon, misappropriates or otherwise violates the intellectual property rights or other proprietary rights of such third party. Notwithstanding anything herein to the contrary, Sponsor further specifically agrees to indemnify and hold Spartan and its Indemnified Parties, harmless from and against all Claims and Losses arising out of or related to (x) the exhibition or display of Sponsor Content, Sponsor's commercial units, or other material provided by or on behalf of Sponsor and (y) Sponsor's

administration of any sweepstakes or contest held in connection with this Agreement and the awarding by Sponsor, or use by any prize winner, of any prize in connection therewith. Notwithstanding anything herein to the contrary, Spartan further specifically agrees to indemnify and hold Sponsor and its Indemnified Parties, harmless from and against all Claims and Losses arising out of the negligent or willful acts or omissions of Spartan or its directors, officers, employees, contractors or agents related to any Race or Event. Each Party's indemnification obligations shall survive the expiration or early termination of this Agreement.

10. Insurance.

a. 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 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 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, 5th Floor
Boston, MA 02110
Attn: General Counsel
Email: deannas@spartan.com

To NLTRA: North Lake Tahoe Resort Association, Inc.
100 North Lake Blvd
Tahoe City, CA 96145
Attn: Cindy Gustafson
Email: cindy@gotahoenorth.com

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

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

21. **Agency Representation.** If this Agreement is executed by an agent on behalf of Sponsor ("Agency"), Agency represents and warrants that it is the duly authorized agent of Sponsor for the purposes of this Agreement and the matters contemplated hereby and that its arrangements with Sponsor specifically contemplate the placement of the Sponsorship Benefits herein. Agency and Spartan 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: Bonnie Bavette
Title: Interim CEO

SPARTAN RACE, INC.

By:  1E8FA0E28C8A49B...
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 2019 and 2020 events, at no additional cost to Spartan (unless otherwise specified below) co-marketing and trade support.
2. **SPONSORSHIP BENEFITS.** Spartan will provide for each Event, at no additional cost to NLTRA (unless otherwise specified below):
 - a. **Host Destination Media Rights.** Spartan shall designate NLTRA as the host of the "Spartan Race World Championship" in applicable media and mentions, including, but not limited to:
 1. E-mail marketing of the Event to all emails recipients in Spartan's marketing database;
 2. The Spartan Race World Championship Race page on www.spartan.com
 3. Facebook posts promoting the Event; and
 4. Co-branded marketing collateral which promote the Event.
 - b. **Logo.** Display of destination name, as provided by Sponsor, in or around official Spartan Race World Championship logo lock-up.
 1. Sponsor-approved logo/destination name to appear on Spartan website for the World Championship page, marketing and advertising materials and other collateral where other World Championship sponsors receive mentions.
 - c. **Online/Social Media Promotion.**
 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;
 4. 10 re-tweets; and

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 Championship Series and as a travel destination. The television/media benefits may include:
1. Five (5) 30-second television commercials advertisements to be aired during the ESPN broadcast of the Spartan Race World Championship Event;
 2. One (1) Facebook Live Segment during the Spartan Race World Championship Event. Segment shall be a 30-second location b-roll;
 3. One (1) Facebook Live Segment during Spartan Race World Championship Event. Segment shall be a pre-show segment; and
 4. One (1) Facebook Live Segment during Spartan Race World Championship Event. Segment shall feature location graphics.
- If ESPN 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 ESPN production, with the goal of being naturally integrated into the respective episode theme.
- e. **Lodging Promotion:** Spartan will provide a direct link from the Spartan website to participating North Lake Tahoe lodging properties via a microsite. Links and discount codes must be provided to Spartan at least three (3) months prior to the Event.
- f. **E-mail Promotion.** A least one (1) Event-related email blast to the e-mail recipients in Spartan's Event specific marketing database to promote North Lake Tahoe, with content to be mutually approved by the parties
- g. **Post-Event Survey.** Spartan will include demographic, geographic, spending patterns and lodging questions into the post-race survey in order to gain an accurate ROI analysis of the annual Event. Sponsor will develop survey questions in coordination with Spartan and tailor subsequent annual marketing plans accordingly. Spartan agrees to provide the response data to NLTRA to such questions, however NLTRA understands and agrees that such response data shall be aggregated and anonymized in compliance with all applicable consumer protection and data privacy laws before Spartan provides the data to Sponsor. Sponsor acknowledges and agrees that Spartan shall own such data provided to Sponsor and in no instance shall Sponsor license, sell, or otherwise make such data available to any third party unless approved by Spartan in writing.

- h. **Media Wall.** Spartan will incorporate Sponsor logo 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.
- i. **Exhibit Space.** Spartan will grant NLTRA one 20 foot x 20 foot exhibit space in a high traffic area at the festival associated with each Event for NLTRA's use (the "Tent"). NLTRA will keep exhibit open and staffed at all times during Event hours. NLTRA acknowledges that set-up hours are on Friday between 8:00 AM - 3:00 PM. Furthermore, set up before Friday is by appointment only and set up on Saturday is prohibited. Event hours will be Saturday from 7:00 AM - 7:00 PM and Sunday from 7:00 AM - 7:00 PM, or until last racer exits the Event. Depending on the number of participants at the Event, the Event may end as early as 4pm on Sunday. Event tear down begins on the last day of the Event as soon as the last participant exits the Event. Early tear down is not allowed.
- j. **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. **Race Entries.** Spartan will provide NLTRA with up to thirty (30) complimentary Event race entries to use for promotional purposes. The start times for such race entries shall be determined in Spartan's sole discretion. The race entries shall be provided at Spartan's sole expense; provided, that any person registering for the race using such race entries shall be responsible for the cost and purchase of the individual supplemental race insurance offered through the race registration platform.



MEMORANDUM

Date: August 25, 2020
TO: Tourism Development
FROM: Katie Biggers, NLTRA Event Specialist
RE: Virtual/Hybrid Event Standards/Strategies

Action Requested:

Review and Discuss standards and expectations for Virtual/Hybrid Events in relation to NLTRA sponsorships. We would like to add some guidelines to our Event Sponsorship Strategy to assist the committee in sponsorship recommendations and to clearly outline to producers what we as an organization are looking for.

Background:

Within the 19.20 fiscal year, multiple events have currently been cancelled due to COVID-19. With the major shift in the event industry in response to COVID-19, live events are rescheduling left and right. We decided to look at ways we can start enhancing sponsorship value in virtual/hybrid events.

Things we will be looking at:

NLTRA Virtual/Hybrid Event Standards

- Criteria for a Virtual/Hybrid Event to be sponsored by NLTRA
- NLTRA Benefits
- Tracking/ROI requirements

In addition to creating standards for events that come forward with funding requests, we are also looking at creating additional resources within our Event Resource Guides that we give to our Producers.

NLTRA Virtual/Hybrid Event Standards

With the major shift in the event industry in response to COVID-19, live events are rescheduling left and right. We decided to look at ways we can start enhancing sponsorship value in virtual/hybrid events.

Do we as an organization see value in hosting virtual events? If so, below are some things for us to consider. I think we should start the discussion, do we even think we should sponsor them?



- **Criteria for a Virtual/Hybrid Event to be sponsored by NLTRA**
 - Advertising Out of Market (itemized details and audited proof it runs)
 - PR Reach
 - What would be a good criteria for this?
 - Driving TOT
 - How will a virtual event drive TOT? Directly or by encouraging visitation at another time?
 - Target audience and messaging – alignment within NLT consumer brand pillars
 - Exposure for the Region
 - Highlight North Lake Tahoe - lodging properties, activities, experiences, etc.
 - Encourage future tourism to the region/Drive to future NLT in-person event
 - Does date matter as much for a virtual event?
- **NLTRA Benefits**
 - Access to User Generated Content
 - Social Media Activations - FB, Instagram, Twitter, LinkedIn

- Leverage FB Groups and Events for Engagement
 - Website Activations
 - Banner Rotations/programmatic ads on event site
 - Event Landing Page - Logo placement
 - Link to lodging section on GTN.com
 - Content Download
 - Ex: Know Before You Go, Tahoe Treasures, 52 Weeks in Tahoe
 - Video Inserts/Interviews
 - In-Event Mentions
 - Transition slides w/ Logo
 - Green screen background/Zoom Background
 - Watermark on the live stream
 - Commercials/Videos/NLT presentation
 - Moderator recognition
 - Virtual lounges
 - Newsletter Inserts Leading up to Event
 - NLT guest blog post
 - Dedicated emails to attendees and/or entire event database
 - Bounceback-type offer to all attendees
 - NLT swag
 - To all attendees
 - In-event giveaways, raffles, etc.
- **Tracking/ROI requirements**
 - Number of attendees
 - Audience behaviour data/Demographics
 - How many views for live stream videos
 - Social media reach
 - Direct audience engagement: Q&A, Poll, etc.
 - Direct Feedback received
 - Recap of out-of-market advertising including exposure for NLTRA
 - Results of any banner/programmatic ads on event website
 - Results of any lodging offers extended to attendees

Here are some examples of local events and one race in Colorado that have gone virtual:

- [The Sample the Sierra farm-to-fork festival](#) is going digital for the 11th annual event, due to the COVID-19 pandemic.
- [16th Annual \[VIRTUAL\] Skate The Lake](#) - NLTRA Sponsored Event / Partnership Funding
- [Lake Tahoe Dance Festival](#) (full update to come at TD Meeting 8/25)
- [Hike for Parks - Sierra State Parks](#)
- [Mammoth Virtual Race](#)
- [Colorado Virtual Race](#)



North Lake Tahoe Recovery Campaign | August 5, 2020



AGENDA

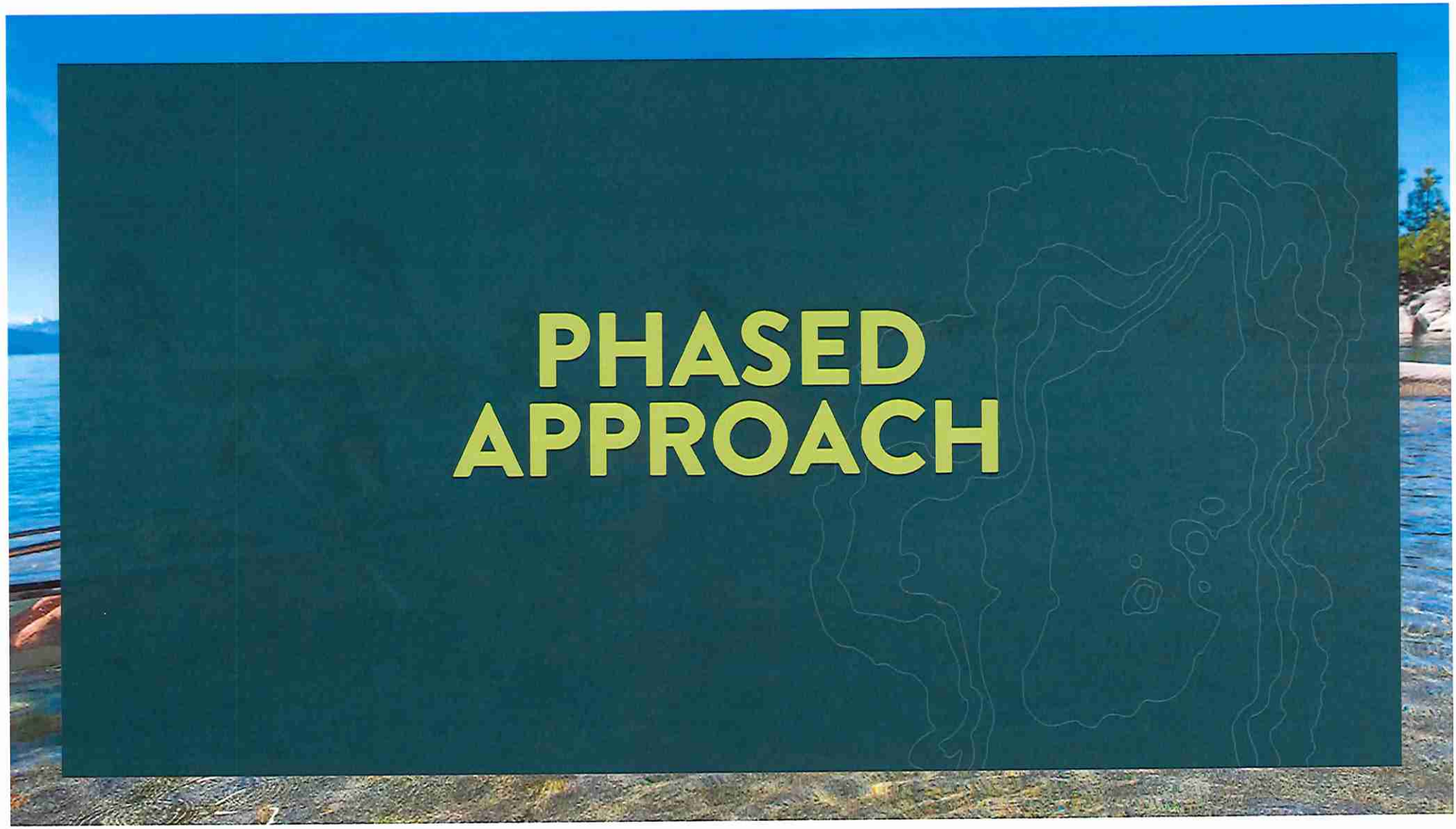
Objectives

Phased Approach

Creative

OBJECTIVES

- Develop a phased messaging approach that aligns with the brand while remaining sensitive to our audiences, community and the overall situation.
- Adjust and attach tactics to appropriate phases.
- Provide a recommendation on phase timing/deployment.



PHASED APPROACH

PHASED APPROACH

1

PHASE 1 RECOGNITION (CRITICAL)

Acknowledging situation.
We are in this together.
Offer hope and share bright moments.

Timing:
April-May

Tactics:
Owned and earned



2

PHASE 2 REBOUND (IMPROVING SITUATION)

Finding your new normal, at your own
pace. Provide potential visitors with the
tools they need to get back to nature one
step at a time.

Timing:
May-July

Tactics:
Owned and earned




3

PHASE 3 RECOVERY (TRAVEL READY)

We are here for you and welcome you
back. We're ready when you're ready.

Timing:
June-October

Tactics:
Owned, earned and paid



PHASE 3 CONSUMER

PHASE 3 | CONSUMER

MESSAGING TYPE/TONE:

- Reconnect with nature (the restorative power of nature, health and wellness).
- Inviting, confident, caring.
- Proximity (drive market), familiarity, closeness, getaway in your own backyard.
- Outdoor activities for all comfort levels, open space, fresh air, uncrowded.
- We are here for you and welcome you back. We're ready when you're ready.

MESSAGING STRATEGY: GET BACK TO NATURE

We all have an innate need to explore, wander and revel in the beauty of the world – It's Human Nature to connect with the outdoors. From towering tree-line mountains to crystal blue shorelines, there's no better place to find your new north than North Lake Tahoe. Now is the time we have all been patiently waiting for—lace up your boots, dust off your kayaks and zip up your backpacks. It's time to feel the wind in your hair, smell the pine in the air and see the beauty we were all meant to explore. It's time to get back to nature.

PAID TACTICS

PART 1 – MID-JUNE

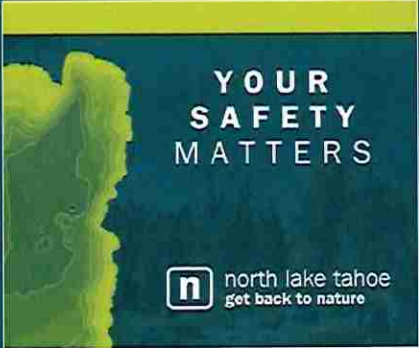
SACRAMENTO, STOCKTON, MODESTO,
SAN FRANCISCO (WHEN OPEN), LA

- Search Marketing
- Retargeting Display and Video
- YouTube Video
- OTT/CTV
- Facebook/Instagram
- TripAdvisor

PART 2 – SEPTEMBER/OCTOBER

SAN FRANCISCO, LA

- Search Marketing
- Retargeting Display and Video
- Native
- Programmatic Display
- YouTube Video
- OTT/CTV
- Facebook/Instagram
- Reddit
- Twitter
- TripAdvisor
- Email
- Weekend Sherpa
- Expedia



**YOUR
SAFETY
MATTERS**

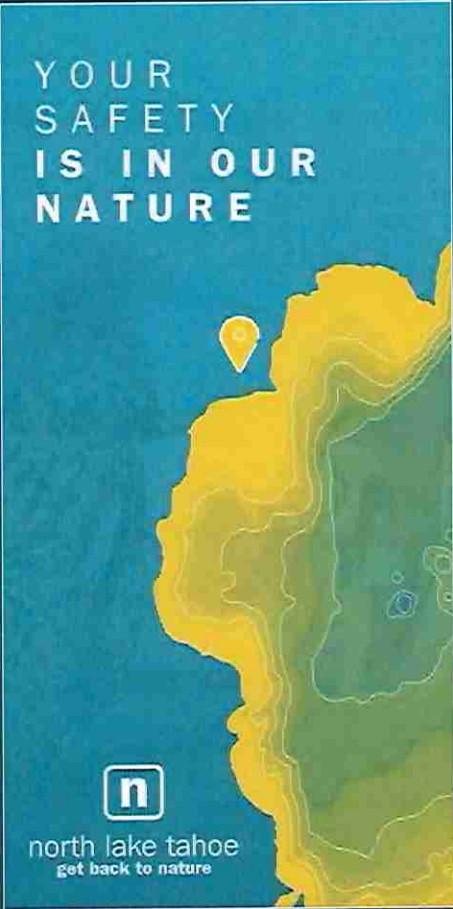
n north lake tahoe
get back to nature



WE'RE
PREPARED TO
**WELCOME YOU
BACK SAFELY**

n north lake tahoe
get back to nature

**YOUR
SAFETY
IS IN OUR
NATURE**



n
north lake tahoe
get back to nature

**WE'RE
PREPARED
TO WELCOME
YOU BACK
SAFELY**



n
north lake tahoe
get back to nature

n north lake tahoe
get back to nature

**WE GIVE
SAFE TRAVELS
NEW MEANING**



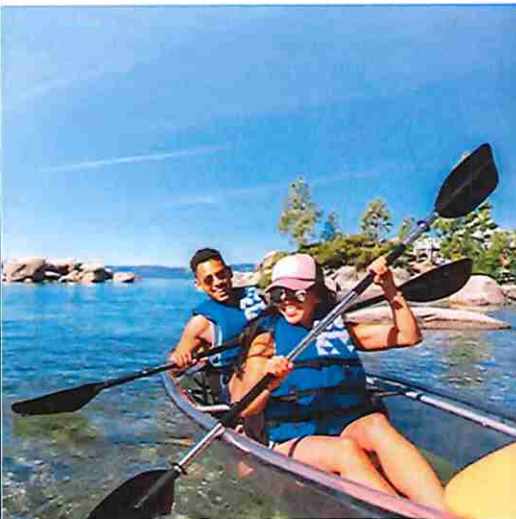
n north lake tahoe
get back to nature

**YOUR SAFETY IS
IN OUR NATURE**



North Lake Tahoe
Sponsored · 🌐

We're prepared to welcome you back safely. Get back to nature and get some fresh air in Summer's Official Playground.



GOTAHOENORTH.COM

Get Back to Adventure

Enjoy the endless outdoor adventures you've been...

[Learn More](#)

North Lake Tahoe
Sponsored · 🌐

Your safety is in our nature. Get back to nurturing your golf game in Summer's Official Playground.



GOTAHOENORTH.COM

Get Back to Open Space

Enjoy the fresh air and endless outdoor activities.

[Learn More](#)

North Lake Tahoe
Sponsored · 🌐

We're prepared to welcome you back safely. Get back to nature and book your summer vacay today!



GONORTHTAHOE.COM

Explore our Summer Lodging Specials

Check out our deals to plan your visit to Summer's Offici...

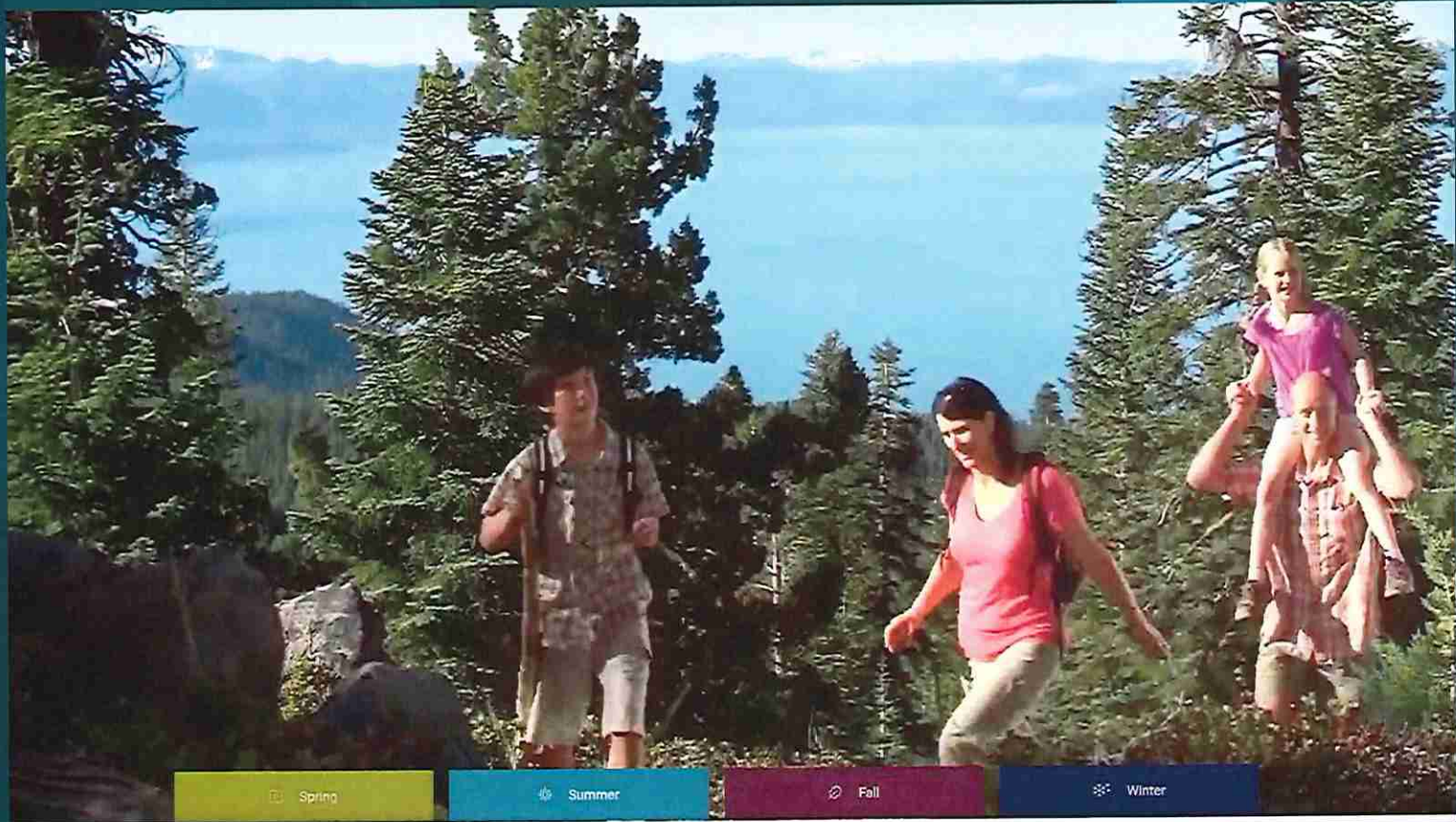
[Book Now](#)



*we're prepared to
welcome you back safely*

*we give **safe travels**
new meaning*

*safety is in **our nature***



Spring

Summer

Fall

Winter




THANK YOU!



North Lake Tahoe + The Abbi Agency

COVID-19 Social Media Update

August 5, 2020

 north lake tahoe

Social Media Shifts

Since the COVID-19 pandemic affected the U.S. in March, The Abbi Agency and North Lake Tahoe have stayed in consistent communication regarding North Lake Tahoe's content and have made numerous shifts in strategy to remain agile, nimble and responsive. These shifts have included:

- Real-time updates
- Adjusting to state announcements
- Business support & updates
- Responsible travel focus
- Extended pauses on posting
- Halted boosting budget

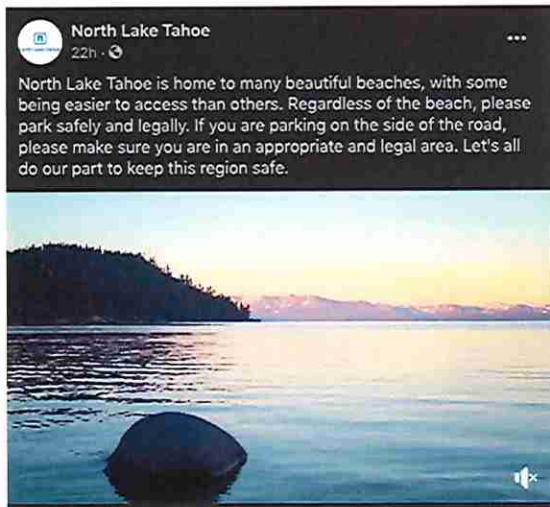
Current Strategy

- Posting limited to 3x/week
- All content focused on responsible travel
- No active invitation to travel
- Beginning posting of fall travel and activities
- Active monitoring and engagement with comments

Strategy will continue through Labor Day and be evaluated based upon visitation levels within the region.

Current Strategy Examples

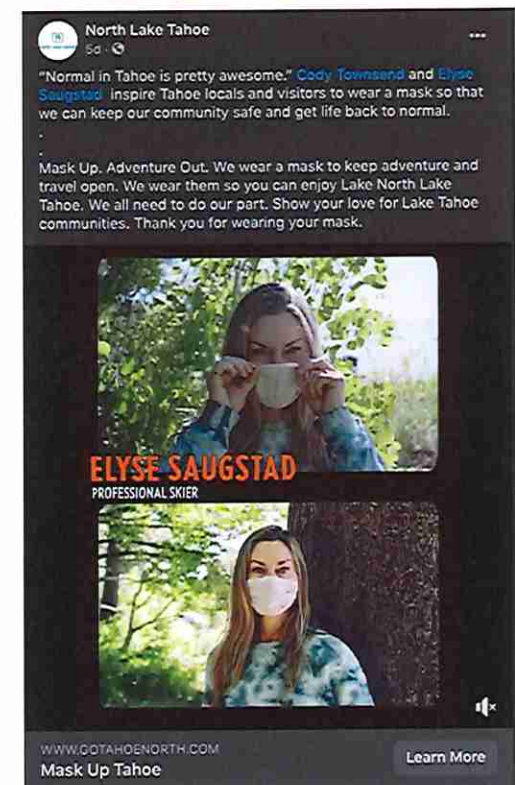
- Aspirational & Educational Message



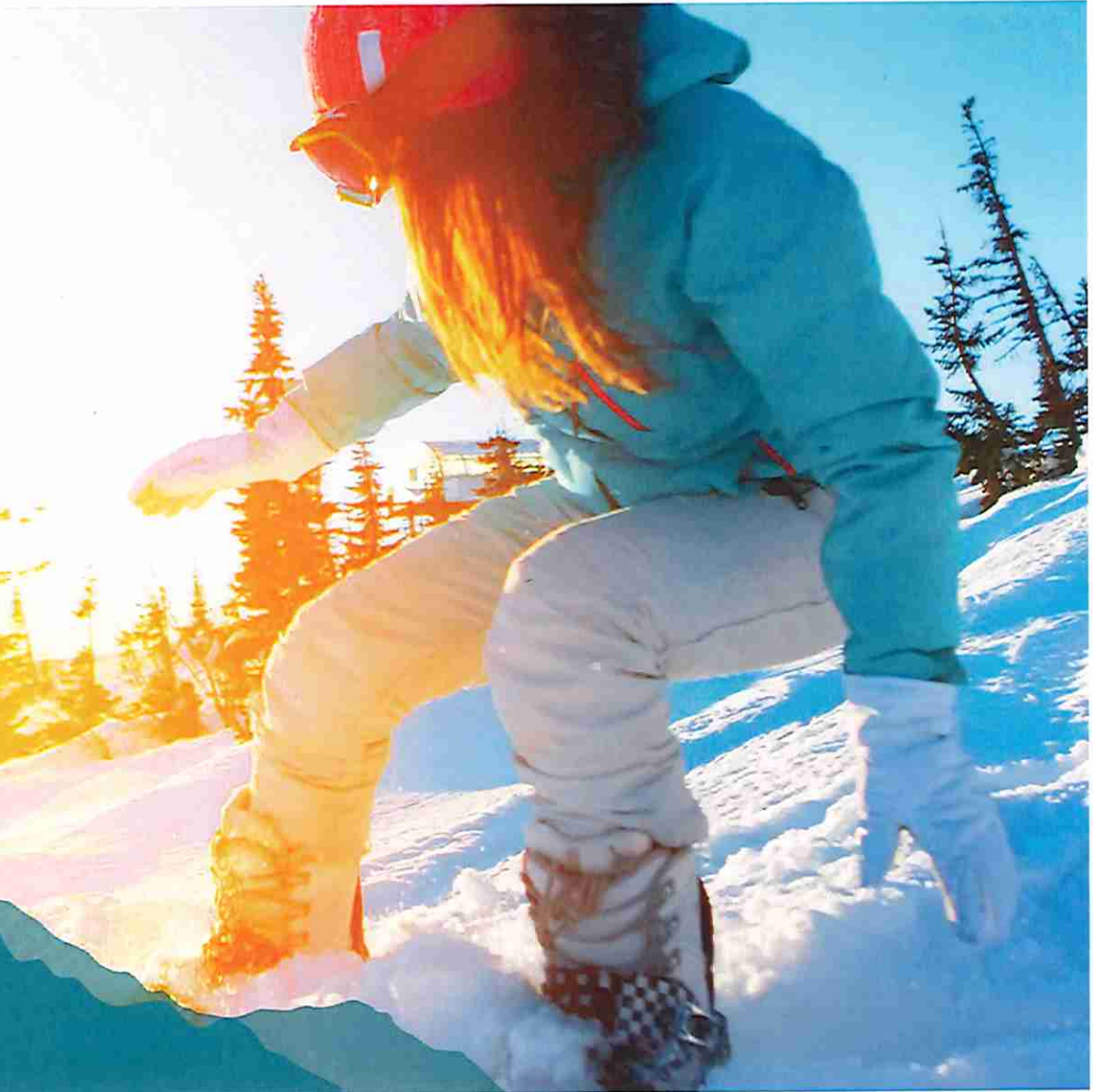
- Responsible Travel Message (i.e. Know Before You Go Guide, Responsible Travel Videos)



- Mask Up Tahoe



| Thank You!



 north lake tahoe