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[Signature]
DEPUTY

AGREEMENT

FOR TORCH RELAY SERVICES

BETWEEN

SALT LAKE ORGANIZING COMMITTEE

FOR THE OLYMPIC WINTER GAMES OF 2002

AND

Douglas County
[NAME OF COMMUNITY]

06/06/01

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AGREEMENT FOR TORCH RELAY SERVICES

THE TORCH RELAY SERVICES AGREEMENT ("Agreement") is entered into effective this 13 day of December, 2001, between SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002 ("SLOC") and Douglas County [Name of Community] ("Community").

RECITALS:

- A. SLOC is a Utah nonprofit corporation. SLOC has been appointed as the organizing committee for the 2002 Olympic Winter Games.
- B. SLOC will organize and conduct the Salt Lake 2002 Olympic Torch Relay ("Relay"), by providing transportation of the Olympic Flame from Olympia, Greece, throughout the United States to Salt Lake City for the Opening Ceremonies of the Salt Lake Olympic Winter Games of 2002.
- C. The Relay is made possible by the generous support of the Relay Presenting Sponsors, Coca-Cola and Chevrolet, as well as certain others, referred to as "Official Providers."
- D. SLOC is proposing that the Relay be routed through Community's local government area.
- E. SLOC has requested that, if the Relay is routed through Community's local government area, Community will provide certain support services to assist in the successful staging of the Relay.
- F. Community has agreed to provide support services on the terms and conditions stated in this Agreement.

AGREEMENT

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

- 0.1 “Ambush Marketing” means an attempt by a third party not affiliated with the Relay to commercially profit from the Relay by falsely associating itself or its products with the Games, Relay, SLOC, Relay Marks, Relay Imagery, Relay Logos or Relay participants, or by falsely suggesting that it or its products are endorsed by or in association with the Games, Relay, SLOC, Relay Marks, Relay Imagery, Relay Logos or Relay participants.
- 0.2 “Confidential Information” means any written proprietary or other confidential information marked or noted to be confidential.
- 0.3 “Olympic Flame” means the flame ignited in Olympia, Greece and passed to SLOC.
- 0.4 “Force Majeure” means an act, omission or circumstance beyond the control of SLOC or Community, including fires, floods, snow storms, ice storms, accidents, riots, explosions, wars and hostilities, but excluding any strike or other industrial action.
- 0.5 “Games” means the Olympic Winter Games of 2002 to be held principally in Salt Lake City and surrounding areas in February 2002.
- 0.6 “IOC” means the International Olympic Committee.
- 0.7 “Official Providers” means those companies and organizations that are recognized by SLOC as helping to fund the Relay.
- 0.8 “OPUS” means the Olympic Properties of the United States.
- 0.9 “Party” or “Parties” means SLOC and/or Community, as appropriate for the context of use.
- 0.10 “Presenting Sponsors” means Coca-Cola and Chevrolet.

- 0.11 "Relay" means the Salt Lake 2002 Olympic Torch Relay, which commences in Olympia, Greece, with the Olympic Flame routed through numerous communities in the United States and delivered to Salt Lake City for the Opening Ceremonies of the Games.
- 0.12 "Relay Imagery" means images of torches, torch bearers, torch relays, Relay-event footage, and depictions of mascots developed by SLOC for the Relay.
- 0.13 "Relay Logos" means the logos identified or referenced in Exhibit A to the Designated Marks and Copyrights Agreement between the Parties and incorporated into this Agreement.
- 0.14 "Relay Marks" means the marks and copyrighted materials identified or referenced in Exhibit A to the Designated Marks and Copyrights Agreement between the Parties and incorporated into this Agreement.
- 0.15 "SLOC Associated Parties" means SLOC, IOC, USOC, OPUS, Presenting Sponsors, Official Providers, official Olympic Merchandise licensees, Coltrin & Associates, ALEM, SLOC employees, contractors and employees and other SLOC designees.
- 0.16 "Torch(es)" means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.
1. 15 "USOC" means the United States Olympic Committee.

ARTICLE II. SCOPE

2.1 The Relay will begin in Olympia, Greece, and, after arriving in the United States, will travel through many communities across the nation. This Agreement identifies the rights and obligations of the Parties that will assist with the Relay, as well as certain rights of and obligations to third parties (such as Presenting Sponsors) that affect the manner in which this Agreement is to be implemented.

2.2 This Agreement also sets forth certain rights and obligations for cooperation and assistance between Community and SLOC in connection with the Relay.

ARTICLE III.
ROLES

3.1 Role of SLOC.

SLOC is responsible for staging the Relay. SLOC agrees to stage the Relay within Community's local government area with the principal objectives of (i) showcasing the local government area and surrounding region, (ii) involving the community in the Relay and (iii) promoting the Games. In consultation with Community, as appropriate, SLOC shall,

- (1) select the Relay route,
- (2) develop and implement the SLOC Torchbearer selection process,
- (3) provide caravan vehicles and other transportation modes and equipment for handling the Olympic Flame,
- (4) provide Torches, portable cauldrons and safety lanterns,
- (5) coordinate with Community and city, county, state and federal governments and government agencies, as appropriate,
- (6) distribute applicable portions of the Torch Relay Community Planning Guide (hereinafter referred to as "Planning Guide") to Community,
- (7) assist Community with public relations to promote the Relay and the Community Celebration.

The parties acknowledge that SLOC possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements.

3.2 Role of Community

Community agrees to provide planning, advisory and operational support services (without charge to SLOC or SLOC Associated Parties) to assist in the successful staging of the Relay within the Community's local government area. The Planning Guide, which may be revised from time-to-time by SLOC, establishes the agreed operational support to be provided by Community. Although all services provided by Community as described in the Planning Guide are essential for the success of the Relay, the following responsibilities are identified in particular.

- (a) **Community Task Force** – In coordination with SLOC, Community agrees to establish and manage a Task Force to plan and operate the Relay in the local government area. Among other assignments, the Task Force will be responsible for helping to determine (i) the precise Relay route through the local government area, (ii) the selection of the break site, if any, (iii) the

selection of Torchbearers in accordance with Article 3.2 (I), below, and (iv) SLOC crowd-building efforts along the Relay route.

(b) **Planning Guide** – SLOC shall provide to Community appropriate chapters of the Planning Guide.

Community agrees (i) to implement instructions contained in the Planning Guide and (ii) to distribute copies of chapters of the Planning Guide to appropriate members of the Task Force and other Community persons responsible for the Relay

(c) **Ambush Marketing** – One primary objective of SLOC is the prevention of Ambush Marketing. Accordingly, Community agrees, *to the extent allowable by federal, state or local constitutions, statutes, regulations, or policies,*

- (1) not to enter into any sponsorship, marketing, merchandising or concessionaire arrangements in connection with the Relay, except for those specifically authorized by SLOC,
- (2) neither directly nor indirectly (including through any agent of the local government) to cause or engage in any form of Ambush Marketing,
- (3) to cooperate with SLOC to minimize Ambush Marketing,
- (4) to promptly notify SLOC if Community becomes aware of any suspected Ambush Marketing activities by other parties,
- (5) to ensure *reasonable effort as permitted by applicable laws* for the duration of the event that the Relay route and adjacent areas under the Community's *control* do not carry any form of temporary advertising or promotional material (recognizing existing contracts), except as approved by SLOC,
- (6) to help select an alternate Relay route as appropriate, if permanent advertising or promotional material not affiliated with the Relay is located along the Relay route,
- (7) to ensure *reasonable effort as permitted by applicable laws* that all facilities and equipment, *which is under the Community's control*, such as barriers are free of advertising or other commercial messages and that such advertising and other commercial messages are masked (This applies regardless of whether the materials are purchased or provided free of charge and by any company or organization, including Olympic Games or Relay Presenting Sponsors or Official Providers.), and
- (8) to prevent *reasonable effort as permitted by applicable laws* the distribution of product samples, premiums, promotional literature and other commercial materials in and adjacent to the Relay route, *when an adjacent area is under the Community's control*, except where expressly authorized by SLOC.

(d) **Break Site Support Services** – Where the Relay route through a community includes a designated break site, community agrees,

- (1) to select an appropriate site for the break, subject to SLOC review,

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- (2) to ensure that personnel and contracted labor from SLOC and SLOC Associated Parties are permitted at no cost to engage, *in accordance with applicable laws*, in retail selling and general operational activities,
- (3) to ensure that the break site is clean, in good repair and in good operating order,
- (4) to disallow, *to the extent allowable by federal, state or local constitutions, statutes, regulations, or policies*, commercial messaging and social propaganda by any speakers and entertainers at the break site,
- (5) to ensure that adequate rest room facilities are available for the exclusive use of Relay participants, and
- (6) to mask, *to the extent allowable by federal, state or local constitutions, statutes, regulations, or policies*, all commercial identification on clothing and equipment of any speakers and entertainers.

(e) Law Enforcement and Traffic Management Support – Community agrees, *the extent it can within its existing authority*,

- (1) to provide all appropriate assistance to SLOC to plan the Relay route through the local government area. This includes police and traffic department personnel to assist in route selection and the development of a traffic management plan, including the identification of road closures, the need for barrier deployment and other traffic management requirements for the Relay route,
- (2) to implement the traffic management plan, including police or other service personnel to close roads, deploy barricades and conduct other appropriate traffic management operations,
- (3) to provide appropriate resources (but not less than two police vehicles as direct Relay escorts) to assure safety and security for the Relay caravan through the local government area,
- (4) to provide an adequate law enforcement response capability to undertake necessary police action in the event of threats or actual physical acts that might place the safety of Relay participants in jeopardy,
- (5) to advise the SLOC Relay Security Manager of any known or perceived security risks in the local government area, and
- (6) to provide adequate law enforcement and other service personnel for crowd control and direction along the Relay route and at the break site.

(f) Medical Services – Community agrees to provide adequate on-call Emergency Medical Service (EMS) vehicle(s) and qualified personnel dedicated to the Relay and also the break site. In particular, the EMS vehicle(s) and personnel shall be positioned at agreed-upon location(s) to provide an EMS response capability in the event of an incident involving a Relay participant.

(g) Sanitation Services – Community agrees,

- (1) to provide post-event cleaning and waste management services along the Relay route and at the break site, and
- (2) to provide an adequate number of dumpsters or waste containers along the Relay route and at the break site.

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(h) **Permits** – Community shall obtain all required permits. In the event any permit is required for SLOC or SLOC Associated Parties for the Relay or break site, Community agrees, *to the extent it can within its existing authority*, to waive all such permits or to issue such permits at no cost to SLOC and SLOC Associated Parties for the following activities:

- (1) movement of the Relay caravan through the local governments area,
- (2) events conducted at the break site,
- (3) erection of temporary facilities at the break site,
- (4) movement of the Coca-Cola and Chevrolet promotional vehicles through the local government area, including retail and promotional activities on and from those promotional vehicles,
- (5) retail sales by Official Merchandise licensees along the Relay route, and
- (6) any other activity or operation by SLOC and SLOC Associated Parties reasonably necessary to conduct the Relay.

(i) **Community Merchandise Access Program** – Community may participate in a Community Merchandise Access Program to be developed by a SLOC Licensee. If Community decides to participate, Community agrees to comply with applicable rules and guidelines provided in the Community Merchandise Access Program Purchase Brochure.

(j) **Concessions** –

- (1) With the exception of pre-existing contracts with the Community or governmental organizations within the Community's local government area, the Planning Guide does not permit the licensing of temporary retail outlets or personal selling of non-food products at the time and along the route of the Relay and break site.
- (2) On the day of the Relay, Community agrees, *to the extent allowable by federal, state or local constitutions, statutes, regulations, or policies*, to deploy an enforcement team to prevent and, if necessary, to remove unauthorized temporary vendor retail operations along the Relay route and break site.

(a) **Community Volunteers** – Community agrees to assist the recruiting and deploying of Community volunteers to provide assistance along the Relay route and at the break site. Community agrees, *to the extent allowable by federal, state or local constitutions, statutes, regulations, or policies*, to comply with SLOC (1) restrictions on messaging, logos and the like on volunteer clothing and equipment and (2) obtaining appropriate waiver and release forms required by SLOC.

3.3 Consultation Between SLOC and Community

Parties agree to consult with each other to prepare for the Relay within Community's local government area in accordance with the Planning Guide. Nevertheless, the Parties agree that SLOC is ultimately responsible for making final decisions (following consultation with Community, if possible and appropriate) in relation to all aspects of the Relay, including but not limited to route selection and break site. In addition, SLOC retains the exclusive right to revise any aspect of the Relay, and the Planning Guide that may be necessary or appropriate in the sole opinion of SLOC.

ARTICLE IV TERM

Unless terminated sooner under Article VI, Termination, this Agreement shall be effective from the date of its execution, above stated, until the date the obligations of the Parties under the Agreement are complete, *which occurs on the day following completion of the Relay through the Community, except* **for Article V, Liability and INSURANCE.** KJE
DH

ARTICLE V LIABILITY AND INSURANCE

5.1 Community *and SLOC hereby agree to be responsible for each one's and their respective directors, officers, employees and volunteers own* claims, liabilities, losses, damages and costs (including legal costs and expenses) arising directly or indirectly from:

- (a) any breach by Community of this Agreement, or
- (b) any act or omission (including negligence, willful misconduct or unlawful conduct) by Community or any Community officers, elected officials, employees and agents relating to the subject matter of this Agreement.

5.2 Community agrees to provide SLOC with a Certificate of Insurance from its insurance carrier or, if self-insured, a letter on Community letterhead confirming that fact.

5.3 Community agrees to maintain its insurance or self-insured program from the effective date of this agreement until the conclusion of the Salt Lake 2002 Olympic Torch Relay,

- (a) a policy of general liability insurance with a limit not less than ONE MILLION DOLLARS (\$1,000,000) for general liability, property damage and bodily injury and death resulting from any one accident,
- (b) Automobile Liability Insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000) for each accident. Such insurance shall cover liability arising out of any automobile, including those, which are owned, hired and non-owned.
- (c) workers compensation and employer's liability insurance with respect to their respective employees and other respective persons normally covered under such policies, and

5.4 Community agrees to notify SLOC within **thirty (30)** business days of any related claim made under the respective insurance policy(ies).

**ARTICLE VI
TERMINATION**

Termination With or Without Cause. Community acknowledges and agrees that SLOC possesses the ultimate decision to conduct the Relay in the Community's local government area. Therefore, Community agrees that SLOC, in its sole discretion, may terminate this Agreement and the Relay through the Community's local government area at any time for any or no reason. However, SLOC agrees that, in the event of termination, SLOC will use reasonable efforts to appropriately coordinate with Community and will provide Community notice of the termination as soon as practicable after the decision by SLOC is made.

**ARTICLE VII
CONFIDENTIAL INFORMATION**

Subject to applicable legal requirements, each Party agrees to use reasonable efforts not to disclose to third parties Confidential Information provided by the other Party. If SLOC is required by law to disclose such Confidential Information, SLOC will notify Community prior to such disclosure.

ARTICLE VIII
LICENSE

Attached as Exhibit A and incorporated by reference to this Agreement, is the License Agreement between SLOC and Community for Community's non-commercial use of certain SLOC Designated Marks and Copyrights solely for the purpose of planning and conducting the Relay. Upon execution of the License Agreement, SLOC grants to Community, under the terms and conditions indicated, fully paid up, nonexclusive and nontransferable rights for certain permitted uses of the Designated Marks and Copyrights.

ARTICLE IX
MISCELLANEOUS

9.1 **Entire Agreement.** This Agreement, its Exhibits and references contain all the terms and conditions agreed by the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and negotiations. This Agreement shall not be modified or revised, except by a document signed by authorized representatives of both Parties.

9.2 **No Waiver.** No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument executed by the Party against whom the waiver is to be enforced. No waiver by a Party of any term or condition of this Agreement shall constitute a waiver by such Party of any prior, concurrent or subsequent breach or default of the same or any other term or condition of this Agreement.

9.3 **Notices.** All notices, demands, requests and other communications required or permitted under this Agreement shall be deemed effective, if (a) personally delivered, (b) sent by a nationally recognized overnight delivery service providing a signed receipt, or (c) sent by certified or registered mail, return receipt requested.

If to SLOC: Salt Lake Organizing Committee
 299 South Main Street, Suite 1300
 Salt Lake City, Utah 84145
 Attention: Ms. Ann Wall

cc: Law Department

If to Community: _____

Attention:

9.4 Delays. The Parties acknowledge that the time set for conducting the Relay cannot be changed. Therefore, successful implementation of the Relay requires close cooperation and fairness between the Parties. The Parties agree to notify each other as soon as practicable when either becomes aware of any condition that will significantly affect timing of the Relay.

9.5 Representations. Each Party represents that it possesses the authority to enter into this Agreement and is not bound by any other agreement that conflicts with the transactions contemplated by this Agreement. Further, each Party represents that its obligations and rights under this Agreement will not violate any restriction contained in each respective Party's organizational documents nor will its obligations and rights conflict with any law, statute, ordinance, order, ruling, license, regulation or judgment to which each respective Party is subject.

9.6 Conflict of Interest. Each Party agrees to use its best efforts to ensure that its directors, officers, employees, volunteers, contractors, advisors and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner.

9.7 Severability. If any provision or term of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, such provision or term shall not affect any other provision or term of this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of this Agreement is not frustrated.

9.8 Independent Contractors. This Agreement shall not create a joint venture, partnership, principal-agent or other relationship between the Parties, except that of independent contractors.

9.9 Survival. The provisions of this Agreement (a) shall survive termination of this Agreement to the extent necessary to protect the rights and to effect the intent of the Parties, and (b) shall inure to the benefit of the Parties and, to the extent set forth herein, to their respective successors and permitted assigns.

9.10 Counterparts. This Agreement may be executed in more than one counterpart, each of which, when executed, delivered and complete with its incorporated Exhibit, shall be deemed an original.

9.11 Governing Law and Jurisdiction. *For the limited purpose of licensing, this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Utah, without reference to its conflict of laws rules; such legal or equitable claims shall be filed in the respective state or federal court in Utah.*

9.12 Force Majeure. Performance under this Agreement is excused while and to the extent the Parties are unable to perform by reason of Force Majeure, provided that any such occurrence shall not deprive any Party of its remedies to terminate this Agreement as provided herein or at law.

EFFECTIVE AS OF THE DATE STATED ABOVE.

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SLOC: Wells

Title: Sr. Vice President

SALT LAKE ORGANIZING COMMITTEE FOR THE
OLYMPIC WINTER GAMES OF 2002

Daniel C. Holler

COMMUNITY: _____

Title: Douglas County Manager

~~Exhibit A - Designated Marks and Copyrights License Agreement~~

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2002 FEB 12 AM 8: 57

LINDA SLATER
RECORDER

\$ 0 PAID PC DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: February 8, 2002
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Colleen M. Hullock Deputy

SEAL