

Memo Regarding Grand Junction Off Road

To: Todd Sadow – President, Mountain Bike America, LLC

From: Debbie Kovalik – Department Director, City of Grand Junction

Date: October 26, 2016

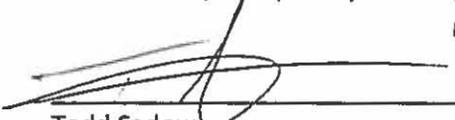
RE: Sponsorship agreement outline of Grand Junction Off-Road Commitments

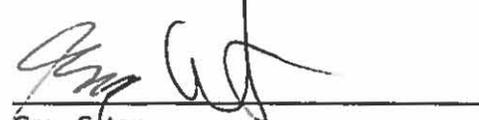
The Grand Junction Visitor & Convention Bureau Department (GJVCB) looks forward to sponsoring the Grand Junction Off-Road event in 2017.

The following agreements will be incorporated into the contract which will be written and signed following the City Council's approval of the 2017 budget.

- The GJVCB will sponsor the 2017 event and commits \$40,000 for marketing services . This will be paid in two installments: \$20,000 on January 15, 2017 and \$20,000 on April 15, 2017, contingent upon signing the contract in December and meeting all of the requirements identified in the contract.
- As partial consideration of the fee for marketing services , Mountain Bike America LLC. must recognize the GJVCB in printed promotional materials, event signage, recognition on the Grand Junction Off-Road website and a link from its website to visitgrandjunction.com . Specific details will be outlined in the marketing services contract.
- Mountain Bike America LLC. shall work directly with the City, the Downtown Development Authority and the Business Improvement District, (DDA and BID) to arrange for street closures and permits needed for the 3-day event.
- The City of Grand Junction will provide the same level of in-kind services as outlined in the 2016 Grand Junction Off-Road Agreement. This includes trash removal and maintenance, adequate storage for event materials and supplies including a minimum of 500 square feet and on-site shipping/receiving during business hours . The City's Public Safety and Control shall provide adequate public safety personnel for all areas of the event, which shall include Officers or appointed police department volunteers as indicated in the Traffic Control Plan and necessary support at all intersections within all Event venues (as required by local ordinance). Mountain Bike America LLC. will work with the City to determine the appropriate security and traffic control plan and this will be developed and approved on or before February 15, 2017 for the 2017 event.

The City of Grand Junction and the Grand Junction Visitor and Convention Bureau eagerly awaits the 5th annual Grand Junction Off-Road event which has produced a 3-day mountain bike event and music festival. All parties anticipate a successful and mutually beneficial economic impact to the Grand Junction community and Mountain Bike America, LLC. (dba Epic Rides).


Todd Sadow
President
Mountain Bike America, LLC.

12/16/16

Greg Caton
City Manager
City of Grand Junction

GRAND JUNCTION OFF-ROAD HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT, is dated, entered into, and effective this 1st day of March, 2017, by and among MOUNTAIN BIKE AMERICA, LLC, an Arizona limited liability company, doing business as Epic Rides (referred to herein as "Epic Rides"), and the CITY OF GRAND JUNCTION (referred to herein as "Municipality"), by and through the GRAND JUNCTION VISITOR AND CONVENTION BUREAU (referred to herein as "VCB") (collectively "Parties").

RECITALS:

A. Epic Rides is in the business of organizing, promoting, and operating mountain bike events throughout the United States.

B. The Parties desire that Epic Rides, with support and assistance from the Municipality, plan, organize, promote, and operate an annual three-day mountain bike event to be located within Grand Junction, Colorado, and on surrounding trails/area.

NOW, THEREFORE, for mutual considerations, the Parties agree as follows:

1. The Event. Epic Rides shall produce a three-day (Friday, Saturday, and Sunday) combined mountain bike ride, music festival, and beer service event (referred to herein as the "Event"), occurring May 19th through 21st, 2017. The Event will include mountain bike rides, with participation opportunities for riders of all levels, a music festival, a bike and outdoor industry expo, and various beer service areas/gardens, to be located in downtown Grand Junction, Colorado, and surrounding venues and trails. The structure, composition, participation opportunities, and all other details of the Event shall

be determined by Epic Rides. With the support of the Municipality and VCB, Epic Rides shall coordinate the production of the event with area partners including, the Greater Grand Junction Sports Commission, the Downtown Grand Junction Business Improvement District, Mesa County, Grand Junction Economic Partnership, Colorado State Patrol, and the Grand Junction Field Office of the BLM for the reservation and use of all venue sites, trails, access, parking, and equipment. Any press releases, promotions, and other public announcements related to the Event, from Municipality or VCB, shall be shared to secure prior consent of Epic Rides at least four (4) days before its release, which shall not be unreasonably withheld from either party.

2. Mountain Bike Rides. Epic Rides will be solely responsible for all aspects of the mountain bike ride component of the Event, including all planning, preparation, operation, and wrap-up of the rides, races and bike industry and outdoor expo. The exact structure, composition, participation opportunities, and all other details of the rides shall be at the sole determination of Epic Rides, which may be modified from time to time. Epic Rides' responsibilities shall include participant registration, ride operations, safety, timing, press relations, and other functions customarily related to a mountain bike event and as set forth in the Operations Plan and Route Map. All revenue generated from the mountain bike rides (including participant fees, sponsorships, and merchandise sales) shall belong solely to Epic Rides.

3. Financial Obligations. VCB shall pay to Epic Rides the following amounts, to assist Epic Rides with the expenses related to production of the Event:

(a) 2017 Event - \$40,000:

(i) \$20,000 by January 31, 2017

(ii) \$20,000 by April 15th, 2017

4. Sponsorships. Epic Rides shall have sole authority to locate, negotiate, and sign up all sponsorships for the Event, and all sponsorship revenue will belong solely to Epic Rides. Epic Rides will be responsible for securing sponsorships, including encouraging local businesses to sponsor the Event.

5. Venue. Municipality shall provide to Epic Rides (at no cost to Epic Rides) use and access to all space and venues for the Event, as utilized in previous Epic Rides Events, within Grand Junction, Colorado. Epic Rides shall present to Municipality a plan for the Event, which shall include proposed venue sites. The plan shall be presented to the Municipality no later than sixty (60) days prior to the Event. Municipality shall approve and/or propose suggested modifications to the plan within thirty (30) days of its receipt of the plan.

Unless otherwise agreed to by the Parties, the venues shall include the closure of Main Street as identified in the route plan for the entire three days of the Event (wherein the start and finish lines of the bike rides will be located), an expo area, a contiguous beer and wine garden with a concert festival area, emergency response net control, and additional spaces as ancillary venues and common areas adjacent to Main Street.

6. Public Safety and Traffic Control. Municipality shall provide (at no cost to Epic Rides) public safety personnel necessary for the Event as determined by the Municipality, which shall include officers and/or police department appointed volunteers as indicated in the Traffic Control Plan and necessary support at all intersections within all

Event venues. Epic Rides shall work with Municipality to determine the appropriate security and Traffic Control Plan.

7. EMS and First Aid. Municipality shall provide (at no cost to Epic Rides) all EMS personnel, resources (including medical personnel and equipment), and basic first aid at all Event sites located in downtown Grand Junction (as required by local ordinance) and at the Aid Station as identified on the Route Map. Epic Rides shall be responsible for providing an EMS Director for the Event (which shall be a qualified member of the medical community or the like), and shall be responsible for providing all EMS personnel, resources (including medical personnel and equipment), and basic first aid at remote mountain bike courses locations outside of downtown Grand Junction (as required by local ordinance).

8. Sanitation. Municipality (at no cost to Epic Rides) shall provide all refuse and recycling containers, removal, and maintenance, in such numbers and at such locations as is necessary to support venues and areas of the Event within downtown Grand Junction. Epic Rides shall provide Municipality with all such requirements no later than sixty (60) days prior to the Event. Epic Rides shall provide all port-o-lets, removal, and maintenance, in such numbers and at such locations as is necessary to support all venues and areas of the Event outside of the City of Grand Junction, which shall include the mountain bike courses and Downtown Grand Junction.

9. Municipality Liaison. Municipality appoints Kristen Ashbeck or other designee as its representative and liaison to assist Epic Rides in all matters related to the planning, promotion, and operation of the Event, including securing all necessary licenses and permits.

10. Accommodations. Epic Rides is responsible for securing accommodations for pre-production and event weekend related visits.

11. Storage and Shipping. Municipality shall provide (at no cost) to Epic Rides, a minimum 400 square feet shipping and storage facility located in or near the downtown area. The location must be staffed and able to receive shipments between business hours of 8:00am and 4:00 m.

12. Third Party Agreements. Epic Rides may engage sub-contractors to provide any of the services related to the planning, promotion, and operation of the Event. Any proposed agreements with third party vendors to be engaged by Municipality or VCB as part of the Event shall be presented to Epic Rides no less than ninety (90) days prior to the starting date of an Event. Epic Rides shall respond to Municipality or VCB within ten (10) days of receipt of the proposed agreement with its approval, rejection, or requested modifications. Any change orders to be made under a third party agreement must be presented to Epic Rides, for approval, rejection, or requested modification, no less than ten (10) days prior to the starting date of an annual Event.

13. Event Reports. Epic Rides shall, within ninety (90) days following the Event, present to Municipality a written report of the estimated economic impact of the annual Event on Grand Junction, which shall be based on actual data collected during the Event and extrapolated from results of the Seidman Research Institute economic impact analysis conducted on the 2013 Whiskey Off-Road in Prescott, AZ. Epic Rides shall submit within 90 days following the Event, the demographics of registered riders to include their City, State and zip code, their gender and age.

14. Laws, Codes, Rules, and Regulations. All parties shall comport their actions hereunder to all applicable laws, codes, rules, regulations, and ordinances.

15. Intellectual Property Rights. Epic Rides shall own all rights to all intellectual property related to, and created by, the Event, including trademarks and tradenames (including the "Grand Junction Off-Road"), logos, and copyrights. Municipality and VCB shall, at the request of Epic Rides, execute and deliver assignments of any such intellectual property rights that it may claim.

Municipality and VCB hereby grants to Epic Rides a non-exclusive, non-transferable, and non-sub-licensable license to use all tradenames and trademarks owned by Municipality or VCB, or in which Municipality or VCB has any rights, for use in the marketing and promotion of the Event. As partial consideration of the fee for marketing services, Epic Rides must recognize the GJVCB in printed promotional materials, event signage, recognition on the Grand Junction Off-Road website and a link from its website to visitgrandjunction.com.

16. Confidential Information. All parties may exchange and identify certain information as confidential ("Confidential Information") during the term of this Agreement. The providing party shall clearly identify material as Confidential Information, or it shall not be considered Confidential Information for purposes of this Agreement. The recipient shall maintain all Confidential Information of the disclosing party in confidence using the same standard of care that the recipient uses to maintain its own confidential and proprietary information in confidence, but not less than a commercially reasonable standard of care. The recipient shall use reasonable efforts to ensure that its employees

and agents who have access to such Confidential Information will abide by these terms. The recipient shall only use such Confidential Information solely for purposes of performing its obligations and exercising its rights under this Agreement. Such obligation of confidentiality shall survive the termination or expiration of this Agreement; however, the obligation is and shall at all times be subject to the Colorado Open Records Act as applicable. Further, the parties agree and acknowledge that the unauthorized disclosure of Confidential Information could result in irreparable harm to the other party/ies.

17. Term. This Agreement shall be effective as of the date first entered above, and shall terminate upon the later of the conclusion of all tasks related to the promotion, planning, operations, and wrap up of the 2017 Event.

Municipality may terminate this Agreement upon the material breach by Epic Rides, and Epic Rides may terminate this Agreement upon the material breach by Municipality or VCB. Provided, however, that a non-breaching party shall provide written notice to the breaching party of its agreed breach and a period of no less than thirty (30) days to cure (or to take substantial efforts to cure) such breach.

18. Miscellaneous.

(a) In making and performing this Agreement, the Parties are acting independently, and shall have no authority to obligate the other party in any respect nor hold itself out as having any such authority. Nothing in this Agreement shall be deemed to create a partnership or joint venture.

(b) Amendments in Writing. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all parties.

(c) Severability. If any part of this Agreement is determined to be invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same effect as the original. The invalidity or unenforceability of any provision shall not affect the enforceability of the remainder of this Agreement, unless such invalidity or unenforceability would materially alter the consideration due a party, in which event, the affected party may elect to rescind this Agreement.

(d) Notices. All notices, statements, demands, requests, or consents given hereunder by a party to the other party shall be in writing and shall be personally delivered, overnight courier service, electronic mail or United States mail, and addressed to the parties as follows:

To Epic Rides:	Todd Sadow Epic Rides 534 N. Stone Avenue Tucson, AZ 85705 Phone: (520) 623-1584 Email: tsadow@epicrides.com
To Municipality:	Grand Junction Attn: City Manager Greg Caton 250 N. 5 th St. Grand Junction, CO 81501 Phone: (970) 244-1508 Email: GregC@ci.grandjct.co.us
To VCB:	Grand Junction Visitor and Convention Bureau

	Attn: Debbie Kovalik 740 Horizon Drive Grand Junction, CO 81506 Phone: (970) 224-1480 Email: debbiek@gjcity.org
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or to such other or additional address or electronic mail address as a party may have furnished to the other parties by written notice as a place for the service of notice. Notices shall be deemed received upon delivery, except mailed notices shall be deemed to have been received three (3) days after deposit in the United States mail, postage prepaid.

(e) Governing Law. This Agreement, its application and interpretation, and all rights and obligations of the parties hereunder shall be governed by and construed exclusively in accordance with the laws of the State of Colorado, excluding any choice of law rules which would apply the laws of another jurisdiction. Any disputes regarding this Agreement shall be exclusively resolved in the state courts, located in Grand Junction, Colorado. Each party consents to the exclusive jurisdiction of such courts and agrees not to bring any action under this Agreement except in Grand Junction, Colorado.

(f) Time of the Essence. Time is of the essence with regard to all of the provisions of this Agreement.

(g) Counterparts. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original and all taken together shall constitute one and the same instrument.

(h) Terms. Unless the context requires otherwise, words denoting the singular shall be construed as including the plural, and words in the plural shall be construed as

including the singular. Words of one gender shall be construed as including another gender or neuter if appropriate within the context.

(i) Construction. The captions or headings of this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any provision herein. This Agreement is a result of negotiations between the parties. Therefore, this Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties have prepared it.

(j) Force Majeure. If the performance of any party of any of its obligations under this Agreement is prevented, restricted, interfered with or delayed by reason of any cause beyond the reasonable control of the party obligated to perform (a "Force Majeure"), then the party so affected shall, upon giving written notice to the other party, be excused from such performance to the extent such prevention, restriction, interference or delay, provided that the affected party shall use its best efforts to avoid or remove such causes of nonperformance and shall continue performance with its best efforts whenever such causes are removed. Force Majeure shall include, but shall not be limited to, inclement weather which might reasonably impact the safety of Event riders, whether through direct contact, or through such weather's affect on the trails, as determined solely by Epic Rides or the City of Grand Junction, Colorado State Patrol, or Grand Junction Field Office of the Bureau of Land Management.

(k) Assignment. No party may assign or transfer its rights or delegate its obligations under this Agreement without the other parties' consent, which consent may be withheld in another party's sole discretion.

(l) Permitted Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(m) No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any other person other than the parties hereto or their permitted successors and assigns, any benefits, rights or remedies.

(n) Action to Enforce. If any action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees including the value of services of in-house counsel, whether or not a lawsuit is filed.

(o) Entire Agreement. This Agreement constitutes the entire agreement between and reflects the reasonable expectations of the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are merged herein and/or expressly declared void and are superseded by this Agreement.

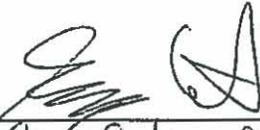
"EPIC RIDES"

Mountain Bike America, LLC

By: 
Todd Sadow, Manager

"MUNICIPALITY"

City of Grand Junction

By: 
Its: Greg Caton, City Manager

"VCB"

Grand Junction Visitor and Convention
Bureau

By: 
Its: Debbie Kovalik Executive Director