

**GRAND JUNCTION OFF-ROAD
HOST COMMUNITY AGREEMENT**

THIS HOST COMMUNITY AGREEMENT, is dated, entered into, and effective this ____ day of __March 15__, 2019, by and among MOUNTAIN BIKE AMERICA, LLC, an Arizona limited liability company, doing business as Epic Rides (referred to herein as "Epic Rides"), CITY OF GRAND JUNCTION (referred to herein as "Municipality"), and the GREATER GRAND JUNCTION SPORTS COMMISSION (referred to herein as "GGJSC").

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 and GGJSC, plan, organize, promote, and operate an annual three-day mountain bike event to be located within Grand Junction, Colorado, and on surrounding trails.

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

1. The Event. Epic Rides shall produce an annual three-day (Friday, Saturday, and Sunday) combined mountain bike ride, music festival, and beer service event (each annual event, and all combined annual events, referred to herein as the "Event"), occurring the third weekend in May annually. 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 solely by

Epic Rides, which may be modified by Epic Rides from time to time. Except as otherwise expressly provided herein, Epic Rides shall have exclusive control and authority over all aspects of the Event, including planning, content, marketing, and promotion. With the support of the Municipality and GGJSC, Epic Rides may work with the Grand Junction Convention & Visitors Bureau, 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 GGJSC, shall be subject to prior consent of Epic Rides, which shall not be unreasonably withheld.

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. All revenue generated from the mountain bike rides (including participant fees, sponsorships, and merchandise sales) shall belong solely to Epic Rides.

3. Music Festival. Epic Rides is working with the Downtown Grand Junction Business Improvement District ("BID") who shall be responsible for planning, organizing, and promoting of the musical festival component of the Event in coordination with Epic

Rides, which shall include booking all musical acts, being responsible for all related expenses, and shall be the beneficiary of related Beer Garden revenues. All musical acts, and the schedule of all musical acts, shall be subject to the approval of Epic Rides. Epic Rides shall have the discretion in its approval or rejection of all proposed musical acts and schedule, but shall base its decisions on cost efficiency and appeal to primary and secondary markets within the community. BID may engage a third-party contractor to assist with the planning, organizing, and promoting of the musical festival. Provided, however, that Epic Rides shall have the sole discretion to approve or reject the selection of the third-party contractor. Provided further, that Epic Rides shall retain the option to book the Saturday headliner act. There shall be no entrance fee, or ticket fee to attend any of the musical acts.

4. Music Staging. BID shall provide all outdoor staging, sound equipment, lighting equipment, scaffolding, and pedestrian railings to accommodate a minimum of two (2) stages throughout the Event. Epic Rides shall provide BID with all such requirements no later than sixty (60) days prior to an annual Event. BID or a specified and agreed upon third party is responsible for hiring and compensating personnel for the music festival (including sound, lighting, roadies, etc).

5. Food and Beverage Concessions. BID shall be responsible for planning and organization of all food and beverage concessions throughout the Event. The location of all food and beverage concessions shall be subject to approval from Municipality. Epic Rides shall not directly sell any food or beverages, but shall collaborate with one or more non-profit organizations to facilitate such sales through permitted liquor sales in beer garden

environments. Food and beverage sales (especially beer sales) may be subject to requirements of sponsorship agreements.

6. Financial Obligations. GGJSC shall pay to Epic Rides the following amount annually, to assist Epic Rides with the expenses related to production of the Event:

(a) 2019 Event - \$40,000:

(i) \$20,000 upon the full execution of this Agreement

(ii) \$20,000 by April 30, 2019

7. 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. To the degree practical, Municipality and GGJSC shall assist Epic Rides with securing sponsorships, including encouraging local businesses to sponsor the Event, and making proper introductions between Epic Rides and potential sponsors.

8. Venue. Municipality shall provide to Epic Rides (at no cost to Epic Rides) use and access to all space and venues for the Event, within Grand Junction, Colorado. *The City of Grand Junction will assist GJ Off-Road with Public Safety, Traffic Control, EMS/First Aid and Sanitation as an in-kind service in an amount not to exceed the value of \$20,000. The City will use its best efforts to provide necessary safety equipment (e.g., barriers, signs, traffic control) and personnel within the \$20,000 in-kind budget. The Promoter shall pay any and all cost in excess of that amount. The City agrees no other services it provides to or for the Event shall be included in the in-kind services \$20,000.00 budget. Any expenses in excess of the \$20,000 budget will be invoiced to Epic Rides and must be paid within 60 days.*

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 an annual 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 all parties, the venues shall include the closure of Main Street between 1st Street and 7th Street 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.

9. Public Safety and Traffic Control. Municipality shall provide subject to the in-kind budget outlined in section 8 adequate public safety personnel for all areas of the Event including the egress routing from downtown, which shall include officers and/or police department appointed volunteers or flaggers as indicated in the Traffic Control Plan and necessary support at all intersections within all Event venues (as required by local ordinance). Epic Rides shall work with Municipality to determine the appropriate security and traffic control plan.

10. EMS and First Aid. Municipality shall provide subject to the in-kind budget outlined in section 8 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 Little Park Aid Station located on Little Park Road. 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).

11. Sanitation. Municipality shall subject to the in-kind budget outlined in section 8 provide all refuse and recycling containers, removal, and maintenance, in such numbers and at such locations as is necessary to support all 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 an annual 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.

12. GGJSC Liaison. GGJSC appoints Ms. Renee Wheelock 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. Municipality may appoint additional and/or replacement representatives and liaisons, but shall always have at least one (1) representative/liaison to work with Epic Rides during the term of this Agreement.

13. Storage and Shipping. Municipality shall provide (at no cost) to Epic Rides, a minimum 500 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 5:00pm.

14. Third Party Agreements. Epic Rides may engage subcontractors 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 GGJSC 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 GGJSC 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.

15. Event Reports. Epic Rides shall, within ninety (90) days following each annual Event, present to Municipality and GGJSC a written report of the estimated economic impact of the annual Event on Grand Junction, which shall be based on actual data collected through the annual event and extrapolated from results of prior commissioned economic impact analysis. To support the analysis and provide further understanding of the event, Epic Rides will provide the information contained in APPEDIX A from participants, and will provide information resources available after this agreement is executed ~~and information captured prior to execution for items included in Appendix A if any.~~ ^{3/26/19 TS}

16. Laws, Codes, Rules, and Regulations. All parties shall comport their actions hereunder to all applicable laws, codes, rules, regulations, and ordinances. Municipality shall assist Epic Rides (at no cost to Epic Rides) with securing all necessary authorizations, permits, and licenses to operate the Event.

17. 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 GGJSC shall, at the request of Epic Rides, execute and deliver assignments of any such intellectual property rights.

Municipality and GGJSC hereby grants to Epic Rides a non-exclusive, non-transferable, and non-sublicensable license to use all tradenames and trademarks owned by Municipality or GGJSC, or in which Municipality or GGJSC 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 VGJ and GGJSC in printed promotional materials, and event signage produced after this agreement is executed and give recognition on the Grand Junction Off-Road website and a link from its website to [visitgrandjunction.com](http://grandjunctionsports.org/) and <http://grandjunctionsports.org/> after this agreement is executed.

18. 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. Further, the parties agree and acknowledge that the unauthorized disclosure of Confidential Information could result in irreparable harm to the other party/ies. Accordingly, in the event that a party breaches its obligations

with respect to Confidential Information under this Agreement, the injured party/ies shall be entitled to enjoin any further breach and may take such additional action as it deems necessary and appropriate including seeking damages in any court of competent jurisdiction.

19. Term. This Agreement shall be for one year for the Bike Event to be held in 2019. Municipality or GGJSC 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 GGJSC. Provided, however, that a non-breaching party shall provide notice to the breaching party of its breach and a period of no less than thirty (30) days to cure (or to take substantial efforts to cure) such breach.

Upon termination of this Agreement, Epic Rides shall have no obligation to refund any amounts received under this Agreement, by Municipality, by GGJSC, or any other person or organization.

20. Miscellaneous.

(a) Independent Contractors. In making and performing this Agreement, the parties are acting and shall act as independent contractors, and shall have no authority to obligate the other parties 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 Mountain Bike America, LLC 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 GGJSC:	Greater Grand Junction Sports Commission Attn: Executive Director Renee Wheelock Lowell Heiny Hall Office 443 1100 North Avenue Grand Junction, CO 81501 Phone: (970) 240-1378 Email: rmwheel@gmail.com

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 non performance 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 effect 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, 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 3/26/19
Date: _____

"MUNICIPALITY"

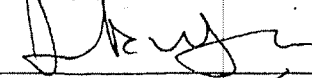
City of Grand Junction

By: 

Its: Greg Caton
Date: 3/19/2019

"GGJSC"

Greater Grand Junction Sports Commission

By: 

Its: CHAIRMAN
Date: MARCH 19, 2019

APPENDIX A

1. Race attendee age group: (1) 18 - 24, (2) 25 - 34, (3) 35 - 44, (4) 45 - 54, (5) 55 - 64, (6) 65+
2. Race attendee gender:
3. Number of attendees per Zip Code *City, State* *TS - 3/26/14*
4. Lodging Info - Where is race attendee staying?
 - a. Name of hotel or motel:
 - b. Name of campground:
 - c. Vacation home rental:
 - d. Stayed with friends or family
 - e. Stayed in van or car
5. How many nights is race attendee staying?
6. Has race attendee been to Grand Junction before?
7. Did race attendee come to Grand Junction solely for the GJ Off-Road event?
8. Has race attendee participated in the GJ Off-Road race before?
9. How did race attendee hear about the GJ Off-Road race?
 - a. Website
 - b. Social
 - c. Print
 - d. Digital Ad
 - e. Friend/Colleague
 - f. Other: _____
10. Total Attendance
 - a. Race attendees
 - b. Spectator attendees
 - c. Overnight race attendees
 - d. Day race attendees
11. How many people will travel with you to Grand Junction?
12. How arrived?
 - a. Drive
 - b. Fly - What airport are you flying into and out of?

13. On a scale of 1 – 10, with 10 most likely and 1 least likely, how likely are you to recommend the Epic Rides produced Grand Junction Off-Road event to others?
(Note: Provide results for each data point on the scale, 1 – 10, e.g., 100 responded “9,” 50 responded “5” and so on.)
14. Share Post-Race Survey Results that Epic Rides sends GJ Off-Road participants.
15. GJ Off-Road Social Media Pages (include all platforms): These figures must be directly tied to the Grand Junction race event, rather than other EPIC race series.
 - a. Impressions
 - b. Posts
 - c. Engagements
 - d. Reach
 - e. Mentions

