

**Midwest Cycling Series
RACE AGREEMENT**

This Cycling Race Agreement (the "Agreement") is by and between Midwest Cycling Series, LLC, a Wisconsin Limited Liability Company (the "Promoter"), and City of Manitowoc, a Wisconsin municipal corporation (the "Local Host"), collectively referred to in this Agreement as the "Parties").

Whereas Promoter is engaged in the business of organizing and staging competitive pro/am cycling events to promote cycling and a healthy lifestyle; and

Whereas Promoter is the organizer of a bicycle racing series in Wisconsin titled Tour of America's Dairyland (the "Series"); and

Whereas Local Host desires to enter into this Agreement to provide the community of Manitowoc with a competitive pro/am cycling event involving the participation of racers, community volunteers and businesses; and

Whereas the Parties desire to identify in this Agreement the duties and responsibilities of Promoter and Local Host for the competitive pro/am cycling event set forth below (the "Races"); and

Whereas Local Host shall have right of first refusal for subsequent year (same day only) provided Local Host fulfills all duties and responsibilities of terms and conditions in this Agreement. Commitment date for subsequent year is November 1.

Now, therefore, for the consideration set forth in this Agreement, which the Parties agree is sufficient, the Parties agree to organize and stage the Races as follows:

AGREEMENT

- 1. Name, date and location of Races.** The Races shall take place, rain or shine, on Sunday, June 19, 2022 ("Race Day") in Manitowoc, Wisconsin. Local Host recognizes that the Races are part of the Series organized by Promoter. Local Host further recognizes that Promoter has secured sponsors ("Series Sponsors") to support the entire Series, and that such Series Sponsors shall appear in marketing materials and Race Day signage for the Races.
- 2. Schedule for Races.** The schedule for Race Day is set forth in the attached Exhibit A. Promoter retains the right to alter the time or distance of any race on Race Day to allow Promoter to maintain the schedule.
- 3. Local Host Fee and Primes.** Local Host agrees to pay Promoter a Local Host Fee of \$14,553.00 (the "Fee") for Promoter to organize and stage the Races, and the performance of the services that Promoter has agreed to perform in this Agreement, along with a minimum of \$2000.00 in cash primes per day for distribution by Promoter to riders during the Races (Local Host may designate the person or entity (such as a local merchant) sponsoring a prime by providing a list of prime sponsors to Promoter by June 1, 2022) for a total cost of \$16,553.00. The Fee shall be paid by Local Host in three (3) installments as follows: the first payment of \$2183.00 (15% of Fee) is due February 1, 2022; the second payment of \$6185.00 is due on April 1, 2022; the third payment of \$6185.00 is due on Race Day. The full \$2000.00 for primes shall be paid on or

before Race Day. Payments shall be made in the form of a check made payable to "Midwest Cycling Series, LLC" at PO Box 20914, Greenfield, WI 53220.

Should Promoter or Local Host determine or is required to cancel the Races due to the ongoing COVID-19 emergency or any other health orders identified by the CDC impacting health and public gatherings, such Party shall immediately notify the other Party of such cancellation no later than April 1, 2022. Promptly after such cancellation, Promoter shall return any funds received from Local Host under this Section 3 less an amount equal to 15% of the Fee which shall be retained by Promoter for its operating and marketing expenses incurred in preparation for the Races. Promoter and Local Host agree to consult on an ongoing basis regarding the impact of COVID-19 or any other health orders identified by the CDC on the Races prior to April 1, 2022. Should Promoter cancel Races after this date, the 15% of Sponsorship Fee shall still be retained, but any other funds paid shall be fully refunded. Should however the Local Host elect to cancel their Race only (and assuming a replacement Local Host cannot be found), a sliding scale refund shall be in place as noted below.

- a) April 2 through April 30 – 25% of Fee shall be retained by Promoter and any other funds paid shall be refunded
- b) May 1 through May 31– 50% of Fee shall be retained by Promoter and any other funds paid shall be refunded
- c) June 1 through Race Day – 100% of Fee shall be retained by Promoter and any other funds paid shall be refunded

4. **Duties of Promoter.** Promoter shall provide services necessary to stage a well-organized competitive pro/am cycling event for the Local Host and the local community. Promoter shall provide and pay for the following services to organize and stage the Races:
- A. Obtain and pay for all necessary USA Cycling permits and insurance to hold the Races;
 - B. Organize one (1) training session (optional at Local Host's discretion with timing and length of session mutually agreeable to Parties) for Local Host and volunteers for the organization and safe staging of the Races.
 - C. Online and Race Day registration management;
 - D. A start/finish area, including safety barricades/fencing, a truss for series banner (Local Host banner can be hung below this), an awards stage, and a finish line camera and scoring system;
 - E. Race announcers and USAC race officials;
 - F. Cycling specific regional and national media advertising;
 - G. Pace car for the Races;
 - H. Results management for racers, USA Cycling and media along with posting on the Series website;

- I. Prize payouts;
 - J. Coordination and distribution of Prime cash to racers;
 - K. Official race photographer;
 - L. Series Sponsor activation areas appropriate for maximum crowd exposure and agreeable to both Parties, provided that no Series Sponsor shall offer products or services competitive with any Local Host without Local Host's express permission. A copy of activating Series Sponsors and contact info shall be provided by Promoter to Local Host 30 days prior to Race Day. Local Host shall have the right to approve or disapprove any Series Sponsor proposed by Promoter within reason.
 - M. Maintenance of a website for the Series that contains a link to the Races, and links to Local Host and local supporters of the Races;
 - N. Medical/first aid coverage for the Races;
 - O. Set-up of Race course that includes placement of barricades in the start/finish area, along with safety fencing and safety bumpers on the remainder of the course for the Races;
 - P. Tee-shirts for volunteers (maximum of 25). Additional tee-shirts may be purchased separately by Local Host at cost not to exceed \$7.00 per shirt;
 - Q. Toilet and hand wash facilities (4 minimum) for racers, officials and staff;
 - R. Series posters (maximum of 25). Additional posters may be purchased separately by Local Host at cost not to exceed \$3.00 per poster;
 - S. Develop working relationships with local media to promote the Races. Provide a press release to local media at the conclusion of the Races containing results and stories.
5. **Duties of Local Host.** Local Host recognizes that the success of the Races requires Local Host to participate in the organization of the Races. Local Host shall provide the following services:
- A. Recruit and assist in the training of volunteers to perform various assigned tasks at the Races. Promoter requires that Local Host provide adequate volunteers to perform the required tasks as stated in Official Volunteer Handbook provided by the designated Volunteer Coordinator assigned by Promoter under this Agreement. Volunteers may be assigned by Promoter's Volunteer Coordinator or Local Host to any of the following required tasks on Race Day:
 - i. Course marshalling;
 - ii. Crosswalks
 - iii. Trash collection

- B. Secure necessary local permits for the closure of the Course on Race Day, including police and fire/EMT services where required;
- C. Promote the Races through local media;
- D. Plan activities, at Local Host's discretion, for the provided Local Event on schedule at the Races;
- E. Introduce Promoter to local fire/EMT services to coordinate with Promoter's medical provider;
- F. Distribute tee-shirts provided by Promoter for volunteers (Local Sponsor may also choose to imprint blank tees provided by Promoter), and distribute all posters for the Races provided by Promoter (Local Host may also choose to print own posters);
- G. Provide necessary toilet and hand wash facilities along with trash receptacles for spectating public and volunteers;
- H. Activation areas as requested by Promoter for Series Sponsor allowing for maximum crowd exposure. Local Host agrees to work with Promoter to assign appropriate space on a case-by-case basis.
- I. The parties agree that Local Host may assign some or all of its obligations to subcontractors and shall notify Promoter in writing if it elects to do so.

6. Course Approval, Permit, and Road Surface Repairs.

- A. The Parties agree that the Races shall be held on the course (the "Course") proposed by Local Host and designated in Exhibit B to this Agreement. In the event that Promoter or Local Host requests a change to the Course, the Parties shall discuss in good faith the proposed change. The Parties agree that Promoter has the right to refuse to make any change in the Course if Promoter concludes that the proposed change would have an impact on the safe conduct of the Races. Any change in the Course is subject to the ability of Promoter and/or Local Host to obtain all required permits.
- B. Local Host shall be responsible for obtaining and paying for a permit or permits from the appropriate local authority or authorities to conduct the Races on the Course. Promoter agrees to provide, if requested by Local Host, reasonable assistance to Local Host during the process of obtaining any necessary permit.
- C. On or before April 1, 2022, Promoter shall inspect the road surface of the Course to determine whether any repairs are necessary for the safe conduct of the Races. Local Host shall review their annual budget and determine their ability to make the necessary repairs.

7. Signage in the Start/Finish Area. If selected by Local Host, at the Local Host's sole discretion, Promoter will assist Local Host in the purchase and printing of all signs for placement in the start/finish area. All signs that Local Host sells in the start/finish area shall be installed and removed by Promoter on Race Day.

8. **Organizational Meetings.** Local Host agrees to put forth a good effort to attend any organizational meetings for the Races to be scheduled by Promoter, at a location and time to be announced by Promoter.
9. **Insurance.** Local Host agrees that it shall maintain comprehensive general liability insurance policy with a policy limit of at least \$1,000,000 per occurrence. Local Host shall provide Promoter with a certificate showing such insurance coverage by March 1, 2022. Promoter shall obtain a comprehensive general liability insurance policy with a policy limit of at least \$1,000,000 per occurrence, and such policy shall name the City of Manitowoc as additional insured. Promoter shall also obtain insurance coverage for the Races as typically provided by USA Cycling, which coverage shall include Local Host as an additional insured. Promoter shall provide Local Host with certificates showing such coverage by June 1, 2022.
10. **Indemnification.** To the fullest extent permitted by law, Promoter shall indemnify, defend and hold harmless, Local Host, its parents, subsidiaries and affiliates, and the shareholders, officers, directors, employees and agents against and from any and all claims, demands, judgments, costs and liabilities whatsoever which may arise or be alleged to arise out of (a) the breach by Promoter of any obligation under this Agreement and, (b) Promoter's organization, operation or management of the Races.

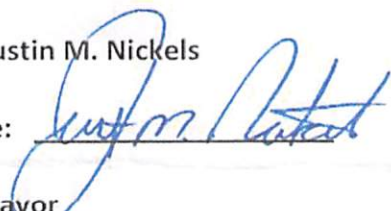
Procedure for Indemnification: Local Host agrees to give Promoter prompt notice of any event or any written claim by a third party which could give rise to any request for indemnification under this Agreement. If Promoter acknowledges in writing its obligation to indemnify for such claim, Promoter may select counsel to direct the defense of the claim. Local Host shall cooperate with Promoter in determining the validity of any such claim and in the defense of the claim. Local Host shall not settle any claim for which it has or will request indemnification under this Agreement without the written consent of Promoter.

11. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. This Agreement may not be amended except in a writing signed by Promoter and Local Host, except for Local Host assigning responsibilities as contemplated in 5.1. of this agreement.
12. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Wisconsin, without regard to any choice of law rules. Venue for any action or proceeding arising out of or related to this Agreement shall be Manitowoc County Circuit Court or the Eastern District of Wisconsin Federal Court, as appropriate.

Signature Page

City of Manitowoc

By: Justin M. Nickels

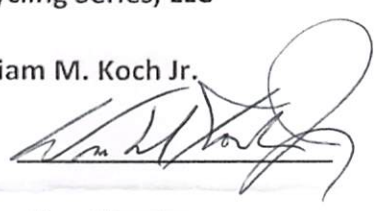
Signature: 

Its: Mayor

Date: 2/7/22

Midwest Cycling Series, LLC

By: William M. Koch Jr.

Signature: 

Its: Executive Director

Date: 2/7/2022

By: Mackenzie Reed-Kadow

Signature: 

Its: City Clerk

Date: 2/3/2022