

## CYCLING 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 Waukesha Parks, Recreation and Forestry Department (the "Local Host") (Promoter and Local Host are collectively referred to in this Agreement as the "Parties").

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

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

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

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

Now, therefore, in consideration of the mutual covenants set forth herein, the Parties agree to organize and stage a Race as follows:

- 1. Name, date and location of Races.** The Races shall take place, rain or shine, on Sunday, June 20, 2021 ("Race Day") in Waukesha, Wisconsin. Local Host recognizes that the Carl Zach Cycling Classic is 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 provided by Promoter for the Carl Zach Cycling Classic.
- 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 \$13,860.00 (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 \$2000.00 (criteriums only) in cash primes 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, 2021) for a total cost of \$15,860.00. The Fee shall be paid by Local Host in three (3) equal payments of \$4620.00 as follows: the first payment is due February 1, 2021; the second payment is due on April 1, 2021 and the final payment is due on Race Day. The full \$2,000.00 in cash or check 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. Promoter agrees to refund all sponsorship fees within 20 days after the cancellation of the race or by the race date, whichever occurs first, should Promoter fail to stage Races as planned in this agreement. **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, 2021. 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, 2021. 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 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 bicycle racing insurance to hold the Races and provide copies of deck sheets for the insurance to Local Host by June 1, 2021;
- B. Assist Local Host (if requested) in organizing one (1) training session for Volunteers prior to race day;
- C. Online and Race Day registration services, including staffing for registration service, and race numbers for racers;
- D. A start/finish area, including safety barricades/fencing, truss for series banner (Local Host banner can be hung below this), an awards stage, and a finish line camera and scoring system;
- E. A race announcer and USAC race officials;
- F. Cycling specific regional and national media advertising;
- G. Pace car for the Races;

- H. Up to twenty-five (25) tee-shirts for volunteers (additional tee-shirts may be purchased separately by Local Host);
- I. Prize money to racers (standardized for all races);
- J. Coordination and distribution of prime prizes to racers. The Promoter will announce each Prime sponsor and Prime copy (provided by Local Host) with each corresponding Prime and then provide a signed confirmation by all winners of primes at this event and the original copy will be given to the Local Host at the end of the race. (Riders must sign for their primes.);
- K. Bicycle race photographer (flash drive of photos provided free of charge to Local Host);
- L. An optional sports expo appropriate for maximum crowd exposure agreeable to both Parties, provided that no Series Sponsor shall offer products or services competitive with any Local Host without their express permission. A list of activating Series Sponsors and contact info will be provided by Promoter 30 days prior to start of Races. Local Host shall have right to approve or disapprove any sports expo vendor contracted by Promoter within reason;
- M. Creation and maintenance of a website for the Series that contains a link to the Races, and if provided by Local Host, links to Local Host and local supporters of the Races;
- N. First Aid/medical coverage for the Races (See attached MOSH plan, which is incorporated herein by reference.);
- O. Placement of barricades in the start/finish area, along with the placement of safety fencing and safety bumpers on the remainder of the course for the Races;
- P. Creation and submission of results to racers and USA Cycling along with posting on the Series website;
- Q. Toilet facilities (minimum of four) and wash stations for racers and officials/organizers (to be serviced midway through event);
- R. Series posters (maximum of 25) for distribution by Local Host (the poster shall include space for Local Host to imprint; additional posters may be purchased by Local Host);
- S. The Promoter shall be responsible for providing and placing of metal barricades along with any and all mattresses or padding along with affixing to any street signs, fire hydrants, etc.; and,
- T. The Promoter shall provide the Local Host with final race results at the conclusion of the race along with start list for each race.

5. **Duties of Local Host.** Local Host recognizes that the success of the Races requires Local Host to participate in the organization and staging of the Races. Local Host shall provide the following services to organize and stage the Races.

- A. Local Host shall provide volunteers for trash collection, plus assist in hanging signage and banners for the local event if requested;
- B. Secure the closure of the Course on Race day, including police services where required;
- C. The Local Host will gain the required street and lot closing from the City of Waukesha, which is required by the city;
- D. Promoter recommends that Local Host secure its own insurance to cover intended activities of this event;
- E. The Local Host will promote event with local media;
- F. Coordinate interaction between on-site first aid/medical services provided by Promoter and local public EMT services;
- G. The Local Host will provide a person or persons to work with the race announcer during the day's event. The Local Host shall provide the announcer with a "Race Guide" so that the announcer can give recognition to our race sponsors;
- H. The Local Host may imprint and distribute tee-shirts for volunteers and print and distribute posters for the races;
- I. The Local Host shall provide necessary toilet and hand wash facilities for spectators and will be responsible for trash receptacles; and
- J. The Local Host (at request of Promoter) will provide an area for a "Sports Expo" allowing for maximum crowd exposure. This area shall be able to accommodate an appropriate number of 10 x 10 foot tents.

**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 Local Host to obtain all locally required permits, and Promoter to obtain necessary USA Cycling permits.
- B. Promoter shall be responsible for obtaining a permit or permits from USA Cycling to conduct the Races on the Course.
- C. On or before April 15, 2021, Promoter and Local Host shall inspect the road surface of the Course to determine whether any repairs to the road surface are necessary for the

safe conduct of the Races. If necessary, Local Host shall request the appropriate local authority to make the necessary repairs. Promoter agrees to assist Local Host in any effort to obtain repairs to the road surface.

7. **Signage in the Start/Finish Area.** Promoter will assist, but not require Local Host in the printing of all signs to be placed in the start/finish area by providing a list of those signs for purchase by Local Host, if needed/wanted. Promoter will install and remove all signs in the start/finish area day of race.
8. **Organizational Meetings.** Delegate/delegates of Local Host agree/agrees to put forth a good faith effort to attend organizational meetings for the Races scheduled by Promoter, which shall include meetings of all Local Hosts at least once a year at a location and time to be announced by Promoter.
9. **Insurance.** Promoter shall obtain a comprehensive liability insurance policy with a policy limit of at least \$1,000,000 per occurrence, and such policy shall name Local Host and the City of Waukesha, WI as an 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.
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 as well as the City of Waukesha, WI, 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 the Agreement and; (b) any activity or incident whatsoever relating to Promoter's organization, operation or management of the Races or (c) any claim by any third party arising from, relating to, or in any manner connected with any of the events or activities contemplated by this Agreement.

Procedure for Indemnification: Local Host agrees to give Promoter a prompt notice of any event or any written claim by a third party which could give rise to any request indemnification under this Agreement. 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 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.
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. Any action brought by Local Host or Promoter to enforce this Agreement, or for breach of this Agreement, shall be brought in the Circuit Court for Waukesha County, Wisconsin.

**City of Waukesha Parks, Recreation and  
Forestry Department**

**By: Shawn Reilly**

**Signature: \_\_\_\_\_**

**Its: Mayor, City of Waukesha**

**Date: \_\_\_\_\_**

**Midwest Cycling Series, LLC**

**By: William M. Koch Jr.**

**Signature: \_\_\_\_\_**

**Its: Executive Director**

**Date: \_\_\_\_\_**