



**Rock 'n' Roll San Antonio  
Marathon & ½ Marathon**



**EVENT ADVERTISING AND PROMOTION AGREEMENT**

**BETWEEN PROOF ADVERTISING AND COMPETITOR GROUP, INC.**

The term of this Agreement is for five (5) years beginning upon the mutual execution of this Agreement by the parties, and will be effective for the 2016-2020 Rock 'n' Roll San Antonio events with an option to renew for one additional two year term encompassing the 2021 and 2022 Rock 'n' Roll San Antonio events.

The event will be held in November or December annually, as mutually agreed upon, unless all parties agree a date change is necessary. COMPETITOR GROUP, INC. may request changes in the event date as it deems necessary (considering factors which may include experience and competitive conditions), if it believes that such change will result in increased event participants, and PROOF ADVERTISING working jointly with the Convention and Visitors Bureau will reasonably consider any such change.

PROOF ADVERTISING is the official advertising, marketing and public relations agency of the City of San Antonio's Convention and Visitors Bureau, but is not in any event or through this Agreement to be considered the legal agent of the City of San Antonio, or the City of San Antonio's Convention and Visitors Bureau. The current agreement between the City of San Antonio and PROOF ADVERTISING terminates on September 30, 2016, after which time the City of San Antonio may enter an advertising, marketing and public relations agreement with Proof Advertising or a new firm.

The parties agree that the SAN ANTONIO CONVENTION & VISITORS BUREAU shall be an Official Sponsor of the Rock 'n' Roll San Antonio Marathon & ½ Marathon, and will receive the following promotional benefits from, COMPETITOR GROUP, INC:

**SPONSOR DESIGNATION**

1. CITY OF SAN ANTONIO will be the Host City of the Rock 'n' Roll San Antonio Marathon & ½ Marathon. SAN ANTONIO CONVENTION & VISITORS BUREAU will be an Official Sponsor of the event. All promotional programs and advertisements produced by PROOF ADVERTISING on behalf of SAN ANTONIO CONVENTION & VISITORS BUREAU using the Rock 'n' Roll San Antonio name and/or logo must have prior approval from COMPETITOR GROUP, INC.

**ADVERTISING & PROMOTION**

2. SAN ANTONIO CONVENTION & VISITORS BUREAU for each year of the term of this agreement will receive three full page, full color ads in COMPETITOR GROUP, INC's national publication "Competitor". Creative to be provided by PROOF ADVERTISING to promote the destination.
3. COMPETITOR GROUP, INC will provide four (4) San Antonio destination Facebook posts on Competitor Running's Facebook page with links to VisitSanAntonio.com.
4. COMPETITOR GROUP, INC will provide four (4) San Antonio destination Facebook posts on Women's Running Facebook page with links to VisitSanAntonio.com.

5. COMPETITOR GROUP, INC will provide two (2) custom emails promoting the San Antonio Marathon and including links to VisitSanAntonio.com to all COMPETITOR GROUP, INC consumer opt-in lists. Creative to be provided by PROOF ADVERTISING.
6. SAN ANTONIO CONVENTION & VISITORS BUREAU for each year of the term of this agreement will receive a complementary 10'x 10' booth space at up to four (4) mutually agreed upon Rock 'n' Roll Marathons throughout the Rock 'n' Roll series for the purpose of marketing the destination as well as promoting the San Antonio Rock 'n' Roll Marathon and ½ Marathon.
7. COMPETITOR GROUP, INC will work jointly with the SAN ANTONIO CONVENTION & VISITORS BUREAU to promote San Antonio and the San Antonio Marathon at Rock 'n' Roll Expos in a minimum of four (4) overseas markets and four (4) Mexico markets.
8. COMPETITOR GROUP, INC and PROOF ADVERTISING working jointly with the SAN ANTONIO CONVENTION & VISITORS BUREAU will work towards formulating strategies and opportunities to create an even greater signature event in 2018 that would complement the City's Tri-centennial Celebration.
9. The SAN ANTONIO name will be featured, along with select destination photos, on a high-quality, custom exhibition booth that will be displayed with other COMPETITOR GROUP, INC. event booths at event expos across the country.

#### **RADIO**

10. SAN ANTONIO name will be included in any local/regional radio advertisements.

#### **PRINTED PROMOTIONAL MATERIALS**

11. Where inclusion is relevant to collateral content, SAN ANTONIO CONVENTION & VISITORS BUREAU name, logo and URL (VisitSanAntonio.com) will be featured in select promotional materials for the event. COMPETITOR GROUP, INC. will produce all community relations materials, expo brochure, finisher certificates, media guide, sales proposals, race credentials, parking flyers, VIP invitations, volunteer recruitment and confirmation materials, and other event marketing materials.
12. The SAN ANTONIO CONVENTION & VISITORS BUREAU name, logo and URL (VisitSanAntonio.com) will be displayed on full-color promotional materials produced by CGI to be distributed through sporting good retailers, athletic clubs, grocery stores and at major race expos throughout the U.S.
13. SAN ANTONIO hotels that participate in the room block for this event will be featured on the travel page of the event website. Headquarter hotels will be given more prominent placement, including mention in confirmation materials and final instructions mailed to pre-registered participants.
14. The SAN ANTONIO CONVENTION & VISITORS BUREAU name, logo and URL (VisitSanAntonio.com) along with a statement about Plan Your Trip will appear on Confirmation Letters, Final Instructions and confirmation e-mails to all event participants.
15. The SAN ANTONIO CONVENTION & VISITORS BUREAU name and logo will be featured on full-color race posters to be displayed at sporting goods stores, athletic clubs and additional locations throughout the nation.

16. The SAN ANTONIO name will appear on event T-shirts worn by race participants and volunteers.

#### **EVENT SIGNAGE**

17. SAN ANTONIO name will appear on event start and finish line scaffolding banners.
18. SAN ANTONIO CONVENTION & VISITORS BUREAU will receive banner opportunities at the event, including:
  - Four (4) banners at the Start Line
  - Four (4) banners at the Marathon Finish Line
  - Four (4) banners at the ½ Marathon Finish Line
  
  - Two (2) banners at the Kids Family Run Start Line
  - Two (2) banners at the Kids Family Run Finish Line

#### **EXPO DISPLAY / SAMPLING OPPORTUNITIES**

19. SAN ANTONIO CONVENTION & VISITORS BUREAU will receive a complementary 10'x 10' booth space at the two-day Health & Fitness Expo, attended by race participants, visitors, tourists, and spectators.
20. If provided to participants, SAN ANTONIO CONVENTION & VISITORS BUREAU may insert promotional items, links or literature in the "goodie bags" that are distributed to every participant.

#### **WEBSITE**

21. SAN ANTONIO CONVENTION & VISITORS BUREAU will be identified as an Official Sponsor on the Rock 'n' Roll San Antonio website with a link to VisitSanAntonio.com.
22. SAN ANTONIO's 3 minute destination video will display on Rock 'n' Roll San Antonio homepage in a spotlight area that also promotes learn more about San Antonio and links to VisitSanAntonio.com. SAN ANTONIO CONVENTION & VISITORS BUREAU to produce and provide the video at its sole expense.

#### **RACE DAY / MEDIA PROMOTION**

23. SAN ANTONIO CONVENTION & VISITORS BUREAU will receive verbal mentions by announcers throughout the race (to be provided by PROOF ADVERTISING).
24. SAN ANTONIO will be featured in all press releases and public service announcements distributed for the event.
25. SAN ANTONIO CONVENTION & VISITORS BUREAU will be introduced as an Official Sponsor during media press conferences held leading up to the event.

#### **HOSPITALITY**

26. SAN ANTONIO CONVENTION & VISITORS BUREAU will receive corporate entertainment and hospitality opportunities at the Marathon and Half Marathon including:
  - Twenty (20) free entries into the Rock 'n' Roll San Antonio for selected employees and clients.
  - Twenty (20) invitations to VIP Reception held for sponsors and elected officials.
  - Twenty (20) VIP Passes to the Start/Finish Hospitality Tents
  - Twenty (20) VIP Passes to the race concert, if applicable

- 10 VIP Parking Passes

**ADDITIONAL COMPETITOR GROUP, INC. DELIVERABLES**

27. COMPETITOR GROUP, INC. guarantees 15,000 registered entrants for each annual event. In the unlikely event that there are not 15,000 registered entrants for an annual event, COMPETITOR GROUP, INC. will return PROOF ADVERTISING's cash sponsorship (for the applicable year only) on a pro rata basis.

14,999 – 14,000 registered entrants:	\$10,000 refunded
13,999 – 13,000 registered entrants:	\$20,000 refunded
12,999 – 12,000 registered entrants:	\$40,000 refunded
11,999 – 11,000 registered entrants:	\$60,000 refunded
10,999 – 10,000 registered entrants:	\$80,000 refunded
9,999 – 9,000 registered entrants:	\$120,000 refunded
8,999 registered entrants or less:	\$140,000 refunded

28. COMPETITOR GROUP, INC. agrees to provide a preliminary certified statement of registered entrants within sixty (60) days after each annual event, and a final audited statement of registered entrants within six (6) months after each annual event, solely for purposes of allowing PROOF ADVERTISING to verify registered entrants.

29. COMPETITOR GROUP, INC and PROOF ADVERTISING will each identify an assigned point of contact who will work to ensure respective deliverables and overall coordination of items referenced in this agreement are met for both parties.

The number of registered entrants in each annual marathon and ½ marathon will be combined for purposes of determining whether the above thresholds have been achieved. Relay participants will be counted individually (i.e., a two-person relay team for a marathon will be counted as two registered entrants).

Subject to the annual appropriations by the City Council of the City of San Antonio for the PROOF ADVERTISING contract, the following goods and services shall be provided each event year over the term of this agreement, including:

**CASH SPONSORSHIP AND ADDITIONAL PROOF ADVERTISING DELIVERABLES**

1. PROOF ADVERTISING will provide a cash sponsorship per year, payable to COMPETITOR GROUP, INC. according to the following schedule for each applicable year with the understanding that the amounts for 2021 and 2022 will be due only if the option is exercised:

	<b>Race Year</b>
<b>Due Date</b>	<b>2016-2022</b>
January 1	\$ 100,000
June 1	\$ 50,000
August 1	\$ 50,000
October 1	\$ 50,000
December 1	\$ 50,000
<b>Total Sponsorship</b>	<b>\$ 300,000</b>

2. PROOF ADVERTISING working jointly with SAN ANTONIO CONVENTION & VISITORS BUREAU will help secure headquarter hotel properties for the event, and will make introductions to hoteliers interested in serving as partner hotels.
  - a. During the hotel selection process, PROOF ADVERTISING working jointly with SAN ANTONIO CONVENTION & VISITORS BUREAU will help find and negotiate transportation services from the hotels that require transportation services.
  - b. PROOF ADVERTISING acknowledges that COMPETITOR GROUP, INC. will utilize SAN ANTONIO CONVENTION & VISITORS BUREAU services to facilitate hotel room blocks throughout the city and leverage SACVB Housing services and Passkey software. CGI will utilize SAN ANTONIO CONVENTION & VISITORS BUREAU lead service to drive RFP to hotels and secure room blocks; this shall be done prior to hotel contracts being signed by COMPETITOR GROUP, INC. CGI agrees to provide hotel room reports to SACVB on hotels being used, room block information and any other relevant information associated to hotel room pickup. Overall room nights will still be reported by CGI via the Summary Report utilizing traditional survey and economic impact information provided to SAS and City annually by CGI. The report shall include breakdown of registration for each event; overall gender breakdown; top 10 state breakdown; top 10 Texas cities breakdown; and top 10 out of state cities breakdown. The information provided to SACVB regarding hotel pickup would be considered a subset of the overall room nights reported.
  - c. COMPETITOR GROUP, INC total room nights booked goal for each year between 2016-2018 will be 22,400 and a 2% annual increase for each year thereafter.
3. PROOF ADVERTISING will promote the event to the SAN ANTONIO CONVENTION & VISITORS BUREAU's current database of consumers, including via the SAN ANTONIO CONVENTION & VISITORS BUREAU's digital newsletter (which reaches 300,000-400,000 opt-in consumers). The event will be promoted in the SAN ANTONIO CONVENTION & VISITORS BUREAU's consumer visitor guide (with an annual distribution of over 300,000 copies) and where appropriate, integrated into consumer advertorial materials and included in all other cross-promotional opportunities and calendar of events.
4. PROOF ADVERTISING will place Rock 'n' Roll San Antonio logo and link on the SAN ANTONIO CONVENTION & VISITORS BUREAU website ([www.visit-sanantonio.com](http://www.visit-sanantonio.com)) and will promote the Rock 'n' Roll San Antonio events on such website, including the placement of a detailed event tile for the Rock 'n' Roll San Antonio events. COMPETITOR GROUP, INC. to provide content and creative, as needed.
5. PROOF ADVERTISING will work with SAN ANTONIO CONVENTION & VISITORS BUREAU, stakeholders (hotels, attractions and restaurants) to fully participate with COMPETITOR GROUP, INC. and build programs to provide a greater value and experience for participants and guests. In addition, PROOF ADVERTISING and SAN ANTONIO CONVENTION & VISITORS BUREAU will work with COMPETITOR GROUP, INC. on developing value-added programs and promotions during official race dates. PROOF ADVERTISING will work with COMPETITOR GROUP, INC. and all City of San Antonio departments to move the start of the Marathon and ½ Marathon events to downtown. In addition, PROOF ADVERTISING working jointly with SAN ANTONIO CONVENTION & VISITORS BUREAU will coordinate the impact of the events with respect to existing conventions and integrate future conventions at the Henry B. Gonzalez Convention Center so as to minimize conflicts.

7. Other services to be determined and mutually agreed upon.

#### **REVIEW PERIOD**

Beginning January 1, 2022, COMPETITOR GROUP, INC. and PROOF ADVERTISING will begin to review terms of this sponsorship agreement for subsequent Rock 'n' Roll San Antonio events.

#### **INDEMNIFICATION**

COMPETITOR GROUP, INC. covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS PROOF ADVERTISING and its employees, officers, directors, volunteers and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon PROOF ADVERTISING directly or indirectly arising out of, resulting from or related to COMPETITOR GROUP, INC.'S activities under this AGREEMENT, including any acts or omissions of COMPETITOR GROUP, INC., any agent, officer, director, representative, employee, consultant, subcontractor or vendor of COMPETITOR GROUP, INC., and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of PROOF ADVERTISING, its officers or employees, including, but not limited to, in instances where such negligence causes personal or bodily injury, death, or property damage. IN THE EVENT COMPETITOR GROUP, INC. AND PROOF ADVERTISING ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

COMPETITOR GROUP, INC. shall promptly advise PROOF ADVERTISING in writing of any claim or demand against PROOF ADVERTISING or COMPETITOR GROUP, INC. known to COMPETITOR GROUP, INC. related to or arising out of COMPETITOR GROUP, INC.'S activities under this AGREEMENT. PROOF ADVERTISING shall promptly notify COMPETITOR GROUP, INC. in writing of any claim or demand against PROOF ADVERTISING for which PROOF ADVERTISING intends to seek indemnification hereunder, shall allow COMPETITOR GROUP, INC. sole authority to control the defense and settlement of such claim or demand, and shall cooperate with COMPETITOR GROUP, INC. on the defense of any such claim or demand.

#### **INTELLECTUAL PROPERTY OWNERSHIP**

All present and future rights, title and interest to intellectual property of COMPETITOR GROUP, INC. and its affiliates, including without limitation the rights to the name "Rock 'n' Roll San Antonio Marathon & ½ Marathon" and all variations of that name, are and will remain the sole and exclusive property of COMPETITOR GROUP, INC. COMPETITOR GROUP, INC grants PROOF ADVERTISING a non-exclusive, royalty-free license to utilize all its marks and logos in connection with promotions under this Agreement.

#### **IMPOSSIBILITY/COMMERCIAL IMPRACTICABILITY/ FORCE MAJEURE**

In connection with its normal race operating procedures, COMPETITOR GROUP, INC. coordinates event operations with local police, fire, public safety, and emergency service organizations. COMPETITOR

GROUP, INC. will use commercially reasonable efforts to ensure occurrence of the events, including (as practical and possible) delaying starting times, modifying course and distances, or postponing the events. COMPETITOR GROUP, INC. is not liable for failing or delaying performance of any obligation under this Agreement if the performance is rendered impossible or commercially impracticable by a force or forces beyond COMPETITOR GROUP, INC.'s control. Such forces include, but are not limited to: fire, flood, riot, earthquake, civil commotion, pandemic, disease, strike, lockout, labor disturbances, explosion, sabotage, accident, war, Act of God, or any law (including ordinances, rules or regulations) which becomes effective after the date of this Agreement. PROOF ADVERTISING acknowledges and agrees that substantial resources and cost will have been expended prior to any event cancellation and all payments described herein are not refundable or returnable regardless of cause. Further, PROOF ADVERTISING waives any claim of damages or other compensation for such delay or failure to perform.

### **INSURANCE**

COMPETITOR GROUP, INC. has a general liability insurance policy with limits of liability of at least \$2,000,000 (which may be provided by a combination of primary insurance and an excess or umbrella insurance policy) and will add PROOF ADVERTISING as additionally insured.

### **TERMINATION**

Either party shall have the right to terminate this Agreement immediately upon prior written notice in the event that the other party breaches a material provision of this Agreement and fails to cure such breach within (30) days of receipt of notice thereof. This Agreement shall terminate immediately in the event that the annual appropriation by the City Council of the City of San Antonio for the PROOF ADVERTISING contract is insufficient to allow PROOF ADVERTISING to comply with its cash sponsorship obligations under this Agreement.

### **ASSIGNMENT**

COMPETITOR GROUP, INC. may assign this Agreement, including in connection with the sale or divestiture of any part of its business. If at any time during the term of this Agreement, the City of San Antonio contracts with a new firm to provide advertising, marketing and public relations services, PROOF ADVERTISING shall use reasonable business efforts to assign this Agreement to the incoming firm. If such an assignment does not occur within 60 days of the effective date of the new firm's contract with the City of San Antonio, this Agreement shall immediately terminate and it is the understanding of the parties that the City of San Antonio then intends to enter an agreement with the COMPETITOR GROUP, INC. for similar services, subject to the approval of the City Council of the City of San Antonio.

### **MISCELLANEOUS**

The parties shall at all times act independently. Nothing contained in this Agreement shall be construed to make one party the partner, joint venture, principal, agent or employee of the other party hereto. This Agreement is binding upon the Parties and their successors and permitted assigns. The validity, interpretation and construction of this Agreement, and all other matters related to this Agreement, shall be interpreted and governed by the laws of the State of Texas. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. This Agreement may be amended only by a writing signed by the party against which enforcement is sought.

**The Above Agreement is entered into by:**

PROOF ADVERTISING

By: \_\_\_\_\_

Bryan Christian, CEO

COMPETITOR GROUP, INC.

By:  \_\_\_\_\_

Josh Furlow, President

11/16/2015