

## VENUE AGREEMENT

This **VENUE AGREEMENT** (the "Agreement") is made and entered into as of this \_\_\_ of July, 2015 (the "Effective Date"), by and between Flagler County Chamber of Commerce, Inc., a Florida corporation with a principal place of business at 20 Airport Road, Suite C, Palm Coast FL 32164 ("Lessor"), and Spartan Race, Inc., a Delaware corporation, with a place of business at 234 Congress Street, 5<sup>th</sup> Floor, Boston, MA 02110 ("Spartan").

WHEREAS, the Lessor owns and operates of the venue listed on Schedule A hereto (the "Venue"); and

WHEREAS, Spartan desires to use and enjoy the Venue subject to, and in accordance with, the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Spartan hereby covenant and agree as follows:

1. Access and Use Grant. Spartan shall have the right to stage, hold or otherwise operate an obstacle course race(s) (for adults and/or children) and accompanying festival (the "Event") on the dates listed on Schedule A. The Event may include natural and built obstacles, sponsor and other tents and stages, musical performances and other entertainment performances, emcees and the use of public address systems. Spartan shall have exclusive access to, and use of, the Venue during the Access Period (as described on Schedule A). Spartan may change the actual date and/or time of the Event by written notice to Lessor at any time so long as the new dates and times are within the original Access Period. During the Access Period, Spartan shall have 24-hour access and shall be able to invite such entities or persons (including vendors, sponsors or other third parties) to and upon the Venue as it so determines in its reasonable discretion in connection with the Event, including its set-up and break-down. Lessor shall always provide reasonable access (including during normal business hours) to Spartan in advance of the Access Period for purposes of "scouting" the Venue in connection with advance Event preparation.
2. Permitting and Laws. During the Access Period, Spartan shall materially comply with, and shall cause its invitees to materially comply with, all commercially reasonable rules, policies, procedures and guidelines of the Lessor that have been provided to Spartan in writing with at least ninety day notice. Spartan shall assume responsibility for obtaining at its sole cost and expense all necessary permits and approvals specifically required for the Event. Lessor shall be required to and shall maintain at its expense all permits and approvals generally required for the Venue for general occupancy and use (e.g., elevator permits). Lessor shall provide Spartan with guidance and support for all such permitting, including informing Spartan of any required permits Lessor is aware of for the Event. Each party shall comply with all applicable laws in the performance of its obligations in this Agreement. The party responsible for selling alcohol shall not, and shall ensure that its agents, vendors and contractors shall not, serve alcohol to individuals younger than 21 years of age.
3. Set-Up and Clean-Up. During the Access Period, Spartan shall have the right to construct an obstacle race course and other entertainment stages, as well as related structures (such as for media coverage) and shall be responsible for equipment and material load-in, set-up, removal and load-out. Spartan may limit access to material or equipment or the Venue for security reasons. Lessor covenants that the Venue has no latent defects and is appropriate for and can support construction and operation of the Event. Except as otherwise provided herein, Spartan shall not leave any material, equipment or debris on the Venue and shall have sole responsibility for all set-up and removal costs. While Lessor acknowledges that an obstacle race course and entertainment venue with substantial attendance may cause substantial wear and tear, Spartan shall take reasonable care to minimize such wear and tear.
4. Proceeds. Except as otherwise expressly provided herein, Spartan shall be entitled to retain all proceeds for the Event, including ticketing, merchandise sales, onsite food, beverage and alcohol sales, coat-checks, sponsorship and broadcast rights (collectively, the "Sales Activities"), all obtained and priced in Spartan's sole discretion. Spartan shall contract directly with all third parties in connection with off-site parking for its participants. Lessor shall not have any interest in, or otherwise be entitled to, any Sales Activity or off-site parking proceeds. Further, Spartan shall have the exclusive right to conduct such activities during the date(s) of the Event. Lessor shall not and shall not allow any third party to conduct any comparable and/or competing activities during the Event unless Spartan expressly consents in writing (which such consent may be withheld in Spartan's sole discretion).
5. Staff. Spartan shall provide (or cause to be provided) staffing at its sole expense as it deems reasonably necessary to support the Event, including supporting the Sales Activities. In addition, medical and first aid support throughout the course race shall be provided by Spartan's contractor (Amphibious Medics, Global Rescue or such other contractor Spartan may engage in its sole discretion). At no additional cost to Spartan, Lessor shall provide at

- its sole expense staffing as it customarily provides for similarly sized entertainment events on the Venue, such as janitorial, security and first aid and medical staffing services (provided that all first aid and medical staffing shall operate at the direction of Amphibious Medics), including the Additional Staffing described on Schedule A.
6. Utilities. Lessor shall, at no additional cost, provide venue and parking area lighting, electricity and utilities during the Access Period as requested by Spartan, including such utilities described on Schedule A.
  7. Other Provisions. Schedule A describes Other Provisions which Lessor shall provide to Spartan at no additional cost, including any equipment, economic incentives or other provisions not otherwise described herein.
  8. Signage and Display. Spartan may, at its discretion, temporarily cover or obscure any signage or display at the Venue, whether or not it includes trademarks or other intellectual property of Lessor or any other party, and may install signage related to the Event, media coverage and sponsors. At or prior to the conclusion of the Access Period, Spartan shall remove all such signage it installs and shall reinstate any signage it covers or obscures.
  9. Exclusivity. Spartan has an exclusive right to the Venue during the Access Period. Further, Lessor agrees not to allow an event involving obstacle course racing (whether or not the event is timed), whether of similar or greater scale (any such event, a "Competing Event"), at the Venue at any point during the calendar year in which the Event takes place.
  10. Intellectual Property Rights. Spartan and Lessor agree that (i) nothing in this Agreement conveys any rights to the other's name, nicknames, logos, colors, uniform designs, artwork, trademarks, trade names, service marks, trade dress, intellectual property or other identifying features owned, controlled, cleared for use by or on behalf of, and/or applied to be registered or registered by the other (collectively, the "Marks"), (ii) neither party will use the other's Marks in any manner whatsoever without the prior written approval of the other, and (iii) each party shall, at all times, own and retain full rights to its respective Marks, the goodwill and all registrations that may be related thereto. However, Spartan may use Lessor's Marks in any advertising, promotional or registration information regarding the Event without charge. Lessor agrees that all participant information or data collected by Spartan or contained in any form or document produced or kept by Spartan is the exclusive property of Spartan and Lessor shall not collect or make use of such participant data in any way, including the preparation of mailing lists or e-mail contact lists.
  11. Broadcast and Publishing Rights.
    - a. At no additional cost, Spartan and its invitees shall have the right (x) to record the Event using pictures, photos, video recordings, audiotapes, digital images, and the like (collectively, "Media"), including in connection with the production of a national (or other) television production or a movie; and (y) to use the name, likeness, appearance and image of the Venue and its employees, agents, vendors and contractors (which may include Marks (of Lessor or of others on the Venue) and other intellectual property) as such may be embodied in any Media taken by, or on behalf of, or with the consent of, Spartan.
    - b. Spartan and its invitees shall have, and Lessor has or will obtain full rights to grant to Spartan and its invitees, complete, perpetual, irrevocable, and royalty-free ownership of such Media and derivative works thereof, including the entire copyright, and Spartan and its invitees may use Media for any purpose, including illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, public display, resale, broadcast and any promotional materials in any medium now known or later developed, including the Internet. Lessor hereby releases Spartan and its invitees and their respective owners, directors, officers, employees, contractors, agents, representatives and Affiliates and the foregoing's respective successors, heirs and assigns from any and all claims which arise out of, or are in any way connected with, such use.
    - c. Lessor grants Spartan and its invitees the rights to use any unmanned aircraft systems (UAS) Spartan and its invitees deem necessary to collect Media of the Event. Lessor agrees to inform Spartan immediately if the Venue is, or becomes located, within 5 nautical miles of any active airport or other facility whose aircraft operation are regulated by the Federal Aviation Administration ("FAA"). At no additional cost, Spartan will ensure that Spartan and/or its invitees operations of UAS at the Venue comply with all local and federal regulations, including, but not limited to, those mandated by the FAA. Furthermore, Lessor agrees that any of its agents, employees, or invitees present during the event will attend all safety briefings and/or operational presentations required by the operators of the UAS.
  12. Representations and Warranties. Each party represents and warrants that: (a) it is duly organized and validly existing under the laws of the state or country of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (b) it is duly authorized to execute and deliver this

Agreement and to perform its obligations hereunder; (c) it is not under any pre-existing obligation inconsistent with the provisions of this Agreement; (d) this Agreement is a legal and valid obligation binding upon it and enforceable with its terms (except to the extent that enforcement may be limited by or subject to (x) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and (y) general equitable principles (whether considered in a proceeding in equity or at law); and (e) the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. The representations and warranties and covenants in this Section are continuous in nature and shall be deemed to have been given by each party at execution of this Agreement and at each stage of performance hereunder.

13. **Indemnification.** Each party will at all times defend, indemnify and hold harmless the other party, and its owners, directors, officers, employees, contractors, agents, representatives and Affiliates (and the successors, heirs and assigns of any of the foregoing) (collectively, the "Indemnified Parties"), from and against any and all damages, liabilities, costs, fees and expenses (collectively, "Losses"), including reasonable legal fees and expenses, arising out of, or related to, any third party claims, actions or demands (collectively, "Claims") arising out of, or related to: (a) any breach of any warranty, representation, covenant or agreement made by the indemnifying party in this Agreement; (b) the indemnifying party's (or any of its owner's, officer's, director's, employee's, contractor's, agent's, representative's and Affiliate's) grossly negligent or willful acts or omissions. Lessor shall, additionally at all times defend, indemnify and hold harmless Spartan (and any other applicable Indemnified Parties related to Spartan) from and against any Losses arising out of, or related to, any Claims arising out of, or related to Spartan's (or such other applicable Indemnified Party's) compliance with the rules, policies, procedures and guidelines of, or otherwise established by, Lessor.

The foregoing indemnities are conditioned upon (a) reasonably prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) the opportunity for complete control of the defense and settlement thereof by the indemnifying party; and (c) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in any defense of any claim, action or demand for which indemnity is claimed with counsel of the indemnified party's choice at the indemnified party's own expense. The indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, against the indemnified party.

For purposes of this Agreement, "Affiliate" shall mean, with respect to either party, any corporation or other business entity that directly or through one or more intermediaries controls, is controlled by, or is under common control with a party, where "control" means the ownership of at least fifty percent (50%) of such company's or entity's capital stock or the power to direct or cause the direction of the management of such company or entity, through contract, ownership of securities or otherwise

14. **Insurance.**

a. Spartan shall maintain:

- i. Commercial general liability insurance on a current standard occurrence policy form, with coverage for bodily injury (including death), property damage, personal and advertising injury, and contractual liability, in an amount not less than two million dollars (\$2,000,000) per occurrence, of which insurance in excess of one million dollars (\$1,000,000) may be covered by a so-called "umbrella" or "excess coverage policy";
- ii. Workers' compensation insurance covering all of its employees to the statutory limit and employers' liability insurance in an amount not less than five hundred thousand dollars (\$500,000); and
- iii. Business automobile liability insurance covering all owned and non-owned vehicles to be used by it (or which it allows the other party to use), affording protection for bodily injury (including death) and property damage in the form of combined single limit per accident for bodily injury and property damage with limits of not less than one million dollars (\$1,000,000) per accident, which insurance in excess of five hundred thousand dollars (\$500,000) may be covered by so-called "umbrella" or "excess coverage" policy.

b. Lessor shall maintain appropriate workers' compensation insurance, commercial general liability insurance, and business automobile liability insurance for the actions of the Lessor, its employees, and its agents during the Access Period.

- c. All such insurance required in the foregoing sub-Sections shall be placed with responsible insurance companies authorized to do business in the state in which the Venue is located (if required by law or regulations) with a Best's Insurance Reports rating of "A-" or better and a financial size category of "VIII" or higher. The liability insurance policies required above shall provide that it is primary and not excess to or contributing with any insurance.
  - d. Lessor shall be listed as additional insured on the Commercial General Liability, Business Auto Liability, and any Excess Liability policies carried by Spartan. Additionally, Lessor agrees to list Spartan Race, Inc., Reebok International LTD., their respective partners, all affiliated, allied, and parent and subsidiary companies, and the foregoing's directors, officers, shareholders, employees and agents as additional insured on the Commercial General Liability, Business Auto Liability, and Excess Liability policies carried by Lessor. All policies, including Workers Compensation, will be endorsed to provide that the insurers shall give thirty (30) days written notice of termination, alteration, or change therein. Each party shall furnish the other with a certificate of insurance evidencing the required coverages upon request.
15. Limitation on Liability. The parties (including its respective contractors, agents and representatives) shall not be liable to each other (whether in contract or based on warranty, negligence, tort, strict liability or otherwise) in connection with, or resulting from, this Agreement for any indirect, incidental, consequential, lost profits, reliance, punitive or special damages, even if such party was aware that such damages could result.
16. Force Majeure. No party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement if due to Force Majeure, which shall mean any one of the following: acts of God, fire, flood, riot, hostilities, civil disorder, act of terrorism or a credible threat thereof, declaration of war, martial law, strike, lockout or other labor dispute, change in law, ordinance, rule or regulation, inclement weather which either substantially impairs the Event or Spartan's set-up or renders the Event unsafe, or other occurrence or condition of a similar nature beyond the reasonable control of the party whose performance is affected. Either party may terminate this Agreement (and in Spartan's case, may terminate the Event in whole or in part) due to a Force Majeure. In the event of such a termination (or cancellation of the Event), Lessor shall (x) refund all sums previously paid to Lessor hereunder, including the Deposit; (y) shall endeavor in good faith to provide Spartan an alternate Event date. The immediately preceding sentence notwithstanding, Lessor shall endeavor in good faith to provide an alternate Event date, and, if the parties mutually agree upon such alternate Event date; (w) this Agreement shall not be terminated; (x) any previously paid sums to Lessor shall be credited to such alternate Event date; (y) the Access Period shall be automatically amended to reflect such new Event date; and (z) all terms and conditions relating to the Event shall in all respects apply to the rescheduled Event.
17. Termination for Cause. Spartan or Lessor party may terminate this Agreement due to the material breach of this Agreement by the other, which such breach, if curable, is not cured within 30 days' notice (or such shorter period as exigencies may require). Additionally, Spartan may terminate this Agreement and cancel the Event in whole or in part if: (x) after its commercially reasonable best efforts, it is unable to obtain any material governmental or other third party permits or approvals necessary to lawfully operate the Event or (y) it determines in good faith that the Venue is unfit for staging, holding or otherwise operating the Event to an extent such that it presents a risk of injury or other damage to Spartan's staff, customers or reputation beyond that which is reasonable and customary to Spartan's business. In the case of any termination (or Event cancellation) by Spartan under this Section, Lessor shall refund all sums previously paid to Lessor hereunder, including the Deposit.
18. Expenses. Neither party is entitled to reimbursement of its expenses in its performance of this Agreement unless it terminates this Agreement due to material breach of the other party. In such case, expenses must be reasonable and documented in sufficient detail to be entitled to reimbursement.
19. Renewal. Spartan shall have the option, within 120 days from the end of the Access Period, to reserve an Event date for the following year on or about the one-year anniversary of that year's Event by written notice to the Lessor. During such 120-option period, Lessor shall not negotiate or enter into an agreement with any party in respect of staging, holding or otherwise operating a Competing Event at the Venue during the period, which is 90-days prior to and following the one-year anniversary of the end of the Access Period, nor shall Lessor plan, announce and/or schedule a Competing Event during such period which it intends to stage, hold, or otherwise operate. Should Spartan exercise such option, the parties shall enter into a new Venue Agreement on substantially similar terms as this Agreement (the "New Agreement"). The New Agreement shall include a Rental Fee, Additional Staffing, utility provisions and Other Provisions on terms no less favorable to Spartan as those provided herein. Further, the New Agreement shall provide for a Spartan renewal option on terms substantially similar to this Section.
20. Confidentiality.

- a. Lessor and Spartan agree and acknowledge that, as a result of negotiating, entering into and performing under this Agreement, it (as receiving party) has and will or may have access to certain of the other party's (disclosing party's) Confidential Information (as defined below). Each party also understands and agrees that misuse and/or disclosure of the disclosing party's Confidential Information could adversely affect the disclosing party's business. Accordingly, each party agrees that it, during the term and thereafter, shall use and reproduce the disclosing party's Confidential Information only for purposes of fulfilling receiving party's obligations under this Agreement and only to the extent necessary for such purpose and shall not disclose the disclosing party's Confidential Information to any third party without the prior written approval of the disclosing party. The receiving party agrees to use not less than a reasonable degree of care to protect the secrecy of and to avoid disclosure or use of the disclosing party's Confidential Information. Notwithstanding the foregoing, it shall not be a breach of this Agreement for a party to disclose the other's Confidential Information if required to do so under law or in a judicial or other governmental investigation or proceeding, provided such other party has been given prior notice and the party seeking to disclose such Confidential Information has sought all available safeguards against widespread dissemination prior to such disclosure. Each party agrees to promptly notify the other in writing of any misappropriation or misuse by any person of the disclosing party's Confidential Information which may come to the receiving party's attention. In addition, a party may disclose the terms of this Agreement to potential and actual investors, acquirers and legal and financial representatives of the foregoing who are bound either by non-disclosure agreements preventing disclosure to any other party, or by an equivalent ethical and professional obligation of confidentiality.
- b. As used in this Agreement, the term "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) business documents and information of a party, including financial data, know-how, current and future product marketing and business plans, strategies, methods, practices, obstacles and course design (which are proprietary to Spartan), and information about suppliers, personnel and customers, in any case whether in written, oral or graphic form and whether or not marked or identified as confidential; and (iii) any other information or materials specifically designated by a party as "Confidential Information." Notwithstanding the foregoing, Confidential Information specifically excludes: (A) information that is in the public domain prior to the Effective Date or subsequently enters the public domain by publication or otherwise through no action or fault of the other party or its representatives; (B) information that is known to the receiving party without restriction, prior to receipt from the disclosing party under this Agreement, from receiving party's own independent sources as evidenced by receiving party's written records, and which was not acquired, directly or indirectly, from the disclosing party; (C) information that the receiving party receives from any third party reasonably known by the receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (D) information independently developed by receiving party's employees or agents provided that receiving party can show that those same employees or agents had no access to the Confidential Information received hereunder.
21. Assignment. Neither party may assign this Agreement (whether in whole or otherwise) without the prior written consent of the other party; *provided*, that, without any such required consent, Spartan may assign all of its rights and duties hereunder (a) to an Affiliate or (b) in connection with a change in control, merger, acquisition, consolidation, asset sale or other reorganization. For the avoidance of doubt, this Agreement shall be deemed binding upon any successor, permitted assignee or heir of the parties hereto.
22. Choice of Law and Forum; Waiver of Jury Trial.
- a. This Agreement shall be governed by, and interpreted in accordance with, the laws of Massachusetts, without application of any conflict of laws provisions thereof, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Massachusetts, without application of any conflict of laws provisions thereof. None of the foregoing, however, shall limit Spartan's rights to choose another venue as necessary to seek injunctive relief.
- b. THE PARTIES HERETO, AFTER HAVING THE OPPORTUNITY TO REVIEW THE SAME WITH LEGAL COUNSEL OF THEIR CHOICE, HEREBY KNOWINGLY AND IRREVOCABLY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT AND AGREE THAT THE SAME SHALL BE TRIED BEFORE A JUDGE ONLY. IN THE EVENT THAT ANY PARTY TO THIS AGREEMENT SEEKS INJUNCTIVE RELIEF WITH RESPECT TO ENFORCEMENT OF THIS AGREEMENT, NO BOND OR OTHER SURETY WILL BE REQUIRED.
23. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. PDF (or comparable format) or facsimile signatures will be considered original signatures.

24. No Waiver. No waiver of any rights under this Agreement shall be effective unless in writing signed by both parties. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.
25. Severability. If any of the provisions of this Agreement shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, (a) all other provisions hereof shall remain in full force and effect and (b) the parties agree to use their best efforts to negotiate a provision, in replacement of the provision held invalid or unenforceable, that is consistent with applicable law and accomplishes, as nearly as possible, the original intention of the parties with respect thereto.
26. Notices. All notices required to be given under this Agreement must be given in writing and delivered either in hand, by certified mail, return receipt requested, postage pre-paid, or by Federal Express or other recognized overnight delivery service, all delivery charges pre-paid, and addressed as first indicated above, Attention CEO.
27. Entire Agreement. This Agreement (including any schedules or other attachments hereto) contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all previous agreements between them concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other officer, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.
28. Injunctive Relief. Lessor acknowledges and agrees that there may be no adequate remedy at law for certain breaches of its obligations hereunder and that any such breach may cause irreparable harm to Spartan, and therefore, that upon any such breach or any threat thereof, Spartan shall be entitled, without posting of bond or other security, to seek appropriate equitable relief, including specific performance and both temporary and permanent injunctive relief, in addition to whatever remedies it might have at law. Any such relief will be in addition to, and not in lieu of, any appropriate relief in the way of monetary damages as may be granted by a court of competent jurisdiction.
29. Survival. All terms of this Agreement which by their nature extend beyond its expiration or termination shall remain in effect until fulfilled and apply to respective successors, heirs and assigns.
30. Headings. The Section (or sub-Section) headings set forth throughout this Agreement are for convenience only and are not intended to affect the meaning of the provisions of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized officers of each of Spartan and Lessor have each executed this Agreement as of the date first above written.

**FLAGLER COUNTY CHAMBER OF COMMERCE, INC.**

By:

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Name: Matt Dunn  
Title: Vice President, Tourism Development

**SPARTAN RACE, INC.**

By:

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Name: Jeffrey Connor  
Title: Chief Operating Officer

## SCHEDULE A

### **1. Venue:**

The Venue shall be [PROVIDE PHYSICAL ADDRESS AND NAME OF EVENT VENUE].

The Event area shall include use by Spartan of [DESCRIBE SPECIFIC AREAS AVAILABLE FOR RACE, FESTIVAL, PARKING, INGRESS/EGRESS, BUILDINGS ACCESS, BASECAMP, RESTROOMS]

### **2. Event Dates and Access Period:**

The Event shall take place on the following date: March 19, 2016, with an option to continue the Event into March 20, 2016.

The Access Period shall commence of March 11, 2016 at 8:00 a.m. (local time). The Access Period shall end on March 23, 2016 at 11:00 p.m. (local time).

### **3. Fees.**

The rental fee for the Event shall be \$0.

### **4. Utilities:**

In addition to the Utilities described in the Agreement, Lessor agrees to provide water, electricity, and other available utilities (such as telephone, wireless internet, etc.) to Spartan base camp operations. Spartan base camp operations include the following services provided by Spartan or its agents and invitees: aid stations, merchandise and food vendors, media production, timing services, announcements, and other services required to run the Event.

### **5. Other Provisions:**

- Lessor will work in good faith with Spartan to approve suitable areas to construct and operate obstacle locations and that all build sites will be within Lessor's property lines and do not boarder and/or encroach onto any protected land areas or the property of any other person.
- Spartan and Lessor will agree on all post Event remediation efforts, timing, and costs within three (3) days of Event completion. Spartan agrees to put Venue back to its pre-Event condition.
- Lessor will allow staging of semi-trucks and trailers throughout Access Period in designated base camp area to be identified by Venue staff.
- Lessor will allow use of skid steer, bobcat, and other heavy equipment required by Spartan and approved by Lessor for obstacle and race construction.
- Spartan, or its approved contractor, will provide all food and beverage services.
- Lessor will allow Spartan, or its approved contractor, to serve alcohol at the Venue as provided by permits issues by state and local officials.