

ORDINANCE NO. 2010 - 26

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH REACH EVENT MARKETING TO SUPPORT THE CROCS AVP MASON VOLLEYBALL TOUR PROMOTING ECONOMIC DEVELOPMENT AND MASON TOURISM ACTIVITIES IN THE AMOUNT OF \$50,000 PER YEAR FOR EVENT YEARS 2010 AND 2011

WHEREAS, the AVP Pro Beach Volleyball Tour was organized in 1983, and for over twenty years has been growing the sport and the event and beginning in 2007 featured more than 150 of the top American men and women competitors in the sport each year including gold medal Olympians from the 2008 summer games; and

WHEREAS, Reach Event Marketing has hosted the five years of Pro Beach Volleyball athletic games at the Lindner Family Tennis Center in Mason, Ohio and desires to keep the event in Mason through 2011; and

WHEREAS, the City of Mason, and the regions surrounding it, have benefited from the production of this annual professional pro volleyball event since 2005, including financial impact to the regional economy, annual contributions to community and philanthropic organizations, and new this year the Mason Parks Foundation; and

WHEREAS, the continued retention, viability and success of the AVP Pro Beach Volleyball Crocs Tour in the City of Mason is of great interest to the City as it brings with it high profile attention to the variety of prestigious athletic tourism venues in Mason, supports the goal of expanding the use of the Lindner Family Tennis Center with quality events, is family oriented, and attracts a young professional demographic to Mason that is a sought after workforce for Mason companies.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members elected thereto concurring:

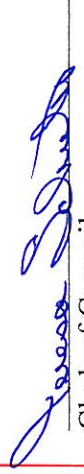
Section 1. That the City Manager is hereby authorized to enter into an Agreement with Reach Event Marketing, substantially in the form of the Agreement attached as Exhibit A to this ordinance.

Section 2. That the Finance Director is hereby authorized to pay Reach Event Marketing the payments set forth in the Agreement, as Reach Event Marketing, LLC completes its obligations under the Agreement.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 22nd day of February 2010.

Attest:


Clerk of Council


Mayor

AGREEMENT BETWEEN THE CITY OF MASON AND REACH EVENT MARKETING, INC.

This Agreement ("Agreement") is by and between the City of Mason, Ohio, an Ohio municipal corporation ("Mason"), and Reach Event Marketing, LLC. ("REM").

WHEREAS, REM will host the fourth year of Pro Beach Volleyball athletic games, which for the term of this agreement shall be known as the AVP Crocs Mason Pro Beach Volleyball Tour, at the Lindner Family Tennis Center in Mason, Ohio and is committed to keep the event in Mason for at least another four through 2011 with the strong potential for an extended commitment; and

WHEREAS, the City of Mason, and the regions surrounding it, has benefited from the production of this annual professional pro volleyball event since 2005, including financial impact to the regional economy, annual contributions to community and philanthropic organizations, and new this year the Mason Parks Foundation; and

WHEREAS, the continued retention, viability and success of the AVP Crocs Mason Pro Beach Volleyball Tour in the City of Mason is of great interest to the City as it brings with it high profile attention to the variety of prestigious athletic tourism venues in Mason, supports the goal of expanding the use of the Lindner Family Tennis Center with quality events, is family oriented, and attracts a young professional demographic to Mason that is a sought after workforce for Mason companies; and

WHEREAS, the City Manager of the City of Mason has been authorized to enter into this Agreement on behalf of the City of Mason, and Robert Slattery, Founder and President of REM has been authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the economic, progressive community development, and tourism benefits to the City of Mason recited above and the mutual representations hereinafter contained, Mason and REM agree as follows:

1. Subject to the terms and conditions set forth herein, Mason shall pay REM the sum of \$50,000.00 each year, commencing in the year 2008 and ending in the year 2009. The payment for the 2008 event will be paid in full no later than August 25, 2008 and the payment for the 2009 event will be paid in full no later than April 1, 2009. The performance of both parties as it pertains to the 2009 AVP Crocs Tour is subject to the AVP Pro Beach Volleyball Tour, Inc.'s continued approval to hold the event in Cincinnati, Ohio, more specifically Mason, Ohio, and AVP's continued approval of REM as the host/promoter and continued approval from Tennis for Charity, Inc., to use the Lindner Family Tennis Center.
2. The obligations of Mason set forth herein shall be subject to the fulfillment of each of the following conditions, unless waived by Mason:
 - (a) REM shall hold the AVP Crocs Mason Pro Beach Volleyball Tour within the City of Mason, in 2008 (August 29 through September 1, 2008) and in 2009 (dates to be determined); and
 - (b) REM shall use Mason within the title of the event, going forward through 2009 the name shall be "AVP Crocs Tour Mason, Ohio; and
 - (c) REM shall designate Mason as an official Gold Partner of the Event, and Mason shall receive the "Benefits" outlined within this agreement as Exhibit A, for the purpose of advocating

economic development and marketing objectives, none of which shall be sold or offered for sale by Mason, in connection with the event; and

(d) REM shall make an annual contribution to the Mason Parks Foundation.

3. The signatories of this Agreement hereby represent and warrant to the parties, and to one another, that they have the authority to bind their respective entities to this agreement.
4. REM shall not assign its rights and/or obligations hereunder without the prior written consent of Mason. Mason shall not assign its rights and/or obligations hereunder without the prior written consent of REM.
5. Neither REM nor Mason shall have rights to artwork, trademarks or logos or any other Intellectual Property of the other. Both parties must approve (in advance of use) all artwork, which uses the Intellectual Property of the other party. REM shall have the sole discretion to place advertisements in any media outlet it deems appropriate and final review, approval and ability to edit any editorial provided to REM by Mason. It is understood that REM is not providing any graphics, artwork, advertisements, editorial or the like and further, all of the aforementioned shall be provided by Mason to REM.
6. REM and Mason shall be and act as independent contractors in connection with this Agreement. This Agreement shall not create a joint venture partnership, employer/employee or similar relationship between the parties. REM and Mason hereby acknowledge and agree that neither party has nor will give the appearance or impression of having any legal authority to bind or commit either party in any way.
7. Should either party to the Agreement be materially hampered, interrupted, interfered with or prevented from the performance of its obligations hereunder for reasons beyond either party's control, including, but not limited to, epidemic, fire, action of the elements, strike, walkout, labor dispute, third party breach, governmental order, court order, or order by any other legally constituted authority, act of God or public enemy, war, riot or civil commotion, it is understood and agreed that neither party will have any claim of any kind or nature against the either party relating to such obligations provided that either party provides prompt written notice of the force majeure condition to the other party as soon as it is practicable to do so.
8. This Agreement may be executed in two or more counterparts, each of which shall be considered an original. This Agreement constitutes the entire agreement between the parties.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the laws and ordinances of the City of Mason including but not limited to the City's earnings tax requirements. Mason's obligations to make any payments under this Agreement are contingent on REM being in full compliance with the laws and ordinances of the City of Mason, including but not limited to the City's earnings tax requirements.
10. This Agreement and (unless otherwise provided) all amendments hereof and waivers and consents hereunder shall be governed by the laws of the State of Ohio.

11. This Agreement supercedes all prior agreements among the parties with respect to its subject matter, is intended as a complete and exclusive statement of the terms of the agreement among the parties with respect thereto and cannot be changed or terminated except by a written instrument executed by the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, Mason and REM have each caused this Agreement to be duly executed in their respective named, all as of the date set forth below.

REACH EVENT MARKETING, INC. **CITY OF MASON**

By _____ By _____
Robert J. Slattery Eric Hansen, City Manager

Date: _____ Date: _____

Exhibit A

I. AVP Tournament Benefits

This agreement shall be in place for the 2008 and 2009 AVP events; additional media and advertising value to be re-evaluated in March of 2009 to accommodate any changes in Reach USA publications.

Benefit	Explanation	Rationale
Category exclusivity	No other municipality or township	No competing entity providing competing messages to City of Mason
AVP player name and likeness usage rights (pursuant to AVP player guidelines)	Ability to use names and photos of players in general promotions around the city (banners, signage, promotional materials – ie Mason, home of the AVP Mason Open	Advantageous to use in positioning the city to those outside of the region in overall promotional materials and on Web
Website link	A link to the City of Mason Website with the opportunity to link to ED or the general site	Provides opportunity to measure hits to the Mason site via the AVP event site; opportunity to direct appropriate messaging to this younger, athletically inclined demographic
On-site, on-court signage with title sponsor	Three (3) 2' x 8' center court signs with Mason logo	Provides awareness among 30,000 attendees (younger, affluent demographic) of City's connection to AVP event; potential TV coverage as well
Additional Exposure	City logo exposure on all: Local Newspaper & Magazine ads Local Television Local Event Posters & Flyers Website- mustseeavp.com	
10'x10' Tent/Interactive Space provided in Sponsor Row at the Mason Open	Space can be used for Corporate Display, Sampling Programs, Sales (for specific products mutually agreed), Information, Distribution, Couponing, Bounce-back Promotions, Sweepstakes	

Hospitality	-City/ Staff involvement -Mayor throws out first ball for women's finals -Mayor Breakfast (Sunday August 31 st prior to women's finals & includes tickets, hospitality tent, food and beverage (150 people) -20 person Cabana overlooking center court for each session (5 sessions). Top players to visit Cabana during event. -Full page back cover/inside cover program advertisement -20 invites to player/sponsor party (Thursday & Saturday)	Provides opportunity to entertain current and potential business contacts and/or others important to the City, such as CincyTech entrepreneurs; also opportunity to use GA tickets internally to promote overall support
Establish Mason Parks Foundation as secondary beneficiary	Contribute a portion of event proceeds to support Mason Parks Foundation as secondary beneficiary of event	As a public entity managing taxpayer dollars, this contribution helps substantiate the investment in the AVP Open.

II. Advertising Benefits for Progressive Community Development and Tourism Marketing Partnerships

Cincinnati Gentlemen

Bi-monthly publication catering to affluent, professional men and women ages 35-54; "controlled" distribution of 30,500 (direct mail); 2,500 subscribers; public distribution to 2,000 places of business;

Advertising

One (1) half-page ad in 9 issues

In Touch Magazine (name/editorial focus change in process)

Quarterly publication targeting affluent women; total direct mail circulation 60,000; content focused on lifestyles, health and fitness, travel, career, entertainment, etc.

Advertising

One (1) half-page ad in 4 issues (2 in 2008, 2 in 2009)

One page editorial piece featuring Mason (one time per calendar year)

Hacks Sports

Local prep sports coverage in Ohio, Kentucky and Indiana via website

Advertising

Presence via web banner ad 12 months a year with direct link to Mason website.

Valpak

Coupon packets delivered via direct mail monthly to 370,000 homes throughout Greater Cincinnati. Propose publishing Mason events calendar (related to health, fitness, family fun, quality of life) twice/year. (4 Neighborhood Trade Areas, 40,000 households value: \$2,790)

Advertising

Two (2) Valpak 3 1/2" x 8 1/2" ads / event calendar mailed to 4 NTA's (40,000 households) each year Valpak.com web banner on home page with direct link to Mason web site (2 times each year)

Reach Magazine

Coupon magazine delivered to 50,000 households throughout Greater Cincinnati; back page ad featuring Mason events once/year. (full page northeast market, 300,000 households value: \$4,995)

Advertising

One (1) full-page ad each calendar year to 300,000 homes in NE zone

One (1) back page corner to list upcoming Mason events annually – Minimum 3" x 2" space