

**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, Inc. ("REM").

WHEREAS, REM will host the 2013 year of Pro Beach Volleyball athletic games, which for the term of this agreement shall be known as the 2013 AVP Cincinnati Open at the Lindner Family Tennis Center in MASON, OHIO, and is making a good faith commitment to keep the event in Mason through 2016 with the potential for an extended commitment from the City of Mason for doing so; 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

WHEREAS, the continued retention, viability and success of the AVP 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, 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 \$35,000.00 for 2013 and provide a sand storage area for each year of this Agreement located at the Golf Center at Kings Island. The first payment of \$25,000 shall be due on August 15, 2013 and the balance will be billed as incurred to Mason as outlined in Exhibit A. The performance of both parties as it pertains to the 2014 AVP Tour is subject to the AVP Pro Beach Volleyball Tour, Inc.'s continued approval to hold the event in the Cincinnati, Ohio market, 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 Mason Pro Beach Volleyball Tour within the City of Mason, in 2013 (August 30 through September 2, 2013) and in 2014 (dates to be determined); and
 - (b) REM shall use Mason within the location of the event, the name shall be "AVP Cincinnati Open at the Lindner Family Tennis Center in MASON, Ohio; and
 - (c) REM shall designate Mason as an official 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

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, provided 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. Mason agrees to carry and keep in place a policy of commercial general liability insurance related to this agreement and any advertisements, artwork, editorial or the like produced, distributed, and/or provided by Mason to REM, with coverage amounts of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Mason further agrees to name REM as an additional insured and provide a certificate of insurance verifying such.
9. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, and all of which when taken together shall constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties.
10. 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.
11. 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.

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

Date: 7/30/13 Date: _____

Exhibit A

BENEFITS to PARTNER

- Category Exclusivity: Event Location
- Good Faith Commitment to retain the tournament in Mason through 2016
- Branding – it is of significant interest for the LOCATION of the event to be branded as Mason.
- AVP Tour Logo and event logo for use in the local market
- Partner Recognition on the AVP.com web portal event page (Possible hyperlink)
- Partner recognition through the AVP's social media platforms
- Logo placement and recognition across the event foot print (Static A- Frames/ ball stops)
- Mutually agreeable footprint to showcase Mason City assets (Community Center ect)
- Opportunity to develop and execute one fan promotion at Stadium court each day.
- Four (4) copy reads recognizing the city of Mason each day of the tournament
- \$3,000 contribution for the purpose of corporate business development activities associated with Economic Development
- 120 General Admission Section tickets for the tournament (Allocation TBD by Partner)
- 40 Premium Section tickets for the tournament (Allocation TBD by Partner)
- 20 VIP tickets per session for the entirety of the event
- Hospitality/ ticket discount package to be developed as needed to support economic development objectives

In addition, as part of the financial sponsorship the City is interested in purchasing professional services credits to be used to retain the services of Brian Polark to promote the AVP event. Service credits would be used towards:

- The development of events and activities to help promote the AVP and build memberships to the Community Center and Golf Center
- Development of a wellness model that drives workforce recruitment and retention in Mason
- Development of a plan to drive additional tourism to the area promoting Mason's attractions
- Formation of public/private partnerships that further sponsorships of the AVP and other Mason attractions
- Development of Mason as the location for young professionals to live, work and play
- Enhance current events and activities through the promotion of AVP and the development of corporate partners