

ORDINANCE #65312
Board Bill No. 168

An ordinance recommended by the Board of Public Service authorizing and directing the Mayor and the Comptroller, on behalf of the City of St. Louis, to enter into and execute a Designated Marks and Copyright License Agreement and an Agreement for Torch Relay Services with the Salt Lake Organizing Committee for the Olympic Winter Games of 2002, a Utah nonprofit corporation.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Comptroller are hereby authorized and directed, on behalf of the City of St. Louis to enter into and execute a Designated Marks an Copyright License Agreement and an Agreement for Torch Relay Services (hereinafter "Agreements") with Salt Lake Organizing Committee for the Olympic Winter Games of 2002. Said Agreements shall substantially in words and figures as the attached Agreements, which are made part of this Ordinance and are on file in the registers Office.

AGREEMENT
FOR TORCH RELAY SERVICES
BETWEEN
SALT LAKE ORGANIZING COMMITTEE
FOR THE OLYMPIC WINTER GAMES OF 2002
AND

CITY OF ST. LOUIS

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AGREEMENT FOR TORCH RELAY SERVICES

THE TORCH RELAY SERVICES AGREEMENT (" Agreement") is entered into effective this ____ day of _____, 2001, between SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002 ("SLOC") and _____ [Name of Community] ("Community").

RECITALS:

A. SLOC is a Utah nonprofit corporation. SLOC has been appointed as the organizing committee for the 2002 Olympic Winter Games.

B. SLOC will organize and conduct the Salt Lake 2002 Olympic Torch Relay ("Relay"), by providing transportation of the Olympic Flame from Olympia, Greece, throughout the United States to Salt Lake City for the Opening Ceremonies of the Salt Lake Olympic Winter Games of 2002.

C. The Relay is made possible by the generous support of the Relay Presenting Sponsors, Coca-Cola and Chevrolet, as well as certain others, referred to as "Official Providers."

D. SLOC is proposing that the Relay be routed through Community's local government area.

E. SLOC has requested that, if the Relay is routed through Community's local government area, Community will provide certain support services to assist in the successful staging of the Relay.

F. Community has agreed to provide support services on the terms and conditions stated in this Agreement.

AGREEMENT

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

- 1.1 "Ambush Marketing" means an attempt by a third party not affiliated with the Relay to commercially profit from the Relay by falsely associating itself or its products with the Games, Relay, SLOC, Relay Marks, Relay Imagery, Relay Logos or Relay participants, or by falsely suggesting that it or its products are endorsed by or in association with the Games, Relay, SLOC, Relay Marks, Relay Imagery, Relay Logos or Relay participants.
- 1.2 "Community Celebration" refers to the events hosted by Community to celebrate the passage of the Relay along the national route.
- 1.3 "Confidential Information" means any written proprietary or other confidential information marked or noted to be confidential.
- 1.4 "Olympic Flame" means the flame ignited in Olympia, Greece and passed to SLOC.
- 1.5 "Force Majeure" means an act, omission or circumstance beyond the control of SLOC or Community, including fires, floods, snow storms, ice storms, accidents, riots, explosions, wars and hostilities, but excluding any strike or other industrial action.
- 1.6 "Games" means the Olympic Winter Games of 2002 to be held principally in Salt Lake City and surrounding areas in February 2002.
- 1.7 "IOC means the International Olympic Committee.
- 1.8 "Official Providers" means those companies and organizations that are recognized by SLOC as helping to fund the Relay.
- 1.9 "OPUS" means the Olympic Properties of the United States.
- 1.10 "Party" or "Parties" means SLOC and/or Community, as appropriate for the context of use.
- 1.11 "Presenting Sponsors" means Coca-Cola and Chevrolet.

- 1.12 "Relay" means the Salt Lake 2002 Olympic Torch Relay, which commences in Olympia, Greece, with the Olympic Flame routed through numerous communities in the United States and delivered to Salt Lake City for the Opening Ceremonies of the Games.
- 1.13 "Relay Imagery" means images of torches, torch bearers, torch relays, Relay-event footage, and depictions of mascots developed by SLOC for the Relay.
- 1.14 "Relay Logos" means the logos identified or referenced in Exhibit A to the Designated Marks and Copyrights Agreement between the Parties and incorporated into this Agreement.
- 1.15 "Relay Marks" means the marks and copyrighted materials identified or referenced in Exhibit A to the Designated Marks and Copyrights Agreement between the Parties and incorporated into this Agreement.
- 1.16 "SLOC Associated Parties" means SLOC, IOC, USOC, OPUS, Presenting Sponsors, Official Providers, official Olympic Merchandise licensees, Coltrin & Associates, ALEM, SLOC employees, contractors and employees and other SLOC designees.
- 1.17 "Torch(es) " means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.
- 1.15 "USOC" means the United States Olympic Committee.

ARTICLE II.
SCOPE

2.1 The Relay will begin in Olympia, Greece, and, after arriving in the United States, will travel through many communities across the nation. This Agreement identifies the rights and obligations of the Parties that will assist with the Relay, as well as certain rights of and obligations to third parties (such as Presenting Sponsors) that affect the manner in which this Agreement is to be implemented.

2.2 This Agreement also sets forth certain rights and obligations for cooperation and assistance between Community and SLOC in connection with the Relay.

ARTICLE III.
ROLES

3.1 Role of SLOC.

SLOC is responsible for staging the Relay. SLOC agrees to stage the Relay within Community's local government area with the principal objectives of (i) showcasing the local government area and surrounding region, (ii) involving the community in the Relay and (iii) promoting the Games. In consultation with Community, as appropriate, SLOC shall,

- (1) select the Relay route,
- (2) review the Community Celebration site selection and help lay out and design the site,
- (3) develop and implement the SLOC Torchbearer selection process,
- (4) provide caravan vehicles and other transportation modes and equipment for handling the Olympic Flame,
- (5) provide Torches, portable cauldrons and safety lanterns,
- (6) coordinate with Community and city, county, state and federal governments and government agencies, as appropriate,
- (7) distribute the Torch Relay Community Planning Guide (hereinafter referred to as "Planning Guide") to Community,

- (8) develop the celebration format and review Community Celebration activities, and
- (9) assist Community with public relations to promote the Relay and the Community Celebration.

The parties acknowledge that SLOC possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements.

3.2 Role of Community

~~Community agrees to provide planning,~~ advisory and operational support services (without charge to SLOC or SLOC Associated Parties) to assist in the successful staging of the Relay within the Community's local government area. The Planning Guide, which may be revised from time-to-time by SLOC, establishes the agreed operational support to be provided by Community. Although all services provided by Community as described in the Planning Guide are essential for the success of the Relay, the following responsibilities are identified in particular.

- (a) **Community Task Force** - In coordination with SLOC, Community agrees to establish and manage a Task Force to plan and operate the Relay and Community Celebration in the local government area, in accordance with Chapter 2, "Task Force Formation Guide" of the Planning Guide. Among other assignments, the Task Force will be responsible for helping to determine (i) the precise Relay route through the local government area, (ii) the selection of the Community Celebration site, (iii) the format and production of the Community Celebration, (iv) the selection of Torchbearers in accordance with Article 3.2 (l), below, and (v) SLOC crowd-building efforts along the Relay route.
- (b) **Planning Guide** - SLOC shall provide to Community chapters of the Planning Guide. Community agrees (i) to implement instructions contained in the Planning Guide and (ii) to distribute copies of chapters of the Planning Guide to appropriate members of the Task Force and other Community persons responsible for the Relay and Community Celebration.
- (c) **Ambush Marketing** - One primary objective of SLOC is the prevention of Ambush Marketing. Accordingly, Community agrees,
 - (1) not to enter into any sponsorship, marketing, merchandising or concessionaire arrangements in connection with the Relay, except for those specifically authorized by SLOC,
 - (2) neither directly nor indirectly (including through any agent of the local government) to cause or engage in any form of Ambush Marketing,
 - (3) to cooperate with SLOC to minimize Ambush Marketing,
 - (4) to promptly notify SLOC if Community becomes aware of any suspected Ambush Marketing activities by other parties,
 - (5) to ensure for the duration of the event that the Relay route, the Community Celebration site and adjacent areas under the Community's control do not carry any form of temporary advertising or promotional material (recognizing existing contracts), except as approved by SLOC,
 - (6) to help select an alternate Relay route or Community Celebration site, as appropriate, if permanent advertising or promotional material not affiliated with the Relay is located along the Relay route or at the
 - (7) to ensure that all facilities and equipment, such as barriers, tents, tables, chairs, umbrellas, port-a-johns, concessionaire tents or sales vans, are free of advertising or other commercial messages and that such advertising and other commercial messages are masked (This applies regardless of whether the materials are purchased or provided free of charge and by any company or organization, including Olympic Games or Relay Presenting Sponsors or Official Providers.), and

- (8) to prevent the distribution of product samples, premiums, promotional literature and other commercial materials in and adjacent to the Community Celebration site, except where expressly authorized by SLOC.
- (d) **Community Celebration Site Support Services** - Community agrees,
- (1) to select an appropriate site for the Community Celebration, subject to SLOC review,
 - (2) to provide the selected Community Celebration site and appropriate support services free of charge to SLOC and SLOC Associated Parties,
 - (3) to ensure that personnel and contracted labor from SLOC and SLOC Associated Parties are permitted at no cost to erect the Community Celebration stage, including construction, electrical, sound, and lighting work, retail selling and general operational activities,
 - (4) to ensure that the Community Celebration site is clean, in good repair and in good operating order for the Community Celebration,
 - (5) to ensure that an effective traffic management plan for movement of spectators to and from the Celebration site is established and that adequate resources are provided to assist in the implementation of the plan,
 - (6) to ensure an adequate level of lighting at the Community Celebration site,
 - (7) to provide entry to the Community Celebration site free of charge to the general public,
 - (8) to disallow commercial messaging and social propaganda by speakers and entertainers,
 - (9) to mask all commercial identification on clothing and equipment of speakers and entertainers,
 - (10) to restrict food and beverage from the Community Celebration stage, and
 - (11) to ensure that all commercial and non-commercial activities proposed at the Community Celebration Site are submitted to SLOC for approval no later than 30 September 2001.
- (e) **Law Enforcement and Traffic Management Support** - Community agrees,
- (1) to provide all appropriate assistance to SLOC to plan the Relay route through the local government area. This includes police and traffic department personnel to assist in route selection and the development of a traffic management plan, including the identification of road closures, the need for barrier deployment and other traffic management requirements for the Relay route,
 - (2) to implement the traffic management plan, including police or other service personnel to close roads, deploy barricades and conduct other appropriate traffic management operations,
 - (3) to provide appropriate resources (but not less than two police vehicles as direct Relay escorts) to assure safety and security for the Relay caravan through the local government area,
 - (4) to provide an adequate law enforcement response capability to undertake necessary police action in the event of threats or actual physical acts that might place the safety of Relay participants in jeopardy,
 - (5) to advise the SLOC Relay Security Manager of any known or perceived security risks in the local government area, and

- (6) to provide adequate law enforcement and other service personnel for crowd control and direction along the Relay route and at the Community Celebration site.
- (f) **Medical Services** - Community agrees to provide adequate on-call Emergency Medical Service (EMS) vehicle(s) and qualified personnel dedicated to the Relay and also the Community Celebration site. In particular, the EMS vehicle(s) and personnel shall be positioned at agreed-upon location(s) to provide an EMS response capability in the event of an incident involving a Relay participant.
- (g) **Sanitation Services** - Community agrees,
 - (1) to ensure that the Community Celebration site is kept to a reasonable standard of cleanliness throughout the celebration,
 - (2) to provide post-event cleaning and waste management services along the Relay route and at the Community Celebration site,
 - (3) to provide an adequate number of dumpsters or waste containers along the Relay route and at the Community Celebration site, and
 - (4) to provide adequate clean restroom facilities (including portable facilities) where appropriate at the Community Celebration site.
- (h) **Permits** - Community shall obtain all required permits. In the event any permit is required for SLOC or SLOC Associated Parties for the Relay or Community Celebration, Community agrees to waive all such permits or to issue such permits at no cost to SLOC and SLOC Associated Parties for the following activities:
 - (1) movement of the Relay caravan through the local governments area,
 - (2) events conducted at the Community Celebration site,
 - (3) erection of temporary facilities at the Community Celebration site, including but not limited to the SLOC stage and a mobile video screen,
 - (4) promotional activities conducted at the Community Celebration site by SLOC and SLOC Associated Parties,
 - (5) movement of the Coca-Cola and Chevrolet promotional vehicles through the local government area, including retail and promotional activities on and from those promotional vehicles,
 - (6) retail sales by Official Merchandise licensees along the Relay route and at the Community Celebration site, and
 - (7) any other activity or operation by SLOC and SLOC Associated Parties reasonably necessary to conduct the Relay and Community Celebration.
- (i) **Community Merchandise Access Program** - Community may participate in the Community Merchandise Access Program as detailed in Chapter 7 "Marketing Guide" of the Planning Guide. If Community decides to participate, Community agrees to comply with applicable rules and guidelines provided in Chapter 7 as well as the Community Merchandise Access Program Purchase Brochure.
- (J) **Concessions** -
 - (1) Community may license local food and beverage concession operators in conjunction with the Relay. If Community decides to license such concessions, Community agrees to comply with the rules and guidelines provided in Chapter 7, "Marketing Guide," of the Planning Guide.

- (2) All products and services not provided by the presenting sponsors or official providers must be unbranded and may not possess marks or copyrighted matter related to the Relay or Games nor symbols or emblems with the look or imagery of the Relay or the Games. Community agrees to obtain prior written approval from SLOC in the event Community intends to license suppliers who provide any product or service in competition with Presenting Sponsors or Official Providers. Community also agrees to inform SLOC of preexisting commitments with such competing suppliers. These communications between Community and SLOC are solely for the purpose of protecting the lawful intellectual property rights of SLOC Presenting Sponsors and Official Providers.
 - (3) With the exception of pre-existing contracts with the Community or governmental organizations within the Community's local government area, the Planning Guide does not permit the licensing of temporary retail outlets or the personal selling of non-food products at the time and along the route of the Relay or at the Community Celebration site.
 - (4) On the day of the Relay, Community agrees to deploy an enforcement team to prevent and, if necessary, to remove unauthorized temporary vendor retail operations along the Relay route and at the Community Celebration site.
- (k) **Local Contributors Program** - Community agrees to comply with the rules and guidelines of Chapter 7 "Marketing Guide" of the Planning Guide, if Community implements a Local Contributors Program, including but not limited to restrictions on sponsorship and commercial associations.
 - (l) **Torchbearer Selection** - Community agrees to assist in the SLOC Torchbearer nomination and selection process, which is separate and apart from the nomination and selection process conducted by Coca-Cola and Chevrolet. Tasks include (i) distribution of Torchbearer nomination forms, (ii) appointment of judging panels to select Torchbearers, and (iii) overview of the judging process. Details of the Torchbearer selection process and the responsibilities of the Community Task Force are detailed in Chapters 4, 5 and 8 of the Planning Guide.
 - (m) **Community Volunteers** - Community agrees to assist the recruiting and deploying of Community volunteers to provide assistance along the Relay route and at the Community Celebration site. Community agrees to comply with applicable provisions in Chapter 9 "Volunteer Guide" of the Planning Guide, including but not limited to (1) restrictions on messaging, logos and the like on volunteer clothing and equipment and (2) obtaining appropriate waiver and release forms required by SLOC.

3.3 Consultation Between SLOC and Community

Parties agree to consult with each other to prepare for the Relay within Community's local government area in accordance with the Planning Guide. Nevertheless, the Parties agree that SLOC is ultimately responsible for making final decisions (following consultation with Community, if possible and appropriate) in relation to all aspects of the Relay, including but not limited to route selection and general conduct of the Community Celebration. In addition, SLOC retains the exclusive right to revise any aspect of the Relay, the Community Celebration and the Planning Guide that may be necessary or appropriate in the sole opinion of SLOC.

ARTICLE IV **TERM**

Unless terminated sooner under Article VI, Termination, this Agreement shall be effective from the date of its execution, above stated, until the date the obligations of the Parties under the Agreement are complete.

ARTICLE V **LIABILITY AND INSURANCE**

5.1 Community hereby agrees to indemnify and hold harmless SLOC, and SLOC Associated Parties, including their respective directors, officers, employees, volunteers, contractors, advisors and agents against all claims, liabilities, losses, damages and costs (including legal costs and expenses) arising directly or indirectly from:

- (a) any breach by Community of this Agreement, or
- (b) any act or omission (including negligence, willful misconduct or unlawful conduct) by Community or any Community officers, elected officials, employees, agents, contractors, volunteers, or advisors relating to the subject matter of this Agreement.

5.2 Community agrees to provide SLOC with a Certificate(s) of Insurance from its insurance carrier(s) naming SLOC and SLOC Associated Parties. If the Community is self insured, then the Community agrees to provide SLOC with a letter from the Community stating, that it is self insured in respect of the insurance required under 5.3 below. Certificates of Insurance shall be renewed annually with a copy forwarded to the SLOC Risk Manager. A copy of the respective Additional Insured endorsements shall accompany certificates and other endorsements as necessary to demonstrate that all required conditions have been met. In lieu of providing endorsements, Community may provide a certified statement from its insurance company(ies) that such conditions have been met under the policy(ies).

5.3 During the term of this Agreement and for a minimum of SIX (6) months thereafter, Community agrees to remain self-insured with total coverage in the amounts indicated below or to maintain,

- (a) a policy of general liability insurance with a limit not less than ONE MILLION DOLLARS (\$1,000,000) for general liability, property damage and bodily injury and death resulting from any one accident,
- (b) Automobile Liability Insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000) for each accident. Such insurance shall cover liability arising out of any automobile, including those, which are owned, hired and non-owned.
- (c) workers compensation and employers liability insurance with respect to their respective employees and other respective persons normally covered under such policies, and
- (d) with each policy of insurance, a provision that the policy shall not be cancelled or materially altered (including reduction of coverage) without at least thirty (30) days prior notice provided to the named additional insured.

5.4 Community agrees to notify SLOC and SLOC Associated Parties, as appropriate, within seven (7) business days of any related claim made under this agreement or under the respective insurance policy(ies).

5.5 Community agrees that,

- (a) the indemnification in this Agreement is a continuing obligation and survives termination of this Agreement and
- (b) to the extent any indemnification is provided for the benefit of SLOC Associated Parties, SLOC may enforce the right of indemnification on behalf of SLOC Associated Parties pursuant to this Agreement and Community shall not be entitled to object to the enforceability of such rights by SLOC on the grounds that SLOC Associated Parties are not parties to this Agreement.

ARTICLE VI TERMINATION

Termination With or Without Cause. Community acknowledges and agrees that SLOC possesses the ultimate decision to conduct the Relay in the Community's local government area. Therefore, Community agrees that SLOC, in its sole discretion, may terminate this Agreement and the Relay through the Community's local government area at any time for any or no reason. However, SLOC agrees that, in the event of termination, SLOC will use reasonable efforts to appropriately coordinate with Community and will provide Community notice of the termination as soon as practicable after the decision by SLOC is made.

ARTICLE VII CONFIDENTIAL INFORMATION

Subject to applicable legal requirements, each Party agrees to use reasonable efforts not to disclose to third parties Confidential Information provided by the other Party. If SLOC is required by law to disclose such Confidential Information, SLOC will notify Community prior to such disclosure.

ARTICLE VIII
LICENSE

Attached as Exhibit A and incorporated by reference to this Agreement, is the License Agreement between SLOC and Community for Community's non-commercial use of certain SLOC Designated Marks and Copyrights solely for the purpose of planning and conducting the Relay. Upon execution of the License Agreement, SLOC grants to Community, under the terms and conditions indicated, fully paid up, nonexclusive and nontransferable rights for certain permitted uses of the Designated Marks and Copyrights.

ARTICLE IX
MISCELLANEOUS

9.1 Entire Agreement. This Agreement, its Exhibits and references contain all the terms and conditions agreed by the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and negotiations. This Agreement shall not be modified or revised, except by a document signed by authorized representatives of both Parties.

9.2 No Waiver. No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument executed by the Party against whom the waiver is to be enforced. No waiver by a Party of any term or condition of this Agreement shall constitute a waiver by such Party of any prior, concurrent or subsequent breach or default of the same or any other term or condition of this Agreement.

9.3 Notices. All notices, demands, requests and other communications required or permitted under this Agreement shall be deemed effective, if (a) personally delivered, (b) sent by a nationally recognized overnight delivery service providing a signed receipt, or (c) sent by certified or registered mail, return receipt requested.

If to SLOC: Salt Lake Organizing Committee
 299 South Main Street, Suite 1300
 Salt Lake City, Utah 84145
 Attention: Ms. Ann Wall

cc: Law Department

If to Community: Office of the Mayor
 1200 Market Street
 Room 200
 St. Louis, MO 63103
 Attention: Sheila Banks

9.4 Delays. The Parties acknowledge that the time set for conducting the Relay cannot be changed. Therefore, successful implementation of the Relay requires close cooperation and fairness between the Parties. The Parties agree to notify each other as soon as practicable when either becomes aware of any condition that will significantly affect timing of the Relay.

9.5 Representations. Each Party represents that it possesses the authority to enter into this Agreement and is not bound by any other agreement that conflicts with the transactions contemplated by this Agreement. Further, each Party represents that its obligations and rights under this Agreement will not violate any restriction contained in each respective Party's organizational documents nor will its obligations and rights conflict with any law, statute, ordinance, order, ruling, license, regulation or judgment to which each respective Party is subject.

9.6 Conflict of Interest. Each Party agrees to use its best efforts to ensure that its directors, officers, employees, volunteers, contractors, advisors and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner.

9.7 Severability. If any provision or term of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, such provision or term shall not affect any other provision or term of this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of this Agreement is not frustrated.

9.8 Independent Contractors. This Agreement shall not create a joint venture, partnership, principal-agent or other

relationship between the Parties, except that of independent contractors.

9.9 Survival. The provisions of this Agreement (a) shall survive termination of this Agreement to the extent necessary to protect the rights and to effect the intent of the Parties, and (b) shall inure to the benefit of the Parties and, to the extent set forth herein, to their respective successors and permitted assigns.

9.10 Counterparts. This Agreement may be executed in more than one counterpart, each of which, when executed, delivered and complete with its incorporated Exhibit, shall be deemed an original.

9.11 Governing Law and Jurisdiction. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Utah, without reference to its conflict of laws rules. Any legal or equitable claim shall be filed in the respective state or federal court in Salt Lake City, Utah.

9.12 Force Majeure. Performance under this Agreement is excused while and to the extent the Parties are unable to perform by reason of Force Majeure, provided that any such occurrence shall not deprive any Party of its remedies to terminate this Agreement as provided herein or at law.

9.13 Unrelated Parties. It is expressly understood and agreed by Community that none of (a) Salt Lake City Corporation, the State of Utah, the Utah Sports Authority, the IOC or the USOC or (b) any officer, director, trustee, member, employee, agent or representative of the private and governmental entities listed in (a), above, in their individual and organizational capacities (each entity and individual being called an "Unrelated Party") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the Parties relating to the subject matter thereof. Community covenants and agrees that it will not have recourse to the assets of any Unrelated Party as a remedy for claims, demands, actions, suits or other proceedings under any contract entered into with SLOC and that SLOC shall not be deemed to be an agency, instrumentality, partner, joint venturer or agent of any Unrelated Party.

EFFECTIVE AS OF THE DATE STATED ABOVE.

SLOC: _____

Title: _____

SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002

COMMUNITY: _____

Mayor: _____

Comptroller: _____

Register: _____

City Counselor (as to form): _____

For the CITY OF ST. LOUIS

Exhibit A - Designated Marks and Copyrights License Agreement

**DESIGNATED MARKS AND COPYRIGHTS LICENSE
AGREEMENT**

This Designated Marks and Copyrights License Agreement ("Agreement") is made and entered into this _____ day of _____, 2001, between the Salt Lake Organizing Committee for the Olympic Winter Games of 2002, a Utah nonprofit corporation ("SLOC"), City of St Louis ("Community Licensee"), and is incorporated into the Torch Relay Services Agreement between the Parties.

Recitals

- A. On June 16, 1995, the International Olympic Committee ("IOC") awarded the right to host the XIX Olympic Winter Games ("Games") to Salt Lake City. SLOC has been appointed as the organizing committee for the Games.
- B. SLOC and Community Licensee wish to enter into an agreement pursuant to which the Community Licensee may use certain SLOC Designated Marks and Copyrights as described in this Agreement.

Agreement

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

**Article 1
Definitions**

- 1.1 "Act" means the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. 220501 *et. seq.*
- 1.2 "Authenticating Notice" means a statement or notice approved by SLOC which evidences consent by the USOC under the Act to use the Designated Marks and Copyrights in the United States. (Acceptable forms of Authenticating Notices are set forth in Exhibit A.)
- 1.3 "Community Celebration" refers to the events hosted by Community to celebrate the passage of the Relay along the national route.
- 1.4 "Designated Marks and Copyrights" means the graphical emblem(s) and words and references depicted in Exhibit A to this Agreement.
- 1.5 "Games" means the XIX Olympic Winter Games to be held in and around Salt Lake City, Utah in February 2002.
- 1.6 "Salt Lake 2002 Olympic Torch Relay Graphic Standards Manual" means the graphic standards manual promulgated by SLOC regarding the use of the Designated Marks and Copyrights for the Torch Relay, as amended from time to time (herein referred to as "Graphics Standard Manual.").
- 1.7 "IOC" means the International Olympic Committee.
- 1.8 "Party" or "Parties" means SLOC and/or Community Licensee, as appropriate for the context.
- 1.9 "Permitted Uses" means use of the Designated Marks and Copyrights in the manner described in Exhibit B to this Agreement.
- 1.10 "Relay" means the Salt Lake 2002 Olympic Torch Relay, which commences in Olympia, Greece, is routed through numerous communities in the United States and is delivered to Salt Lake City for the Opening Ceremonies of the Salt Lake 2002 Olympic Winter Games.
- 1.11 "Relay Imagery" means images of torches, torch bearers, torch relays, Relay-event footage for the Relay.
- 1.12 "Relay Logos" means the logos identified or referenced in Exhibit A to this Agreement.
- 1.13 "USOC" means the United States Olympic Committee.

Article 2 Grant of License and Rights

2.1 **LICENSE.** On the terms and subject to the conditions set forth in this Agreement, including the Exhibits attached hereto and incorporated into this Agreement, SLOC grants to the Community Licensee the fully paid up, nonexclusive, nonassignable and nontransferable right and license to the Designated Marks and Copyrights for Permitted Uses in the Community Licensee's local government area. Each use of Designated Marks and Copyrights must be approved in writing in advance by SLOC pursuant to Exhibit C, and in all events must comply with the Graphic Standards Manual.

2.2 **CONDITIONS OF USE.** The rights and license to use the Designated Marks and Copyrights granted herein are subject to the terms and conditions set forth in Exhibit C to this Agreement.

2.3 **RESERVATION OF RIGHTS.** All rights, opportunities and approvals not expressly granted to the Community Licensee under this Agreement are reserved by SLOC.

2.4 **DISCLAIMER OF WARRANTIES.** SLOC makes no representation or warranty to Community Licensee with respect to the Designated Marks and Copyrights. In no event shall SLOC be liable to Community Licensee for special, incidental, consequential or punitive damages relating to or resulting from Community Licensee's use of the Designated Marks and Copyrights.

2.5 **TORCHRELAY COMMUNITY PLANNING GUIDE.** SLOC grants to Community Licensee the fully paid-up, non-exclusive, nonassignable and nontransferable right and license to copy the Torch Relay Community Planning Guide and to disseminate such copies to appropriate persons in the Community Task Force and other persons necessary to conduct the Relay and Community Celebration.

Article 3 Term and Termination

3.1 **TERM.** The term of this Agreement shall begin on the date first indicated above and shall continue through completion of the Olympic Winter Games of 2002 earlier terminated, as provided herein.

3.2 **TERMINATION FOR CAUSE.** SLOC may terminate this Agreement at its sole discretion ten (10) days after serving notice to the Community Licensee of Community's breach of any material provision of this Agreement or the Torch Relay Services Agreement, unless Community Licensee shall have cured the breach within the ten (10) day period. Upon expiration or termination of this Agreement, Community Licensee shall cease all use of the Designated Marks and Copyrights.

3.3 **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience at any time and for any reason upon thirty (30) days written notice to the other Party.

Article 4 Enforcement

INJUNCTIVE RELIEF. Community Licensee acknowledges that the Designated Marks and Copyrights possess special, unique and extraordinary characteristics that make difficult the assessment of monetary damages sustained and that irreparable injury could be suffered as a result of Community Licensee's unauthorized use or misappropriation thereof. Community Licensee also acknowledges the exclusive ownership of the Designated Marks and Copyrights and related registration by SLOC. Therefore, Community Licensee agrees that SLOC may seek from any court of competent jurisdiction injunctive and other equitable relief as appropriate.

Article 5 Miscellaneous Provisions

5.1 **NO WAIVER.** No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument executed by the Party against whom the waiver is to be enforced. No waiver by any Party of any term or condition of this Agreement shall constitute a waiver by such Party of any prior, concurrent or subsequent breach or default of the same or any other term or condition of this Agreement.

5.2 SEVERABILITY. If any condition or term of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, such condition or term shall not invalidate any other condition or term of this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of this Agreement is not frustrated.

5.3 ENTIRE AGREEMENT. This Agreement, its Exhibits and references contain all the terms and conditions agreed by the Parties with respect to the subject matter of this Agreement and supersede all prior oral and written understandings, arrangements and agreements between the Parties. This Agreement shall not be modified or revised, except by a document signed by authorized representatives of the Parties.

5.4 SURVIVAL. The provisions of this Agreement (a) shall survive termination of this Agreement to the extent necessary to protect the rights of SLOC in and to the Designated Marks and Copyrights and to effect the intent of the Parties, and (b) shall inure to the benefit of the parties and, to the extent set forth herein, to their respective successors and permitted assigns.

5.5 REPRESENTATIONS. Each Party represents that it possesses the authority to enter into this Agreement and is not bound by any other agreement, which conflicts with the transactions contemplated by this Agreement. Further, each Party represents that its obligations and rights under this Agreement will not violate any restriction contained in its organizational documents nor will its obligations and rights conflict with any law, statute, ordinance, order, ruling, license, regulation or judgment to which it is subject.

5.6 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and interpreted in accordance with, the Act, the Lanham Act, 15 U.S.C. '1051 et. seq. and other relevant trademark and copyright laws of the United States and the State of Utah. Any legal or equitable claim shall be filed in the respective state or federal court in Salt Lake City, Utah.

5.7 UNRELATED PARTIES. It is expressly understood and agreed by Community Licensee that none of (a) Salt Lake City Corporation, the State of Utah, the Utah Sports Authority, the IOC and the USOC or (b) any officer, director, trustee, member, employee, agent or representative of the private and government entities listed in (a), above, in their individual and organizational capacities (each entity and individual being called an "Unrelated Party") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the Parties relating to the matter thereof. Community Licensee covenants and agrees that it will not have recourse to the assets of any Unrelated Party as a remedy for claims, demands, actions, suits or other proceedings under any contract entered into with SLOC and that SLOC shall not be deemed to be an agency, instrumentality, partner, joint venturer or agent of any Unrelated Party.

In Witness Whereof, the Parties have entered this Agreement as of the date first above written.

Community Licensee

Salt Lake Olympic Organizing Committee
For the Olympic Winter Games of 2002

By: _____
Mayor

By: _____
Title

By: _____
Comptroller

By: _____
Register

By: _____
City Counselor, as to form

Exhibit A - Designated Marks and Copyrights

Exhibit B - Permitted Uses

Exhibit C - Conditions of Use

EXHIBIT A**Designated Marks and Copyrights**

All uses by the Community Licensee of the Designated Marks and Copyrights shall faithfully and accurately reproduce the color, design and appearance, without embellishment, of the Designated Marks and Copyrights in accordance with the Graphics Standards Manual. No partial version of any Designated Mark may be used at any time for any purpose without the express prior written consent of SLOC.

Each use of the logo designs shall include the trademark symbol ("™"); provided the Community Licensee shall substitute use of the trademark registration symbol ("®") at such time as SLOC informs Community Licensee that federal registration has been obtained.

Designated Marks and Copyrights - Words, images or logos as provided in the Graphics Standards Manual

Salt Lake 2002 Olympic Torch Relay™

Salt Lake 2002®

Olympic Torch Relay™

Salt Lake 2002 Olympic Torch Relay™ symbol or logo

Torch Relay Imagery

Videos provided by SLOC

Authenticating Notice -

Reference the Graphics Standards Manual

Long Version: TM©1997, 2000 SLOC The use of Olympic-related marks and terminology is authorized by the United States Olympic Committee pursuant to Title 36 U.S. Code Section 220506.

Short Version: TM©1997, 2000, SLOC 36USC 220506

**EXHIBIT B
Permitted Uses**

This License permits Community Licensee (and not third-parties) to use Designated Marks and Copyrights solely for non-commercial planning and conducting of the Relay in accordance with Chapter Seven, "Marketing Guide" of the Planning Guide.

- 1) Advertisements, newsletters, posters and other written publications,
 - To solicit interest from local concession operators or entertainers for the Celebration.
 - To promote the date/time and location for the Relay and Celebration within the Community.
 - To advertise the availability of Relay merchandise for sale.
 - To solicit local volunteers to help conduct the Relay and Celebration.
 - To provide relevant information to the Community Task Force and others, as appropriate, to plan and conduct the Relay and Community Celebration.
 - To thank or recognize approved local contributors.

- 2) Letters, newsletters and other written publications soliciting contributions from local companies for the express purpose of planning and conducting the Relay and Community Celebration.
- 3) Advertisements, posters, banners and other written publications announcing dinners or other community fund-raising events held to raise money to support the Relay and Community Celebration.
- 4) Television, radio and other electronic announcements advising the date, time and location for the Relay and Community Celebration.
- 5) Certificates of appreciation thanking the Community volunteers and contributors.
- 6) Hotlinks from the Community Licensee's web page to Salt2002.com.
- 7) Community Celebration,

EXHIBIT C
Conditions of Use of Designated Marks and Copyrights

Each use of Designated Marks and Copyrights by Community Licensee under the Designated Marks and Copyrights Agreement is subject to the following conditions:

1. General Conditions of Use.

- 1.1 Community Licensee shall not use the Designated Marks and Copyrights in any manner that reflects unfavorably upon the good name, goodwill, reputation or image of SLOC or the Olympic movement nor do or omit to do anything that could invalidate or jeopardize any ownership or approval rights of SLOC with respect to the Designated Marks or Copyrights.
- 1.2 Community Licensee shall not use the Designated Marks or Copyrights in such a manner that confusion may arise in the public mind as to the Permitted Uses for which Community Licensee has been granted such rights.
- 1.3 Community Licensee shall not adopt or use and trade name, mark or image that includes or is confusingly similar to any Designated Marks or Copyrights or other Olympic Marks.
- 1.4 None of the Designated Marks or Copyrights shall be incorporated into a common graphic or be associated with third party trade names or marks (including entertainers).
- 1.5 No Designated Marks or Copyrights shall be used for any fund-raising, except as approved by SLOC.
- 1.6 Without the prior written consent of SLOC, which SLOC may grant or withhold in its sole discretion, Community Licensee shall make no commercial use of any Designated Mark or Copyright.

2. Internet. Community Licensee shall not use any of the Designated Marks or Copyrights or authorize such use on any World Wide Web site or on any other on-line site, except as specifically approved in writing by SLOC. Neither Designated Marks nor Copyrights nor other Olympic Marks may be used in any domain name registered or used by Community Licensee or in any meta-tags associated with the site.

3. Approvals.

- 3.1 Community Licensee shall submit to SLOC, for its prior written approval, representative samples of each use of a Designated Mark or Copyright prior to its release to the public, using the form attached at the end of this Appendix C
- 3.2 Community Licensee shall supply free-of-charge to SLOC for administrative and archival purposes four (4) originals of representative samples of all materials to be used by Community Licensee in connection with the licenses granted hereunder, as soon as such material becomes available.

- 3.3 SLOC assumes no responsibility or liability with respect to the content of any materials published by Community Licensee. Community Licensee shall be responsible for all such content, and shall indemnify and hold SLOC and SLOC Associated Parties harmless with respect thereto.
- 3.4 Address for Submissions. All materials and representative samples to be submitted hereunder shall be sent to the following address:
- Salt Lake Organizing Committee for
The Olympic Winter Games of 2002
Attn: Brand Protection B Michael Bettin
299 South Main Street, Suite 1300
P.O. Box 45002
Salt Lake City, Utah 84145-0002
- or -
brand.protection@saltlake2002.com
Attn: Michael Bettin
4. **Notice of Misuse.** Community Licensee shall, immediately upon learning of any misuse or unauthorized use of Olympic Marks or Copyrights in its local government area during the term hereof, notify SLOC in writing, setting forth the facts in reasonable detail.
5. **Merchandise.** Community Licensee shall not have the right or license to manufacture or cause the production of merchandise items bearing the Designated Marks or Copyrights.

Approved: November 6, 2001