

## **CORE AGREEMENT**

THIS CORE AGREEMENT (the “**Core Agreement**”) is made effective as of this \_\_\_\_, day of \_\_\_\_\_, 2016 (the “**Effective Date**”) between the UNITED STATES OLYMPIC COMMITTEE, a federally chartered not-for-profit corporation (“**USOC**”) and the CITY OF CHULA VISTA, a chartered municipal corporation (“**CV**”).

### **WITNESSETH:**

**WHEREAS**, pursuant to the terms of that certain Agreement of Property Transfer and Joint Escrow Instructions entered into by the parties concurrently herewith (the “**Transfer Agreement**”), USOC has agreed to transfer to CV all of USOC’s right, title and interest in and: (a) to that certain real property located at 2800 Olympic Avenue, Chula Vista, California, as more particularly described in the Transfer Agreement (the “**Property**”); and (b) certain improvements and facilities on the Property dedicated to the training of elite athletes, which includes all those facilities described on **Exhibit B** attached hereto (collectively, the “**Facilities**”). The Property and the Facilities have been commonly known, and operated, as the Chula Vista Olympic Training Center. However, from and after the Transfer Date, Property and Facilities are expected to be known and operated as the Chula Vista Elite Athlete Training Center. Accordingly, the Property and the Facilities are sometimes collectively referred to herein as the “**CVTC**”;

**WHEREAS**, as more specifically provided in the Transfer Agreement, the transfer of the Property and the Facilities comprising the CVTC from USOC to CV is scheduled to occur by on or about December 31, 2016 (the date upon which such transfer of the Property and the Facilities actually occurs being referred to herein as “**Transfer Date**”);

**WHEREAS**, the parties have determined it to be in their mutual best interests to enter into an agreement relating to operations of the CVTC from and after the Transfer Date including, among other things: (i) the maintenance and operations of the CVTC and the standards for same, consistent with what is necessary and appropriate for the successful training and support of elite athletes (the “**Elite Athlete Standards**”), as such Elite Athlete Standards are set forth in **Exhibit C** attached hereto; (ii) USOC’s Minimum Usage Commitment, as further defined and described in Section 4 below; and (iii) certain other agreements relating to the operational and maintenance standards and obligations for certain portions of the CVTC;

**NOW, THEREFORE**, in consideration of the mutual promises and the covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. **Term of Agreement**. The term of this Agreement shall commence as of the Transfer Date and shall terminate on December 31, 2020 (the “**Initial Term**”) unless sooner terminated as provided in Section 14 hereof (it being expressly understood, however, that the provisions of Section 2(A) below shall be effective and apply prior to the commencement of the Initial Term during the period from and after the Effective Date); provided, however, that commencing no later than eighteen (18) months prior to the expiration of the Initial Term, USOC and CV shall meet and confer to negotiate on whether and on what terms the parties may extend the Initial Term. The Initial Term, as may be extended, shall sometimes be referred to herein as the “**Term**” or the “**Term of this Agreement**”. Upon the expiration or earlier termination of this Agreement, the parties shall promptly execute, acknowledge and deliver such documentation as is necessary to remove from the Official Records of San Diego County that certain Memorandum of Core Agreement which was recorded on or about the Transfer Date.

2. **Transfer Agreement, Interim Agreement and Responsibility for CVTC Operations after the Transfer Date.**

A. On or about the Effective Date hereof, the parties have entered into the Transfer Agreement. In the event of the termination of the Transfer Agreement for any reason (other than the occurrence of the Closing thereunder), this Agreement shall automatically terminate and be of no further force or effect, without further action of the parties.

B. During the period from the Effective Date until the expiration of the Due Diligence Period, USOC and CV shall negotiate in good faith a written agreement (the "**Interim Agreement**") on terms satisfactory to USOC and CV, and which shall provide (and which shall be more particularly negotiated and set forth in the Interim Agreement, that (i) following the execution of the Operator Contract (as defined in the Transfer Agreement), the Third Party Operator (as defined below) shall have reasonable access to the CVTC prior to the Transfer Date, (ii) CV and the Third Party Operator shall develop an operational/business plan with respect to the use and operation of the CVTC consistent with this Agreement, and shall reasonably consider any recommendations made by USOC in connection therewith, (iii) USOC will provide reasonable access to CV and the Third Party Operator to the reservation system for the Facilities to begin bookings for 2017, (iv) provide CV with reasonable access to CVTC employee records as and to the extent deemed appropriate and lawful by USOC (with the understanding that all such employee information disclosed by USOC to CV shall be governed by the Existing Confidentiality Agreement, as defined below), (v) subject to availability as determined by USOC, provide reasonably acceptable office space for CV's operations on the CVTC that are permitted under the Interim Agreement, at no cost to CV, (vi) discuss appropriate terms and conditions for the assignment to CV of the interest of USOC under that certain Lease, License and Operation

Agreement dated June 13, 2012 with Easton Sports Development Foundation (“Easton”), as amended, and related housing agreement or, in the alternative, prepare a plan of implementation for Easton’s independent operation within the CVTC, and (vii) determine the appropriate course of action if the Developer Contract (as defined in the Transfer Agreement) for the provision of no less than one hundred (100) beds for athlete/coach housing at the CVTC is entered into prior to the Transfer Date, and whether, and in what manner, construction will be permitted to be commenced on the CTVC prior to the Transfer Date.

C. From and after the Transfer Date, the CVTC shall be renamed and operated by CV as the “Chula Vista Elite Athlete Training Center” subject to the terms of this Agreement.

3. **USOC’s Continued Operation/Control of Certain Facilities.**

A. **Sport Performance Facilities.** Pursuant to the following provisions of this **Section 3A**, during the Term of this Agreement, CV hereby grants to USOC, at no charge, the exclusive right to occupy and use, and USOC shall continue to provide staffing for and operate at USOC’s sole cost (under its existing contract with the University of California San Diego or otherwise), the following Facilities: (i) the Sports Medicine Clinic (identified as “Building L” on the site plan attached hereto as **Exhibit A-2**); (ii) the Sport Physiology Lab that is located within the “Boathouse” (which Sport Physiology Lab is identified as “Building J” on the site plan attached hereto as **Exhibit A-2**); and (iii) the USOC Sport Performance office spaces (identified as “Building M” and “Building D” on the site plan attached hereto as **Exhibit A-2**), it being expressly acknowledged that the buildings described in clauses (i) through (iii) hereinabove were, immediately prior to the Effective Date, used and occupied by the Sports Technologist, Sports Physiologist, Sports Dietitian, Sport Psychophysicologist, and USOC staff. The buildings described in clauses (i) through (iv) hereinabove are sometimes collectively referred to herein as

the “**Sport Performance Facilities**”. All furniture, fixtures, supplies and equipment within the Sports Performance Facilities (including all sports medicine equipment) (collectively, the “**Sport Performance Facilities Equipment**”) shall be and remain the sole property of USOC and CV shall have no rights or interest therein. Except as otherwise provided hereinbelow, CV shall, at CV’s sole cost and expense (subject to reimbursement by USOC with respect to clause (C) hereinbelow), repair, maintain and replace (as and to the extent necessary as reasonably determined by CV), (A) the structural components and the systems and equipment of the Sport Performance Facilities, including the mechanical, electrical, heating and cooling systems (but excluding the Sport Performance Facilities Equipment), (B) the exterior walls, the roof, the gutters, the foundations, the windows, the downspouts of the Sport Performance Facilities, and (C) the interior of the Sports Performance Facilities (including the interior paint, signage and directories, interior lighting, carpeting and flooring) and the surface areas immediately surrounding the Sport Performance Facilities, and CV shall, at CV’s sole cost and expense, keep such portions of the Sport Performance Facilities in good order and condition and otherwise in accordance with the standards in place at the CVTC as of the Effective Date; provided, however, that USOC shall reimburse CV for the reasonable, competitively priced costs actually incurred and paid for by CV in connection with the performance of its maintenance, repair and replacement obligations under clause (C) hereinabove. CV’s repair and maintenance obligations shall include, without limitation, the obligation to (1) maintain preventative maintenance contracts on all such portions of the Sports Performance Facilities or an acceptable preventative maintenance program consistent with current best practices, and (2) provide janitorial and other cleaning services necessary to keep the Sport Performance Facilities in a clean and sightly condition throughout the Term of this Agreement. In addition, CV shall provide, at CV’s sole

cost and expense (subject to reimbursement as provided hereinbelow), all utilities required by USOC in connection with USOC's use and occupancy of the Sport Performance Facilities, including, without limitation, the provision of water, gas, electricity, heating, ventilation and air-conditioning and trash removal; provided, however, that USOC shall reimburse CV for the reasonable, competitively priced costs actually incurred and paid for by CV in connection with the performance of such services. All services must be performed at a cost that is reasonable and competitively priced, and a condition to USOC's obligation to so reimburse CV for any costs under this Section 3(A) shall be USOC's receipt of invoices, paid receipts or such other evidence of such costs as USOC may reasonably require demonstrating the cost of such services as a prorated portion of a larger maintenance contract. The costs for which USOC is required to reimburse CV under this Section 3(A) shall be credited against, and deducted from, the Minimum Usage Commitment (as defined below), and USOC shall have no obligation to make any out-of-pocket reimbursements to CV under this Section 3(A) unless and until the Minimum Usage Commitment for the year in question is exhausted. If CV fails to timely and/or properly perform its obligations under this Section 3A, and such failure continues for a period of ten (10) business days after delivery by USOC of written notice of such failure (except that no such notice shall be required in case of emergency), then USOC shall have the right to perform such obligation on CV's behalf, and CV shall, within thirty (30) days after receipt of invoice therefor, reimburse USOC for the costs incurred by USOC in connection with the performance of such obligation, together with a ten percent (10%) administrative fee. If CV fails to so reimburse USOC within such 30 day period, then without limiting USOC's rights and remedies under this Agreement, at law and/or in equity, USOC shall have the right to offset such amount against the Minimum Annual Payment next due and payable under this Agreement. USOC shall be responsible, at

USOC's sole cost, for the maintenance, repairs and replacement (as deemed necessary by USOC) of all Sport Performance Facilities Equipment. In addition, if USOC elects, in USOC's discretion, to cause to be performed any capital upgrades (as opposed to replacements) in or to the Sports Performance Facilities, then such capital upgrades shall be performed by USOC at USOC's sole cost and expense, and in connection therewith, CV hereby agrees that USOC shall have the right, with prior consultations with CV, but without CV's consent, to perform alterations, additions and improvements in and to the Sport Performance Facilities that USOC deems necessary or desirable and consistent with the Elite Athlete Standards. Except as otherwise set forth in this Section 3A, no payments by USOC under this Section 3A shall be offset against the Minimum Annual Payment due and payable under this Agreement. The parties hereby agree that USOC's access to the Sport Performance Facilities shall be exclusive, for use only by USOC and USOC-approved NGB contractors and employees delivering services to USOC and USOC-approved NGB designated athletes and programs; provided, however, USOC may, to the extent there is availability of such facilities, make the Sports Performance Facilities available to NGB designated athletes and programs at no charge, and for non-NGB designated athletes and programs at a reasonable expense and CV shall reserve the right to provide similar services elsewhere within the CVTC.

B. High Altitude Dorm Rooms. During the Term of this Agreement, USOC shall have priority access to dorm rooms 421, 422, 423, 424 in the Facility identified on as "Building 400" on Exhibit A attached hereto (collectively, the "High Altitude Dorm Rooms"), together with priority access to the corresponding altitude controls for the High Altitude Dorm Rooms. For purposes of determining USOC's Minimum Usage Commitment pursuant to Section 4 below, the High Altitude Dorm Rooms will be included as four (4) of the total USOC

reserved beds, or the equivalent of one thousand four hundred and sixty (1,460) on-complex user days of USOC's Minimum Usage Commitment. USOC shall have priority access to the reservations of the High Altitude Dorm Rooms in accordance with the Operations Plan.

Consistent with CV's overall maintenance obligations, CV will be responsible, at its sole cost and expense, for any damage caused as a result of any such third party usage of the High Altitude Dorm Rooms (and/or any of the altitude settings and controls).

C. Weight Room and Track & Field Office. During the Term of this Agreement, USOC shall have priority access to the Track & Field Office and the Weight Room (identified as "Building C" on the site plan attached hereto as **Exhibit A-2**) pursuant to a system to be provided for in the Operations Plan. CV shall be responsible for maintaining the equipment and contents in the Weight Room. The parties shall meet and confer as necessary to address any requested replacement of and/or upgrades to the equipment and contents in the Weight Room. To the extent such replacement and/or upgrades are mutually agreed, they shall be purchased and implemented by CV. With respect to such items that are not mutually agreed, USOC may purchase same at its expense, and CV shall implement same.

D. NGB Offices. CV shall utilize its good faith effort to provide areas on CVTC for NGB offices. If trailers are deemed necessary, the parties shall meet and confer with respect to mutually agreeable areas to locate such trailers.

4. **USOC Use of CVTC; Modifications or Sale.**

A. Minimum Usage Commitment. Throughout the Term of this Agreement (as may be extended), on the terms and conditions provided for herein, CV shall make available to USOC, and USOC shall use commercially reasonable efforts to make use of (herein, the



**Minimum Usage Commitment**”) (either by directly arranging for such use or facilitating such arrangements by USOC’s recognized National Governing Bodies (“**NGBs**”)) by “qualified” elite athletes, coaches and trainers (which for purposes hereof, shall mean any athletes, coaches and/or trainers that USOC selects or identifies from time to time as “elite” in USOC’s discretion), the applicable amounts of “full access” described in **Exhibit C** attached hereto, the operations plan attached hereto as **Exhibit E** (the “**Operations Plan**”), and **Exhibit F** attached hereto to (i) the housing complex at the CVTC identified as “Athlete Housing” on the site plan attached hereto as **Exhibit A-2**, (ii) the CVTC “Core” facilities and services listed on **Exhibit B** attached hereto, and/or (iii) the corresponding “specialized” facilities and services necessary to support related sports disciplines listed on **Exhibit B** attached hereto. The following matters pertaining to USOC’s Minimum Usage Commitment are set forth, in and shall be governed by, in **Exhibit C** attached hereto, the Operations Plan and **Exhibit F** attached hereto: (A) the process for reservation of beds; (B) the negotiated amount and definition of “full access” to beds, Facilities and services; (C) the definition of “qualified” elite athletes/trainers; (D) terms for USOC assignment of such resident/access rights; (E) terms for USOC acquisition of Facility usage above and beyond the Minimum Usage Commitment; and (F) a process for the reallocation by CV of unused facilities and services (which may include relief to USOC against the Minimum Usage Commitment). USOC shall, during the term, track and calculate USOC’s usage for purposes of determining as and when the Minimum Usage Commitment for each year during the Term has been exhausted and shall deliver to CV a quarterly written report showing USOC’s calculation of usage for the year in question and the amount of the Minimum Usage Commitment remaining, if any, for the year in question.

B. Modifications or Transfer of CVTC. CV shall consult with USOC prior to any proposed material modifications to or disposition of all or any portion of the CVTC facilities in order to ensure that no such modification(s) or disposition(s) will have a material adverse impact on CV's obligation to maintain the CVTC in a manner consistent with Elite Athlete Standards, and any other material obligation City has under the Agreement. If CV makes any material modification to the CVTC during the Term of this Agreement (as may be extended) that reduces (i) the quality of all or any portion of the CVTC below Elite Athlete Standards and/or (ii) USOC's access to the CVTC below its Minimum Usage Commitment, then in addition to any other rights and remedies available to USOC under this Agreement, at law and/or in equity, USOC shall have the right to reduce its Minimum Annual Payment proportionately. If and to the extent such reduction is material, then in addition to any other rights and remedies available to USOC under this Agreement, USOC shall also have the right, at USOC's election, to terminate its Minimum Annual Payment and its Minimum Usage Commitment entirely; provided, however, that if USOC so terminates its Minimum Annual Payment and its Minimum Usage Commitment entirely, (A) USOC shall continue to have the right to use the CVTC for the remainder of the Term in accordance with CV's then current standard fees and use schedules and protocols, but without the obligation to pay the Minimum Annual Payment or comply with the Minimum Usage Commitment (and any pre-paid Minimum Annual Payment shall be applied towards, and credited against, such standard fees), and (B) if and to the extent any special events were scheduled by USOC at the CVTC as of such termination date, and such special event is scheduled to occur on a date that is after such termination date, USOC shall have the right to nonetheless hold such special event at the scheduled date and time in accordance with CV's then current standard fees and use schedules and protocols, but without the obligation to pay the Minimum Annual Payment

or comply with the Minimum Usage Commitment (and any pre-paid Minimum Annual Payment shall be applied towards, and credited against, such standard fees). In addition, if CV sells, conveys or otherwise transfers any portion of the CVTC to a third party prior to the end of calendar year 2025 on terms that would eliminate, or otherwise materially reduce, USOC access to all or any portion of the CVTC, then USOC shall similarly have the right to proportionately reduce or terminate its Minimum Annual Payment and its Minimum Usage Commitment obligations under this Agreement. In addition, if any such sale, conveyance or transfer occurs prior to the end of calendar year 2025, then within thirty (30) days after the consummation of such sale, conveyance or transfer, CV shall pay to USOC a percentage of the gross proceeds received from any such sale, conveyance or transfer in accordance with the following schedule:

<b>Year of Sale</b>	<b>USOC Percentage of Gross Proceeds</b>
2017	90%
2018	85%
2019	80%
2020	75%
2021	50%
2022	50%
2023	50%
2024	50%
2025	50%

5. **Consideration; Minimum Annual Payment.** In consideration of the granting by CV of the use of the CVTC by USOC hereunder, USOC shall pay to CV a minimum annual payment (the “**Minimum Annual Payment**”) of \$3,000,000.00 per year during the Initial Term, which Minimum Annual Payment shall be applied as a credit against the use by USOC of the CVTC at the rates and on the terms set forth on **Exhibit F** attached hereto (it being expressly acknowledged and agreed however that if the use by USOC of the CVTC pursuant to the rates set forth on **Exhibit F** attached hereto results in an exhaustion of the entire amount of the

Minimum Annual Payment for the applicable year in question, USOC shall be permitted to continue to use the CVTC at the rates and on the terms set forth on **Exhibit F** attached hereto, and shall pay such rates to CV). The Minimum Annual Payment shall be made in four (4) equal payments as follows (with the Minimum Annual Payment being prorated for any partial year): (1) On January 1 of each year of the Initial Term - \$750,000 (for the period January 1 to March 31); (2) On April 1 of each year of the Initial Term - \$750,000 (for the period April 1 to June 30); (3) On July 1 of each year of the Initial Term - \$750,000 (for the period July 1 to September 30); and (4) On October 1 of each year of the Initial Term - \$750,000 (for the period of October 1 to December 31). The user rates and types that the parties anticipate will make up the Minimum Annual Payments are described in **Exhibit F** attached hereto.

6. **CV Use of CVTC; Maintenance and Operation of CVTC.**

A. **CV Use of CVTC.** During the Term of this Agreement, CV may maintain, operate and provide to third party users portions of the CVTC and/or CVTC related services (expressly excluding those portions of the CVTC and/or CVTC services (i) which are for the exclusive use of USOC pursuant to this Agreement, and/or (ii) necessary to support elite athlete use in a manner at least consistent with the Minimum Usage Commitment) on such terms and conditions as CV deems appropriate, in CV's sole discretion (herein, the "**CVTC Discretionary Operations**"); provided, however, that CV shall abide by, and perform under, the terms and provisions of the following key leases, licenses and occupancy agreements assumed by CV in connection with the transfer of the Property to CV: (i) to the extent the same is assumed by CV on the Transfer Date, that certain License, Lease and Operations Agreement and related housing agreement as previously amended and as it may be further amended prior to the Transfer Date, with Easton; and (ii) that certain Lease executed as of August 17, 1992 by and between the City

of San Diego and the San Diego Sports Federation, as amended and assigned, commonly known as The Boat House Lease. CV hereby agrees to timely and properly perform all of its obligations under such assumed leases, licenses and occupancy agreements. Notwithstanding the foregoing, if USOC notifies CV that CV's CVTC Discretionary Operations are causing adverse impacts to elite athlete use (as determined by USOC), CV shall meet and confer with USOC in order to attempt to mitigate and/or eliminate such adverse impacts. USOC and CV hereby agree that it is in USOC's and CV's mutual interest that the CVTC continue to provide world class facilities, services and support for elite athletes, and accordingly, each party shall act diligently and in good faith to attempt to mitigate and/or eliminate such adverse impacts. If, following such efforts, the parties are unable to mitigate and/or eliminate such adverse impacts, then the matter shall be subject to the dispute resolution procedures set forth in Section 31 below.

B. Maintenance and Operations of CVTC. Except as otherwise expressly provided in this Agreement, during the Term of this Agreement, CV shall maintain and operate the CVTC in accordance with the provisions of Exhibit C attached hereto, the Operations Plan and Exhibit F attached hereto, and otherwise in accordance with the terms and provisions of this Agreement.

7. City Operation of Retail Stores. During the Term of this Agreement, CV may, at its sole expense, operate (or arrange for a third party to operate) retail venues at the CVTC as CV reasonably determines. All retail sales of USOC-branded items shall be subject to the reasonable conditions established by USOC regarding sale of USOC-branded items.

8. Utilities. During the Term of this Agreement, CV shall provide, without charge to USOC, all utility services at the CVTC in connection with the Elite Athlete Standards, excluding telephone, required for USOC's ordinary use hereunder to the extent now being

provided. In addition, CV shall provide the information technology services described in Section 6 of **Exhibit C** hereof in accordance with the Elite Athlete Standards.

9. **Waste Disposal.** During the Term of this Agreement, CV shall, at its sole cost and expense (subject to Section 3A above), be responsible for the collection and disposal, to the extent reasonable and ordinary, of all trash, garbage and other waste material at the CVTC. USOC shall be responsible for the cost of the appropriate collection and disposal of any medical waste generated at the Sports Performance Facilities.

10. **Admission to CVTC.**

A. During the Term of this Agreement, CV shall be solely responsible for the establishment and implementation of policies and regulations governing admission to the CVTC, and for all ticket policies and price schedules during USOC and NGB training and events or PSO (as defined below) training and events.

B. Official USOC, NGB and PSO personnel, including athletes training or participating in competitions, shall be issued identification cards by USOC, and such persons, when carrying such identification cards on their person, shall be admitted to the CVTC for the purpose specified on the identification card only and no other. CV shall use commercially reasonable efforts to utilize the same identification card and participant management/reservation system that USOC used for the CVTC immediately prior to the Effective Date.

C. Nothing in this Section 10 shall preclude the use of such identification cards by the named holders thereof for admission as spectators to NGB or PSO events and activities to the extent seats and space are available related to their sporting events.

11. **Annual Review Regarding NGBs and PSOs.**

A. USOC may, each year during the Term of this Agreement, conduct an annual review to determine whether or not the needs of those NGBs and PSOs who use the CVTC and who are provided CVTC services are being met. In conducting this review, USOC shall obtain input from the NGBs and PSOs through the use of a survey. The survey shall not only inquire as to the sufficiency of the CVTC and services, but shall also inquire as to possible remedies to resolve any issues that may be raised. The survey and any responses to the survey shall be provided to CV and CV shall meet and confer with USOC regarding same; provided, however, that the parties acknowledge and agree that survey results shall not create a binding obligation on CV to modify operations.

12. **Indemnification.**

A. During the Term of this Agreement, USOC hereby agrees to protect, indemnify, defend and hold harmless CV, its sponsors, officers, employees, agents and servants (collectively, the “**Indemnitees**”) from any and all claims, causes of action, demands, losses, damages, costs or judgments and expenses (including reasonable attorneys’ fees) of whatever nature against them individually or by reason of, based upon, relating to or arising out of (i) the use and occupancy of the CVTC by the USOC, its agents, employees, invitees and permittees (ii) a breach or claimed breach in connection with USOC’s obligations under this Agreement, and/or (iii) the negligence or willful misconduct of USOC, and including all claims or causes of action seeking contribution and/or apportionment of responsibility under the laws of the State of California, unless such claims, causes of action, demands, costs or judgments arise in whole or in part from the negligence or willful misconduct of the Indemnitees under this Agreement.

B. During the Term of this Agreement, CV agrees to protect, indemnify, defend and hold harmless USOC and its respective officers, volunteers, employees, agents, servants, affiliates, sponsors, NGBs of various participating sports, representatives and assigns (collectively, the “**USOC Indemnitees**”), harmless of and from any and all claims, causes of action, demands, losses, damages, costs or judgments and expenses (including reasonable attorneys’ fees) of any kind or nature whatsoever, by reason of, based upon, relating to or arising out of the use, operation, maintenance, repair and/or ownership of the Property and/or the CVTC, and unless such claims, causes of action, demands, losses, damages, costs or judgments and expenses arise in whole or in part from the negligence or willful misconduct of USOC or the USOC Indemnitees and/or individuals operating under its auspices in connection with activities under this Agreement or the breach or claimed breach of USOC’s obligations under this Agreement or the use or occupancy of the CVTC by the USOC or the USOC Indemnitees and their respective agents, employees, invitees and permittees.

C. During the Term of this Agreement, each party agrees to provide notice to the other as soon as is practicable, preferably within ten (10) working days, of any event likely to give rise to or, if unexpected, which has already given rise to a claim or liability under this Section 12. The indemnifying party shall possess the right to defend and/or settle such a claim and shall be entitled to cooperation from the indemnified party in doing so. To the degree practicable and reasonable, the indemnified party shall be informed of any settlement prior to its conclusion. Upon notice of any claim, demand or action relating to CV’s indemnity, CV agrees to adjust, settle or defend the same at the sole cost of CV.

D. Each party hereby waives any and every right or cause of action for the events which occur or accrue during the Term of this Agreement for any and all loss of, or



damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is covered by valid and collectible fire, extended coverage, "All Risk" or similar policies covering real property, personal property or business interruption insurance policies, to the extent that such loss or damage is recovered under such insurance. The provisions of this waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the parties hereto. Written notice of the terms of the waiver provided herein shall be given to the insurance carriers that provide the coverage required by this Agreement, and such insurance shall be properly endorsed, if necessary, to prevent the invalidation of coverage by reason of such waivers.

E. The provisions of this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. **Insurance.**

A. During the Term of this Agreement, USOC shall be responsible for providing, or shall cause to be provided for itself, its sponsors and agents, as warranted, at its sole cost and expense, during the entire period of this Agreement policies of insurance for the purpose of protecting its property and interests in the CVTC as they may exist. Such insurance shall include, but not necessarily be limited to:

(i) Commercial General Liability Insurance with minimum limits per occurrence of Two Million Dollars (\$2,000,000) and general aggregate limits of not less than Five Million Dollars (\$5,000,000), including inter alia coverage for bodily injury, property damage, product liability/completed operations, and participant legal liability. The policy(ies) shall contain provisions designating CV as Additional Insured party as its interest may appear.

(ii) Property and Contents Insurance for the Sports Performance Facilities Equipment and any Excluded Personal Property (as defined in the Transfer Agreement)(but only to the extent the same remain at the CVTC after the Transfer Date) covering all risks of loss or physical damage appropriate with the nature of such personal property for the replacement value of such property. The policy(ies) of insurance shall be maintained in a form and with deductibles as are consistent with the operational and risk management policies of USOC for its locations and operations.

(iii) Workers Compensation Insurance providing coverage for all USOC employees at CVTC which shall provide minimum limits not less than required by statute in the State of California and minimum Employer Liability limits of One Hundred Thousand Dollars (\$100,000) Each Accident, Five Hundred Thousand Dollars (\$500,000) by Disease, and One Hundred Thousand (\$100,000) Dollars by Disease-Each Employee.

B. CV shall be responsible for providing, or shall cause to be provided by its affiliates, sponsors and assigns, as warranted, during the Term of this Agreement policies of insurance for the purpose of protecting its property and interests in CVTC as they may exist; provided, however, that CV may self-insure with respect to all such insurance. Such insurance shall include, but not necessarily be limited to:

(i) Commercial General Liability Insurance with minimum limits per occurrence of Two Million Dollars (\$2,000,000) and general aggregate limits of not less than Five Million Dollars (\$5,000,000), including inter alia coverage for bodily injury, property damage, product liability/completed operations, and participant legal liability provisions like those in the insurance maintained by USOC. The policy(ies) shall contain a provision designating USOC, Sponsors and Participants (as those used in the insurance maintained by the

USOC) as Additional Insured as their interests may appear. In the event CV carries a policy of self-insurance or self-insured retention, the CV agrees to indemnify USOC to the extent that USOC would have been covered by the insurance described above without the self-insured element.

(ii) Property and Contents Insurance for the Facilities and all personal property on the CVTC other than the property described in Section 13(A)(ii) above covering all risks of loss or physical damage appropriate with the nature of the Facilities for not less than the agreed upon value of such property. The policy(ies) of insurance shall be maintained in a form and with deductibles as are consistent with the operational and risk management policies of CV.

(iii) Workers Compensation Insurance providing coverage for all CV and contracted employees at the Facility, if any, which shall provide minimum limits not less than required by statute in the State of California and minimum Employer Liability limits of One Hundred Thousand Dollars (\$100,000) Each Accident, Five Hundred Thousand Dollars (\$500,000) By Disease, and One Hundred Thousand (\$100,000) Dollars by Disease-Each Employee.

C. Each party shall be designated as a Certificate Holder and additional insured with respect to all policies of insurance required under this Section with the exception of Worker's Compensation Insurance. Certificates of Insurance, giving evidence that each of the requirements of this article have been met, shall be provided by the insurance company (ies) to the respective Certificate Holder. For the USOC, certificates shall be directed to the USOC General Counsel and to the USOC Controller, for CV certificates shall be directed to CV's Risk Manager. All such certificates shall be updated annually.

D. Commercial General Liability and Property Insurance policies shall contain a provision requiring not less than thirty (30) days written notice to the respective Certificate Holder.

E. Except to the extent such matters are self-insured, each insurance policy required by this Section 13 shall be secured from a company authorized to write insurance in the State of California. Such company(ies) shall possess a rating of A- VIII or better from A.M. Best or a comparable rating from another recognized rating service in the event that the insurer is not rated by Best. State-operated insurance pools for Workers Compensation shall be exempt from this provision.

F. In the event that a building is damaged by fire or other casualty such that operations cannot be continued until rebuilt or repaired, both parties agree that this Agreement will remain in force, as practicable, and that both parties will work together to see that insurance proceeds are used fully to restore operations as quickly as possible.

G. USOC and CV intend that their respective property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and USOC and CV hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder. The parties agree that their respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

14. **Termination.** This Agreement shall terminate on the expiration of the Term of this Agreement (as may be extended) unless earlier terminated (a) in writing, on mutual agreement of the parties and upon mutually agreeable terms, or (b) as otherwise expressly provided in this Agreement.

15. **USOC Events of Default.** The occurrence of any of the following acts, events or conditions, shall constitute an “**Event of Default**” by USOC under this Agreement:

A. Any Minimum Annual Payment or other sum of money payable under this Agreement is not paid when due and such failure shall continue within thirty (30) days after the time periods provided for in this Agreement (or if no time period is expressly provided, then USOC shall have a period of thirty (30) days after USOC’s receipt of written notice of the required payment);

B. The failure or refusal of USOC, at any time during the Term, to fulfill or perform any other material covenant, agreement or obligation of USOC hereunder if such failure or refusal shall continue without correction for a period of sixty (60) consecutive calendar days from and after USOC’s receipt of written notice thereof, provided that if such covenant, agreement or obligation shall be of such nature that it can be fulfilled or performed and if USOC in good faith commences to fulfill or perform same within said sixty (60) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said sixty (60) day period exercising due diligence, an Event of Default shall not be deemed to have occurred if USOC is then diligently pursuing the fulfillment or performance of the covenant, agreement or obligation and shall thereafter continuously and diligently proceed therewith until completion.

16. **Remedies for USOC Event of Default.** Upon the occurrence of an Event of Default by USOC, CV shall have the option to (i) immediately terminate this Agreement, and/or

(ii) pursue any and all remedies available at law or in equity, including an action for monetary damages. Each right and remedy of CV provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement except as otherwise limited by this Agreement, and the exercise or the beginning of the exercise by CV of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by CV of any or all other rights or remedies provided for in this Agreement.

17. **CV Event of Default.** The occurrence of any of the following acts, events or conditions shall constitute a “**CV Event of Default**” under this Agreement:

A. Any sum of money payable under this Agreement is not paid when due and such failure shall continue within thirty (30) days after the time periods provided for in this Agreement (or if no time period is expressly provided, then CV shall have a period of thirty (30) days after CV’s receipt of written notice of the required payment);

B. In the event CV fails to perform any other material covenant, agreement or obligation under this Agreement, and such failure continues for sixty (60) days after written notice from USOC (or if such obligation cannot be cured within sixty (60) days, then after such period of time as reasonably necessary to cure so long as CV has commenced such cure within said 60-period and diligently prosecutes the same to completion).

18. **Remedies for CV Event of Default.** Upon the occurrence of a CV Event of Default, USOC shall have the option to (i) immediately terminate this Agreement, and/or (ii) pursue any and all remedies available at law or in equity, including an action for monetary damages. Each right and remedy of USOC provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement except as

otherwise limited by this Agreement, and the exercise or the beginning of the exercise by USOC of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by USOC of any or all other rights or remedies provided for in this Agreement.

19. **Limitation on Consequential Damages.** Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall impose any obligation on USOC or CV to be responsible or liable for, and each hereby releases the other from all liability for, lost profits or other consequential damages.

20. **Amendments.** This Agreement may be amended at any time upon mutual consent and agreement of the parties in writing.

21. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, and replaces any and all prior agreements or understandings by either of them or between them, whether written or oral, relating in any way to the subject matter of this Agreement.

22. **Assignments.** This Agreement shall be final and binding upon and shall inure to the benefit of the parties and their successors, representatives, licensees and assigns. This Agreement may not, however, be assigned by either party without the prior written approval of the other party which consent may be granted or withheld in such party's sole and absolute discretion. Notwithstanding the foregoing to the contrary, CV shall have the right to assign all or a portion of its duties hereunder to a non-profit entity formed by CV for such purpose, and/or to a qualified Third Party Operator (as defined below), in all cases subject to USOC's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. USOC hereby approves Point Loma Trust as the initial Third Party Operator. As used herein, the term "**Third Party Operator**" shall mean an independent third party which shall, under the Operator

Agreement, administer the day-to-day maintenance and operations of the CVTC. CV may delegate any and all of its rights and obligations under this Agreement to such Third Party Operator; provided, however, that in no event shall CV be released from its primary liability for its obligations hereunder without the prior written consent of USOC.

23. **Separability.** The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part hereof.

24. **Applicable Laws.** This Agreement is to be considered to have been made in the State of California, and is subject to the laws of the State of California.

25. **Contacts.**

A. CV's City Manager shall designate in writing from time to time CV personnel to serve as official contact representatives of CV and its affiliates for the purposes of this Agreement.

B. The USOC Chief Executive Officer shall designate in writing from time to time USOC personnel to serve as the official contact representatives of the USOC and its affiliates for the purposes of this Agreement.

26. **Relationship of Parties.** The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as to creating a partnership, joint venture or agency relationship between CV and USOC, and neither party shall have the authority to bind the other in any respect.

27. **Administration of Agreement.** The parties agree to meet annually, in the spring, throughout the Term of this Agreement at a time and place to be mutually agreed upon, to review the administration of this Agreement. In preparation for such meeting, the parties shall solicit



and meet and confer regarding any and all input from NGBs and/or PSOs which are designated as primary users of the CVTC.

28. **Olympic Marks and Sponsors.** The parties acknowledge and agree that during the Term of this Agreement, CV intends to operate the CVTC as a USOC “Olympic and Paralympic Training Site” and that the USOC supports that intention. The terms in this Section 28 (i) shall only apply during the Term of this Agreement, and (ii) describe the means by which the USOC will grant to CV the necessary rights and opportunities to use the “Training Site Designation” as that term is defined below. No other transfer of rights to Olympic marks is contemplated. As CV operates the CVTC, “Olympic Training Site” status will be one element of the CVTC, not its entirety. As such, and subject to the terms hereof, CV will be free to pursue sponsorship and event opportunities for the CVTC so long as it always ensures that no such sponsorship or event suggests any relationship between the USOC and any entity that is not a USOC sponsor. The parties will cooperate reasonably throughout the Term of this Agreement to implement the following terms in light of the foregoing principles.

A. **USOC Sole Owner of Olympic Marks.** CV acknowledges that USOC is the sole owner of all Olympic and Paralympic-related marks, names, designs, logos, symbols, emblems, designations, indicia, and terminology (collectively, “**Olympic Marks**”), including but not limited to the Training Site Designation. As used herein, “**Training Site Designation**” shall mean the designations as set forth in **Exhibit H** attached hereto. Except as specifically set forth in this Section 28, this Agreement does not grant to CV any right to use any Olympic Marks.

B. **Grants of Rights to Training Site Designation.** USOC hereby grants to CV a non-exclusive right and license to use the Training Site Designation and to refer to the fact that the CVTC is a “U.S. Olympic and Paralympic Training Site” subject to the terms and

conditions, as set forth in, this Agreement. Where USOC prior approval is required, USOC agrees to exercise its discretion reasonably and agrees to use reasonable efforts to ensure that all requests for approval are processed promptly. All rights in and to Olympic Marks (including but not limited to the Training Site Designation) not specifically granted to CV herein are reserved by USOC.

C. **Use of Training Site Designation with Name of the Facility.** All uses by CV of the Training Site Designation must be as a standalone designation, combined only with the name of the CVTC, and not combined with any other name or mark. CV's initial name for the CVTC shall be the "Chula Vista Elite Athlete Training Center." City shall have the right to change the name in its discretion provided that the name does not include reference to any Olympic mark, name, or other terminology, and the inclusion of any third-party mark or name must be approved by the USOC. In all cases where the Training Site Designation is used in proximity to the name of the CVTC, such use must be secondary, meaning that the use of the Training Site Designation is less prominent than the CVTC name.

D. **Standards for the Training Site Designation Use.** USOC has delivered to CV written standards for the use of the Training Site Designation in that certain booklet entitled "U.S. Olympic and Paralympic Training Sites Resource Booklet 2015" ("**TSD Usage Standards**") attached hereto with **Exhibit H**. CV hereby agrees that CV shall comply with, and shall cause the Third Party Operator to comply with, the TSD Usage Standards at all times during the Term of this Agreement. USOC will have the right to supplement or change these TSD Usage Standards from time to time with written notice to CV and consultations regarding a reasonable transition period from the old to the revised standard(s). USOC agrees that such changes will not impose an undue burden on CV to modify or replace any existing materials

incorporating the Training Site Designation. CV may use the Training Site Designation in collateral print and electronic materials that identify or promote the CVTC provided that CV first obtains USOC's prior approval of the appearance of the same. Once USOC approval is obtained, CV may use approved materials in other forms and contexts, provided, however, in no event shall any materials containing the Training Site Designation be used in any way in connection with or proximity to any third party mark. CV must receive USOC's prior written approval prior to conducting any fundraising activities that reference association with the Training Site or that use the Training Site Designation, or that otherwise imply a connection with USOC, the U.S. Olympic and/or Paralympic Team, and/or Olympic Marks.

E. **Signage**. Prior to the Transfer Date, USOC shall remove, at USOC's cost, the existing public-facing Olympic Training Center signage at the CVTC (it being agreed that CV shall have no right to do so). USOC and CV will mutually agree on the appropriate locations for the Training Site Designation usage at the CVTC. CV will be solely responsible for the fabrication of the elements and installation of the signage for the CVTC which contain the Training Site Designation and which are affixed to the signs, billboards and similar structures at the Training Site (the "**Sign Faces**"). The Sign Faces will be fabricated to the specifications reasonably established by USOC and CV at the sole cost and expense of CV. CV agrees to repair, operate, and maintain the signs, billboards and other similar structures so that the Training Site Designation will always be displayed in accordance with this Agreement. CV may display outside of the CVTC banners or flags bearing an Olympic Mark designated by USOC ("**Olympic Mark Banners/Flags**"), provided that, (i) no such Olympic Mark Banners/Flags may be larger than the United States or State flag, and (ii) any Olympic Mark Banners/Flags must be displayed within reasonably proximity of a CVTC or a City of Chula Vista flag or flags, and in such event (a) such Olympic Mark Banners/Flags shall be no larger than such CVTC flag or flags, and (b)

such Olympic Mark Banners/Flags shall not be in greater numbers than such CVTC flag or flags. The parties acknowledge and agree that, as of the date of this Agreement, there exist certain signs and other installations at the CVTC that depict one or more Olympic marks not licensed to CV hereunder (the “**Residual Marks**”). The parties will cooperate reasonably to address each such Residual Mark as appropriate under the terms hereof. Consistent with the terms hereof, CV will remove and/or cover each such Residual Mark as instructed by USOC. In general, it is the intent of the parties to remove and/or cover Residual Marks that appear in publically viewable locations (e.g., exterior building features), and consider allowing them to remain where they appear in restricted areas (e.g., within dorms or cafeterias), provided always that no non-USOC Sponsor third party mark or designation is ever used in connection with, or in proximity to, any such Residual Mark.

F. **Third Party Use**. CV will have no right to permit use of the Training Site Designation or any other Olympic Marks by any third party without USOC’s prior written consent. On a case-by-case basis, USOC will review requests for, and may approve in its sole discretion, the use of the Training Site Designation by entities that sponsor USOC and secure certain rights to, among other things, the Olympic and Paralympic Marks (the “**USOC Sponsors**”). CV may submit to USOC requests for use of the Training Site Designation in connection with on-site sponsor recognition or for use by third parties, which requests will be reviewed by USOC on a case-by-case basis and approved or not approved by USOC in its sole discretion. Without limiting the foregoing, CV may authorize its own service providers for the CVTC to exercise CV usage rights hereunder on CV’s behalf, solely to the extent necessary for such third parties to provide CVTC services to CV; in all such cases, CV will be fully responsible and liable for such third parties’ actions as though they were carried out by CV itself.

In all such cases, CV will be fully responsible and liable for such third parties' actions as though they were carried out by CV itself. Without limiting the generality of the foregoing, CV will be responsible for relevant submissions to the USOC, and for ensuring that in all cases it is clear that it is CV and the CVTC, not the third party service provider, that has a relationship with the USOC.

G. **Naming and Sponsorship of Facilities or Events.** CV may offer naming and/or sponsorship rights for the CVTC and/or its facilities, including but not limited to signage related thereto, and special events held at the CVTC provided that (1) CV agrees to consult with USOC in advance to give USOC Sponsors first opportunity for same, and (2) CV ensures that no association of any kind will occur between USOC, the U.S. Olympic Team, the Training Site Designation, or the Olympic Marks, on the one hand, and such third party, on the other hand. Such actions may include, without limitation substantial changes to the nature and location of previously installed signage or other materials, or the temporary covering of same for special events, and (ii) agreements with third party sponsors that specify prohibited conduct and active City enforcement of same.

H. **Sharing of Sponsorship Information and Cooperation.** USOC will ensure that a current list of USOC Sponsors is kept on its website, [www.teamusa.com](http://www.teamusa.com). CV will keep USOC informed with respect to all sponsorship agreements into which CV intends to enter in relation to the CVTC, irrespective of the type or nature of those sponsorship agreements. Without limiting the generality of the foregoing, CV must notify USOC in writing prior to entering into any sponsorship agreement for the CVTC with a third party that is not a USOC Sponsor.

I. **CV to Encourage Sale and Use of USOC Products and Sponsors.** In any merchandise retail sales outlet operated at the CVTC (including temporary merchandise kiosks), CV agrees to encourage the inclusion of the sale of USOC Products, should USOC, in its sole discretion, request such sale of USOC Products. As used herein, “USOC Products” shall mean goods offered for sale and authorized by USOC to bear the Olympic Marks. Further CV will use reasonable efforts to use, and to encourage its concessionaires and other vendors to use, the appropriate Designated Products of USOC Sponsors in the operation of the CVTC, provided that the pricing and other terms upon which such Designated Products provided are competitive and otherwise reasonably acceptable to CV (or the applicable concessionaire or vendor). As used herein, “Designated Products” shall mean products of USOC Sponsors that fall within their USOC sponsorship categories.

J. **Sale of Goods and Training Site Designation.** CV may create Training Site Designation-branded goods for sale or distribution free of charge provided that any use of the Training Site Designation is consistent with TSD Usage Standards, and CV uses a USOC premium fulfillment and/or merchandise licensee. USOC will provide a then-current list of its premium fulfillment and merchandise licensees upon request.

K. **Video Production.** CV will ensure that any non-news related media or video production company permitted to include any Olympic Mark, including without limitation the Training Site Designation, in any content featuring the CVTC in any way, enters into a signed USOC on-location agreement before engaging in any filming or other recording.

L. **Other Proposed Uses of Marks or non-USOC Sponsors.** Any proposed use by CV of the Training Center Designation not covered by the provisions of this Section,

above, shall be subject to USOC's prior written approval, on a case by case basis, in USOC's sole discretion.

M. **CV Violations a Material Breach** CV's failure to strictly comply with its obligations under this Section 28, shall constitute a material breach hereunder which, unless cured as provided in Section 17.B, shall constitute a CV "**Event of Default**" under Section 18, entitling USOC to all remedies therein specified. At USOC's option any CV pattern of non-compliance may also be treated as a "dispute" between the parties subject to the dispute resolution provisions of Section 30.

N. **Consideration of Sponsorship Opportunities**. USOC agrees to (i) reasonably consider proposals by CV to bring in potential new sponsors for the CVTC, (ii) introduce CV to USOC's existing sponsors as and to the extent USOC deems such introduction appropriate in its sole and absolute discretion, and (iii) introduce CV to other parties for the purposes of facilitating business relationships between CV and such third parties in connection with the use of the Property, to the extent USOC deems such introduction is appropriate in its sole and absolute discretion.

O. **Additional Training Site Designations**. If USOC contemplates adding Olympic training site designated-facilities for other sports within San Diego County, USOC will provide CV with an opportunity to make a proposal to USOC conduct of such sports activities at the CVTC (it being expressly understood and agreed that the foregoing shall not apply with respect to any other facilities owned or operated by USOC that are not designated as an Olympic training site).

29. **Athlete Safety**. CV will at all times during the Term publish, broadly communicate and include in applicable agreements with third parties, including NGB's, the

minimum standards for athlete safety at U.S. Olympic and Paralympic Training Sites set forth in **Exhibit I** hereto, as USOC may update such Exhibit from time to time with prior written notice to the CV. The parties recognize that the standards set forth in **Exhibit I** are minimum standards. Each of USOC and CV shall be responsible for the compliance of their own employees, contractors and agents with the athlete safety standards. USOC shall also comply with any SafeSport requirements approved generally by the USOC for the US Olympic Training Center in Colorado Springs, Colorado.

30. **Non-Discrimination Policy.** CV will adopt and strictly enforce as to all its employees, contractors, agents, operators and vendors a non-discrimination policy which governs all facets of CVTC operation, which policy will include terms at least as stringent and comprehensive as those set out in **Exhibit J** attached hereto, incorporated and made a part hereof by reference. USOC shall be responsible for the adoption and application of such non-discrimination policy with respect to their respective employees, contractors and agents.

31. **Dispute Resolution.** The parties intend to provide the highest level of service to the athletes and others encompassed within the Minimum Usage Commitment and Elite Athlete Standards. In that spirit, every effort shall be made to avoid conflicts and disputes. If a conflict or dispute arises in relationship to CVTC operations, all efforts will be used to immediately resolve such conflict or dispute on an amicable basis. If the parties cannot immediately arrive at a resolution of such conflict or dispute, the following dispute resolution procedure shall be followed:

(i) USOC's designated program leader and the CV representative responsible for the venue in question shall meet and use all best efforts to resolve the issue in the best interest of the applicable program and athletes involved and all other applicable



considerations, and with the least amount of disruption possible to the applicable program. It is the mutual hope of the parties that the individuals involved at this stage will resolve most conflicts.

(ii) In the event that the dispute or conflict cannot be resolved by the process previously described, then such dispute or conflict shall be promptly submitted to a representative designated by USOC (the “**First USOC Resolution Representative**”) and a representative designated by CV (the “**CV Resolution Representative**”) for resolution. The foregoing shall be accomplished by the complaining party submitting, in writing, a brief and specific summary of the dispute, as well as the relief sought. It is not the intent of the parties that such document be technical in nature, but rather that such document be an aid in providing prompt, fair and impartial relief with the least degree of disruption possible to the program. The First USOC Resolution Representative and the CV Resolution Representative will use their best efforts to comply with the spirit of the dispute resolution process set forth in this Section 29 in providing the fairest possible resolution.

(iii) In the event that neither of the above-referenced steps results in the resolution of such dispute, a designated USOC individual (the “**Second USOC Resolution Representative**”) (different from the First USOC Resolution Representative) and the CV City Manager shall have such dispute or conflict promptly submitted to them by the First USOC Resolution Representative and the CV Resolution Representative with the written complaint and written reviews of the First USOC Resolution Representative’s and the CV Resolution Representative’s attempts to resolve, as well as their reasons for not being able to resolve, the issues. The Second USOC Resolution Representative and the President of the CV City Council shall (A) confer, by telephone if necessary, or in person if possible, and (B) resolve the issue. If

necessary, this final resolution process shall incorporate personal input by the complaining party and the appropriate responding official. The parties understand that some such disputes or conflicts may not be of an immediate nature relating only to one specific activity, but rather to an accumulation of conflicts or disputes or to a process or rule. In such event, the Second USOC Resolution Representative and the President of the CV City Council will use all best efforts to see that the issue is permanently and amicably resolved in the best interest of the athletes and the program(s) involved.

(iv) IN THE EVENT THAT THE STEPS SET FORTH IN SECTION 29(iii) DOES NOT RESULT IN THE RESOLUTION OF SUCH DISPUTE, USOC AND CV AGREE THAT SUCH DISPUTE SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE ARBITRATION PROCEDURES SET FORTH ON EXHIBIT G ATTACHED HERETO. BY EXECUTING THIS AGREEMENT, USOC AND CV ARE AGREEING TO HAVE ANY SUCH DISPUTE ARISING OUT OF THIS AGREEMENT THAT HAS NOT BEEN RESOLVED PURSUANT TO THE FOREGOING PROVISIONS OF THIS SECTION 29(i) THROUGH (iii) ABOVE DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND USOC AND CV ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY EXECUTING THIS AGREEMENT, USOC AND CV ARE GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL WITH RESPECT TO DISPUTES ARISING IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION SET FORTH ON EXHIBIT G ATTACHED HERETO. IF EITHER USOC OR CV REFUSES TO SUBMIT TO ARBITRATION AFTER

AGREEING TO SUCH PROVISIONS, SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. EACH OF USOC'S AND CV'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. EACH OF USOC AND CV ACKNOWLEDGES AND AGREES THAT SUCH PARTY HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF THIS AGREEMENT TO NEUTRAL ARBITRATION.

32. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service or reputable air express service utilizing receipts), and shall be deemed received upon the date of receipt thereof if received prior to 5:00 p.m. of the recipient's business day, and if not so received, shall be deemed received upon the following business day.

To USOC: Chief of Paralympic Sport and NGB Organizational  
Development, United States Olympic Committee  
One Olympic Plaza  
Colorado Springs, CO 80909

With a copy to: General Counsel  
United States Olympic Committee  
One Olympic Plaza  
Colorado Springs, CO 80909

With a copy to: Allen Matkins Leck Gamble Mallory & Natsis LLP  
515 S. Figueroa Street, 9<sup>th</sup> Floor  
Los Angeles, California 90071  
Attn: David B. Stone

To CV: City of Chula Vista  
276 Fourth Avenue  
Chula Vista, CA 91910  
Attn: Deputy City Manager

With a copy to: City Attorney  
276 Fourth Avenue  
Chula Vista, CA 91910

With a copy to: Thomas W. Turner, Jr., Esq.  
Procopio, Cory, Hargreaves & Savitch  
525 B Street, Suite 2200  
San Diego, CA 92101

Notice of change of address shall be given by written notice in the manner detailed in this Section 30.

33. **Waivers**. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

34. **Professional Fees**. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit and any appeals therefrom, and enforcement of any judgment in connection therewith, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

35. **Time of Essence**. Time is declared to be of the essence of this Agreement.

36. **Confidentiality**. The parties agree that all materials and information exchanged in connection herewith, will be subject to the terms of the August 13, 2014 Confidentiality Agreement between the parties (the "**Existing Confidentiality Agreement**"), as if such terms were recited herein.

37. **Authority**. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement by such party has been duly authorized by the requisite action on the part of such party and no other authorization or consent is required therefor.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

CITY OF CHULA VISTA,  
a chartered municipal corporation

By: \_\_\_\_\_  
Gary Halbert, City Manager

Approved as to form:

\_\_\_\_\_  
Glen R. Googins, City Attorney

UNITED STATES OLYMPIC COMMITTEE,  
a federally chartered non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

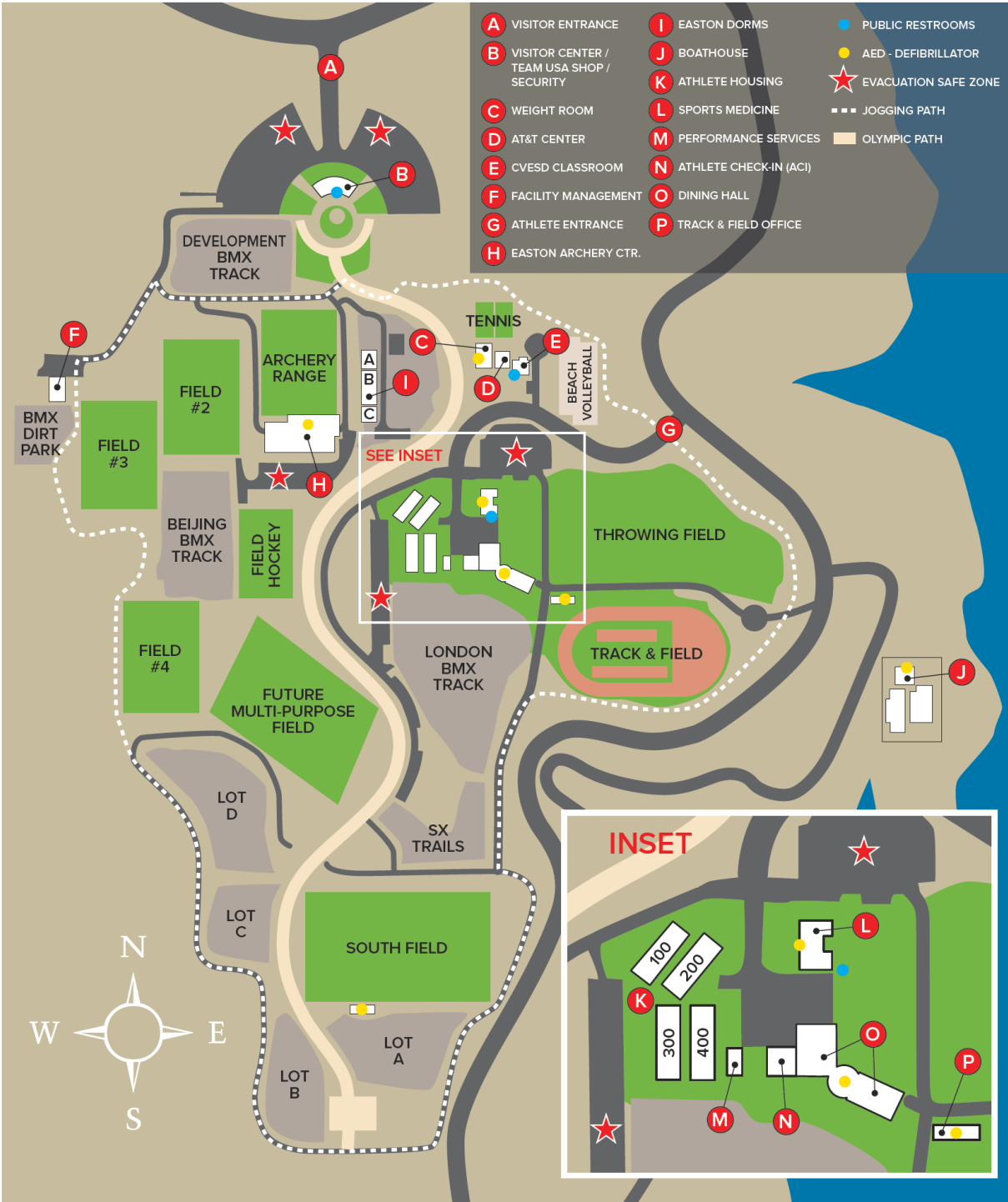
**EXHIBIT A-1**

**Legal Description of Property**

See attached.

# EXHIBIT A-2

## Site Plan





## **EXHIBIT B**

### **Description of Certain CVTC Facilities**

- Boathouse
- Lower Otay Lake access
- London supercross track
- Beijing supercross track
- Development BMX track
- Supercross trails
- BMX dirt park
- Track and field complex: 400 meter track, eight long-jump pits, and two pole vault runways
- Throwing field: eleven hammer and discus cages, four shot put rings, and two javelin runways
- Field hockey complex: turf field hockey pitch and video tower
- Beach volleyball courts: includes six beach volleyball courts and nets
- Tennis complex: two tennis courts and hitting wall
- Cycling criterium: .9 mile cycling asphalt loop
- AT&T Athlete Connections Center: athlete lounge area, includes televisions, gaming devices, furniture, and all other items including in facility
- Field #2, Field #3, Field #4: natural grass multi-purpose fields
- Future multi-purpose field: natural grass multi-purpose field
- South field: natural grass multi-purpose field
- Athlete check-in building
- Dining hall
- Visitor Center
- Weight Room
- Track and Field Office

## EXHIBIT C

The parties intend that the primary purpose for the CVTC is USOC-sanctioned athletic training and competitive programs intended to develop, train, and qualify United States athletes for participation in Olympic, Paralympic, Pan American Games, and Parapan American Games, whether such training and competitive programs are conducted under the auspices of the USOC, its recognized NGBs, PSOs, or other partners (collectively the “**USOC Training and Competition Needs**”). With that intention in mind, the parties agree that the following characteristics compose the minimum Elite Athlete Standards:

1. **Minimum Operating Hours.** CV will always provide USOC and its programs the first right of access and use of the CVTC for USOC Training and Competition Needs that are reserved in accordance with this Agreement. Subject to the terms and conditions of **Exhibits E and F**, CVTC must be available when requested by and reserved for USOC athletes and programs training at the CVTC, including through the process described in **Exhibit F** attached to the Agreement. At a minimum, for USOC athletes and programs, access to training areas and facilities must be available every day from 6:00 am to 10:00 pm local time, and access to the dining hall must be available from 7:00 am to 8:30 pm local time.

2. **Capital Improvements.** Except as set forth in Section 3.A of the Core Agreement, CV will be responsible for capital improvements, if any, made to the Property and the facilities, including as necessary to ensure that the Property and facilities are at all times configured to effectively serve USOC training and competition Needs. CV will consider in good faith any USOC training and competition needs-related improvements suggested by the USOC or a related party that would enhance the capacity of the CVTC to provide the highest quality facilities and services to elite Olympic and Paralympic athletes, but is not compelled to make them. CV will make best efforts to keep the USOC apprised of all planned or intended improvements in order to give all parties an opportunity to review them.

3. **Food Service.** CV agrees to operate the CVTC dining hall and food service in a manner that is at least equivalent to the USOC practices, policies and procedures in place at the time of execution of this Agreement, including the following:

3.1. Compliance with all applicable federal, state, and local food, allergen, and health safety codes.

3.2. Monthly meetings with USOC sport dietitians to approve and discuss menus and nutrition information.

3.3. Compliance with the USOC Performance-Based Menu and Guidelines, as they may be amended over time (“**Guidelines**”). A copy of the existing Guidelines is attached to the Agreement as **Exhibit D**.

3.4. Food labeling system, which includes nutrient analysis and nutritional facts for all menu items, and labeling for key food allergens (dairy, gluten, nuts, and eggs).

3.5. Nutrition education exhibits in the dining hall (e.g., table tents and other visuals), and nutrition education for the dining hall staff.

3.6. Systematic menu planning that includes a 4-6 week cycle menu that varies seasonally and allows for daily and weekly variety. This should be built upon the Guidelines.

3.7. Systematic review of the dining hall provisions, which includes resident athlete satisfaction surveys, user satisfaction surveys, and an annual review by the USOC sport dietitians of the food services provided based on the Guidelines.

CV will also consider in good faith all USOC recommendations for retention of key food services staff that best understand the athletes and CVTC food needs.

4. **Condition of Facilities and Property.** Throughout the Term of the Agreement, CV agrees to maintain the Property and Facilities in the physical condition that the Property and Facilities were in as of the Effective Date, reasonable wear and tear excepted, in accordance with high industry standards. Such standards shall include compliance with: (i) all applicable federal, state and local laws and regulations; (ii) all standards and regulations set by the International Sport Federations (IFs) that are recognized by the International Olympic Committee (IOC) for sport venues including, but not limited to, the soccer and rugby fields, athletic track, athletic throwing fields, beach volleyball courts, archery ranges, BMX cycling tracks, field hockey pitches, and tennis courts; (iii) all applicable codes including the International Fire Code (IFC) and International Building Codes (IBC) for fire-life-safety policies and procedures; (iv) all applicable laws and codes set by the federal, state, city, and local governments that relate to food safety, ADA compliance, health, general safety, building, machinery, equipment, mechanical and other structural and facility matters; and (v) USOC standards and practices modeled after the APPA: Leadership in Educational Facilities (APPA) and the International Facilities Management Association (IFMA) standards. The USOC Facilities Management Division may review, in person, the condition of the Property and Facilities one (1) or two (2) times per calendar year during the Term. If any areas or practices within the Property or Facilities are found not to meet the standards in this Section 4, those areas or practices must be promptly addressed by CV and corrected at CV's expense. USOC represents and warrants to CV that, as of the Effective Date, the CVTC complies with all standards set forth in this Section 4.

5. **Security.** CV shall provide security at the CVTC on terms substantially equivalent to or greater than the level of service and performance set out in the existing USOC-Securitas contract in place as of the Effective Date. In addition, CV shall employ at least one full-time security manager to oversee the CVTC Security program, security equipment, and security vendor staff on-site. USOC represents that the current security system includes the following:

5.1. **Security Stations.** At least three (3) CVTC security posts filled on a 24/7/365 basis. The positions may be filled through the security vendor contract. The three (3) security posts include:

(a) ECP (Entry Control Point) – Stationed at the ECP (building G in **Exhibit A**), responsible for monitoring traffic, cameras, and alarm monitor;

(b) Mobile Patrol – Responsible for routinely roaming the property and facilities, first responder to incidents, and lockouts; and

(c) Visitor Center Kiosk – Stationed at the Visitor Center entrance (identified as “Building B” on the site plan attached to the Agreement as **Exhibit A-2**), responsible for monitoring the public access point and the building and parking lot security.

5.2. **Security Equipment.** CV agrees to maintain and monitor the activities procured through the following equipment:

(a) **Compatible access control system** - providing access control, system control and monitors who enters and exits an area; the system observes and annunciates any unauthorized use. The system provides enhanced access control so that system users can be easily identified, entry is allowed only at given times and a record of system activity is kept in an historical journal;

(b) **Surveillance Cameras** - 23 dome and fixed cameras throughout the site are monitored and controlled from ECP and Command center; and

(c) **D6600 system** Fire and Water flow alarms.

The USOC Security Division may review, in person, the security of the Property one (1) or two (2) times per calendar year during the Term. If any practices are found not to meet the minimum standards set out in this **Section 5**, those practices must be promptly addressed by CV and corrected at CV’s expense.

6. **Information Technology.** CV shall maintain, with at least the level of performance and availability in place as of the Effective Date, information technology infrastructure and systems throughout the Facilities, including without limitation:

6.1. Internet, Wi-Fi connection, phone services and TV services in the athlete dorms identified as “Buildings 100, 200, 300, and 400” on the site plan attached to the Agreement as **Exhibit A-2**;

6.2. Dedicated and secure internet network connection at the sports medicine clinic for the transmission of medical files and other confidential files that fall under HIPAA regulations; and

6.3. Internet capabilities for the USOC staff that will office and work in the Sport Performance Facilities and the other Facilities at CVTC.

6.4. USOC shall reimburse CV for the reasonable, competitively priced costs actually incurred and paid for by CV in connection with the performance and provision of the services described in Sections 6.2 and 6.3 above. All services must be performed and provided at a cost that is reasonable and competitively priced, and a condition to USOC’s obligation to so reimburse CV for any costs under this Section 6.4 shall be USOC’s receipt of invoices, paid receipts or such other evidence of such costs as USOC may reasonably require demonstrating the cost of such services as a prorated portion of a larger contract. The costs for which USOC is required to reimburse CV under this Section 6.4 shall be credited against, and deducted from, the Minimum Usage Commitment, and USOC shall have no obligation to make any out-of-pocket

reimbursements to CV under this Section 6.4 unless and until the Minimum Usage Commitment for the year in question is exhausted.

## **EXHIBIT D**

### **USOC PERFORMANCE BASED MENU AND GUIDELINES**

The following are the menu requirements and nutrient guidelines for performance-based menus, and the USOC represents and warrants to CV that as of the Effective Date of this Agreement, these requirements and guidelines are currently complied with at the CVTC.

#### **Menu Requirements**

CV agrees to use its best effort to ensure that the items listed below “Breakfast” and “Lunch/Dinner” are available and offered to USOC requested programs and users daily from 7:00 am to 8:00 pm:

#### **BREAKFAST**

Hot breakfast items should be available daily from 7:00 am to 10:30 am.

- Breads & Condiments
  - Sliced, white option
  - Sliced, whole-grain/whole-meal option (> 2 grams of fiber per slice).
  - English muffin options
  - Bagel options
  - Specialty tea breads and muffins
  - Gluten-free/friendly (upon request)
- Eggs/Omelets
  - Whole, whites, egg substitute (whole, scrambled, hard-boiled, omelet)
  - Cheese (regular, low fat)
  - Meat option (< 30% total fat, < 10% saturated fat)
  - Vegetables (peppers, tomato, onions, mushrooms, spinach)
- Dry cereals
  - 4-6 options
    - high-fiber options (>4g fiber per serving)
    - gluten-free/friendly
    - granola / muesli
    - low-fiber option (<1g fiber per serving)
- Hot cereals
  - Oatmeal, grits, gluten-free and/or cream of wheat
- Fruit fresh, and ideally seasonal
  - Berries, grapes, kiwi, and/or melon
  - Grab and Go whole fruits i.e. apples, bananas, oranges and seasonal items
- Condiments
  - brown sugar, cinnamon, honey, dried fruit, nuts, maple syrup
  - butter, margarine, low-fat cream cheese, peanut butter, 100% fruit jam
- Milk
  - Skim or/and 1% milk
  - 2% or/and whole milk
  - 1-2% chocolate milk

- Soy milk
- Almond milk or/and rice milk (upon request)
- Yogurts (< 5g of fat per serve)
  - Plain or vanilla
  - Fruit option
  - Parfait (fruit, muesli and yogurt)

## **LUNCH & DINNER**

Hot lunch options should be available from 11:00 am to 2:00 pm. Hot dinner options should be available from 5:30 pm to 8:00 pm.

- Salad Bar:
  - A variety of leafy greens such as lettuce, kale and spinach
  - Specialty salad/s
  - Fresh, seasonal and colorful vegetables (i.e. red, green, yellow)
  - Fresh, seasonal fruits
  - Dried fruit (raisins, cranberries, apricots)
  - Salad dressing options
    - 2 regular, full fat options
    - 1 lower fat option (< 30% total fat, < 10% saturated fat)
    - 1 fat-free option
    - Olive oil, variety of vinegars, lemon juice, soy sauce
  - Nut and/or seed varieties (sunflower seeds, almonds, walnuts, crushed flax seeds, etc.)
- Soup:
  - 1-2 soup options: 1 heartier and 1 low sodium (less than 250 milligrams of sodium per serving) provided 3 times per week.
- Sandwich Bar
  - A variety of sliced bread (1 whole grain, 1 white choice)
  - Sliced lean meat options
    - “lean options” (< 10g total fat, < 4.5 g saturated fat, <95 mg cholesterol per 100g serving)
  - 2 or more sliced cheese options
  - 1 protein-salad options (egg salad, tuna salad, crab salad, chicken salad,
  - 1 vegetarian protein option (hummus, 1% cottage cheese, nut butters, tofu)
  - Condiments (mayonnaise, mustard, ketchup, jam, honey, guacamole)
  - Sliced vegetables (tomato, red onions, cucumbers, sun-dried tomatoes, pickles, lettuce)
- Recovery Bar (30+gram of carbohydrates, 20-25g protein and <5-8g fat per serve)
  - Fruit / vegetable smoothie
  - Chocolate soy milk or non-dairy smoothie option
  - 1-2 dried or fresh anti-oxidant fruit options (fresh/dried berries, citrus fruit)
  - Homemade recovery bars, muffins, breads
  - Potential sponsored recovery bar (upon request)
  - Yogurt parfait
  - Trail mix

- Hot Line
  - 3 protein options (< 30% fat, < 10% saturated fat, grilled, seared and baked)
    - 1 red-meat option (beef or game meat)
    - 1 white-meat and/or fish option
    - 1 meatless option (vegetarian)
  - Carbohydrate options (half provided as whole grains)
    - Pasta option (gluten-friendly available upon request)
    - Gluten-friendly option
    - Other
  - Vegetable options (colorful)
    - 1 red, orange, yellow and green option
- Grill Station (to order)
  - Burgers – beef, turkey, vegetables, gluten free
  - Chicken breast
  - Roasted vegetables
  - French fries and sweet potato (baked)
  - Grilled sandwiches
  - Specialty Dinner Item
- Action / Fusion Station (Lunch)
  - Specialty, international food station
- Dessert
  - 1 full-fat desert option
  - 1 seasonal mixed fruit option available seasonally
  - 1 low-fat frozen option (ice cream, yogurt, or sorbet) with topping choices
  - Yogurt
  - Variety of cookies, muffins, bars, puddings, Jell-O or pies.
- Beverages
  - Water
  - Skim milk and/or 1% milk
  - 2% and/or whole milk
  - 1-2% chocolate milk
  - Flavored lactose alternative milk (chocolate or vanilla)
  - Sports Beverage (7-5% carbohydrate and electrolyte)
  - 100% fruit juices/ mixtures
  - Coffee (no other ingredients added)
  - Tea
  - Carbonated beverages (2 regular/2 diet sponsor product)

### **Nutrient Guidelines**

- *Ensure foods provided are in nutrient-dense forms.*  
Nutrient-dense foods provide vitamins, minerals, and other nutrients that have positive health effects with relatively few calories. Nutrient-dense foods retain naturally occurring components such as fiber and minimize or exclude added salt, sugars, solid fats and refined grains.
- *Include low fat items in the menu by providing foods naturally low in fat and using oils and solid fats in reduced amounts during food preparation.*



Athletes aged 19 years and older should consume 20-30% of their daily diet in fats. Certain weight class and aesthetic sports require a diet containing 30-50g of fat per day. This can be provided via fat-free or low fat (1%, 2%, part skim) dairy products, salad dressings, sauces and lean meats (<30% fat, <10% saturated fats).

- *Increase monounsaturated and polyunsaturated fats and decrease saturated fats to 10% of calories and trans-fats to as low as possible.*

Fats are categorized as being saturated, monounsaturated or polyunsaturated. Trans- fats are unsaturated fats that are naturally found in some foods but are generally formed during food processing; they are not essential to the diet. Most fats with a high percentage of saturated or trans-fats are solid at room temperature. Unsaturated fats are usually liquid at room temperature. Oils that are rich in monounsaturated fats include canola, olive, and safflower oils. Polyunsaturated fats include soy bean, corn and grape seed.

- *Provide a menu that caters for sodium intake less than 2,300mg per day by purchasing low-sodium products, preparing meals low in sodium and utilizing fresh foods.*

Sodium is found in a wide variety of foods. Most sodium comes from salt added during food processing to help retain moisture, enhance flavor, cure meats and mask off-flavors. Athletes who are heavy sodium sweaters, are un-acclimatized to high temperatures or are extremely physically active in the heat can obtain their higher requirements of sodium through adding salt to their meals.

- *Provide at least half of all grains as whole grains.*

Whole grains provide a source of nutrients such as iron, magnesium, B-vitamins and dietary fiber. The refining of whole grains involves a process that results in the loss of these vitamins, minerals, and fiber. They can also be high in solid fats and added sugars. Enriched refined grain products can however have a positive effect on providing additional vitamin and minerals such as calcium and vitamin D.

- *Provide a variety of colorful, fresh and seasonal vegetables and fruits.*

Adults should consume at least 5 serves of vegetables (1 serve = 1 cup raw, ½ cup cooked) and 2 fruits (1 serve = 1 cup, 1 medium size or 2 small fruits). These food items are rich in folate, vitamin A, C and K, potassium, magnesium and fiber.

- *Provide a balanced variety of protein foods that are lower in saturated fats.*

Protein foods include seafood (fish and shellfish), meat, poultry, eggs, legumes, soy products, nuts and seeds. The fats in meat, poultry and eggs are considered solid fats while the fats in seafood, nuts and seeds are considered oils. Seafood contributes a range of nutrients, notably the omega-3 fatty acids, eicosapentaenoic acid (EPA) and docosahexaenoic acid (DHA). Eight ounces of a variety of fish sources is recommended per week per person. Where possible serve wild fish; and raw or roasted but salt-free nuts and seeds. Reduce meat and poultry raised with rBGH and antibiotics and where possible provide free-range, local, and organic products; and provide a variety of legumes (beans, lentils and peas), with organic soy products.

- *Additional athlete requirements include iron rich foods, calcium products rich in probiotics, food sources rich in Vitamin D and sports products to aid performance.*

The provision of iron rich products (heme iron), a variety of calcium rich foods including those naturally rich in probiotics; natural sources or fortified products with vitamin D and sport products that delay on the onset of fatigue during training such as sport drink and aid the recovery process such as low fat chocolate milk, smoothies and a recovery bar are all required to help optimize the athletes performance.

- *Cater for Athletes with Food Allergies and Intolerances.* Ensure each main meal includes food items that are gluten friendly; ensure all food labels have the 4-8 main types of allergies identified; and ensure lactose alternative milk products are available all day for athletes.

**EXHIBIT E**  
**OPERATIONS PLAN**

The following Operations Plan applies to the 60 bed reservations and any additional USOC usage of the Facilities and beds above the 60 bed reservations referenced in **Exhibit F**.

**1. Definition of Full Access**

- a. A user that has full access is equivalent to an On-Complex User referenced in **Exhibit F**.
- b. The 60 beds identified in **Exhibit F** under **Annual Guaranteed User Days** shall be considered full access users.
- c. Any additional USOC On-Complex User reservations that are included in the Minimum Usage Commitment or are above the Minimum Usage Commitment will receive full access.

**2. Access to Weight Room**

- a. USOC will include access to the Weight Room in the reservation requests.
- b. Weight Room access will be granted based on the User Types in the reservation and the Rates set forth in **Exhibit F**.

**3. Access to Track and Field Office**

- a. Priority access to Track and Field Office access will be determined by the USOC and provided to designated National Governing Bodies (NGBs) and their constituents.
- b. The USOC will provide to CV a list of the USOC designated NGBs on an annual basis, and the USOC will notify CV if the list changes at any time throughout the year or the term of the Agreement.
- c. Non-USOC designated individuals may access the Track and Field Office, provided that it is not reserved or fully occupied by the USOC designated NGBs.

**4. Access to High Altitude Dorm Rooms**

- a. If the high altitude dorm rooms are not reserved by the USOC, CV may reallocate these rooms to third party users. As stated under Section 3B of the Agreement, CV will be responsible, at its sole cost and expense, for any damage caused as a result of any such third party usage of the High Altitude Dorm Rooms (and/or any of the altitude settings and controls).

**5. Elite.** The USOC will determine which Individuals are elite athletes for its purposes. An elite athlete is one that the USOC is willing to fund through its Minimum Usage Commitment or fund above the Minimum Usage Commitment. The elite athletes identified by the USOC will align with the USOC High Performance Planning/Resource Allocation Process.

**6. Reservation Process.** As to all Facilities, CV will provide the USOC with first priority in reserving the Facilities hereunder for its Minimum Usage Commitment. With respect to all usage above the Minimum Usage Commitment, USOC and CV shall have concurrent rights to booking.

- a. The rates for all USOC usage, whether included in the Minimum Usage Commitment or above and beyond the Minimum Usage Commitment will be consistent with the User Types and Rates set forth under **Exhibit F**.
  - b. Requests for all USOC usage during the first and second quarter of 2017 shall be submitted by USOC to CV by June 1, 2016, and by September 16, 2016 for usage during the third and fourth quarters of 2017. Following 2016, requests for all USOC usage during the first and second quarter of each year shall be submitted by USOC to CV by June 1 of the immediately preceding year, and by August 1 for usage during the third and fourth quarters of each year. USOC will designate which resources are allocated to which programs when requests are submitted. The reservations will include the start and end dates of the program, program name, total number of Individuals, Individual user types, number of meals, venues, weight room needs, meeting rooms and other resources requested. For bookings applicable to time periods after 2017, the parties will meet and confer to determine appropriate earlier submission dates for usage by USOC.
  - c. CV will confirm all USOC reservations with the designated USOC within thirty (30) days after the date of the request therefore. By confirming the reservation, the USOC agrees to fund the reservation, and CV guarantees that the program will have the necessary facilities reserved for the specified number of users and on the specified dates.
  - d. CV is responsible for tracking the USOC's actual program usage against the Minimum Usage Commitment. CV will provide to USOC a monthly report of actual usage based on the month and year-to-date programing.
  - e. Prior to confirming the reservation CV will notify USOC of any reservation or usage that will be above and beyond the Minimum Usage Commitment. CV will invoice the USOC for such programs that go above the Minimum Usage Commitment following the conclusion of the program. Each invoice shall include the number of users, type of user, number of days for each user, facilities used, number of meals, and any other relevant documentation to support the invoiced amount. USOC shall make payment within thirty (30) days after the date of such invoice.
7. **Program Changes and Cancellations.** As to each Facilities reservation hereunder, USOC may cancel the reservation and/or change the number of Individuals in the reservation or the duration of the reservation at any time up to 30 days prior to the first day of the subject reservation. If a reservation is cancelled at least 90 days prior to the scheduled start date, the value of the reserved inventory will be fully credited back to the USOC for use during the same year. If a reservation is cancelled between 30 and 90 days prior to the scheduled start date, one-half of the value of the reserved inventory will be credited back to the USOC for use during the same year. If a reservation is cancelled less than 30 days prior to the scheduled start date, the USOC shall receive no credit therefor. Credits obtained by the USOC pursuant to such cancellations, to the extent not used during the same calendar year, shall no longer apply.
8. **Reallocation by CV of Unused Facilities.** Subject to the provisions of Section 6 of this Operations Plan, After the USOC's usage and reservation needs have been fulfilled in accordance with the above requirements, CV has the right to book the unused Facilities to third party users.

## EXHIBIT F

### MINIMUM USAGE COMMITMENT – RATES AND NATURE OF INVENTORY

1. **General.** USOC's Minimum Annual Payment will include CVTC programming for the USOC Training and Competition Needs. Programming includes, but is not limited to, resident and short-term programs, camps, events, facility-use programs, coaching programs, dining hall access, and training specials. For USOC-requested users and programs, CV agrees that the Property and Facilities, including without limitation the sport and training venues, will be made available and accessible at the rates mentioned below and at appropriate times, including at least the availability normally accorded them by USOC at the time of execution of this Agreement. Any sharing of USOC-reserved Facilities (e.g., soccer fields, athletic track, throwing fields, etc.) with a non-USOC program or user must be agreed upon by the USOC before being permitted by CV.

2. **User Types and Rates.** The rates and user types below will apply to all USOC-requested CVTC programming, and shall include the Annual Guaranteed User Days, as defined and set forth in Section 3 below. For the purposes of this **Exhibit F**, an "Individual" is an athlete, coach, or other program participant, and a "Day" is a twenty-four hour unit of time that begins and ends at 12:00 am.

- A. On-Complex User - \$90 per Day per Individual
  - a. This includes housing (bed, restroom and shared living space) in the CVTC dorms, unlimited access and meals in the dining room, access to designated training facilities/venues, and access to the Weight Room facilities. Dorm rooms can only be shared by athletes of the same gender, excluding coaches. Coaches and athletes may not be placed in the same room.
- B. Off-Complex with Meals User - \$45 per Day per Individual
  - a. This includes unlimited access and meals in the dining room, access to training facilities/venues, and access to the Weight Room facilities.
- C. Facility Use Only User - \$15 per Day per Individual
  - a. Includes access to a specified training facility or venue and access to Weight Room facilities.
- D. Meals - \$10 per meal per Individual
  - a. This includes any meal not included in 2A or 2B above.

To the extent that actual costs to CV materially exceed the rates set forth herein, the parties agree to meet and confer to address the possibility of an equitable adjustment of such rates.

With respect to all usage above the Minimum Usage Commitment, USOC and CV shall have concurrent rights to booking.

3. **Annual Guaranteed User Days.** CV will provide at least the following inventory to the USOC in exchange for all or a portion of the Minimum Annual Payment (collectively, the "**Annual Guaranteed User Days**"):

- A. 60 beds for 365 Days, i.e., the equivalent of 21,900 On-Complex User Days.

- B. The remainder of the Minimum Annual Payment may consist of a variation of the Individual user Days and types at the rates described above, as notified to CV by the USOC in its discretion; provided, however, that CV shall have priority access to book the remaining On-Complex User Days above 60, provided that to the extent CV does not exercise such priority, said On-Complex User Days will be available to the USOC at the \$90 per Day rate until the Minimum Annual Payment has been fulfilled. After the Minimum Annual Payment has been fulfilled by USOC through CVTC programming, the rates for said On-Complex User Days will be available to USOC at a preferred rate to be negotiated by the parties.

**4. Sport Performance Services.** Services provided by USOC using the Sport Performance Facilities, including but not limited to medical coverage, clinic access, and access to sports psychologists, dietitians, and physiologists, will be for USOC Training and Competition Needs programs only. Access to these services and the Sport Performance Facilities will be only for USOC Training and Competition Needs programs. USOC may grant exceptions to this restriction via written notice, at its sole discretion pursuant to Section 3A of the Agreement.

**EXHIBIT G**

**ARBITRATION OF DISPUTES**

ANY DISPUTE OR CONTROVERSY THAT RELATES TO THE AGREEMENT (REFERRED TO IN THIS **EXHIBIT G** AS THE “**AGREEMENT**”) THAT HAS NOT BEEN OTHERWISE RESOLVED PURSUANT TO SECTIONS 29(i) THROUGH (iv) OF THE AGREEMENT SHALL BE SUBMITTED TO AND SETTLED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION OR ITS SUCCESSOR (THE “**SERVICE**”) IN ACCORDANCE WITH THE USUAL RULES, REGULATIONS AND PROCEDURES OF THE SERVICE APPLICABLE TO ANY COMMERCIAL DISPUTE OR CONTROVERSY, SUBJECT TO THE FOLLOWING PROVISIONS:

(A) THE PARTY SEEKING ARBITRATION SHALL DELIVER A WRITTEN NOTICE OF DEMAND TO RESOLVE DISPUTE (THE “**DEMAND**”) TO THE OTHER PARTY TO SUCH DISPUTE AND TO THE SERVICE. THE DEMAND SHALL INCLUDE A BRIEF STATEMENT OF THE CONTROVERSY OR DISPUTE AND THE NAME OF THE SINGLE PROPOSED RETIRED JUDGE OR ATTORNEY FROM THE SERVICE TO DECIDE THE DISPUTE (“**ARBITRATOR**”). WITHIN TEN (10) DAYS AFTER THE EFFECTIVE DATE OF THE DEMAND, THE OTHER PARTY AGAINST WHOM A DEMAND IS MADE SHALL DELIVER A WRITTEN RESPONSE TO THE DEMANDING PARTY AND THE SERVICE. SUCH RESPONSE SHALL INCLUDE A BRIEF STATEMENT OF THE CONTROVERSY OR DISPUTE, AND SHALL ALSO STATE WHETHER SUCH PARTY AGREES TO THE ARBITRATOR CHOSEN BY THE DEMANDING PARTY. IN THE EVENT THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN THE SERVICE SHALL SELECT AND NAME A SINGLE ARBITRATOR TO CONDUCT THE HEARING.

(B) THE LOCALE OF THE ARBITRATION SHALL BE IN SAN DIEGO COUNTY, CALIFORNIA, UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING.

(C) IN THE EVENT THE SERVICE IS NO LONGER IN BUSINESS AND THERE IS NO COMPARABLE SUCCESSOR, THEN THE PARTIES SHALL AGREE UPON ANOTHER ARBITRATOR. IF THE PARTIES CANNOT AGREE UPON ANOTHER ARBITRATOR, THEN A SINGLE NEUTRAL ARBITRATOR SHALL BE APPOINTED PURSUANT TO SECTION 1281.6 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE.

(D) THERE SHALL BE NO RIGHT TO DISCOVERY EXCEPT BY STIPULATION OF THE PARTIES OR PURSUANT TO THE DISCRETION OF THE SERVICE BUT IN NO EVENT SHALL SUCH DISCOVERY EXCEED ONE EXCHANGE OF DOCUMENT REQUESTS AND TWO DEPOSITIONS.

(E) THE ARBITRATOR’S POWERS SHALL BE LIMITED AS FOLLOWS: (i) THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA, NOT INCLUDING RULES OF EVIDENCE, AND THE ARBITRATOR’S DECISION SHALL BE SUBJECT TO REVIEW THEREON AS WOULD THE DECISION OF

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA SITTING WITHOUT A JURY, (ii) THE ARBITRATOR SHALL NOT CONSIDER ANYTHING OUTSIDE THE RECORD UNLESS NOTICE IS GIVEN TO ALL PARTIES WITH THE OPPORTUNITY TO RESPOND TO SUCH MATTERS, (iii) THE ARBITRATOR SHALL HAVE NO POWER TO MODIFY ANY OF THE PROVISIONS OF THE AGREEMENT AND THE ARBITRATOR'S JURISDICTION IS LIMITED ACCORDINGLY, (iv) THE ARBITRATOR SHALL PREPARE AND SERVE A WRITTEN DECISION WHICH DETERMINES THE DISPUTE, CONTROVERSY, OR CLAIM AND WHICH DESIGNATES THE PARTY AGAINST WHOSE POSITION THE DECISION IS RENDERED, AND (v) JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

(F) THE COSTS OF THE RESOLUTION SHALL BE DIVIDED EQUALLY BETWEEN ALL OF THE PARTIES TO SUCH ARBITRATION PROCEEDING, PROVIDED, HOWEVER, THAT SUCH COSTS, ALONG WITH ALL OTHER COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND/OR EXPERT WITNESS FEES, SHALL BE SUBJECT TO AWARD, IN FULL OR IN PART, BY THE ARBITRATOR, IN THE ARBITRATOR'S DISCRETION, TO THE PREVAILING PARTY. UNLESS THE ARBITRATOR SO AWARDS ATTORNEYS' FEES, EACH PARTY SHALL BE RESPONSIBLE FOR SUCH PARTY'S OWN ATTORNEYS' FEES.

(G) TO THE EXTENT POSSIBLE, THE ARBITRATION HEARING SHALL BE CONDUCTED ON CONSECUTIVE DAYS, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS, UNTIL THE COMPLETION OF THE PROCEEDING.

(H) IN CONNECTION WITH ANY ARBITRATION PROCEEDINGS COMMENCED HEREUNDER, THE ARBITRATOR AND/OR ANY PARTY SHALL HAVE THE RIGHT TO JOIN ANY THIRD PARTIES IN SUCH PROCEEDINGS IN ORDER TO RESOLVE ANY OTHER DISPUTES, THE FACTS OF WHICH ARE RELATED TO THE MATTERS SUBMITTED FOR ARBITRATION HEREUNDER.

\_\_\_\_\_  
INITIALS OF USOC

\_\_\_\_\_  
INITIALS OF CV



**EXHIBIT H**

**Training Site Designation**



**U.S. OLYMPIC  
AND PARALYMPIC  
TRAINING SITE**

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**EXHIBIT H**

Training Site  
Designation

## EXHIBIT I

### Minimum Standards for Athlete Safety at U.S. Olympic and Paralympic Training Sites

The United States Olympic Committee requires that the Local Operator for each U.S. Olympic and Paralympic Training Site adopt an athlete safety program that includes, at a minimum, the following components:

#### **1. Prohibited Conduct**

A policy which prohibits and defines the following misconduct:

- ✓ Bullying
- ✓ Hazing
- ✓ Harassment (including sexual harassment)
- ✓ Emotional Misconduct
- ✓ Physical Misconduct
- ✓ Sexual Misconduct (including child sexual abuse)

The policy shall apply to (1) Training Site employees; and (2) individuals the Training Site formally authorizes, approves or appoints (a) to a position of authority over, or (b) to have frequent contact with, athletes.

Comment(s):

(a) Prohibited misconduct shall include, without limitation:

Romantic or sexual relationships, which began during the sport relationship, between athletes or other participants and those individuals (i) with direct supervisory or evaluative control, or (ii) are in a position of power and trust over the athlete or other participant. Except in circumstances where no imbalance of power exists, coaches have this direct supervisory or evaluative control and are in a position of power and trust over those athletes or participants they coach.

The prohibition on romantic or sexual relationships does not include those relationships where it can be demonstrated that there is no imbalance of power. For example, this prohibition does not apply to a pre-existing relationship between two spouses or life partners. For factors that may be relevant to determining whether an imbalance of power exists, consult the USOC's Athlete Protection Policy.

(b) Local Operators are not required to prohibit misconduct as specifically categorized above. For example, a Local Operator may prohibit sexual harassment as "harassment," "sexual harassment," or under some other category or definition.

We recommend that Local Operators define each particular type of misconduct in their athlete safety policies, however, Local Operators are free to use the definitions set forth in the USOC's

Athlete Protection Policy, found in the USOC's SafeSport Policies at <http://www.teamusa.org/About-the-USOC/Organization/Legal/Governance-Documents.aspx>.

## **2. Criminal Background Checks**

Each Training Site shall require criminal background checks for those individuals it formally authorizes, approves or appoints (a) to a position of authority over, or (b) to have frequent contact with, athletes. For purposes of clarification, a Training Site is considered to formally authorize, approve or appoint an individual in instances where the Training Site has control over the appointment process.

## **3. Education & Training**

Beginning January 1, 2015 each Training Site shall require education and training concerning the key elements of their safety program for those individuals it formally authorizes, approves or appoints (a) to a position of authority over, or (b) to have frequent contact with, athletes. Before January 1, 2015 each Training Site shall offer and encourage the same.

## **4. Reporting**

Each Training Site shall establish a procedure for reporting misconduct.

## **5. Enforcement**

- a. Each Training Site shall have a grievance process, which is materially free of bias and conflicts of interest, to address allegations of misconduct following the report or complaint of misconduct which has not been adjudicated under a criminal background check.
- b. In cases where the Ted Stevens Act applies, each Training Site shall comply with the Act's requirements.
- c. The grievance process, whether by policy or operation of law, shall include the opportunity for review by a disinterested individual or body.

## **6. Other**

- a. These minimum standards may be amended from time to time by the USOC.
- b. In implementing an athlete safety program, Training Sites shall be guided by the principle that supporting the health and safety of its athletes is a key element of its managerial capabilities.
- c. Failure to meet the minimum standards as set forth in this policy may result in disciplinary action by the USOC including, without limitation, the termination of the Training Site Designation.

- d. Exceptions to these minimum standards based on the organizational structure of the Training Site may be granted by the USOC on a case-by-case basis where appropriate, provided that such exceptions do not materially endanger athletes.

## **EXHIBIT J**

“The enjoyment of the rights and freedoms set forth in the Olympic Charter shall be secured without discrimination of any kind, such as race, color, sex, sexual orientation, language, religion, political or other opinion, national or social origin, property, birth or other status.”  
*Olympic Charter, Fundamental Principles of Olympism 6.*

CV is dedicated to the principles of equal employment opportunity in any and all terms, conditions or privileges of employment including hiring, promotions, termination, training and compensation. This includes the CVTC.

CV does not discriminate against applicants or employees on the basis of age, race, sex, color, religion, national origin, disability, veteran status, sexual orientation, gender identity or expression, genetic information; or any other status protected by federal, state or local law, and expects that this will continue once ownership is transferred. These protections apply equally at the CVTC as to all applicants, employees, athletes, and other guests.

CV strongly opposes harassment in the workplace, whether sexual or on any other basis. Harassment of employees, applicants, or third parties (including athletes) by other employees or third parties is prohibited. Additionally, employees are strictly prohibited from harassing athletes residing or training at CV-provided or sponsored premises. These protections apply at the CVTC.

CV will promptly, discreetly, and thoroughly investigate reports of discrimination or harassment, as appropriate under the circumstances. CV will share CVTC-related investigation information as appropriate with the USOC and other affected sport organizations utilizing the CVTC in a timely and collaborative manner.

CV also takes appropriate action related to any nonemployee, such as a visitor, contractor or customer, who subjects an employee or athlete to discrimination in the workplace.

CV does not tolerate retaliation against anyone who complains of discrimination or harassment, who assists in an investigation of a complaint of discrimination, or who provides information in connection with any such complaint. Retaliatory action or behaviors may subject the offending employee to disciplinary actions, up to and including termination of employment.

**[PLEASE EXPLAIN ELIMINATION OF USOC FROM THESE PROVISIONS.]**