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## 2018 WOMEN'S \$25,000 TOURNAMENT AGREEMENT

*DAYTONA BEACH, FL*

*JANUARY 7-14, 2018*

This AGREEMENT is made as of the \_\_\_ day of \_\_\_\_\_, 2017, by and between United States Tennis Association Incorporated, a New York not-for-profit corporation located at 70 West Red Oak Lane, White Plains, NY 10604 ("USTA") and The City of Daytona Beach, ("Promoter").

**WHEREAS**, USTA has organized a national circuit of tennis tournaments in the United States known as the USTA Pro Circuit (the "Circuit"); and

**WHEREAS**, Promoter desires to develop, promote and stage a Women's \$25,000 Circuit tournament (the "Tournament") at the Tournament Facility (as defined in the Information Summary attached hereto) in accordance with the provisions hereinafter set forth.

**NOW, THEREFORE**, USTA and Promoter agree as follows:

1. **TERM**. Promoter agrees to develop, promote and stage the Tournament during the week of **January 8, 2018**, commencing with Qualifying sign-in and continuing through the final match. This Agreement does not confer any rights on Promoter to stage this or any other Circuit tournament in subsequent years.

2. **NAMES**. Promoter agrees that all references to the Tournament, including in all media and collateral materials created by Promoter, shall specify that the Tournament is a "USTA Pro Circuit Event".

3. **TOURNAMENT FACILITY**. Promoter agrees to provide, or cause to be provided, at the Tournament Facility, no less than the following:

(a) A minimum of eight (8) championship tennis courts for Tournament play and practice, repaired and maintained in a condition appropriate for a first-class tennis tournament. An additional two (2) practice courts must be made available from at least one (1) day prior to the start of Qualifying until the conclusion of the Tournament. The practice courts must be of the same surface, speed, and condition as the championship tennis courts referenced in this Section;

(b) Seating for two hundred (200) spectators at the stadium or best available court;

(c) Adequately appointed bathroom, shower and locker facilities which provide privacy and security to the players, and limited access to the press and public;

(d) Sufficient security to prevent unauthorized entry and to protect players and their personal belongings (such security may include, but is not limited to, the presence of attendants and/or security personnel in certain areas throughout the Tournament Facility at all times during the Tournament);

(e) A private, climate controlled, single-sex room (or other fully-enclosed physical structure [which structure shall not be a tent unless otherwise approved by the USTA]) for the treatment of players in close proximity to the tennis courts and within radio frequency range for the USTA-provided Physiotherapist/Athletic Trainer, equipped with a 6 foot-long padded, massage treatment table, running water, laundered sheets, clean bath towels, dispensed soap (or the equivalent) and paper towels, bottled water (in individual, sealed containers), ice and a reasonably sized locked area for Physiotherapist/Athletic Trainer supplies accessible only by USTA personnel (if a locked area cannot reasonably be furnished in the training room, then a locked area near the training room may be furnished) provided on a daily basis beginning with the day before the first day of Qualifying;

(f) An automated external defibrillator ("AED") to be located in the player treatment room or in closer proximity to the tennis courts;

(g) A private, climate controlled, reasonably sized, furnished players' lounge;

(h) A private, climate controlled, reasonably sized furnished lounge for the officials separate from the players' lounge;

(i) A USTA Supervisor's office with internet access, long distance telephone access, fax machine and copy machine in close proximity;

(j) A centrally located Tournament Operations desk;

(k) Fire, safety and first aid facilities and equipment sufficient to meet applicable codes, regulations and laws; and

(l) Six (6) Six foot (6') (measured from the ground to the bottom of the seat) umpires chairs, singles sticks, chairs for linesman and other reasonable equipment associated with running a tournament.

#### 4. TOURNAMENT SUPERVISION, PERSONNEL AND SERVICES.

(a) Promoter agrees to personally and directly supervise the conduct of the Tournament unless otherwise permitted in writing by the USTA. Promoter agrees to devote the amount of time, attention and best efforts to the performance of Promoter's duties under this Agreement that is necessary for the proper and effective conduct of the Tournament.

(b) Promoter agrees to furnish the following:

(i) Full-time on-site Tournament Director or designated substitute having the authority to carry out all duties and responsibilities of the Tournament Director in the Tournament Director's absence. If Promoter is an entity, then Promoter must designate a Tournament Director. Promoter's Tournament Director will have day-to-day management responsibility for the Tournament, exercise direct supervision and personally participate in the conduct and activities of the Tournament. Promoter agrees to inform USTA of the identity of its Tournament Director and any successor Tournament Directors. Each Tournament Director must receive the USTA's prior written approval, which the USTA will not unreasonably withhold;

(ii) A knowledgeable and competent Tournament Committee responsible for all aspects of the Tournament, including but not limited to:

- Sponsorship/Fundraising;
- Promotion/Media;
- Hospitality/Transportation; and
- On-site Tournament Management.

(iii) A minimum of six (6) fully-trained ball persons for each quarterfinal, semifinal and final match of the Tournament; and

(iv) Adequate personnel to sell and collect tickets and sell programs; coordinate and carry out parking, security, court and facilities maintenance, player transportation and concessions functions; collect entry fees at Qualifying sign-in; sign and disburse prize money, amateur reimbursement checks, and officials' checks throughout duration of Tournament; and perform all other duties required to stage a first-class tournament.

5. OFFICIALS. USTA reserves the right to approve Promoter's Chief of Umpires and all other on-court officials provided by Promoter. Promoter agrees to furnish the following:

(a) ITF-Certified Chief Umpire approved by the USTA Supervisor which approval shall be secured prior to contracting with such Chief Umpire;

(b) Qualified officials during the Tournament as follows: (i) *Qualifying* – Roving officials one (1) for every three (3) courts in first round of Qualifying; *Solo Chairs* in second and final round of Qualifying; *Main Draw* – one (1) Chair Umpire plus two (2) Line Umpires first round through quarterfinals; (ii) one (1) Chair plus three (3) Line Umpires per court beginning in semi-final and final rounds of the Tournament;

(c) Hotel accommodations or private housing for out of town officials. On-site meals, including additional meals in the event of night matches, for all officials hired to work the Tournament, including the two (2) ITF white badge umpires provided by the USTA.

USTA agrees to provide professional fee and travel expenses for two (2) ITF white badge umpires for the duration of the Tournament.

It is the policy of the USTA that all qualified officials will be afforded equal opportunities to officiate men's and women's matches regardless of their gender or race. Accordingly, Tournament Promoter shall use good faith efforts to assign (and shall direct the Chief Umpire to use good faith efforts to assign) qualified minority officials to Tournament matches, including later-round matches, in numbers approximating their demographic representation in the qualified pool of applicants available for such Tournament matches.

6. PLAYER SERVICES. Promoter agrees to furnish the players the following:

(a) Internet access for players, either at the Tournament Facility or in reasonable proximity thereto. Promoter shall use best efforts to provide such Internet access at no cost to players and shall ensure that any cost borne by players in connection with such Internet access is nominal and incidental. Promoter acknowledges that Internet access is material to each player's ability to manage his/her playing schedule;

(b) An assigned Tournament doctor currently licensed in good standing to practice medicine in the state in which the Tournament is located with local hospital privileges on call at all times from the

start of Qualifying and throughout the Tournament for medical emergencies and access to an ambulance and hospital in case of emergency; such Tournament doctor shall be selected by Promoter in accordance with guidelines furnished by the USTA;

(c) Towels and bottled water (in individual, sealed containers) for players replenished daily;

(d) Players accepted into Qualifying or the main draw will be entitled to three (3) used tennis balls per day (free of charge) starting on the day prior to the start of Qualifying until they are eliminated from the event (balls are to be returned following each use).

(e) Discounted hotel accommodations for all players (Singles and Doubles);

(f) On-site stringer, preferably certified, available full-time from the day of Qualifying sign-in through the conclusion of the Tournament to string rackets as required. Such stringer may charge players a fee of \$20 or less to perform such service;

(g) Regularly-scheduled transportation between hotel and Tournament Facility;

(h) Food such as fresh fruit, bagels and a variety of lunches available to players at low or no cost;

(i) Individual, sealed containers of bottled water available to players at the Tournament Operations desk and on-court (competition and practice courts). The Physiotherapist/Athletic Trainer will have electrolyte replacement powder drink packets available for players that he/she will dispense directly to players upon request, provided that Promoter is permitted to make individual, sealed containers of electrolyte replacement drinks available to players (only Gatorade and Powerade are permitted) and should Promoter secure a sponsor in the electrolyte replacement beverage category (Gatorade or Powerade only), the Physiotherapist/Athletic Trainer will not dispense electrolyte replacement packets if such distribution would cause Promoter to violate any exclusivity rights granted to its sponsor (but only so long as such sponsor's Gatorade or Powerade, as applicable, electrolyte replacement drinks [in individual, sealed containers] are made available to players); and

(j) In hot and humid conditions, separate coolers with ice and small amounts of water to treat injuries and/or to wet towels to cool players during change-overs or medical time-outs. These items can be shared between courts when feasible. Umbrellas or canopy-type covers also should be provided to shade and cool players on change-overs and for the chair umpire, starting with the first day of Qualifying.

Promoter acknowledges and agrees that all food and beverage supplied to players at the Tournament Facility shall be fully compliant with the Tennis Anti-Doping Program. Without limiting the foregoing, sponsor products that can be ingested or used on the body shall not be distributed or made available to players, including, without limitation, in the player locker room, player treatment room, player lounge or player gift bags. All bottled water supplied to players must not contain sweeteners or additives (including, without limitation, flavors, extracts, essences, vitamins, minerals, herbs, or other such ingredients).

**7. RULES AND REGULATIONS.** Promoter agrees to (a) abide by the International Tennis Federation ("ITF") Regulations (as may be amended from time to time by the ITF); (b) abide by the USTA Constitution, By-Laws, Standing Orders, Rules and Regulations, copies of which are available from USTA and which may be amended from time to time by the USTA; (c) abide by the standards, procedures, policies, rules, regulations and requirements that the USTA may prescribe from time to time for the Circuit ("Standards"), which Standards will be furnished to Promoter in writing and which Standards may be revised from time to time by the USTA; (d) refrain from participating in or aiding and

abetting, directly or indirectly, any form of gambling or betting on the outcome of any tennis match staged in connection with any professional tennis event, including but not limited to Circuit events and other USTA events; and (e) refrain from engaging in any conduct contrary to the integrity of the sport of tennis.

8. ADMINISTRATION, TOUR STAFF & PHYSIOTHERAPIST/ATHLETIC TRAINER. USTA will administer the Circuit, and shall retain the services of, and provide all professional fees and expenses (including lodging) for, the USTA designated Supervisor(s) and the Physiotherapist/Athletic Trainer.

9. REVENUE AND EXPENSES. Except as otherwise set forth herein, Promoter shall be entitled to all revenue from the Tournament, including but not limited to, all entry fees, and ticket, program and concession revenues, provided however, that if the Circuit provides any monies to Promoter in excess of the USTA Prize Money Subsidy, as defined in Paragraph 21, then, up to the amount of such excess payment, (i) USTA shall be entitled to retain the Guarantee Deposit (as defined in Paragraph 22) and (ii) Promoter shall remit to USTA (a) all entry fees collected and (b) additional revenues, if necessary. Promoter shall also be entitled to sell local sponsorships for the Tournament, provided that such local sponsors do not conflict with sponsors of the Circuit, and such sponsorship arrangements are in compliance with Paragraph 15, and Promoter shall be entitled to retain all revenue from such sponsorship, subject to the foregoing sentence. Promoter is not required to charge admission to the Tournament. Except as specifically set forth herein, Promoter shall be responsible for all costs and expenses associated with the development, promotion and staging of the Tournament.

10. BALLS. Wilson Sporting Goods Co. ("Wilson") is the official and exclusive tennis ball sponsor for the Circuit. USTA will provide **twenty six (26)** cases of balls for Tournament play. Wilson is entitled to promotional benefits and Promoter agrees to the following: (a) Promoter will not sell sponsorship to another company for the tennis ball category and Promoter agrees to use only Wilson tennis balls for the Tournament (including, without limitation, for matches and practice [including distribution to players in accordance with Paragraph 6(d)]; (b) Promoter will display two (2) Wilson banners, provided and shipped to the Tournament Facility by Wilson, in high traffic areas at the Tournament Facility; (c) Promoter will place the Wilson-provided ball cooler, if any, on the main Tournament court for all matches; (d) Promoter will utilize Wilson-provided ball carriers, if any, to transport balls to all match courts; (e) Promoter will include the Wilson logo or name on all printed materials, including press releases; (f) Promoter will list Wilson as a sponsor on any sponsor boards; and (g) Promoter will provide Wilson with the opportunity to set up a promotional booth at the Tournament Facility, provided sufficient space exists for such set up. The location of the booth will be mutually agreed upon by both Promoter and Wilson. All costs related to setting up the booth, including staffing and the cost of the booth, will be the responsibility of Wilson.

11. BANNERS. No banners or signage placed on the back walls are to be white, yellow or other light colors. Any back wall signage must be approved in writing by the USTA Supervisor. USTA shall provide four (4) USTA Pro Circuit banners to Promoter which Promoter shall prominently display in the following locations at all times during the event: two (2) shall be placed on the back walls on the inside of the first feature court (stadium court); one (1) shall be placed on a back wall of the inside of the second feature court; and one (1) shall be placed in a highly visible location at the public entrance to the Tournament Facility.

12. T-SHIRTS. USTA will provide **forty-eight (48)** Official Pro Circuit t-shirts to be worn exclusively by all on-court ball persons. Promoter may purchase additional t-shirts at the lowest available price offered by the manufacturer. T-shirts will have the USTA Pro Circuit logo and an inscription on the front. Tournament shall be permitted to use the rear of the Official Pro Circuit t-shirts at Tournaments reasonable discretion (i.e., Tournament logo, Tournament sponsors, Tournament Facility, etc.).

13. CIRCUIT PROGRAM. USTA agrees to publish the Official Pro Circuit Program (the “Program”) and to provide **one hundred (100)** copies free of charge to Promoter. Promoter may purchase additional copies at a price determined by USTA. The Program shall be the sole and exclusive program sold or utilized in any manner by Promoter in connection with the Tournament. The Program will serve as the Official Program of the Tournament and will have a cover design specified by USTA. Promoter will have the opportunity to place Tournament specific title and presenting sponsor names and logos on the cover in a space designated by USTA.

14. USTA AND CIRCUIT SPONSOR BENEFITS. USTA is entitled to promotional benefits and Promoter agrees to provide the following to USTA: (a) Placement of two (2) banners on stadium court, one (1) banner on the second feature court, and one (1) banner on Tournament Facility grounds at the public entrance for the duration of the Tournament; (b) eight (8) of the best seats available for each session of the Tournament; (c) USTA t-shirts for on-court ball persons; (d) regular mentions on the Tournament Facility public address system that the Tournament is a USTA Pro Circuit event; and (e) assurance that local sponsor identification does not unreasonably diminish USTA. USTA reserves the right to secure a national title sponsor for the Circuit. Promoter agrees that if a title sponsor for the Circuit is designated by USTA, the Circuit sponsor is entitled to promotional benefits and Promoter agrees to the following: (x) Promoter will not sell sponsorship to another company for the Circuit sponsor’s category; (y) Promoter will provide the same promotional benefits set forth above to the Circuit sponsor; and (z) Promoter will provide any other benefits as reasonably required by the USTA to the Circuit sponsor.

15. LOCAL SPONSORS/VENDORS. With respect to Promoter’s right to sell local sponsorships for the Tournament set forth in Paragraph 9, no sponsorship is permitted to any entity in respect to tobacco products, political activity, firearms, pornographic materials, betting/gambling (provided that casinos may be permitted on a case-by-case basis, subject to the USTA’s prior written approval, which may be granted or withheld for any or no reason) or any other category deemed to be detrimental to the sport of tennis, as determined by the USTA and the ITF in their sole judgment and discretion. The USTA shall furnish to Promoter, from time to time, a list of other categories for which sponsorship of the Tournament is prohibited. Promoter shall refrain from entering into any sponsorship arrangement with respect to all prohibited categories (including the categories identified above and in any list furnished by the USTA). With respect to any sponsorship arrangements entered into between Promoter and a local sponsor, under no circumstances shall Promoter use, or permit the use of, (a) any player’s name, performance, likeness, voice or biography on any product, service or clothing or in any manner that constitutes an endorsement by such player of any product, service or company or (b) the name, trademarks, trade names, logos or other identification of the USTA and its affiliated companies on any product, service or clothing or in any manner that constitutes an endorsement by the USTA of any product, service or company. In addition, Promoter shall not permit any vendors or other third parties to advertise, promote, market, distribute or sell any products and/or services at the Tournament Facility without the USTA’s prior written approval, which approval may be granted or withheld for any or no reason.

16. TOURNAMENT AND USTA PRO CIRCUIT BRANDING. The Tournament will be referred to as a “USTA Pro Circuit Event” (or something similar) as reasonably determined by the USTA. USTA will provide Promoter with a USTA Pro Circuit Logo CD-Rom or other multi-media vehicle (e.g., thumb drive or FTP site) and style-guide sheet. Any Tournament which creates a Tournament logo must incorporate the following tag line: “A USTA Pro Circuit Event” (or something similar) as reasonably determined by the USTA, which Tournament logo must be approved by USTA (such approval not to be unreasonably withheld). Other than the official Tournament logo, the USTA approved USTA Pro Circuit logo/trademark will be the primary brand utilized in Tournament advertising, on-site and in any Programs

(as that term is described in Paragraph 25(a)). Tournament shall prominently display the USTA approved USTA Pro Circuit logo in connection with the advertising and promotion of the Tournament and on all printed collateral materials produced by Tournament (failure to do so will result in a written warning after a first offense with subsequent offenses resulting in a reduction of the USTA's contribution to Prize Money for the following year by five percent [5%] per written offense). USTA Pro Circuit logo shall be prominently displayed on Tournament website, draw boards and sponsor boards. Tournament Promoter also agrees to comply with all ITF branding rules/guidelines. In the event that Promoter maintains a Tournament website or other digital property (e.g., Facebook or twitter page or YouTube channel), the USTA reserves the right to review and require Promoter to remove any content from such Tournament website or other digital property. Any use of USTA Pro Circuit logos/trademarks on Tournament digital properties shall be in accordance with USTA guidelines. Promoter will not be required to breach any current, applicable ITF rules in this regard (however, Promoter agrees to work in good faith with the USTA to develop a mutually acceptable solution with the ITF with respect to ITF branding rules/guidelines in order to permit maximum marketing and promotion of the sport of tennis within the U.S. in a clear, consistent, broadcaster-friendly and fan-friendly manner). Promoter shall submit to USTA a sample of all collateral materials at the design stage for USTA approval (materials shall be deemed approved by USTA if no objection is lodged within five business days of receipt) and a sample of final collateral materials, photos, CD's, DVD's, and Programs shall be submitted to the USTA within thirty (30) days following the conclusion of the Tournament for USTA's records.

17. INDEMNIFICATION. Promoter recognizes that USTA has organized the Circuit as a public service to benefit spectators, players and local communities. USTA has no responsibility for the conduct of the Tournament, and Promoter agrees to defend, indemnify and save the USTA, its subsidiaries and each of their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all claims of every kind, nature and description in any way relating to the Tournament, the Tournament Facility, and any other facilities utilized during the Tournament, including its staff, agents, sublicensees and affiliates, or the players, officials (other than USTA officials) and spectators at the Tournament, except to the extent caused by the negligence of the USTA and its officers, directors, employees and agents. Promoter's obligation to indemnify shall not be deemed to waive the limits of the City of Daytona Beach's sovereign immunity as provided under Florida Statutes Chapter 768.

18. INSURANCE. Promoter is self-insured under a risk management program and Promoter represents that it will provide coverage for liability under its self-insurance plan up to the sum of \$200,000 for any one claim or judgment and up to the sum of \$300,000 for all claims or judgments for the event, subject to the provisions and limitations of Florida Statutes Chapter 768.

19. RISK OF LOSS AND ASSUMPTION OF LIABILITIES. Promoter assumes all risks and is responsible for all expenses relating to the conduct of the Tournament, including all losses and liabilities which may be incurred.

20. NO JOINT VENTURE. Nothing contained in this Agreement shall imply any agency, partnership or joint venture relationship between the parties and neither party shall have the power to obligate or bind the other party except for the purposes set forth herein.

21. PRIZE MONEY AND AMATEUR EXPENSES. Promoter agrees to provide \$10,000 from local sources to be offered as prize money for players. USTA agrees to make a grant of \$15,000 ("USTA Prize Money Subsidy") to Promoter prior to commencement of the Tournament. Such payment by the USTA may be made through electronic means and Promoter agrees to complete any electronic payment forms requested by the USTA. Promoter agrees to be responsible for proper disbursement of the prize money to the players throughout the Tournament (including any and all responsibility for withholdings as

applicable) and Promoter acknowledges and agrees that, with respect to such disbursement, Promoter's local funds shall be considered to be used first for the payment of the prize money and/or amateur expenses. The USTA will, as a matter of convenience and upon Promoters request, provide a payout disbursement spreadsheet which will include, among other things, the players names, prize money earned, applicable withholdings, and additional tax information. If provided, Promoter shall verify its contents (by, among other things, consulting with ITF Rule Book, Amateur Reimbursement policies, federal/state/local tax laws) and shall be fully responsible for the accuracy of said payout including all requisite taxes and withholdings. Promoter is solely responsible for obtaining player addresses, social security/tax identification numbers for tax filings.

22. GUARANTEE DEPOSIT; FINANCIAL SECURITY; ADEQUATE ASSURANCES. Promoter herewith deposits with USTA the sum of \$0 (the "Guarantee Deposit") to guarantee Promoter's performance under this Agreement. If Promoter satisfies all obligations hereunder, then, subject to Paragraph 9, such Guarantee Deposit shall be returned to Promoter after the conclusion of the Tournament. In the event that Promoter defaults in the performance of obligations under this Agreement, or USTA terminates this Agreement pursuant to Paragraph 28, then such Guarantee Deposit shall be forfeited to USTA as liquidated damages for its administrative costs without limiting in any way any other claims or rights USTA may have against Promoter. USTA reserves the right at all times to require from Promoter a Guarantee Deposit in excess of \$2,500, or an alternate form of financial security or adequate assurances reasonably acceptable to USTA (such as an irrevocable letter of credit or third party confirmation of Promoter's ability to fulfill its obligations hereunder).

23. SANCTION. USTA agrees to apply for and obtain a sanction from the ITF and to pay all required fees. USTA's application for sanction is to be submitted to the ITF by the scheduled deadline. If for any reason such sanction is not approved by the ITF, then this Agreement shall be terminated, and Promoter's Guarantee Deposit shall be refunded.

24. SITE USE. If Promoter is not the operator of the Tournament Facility, then Promoter will attach to this Agreement written confirmation from the owner and/or operator of such Tournament Facility, confirming the use of the site and the minimum required facilities necessary for the staging of the Tournament as set forth in this Agreement.

25. MEDIA/DATA RIGHTS.

(a) USTA hereby reserves and retains, on an exclusive basis, all rights to produce, reproduce, transmit, exhibit, and/or distribute the Tournament via any means, and through all media regardless of format, including without limitation, any television means or methods, radio means or methods, audio only and/or statistics only transmissions, TCP/IP delivery, Internet, wireless technologies and the world wide web, all as currently existing or as yet to be invented ("Media Rights"). Such retained and reserved Media Rights include the rights to any and all revenue associated with such Media Rights. Promoter will not be responsible for the production and distribution costs associated with the exploitation of such Media Rights by the USTA and its designees, but will be responsible for providing the USTA and its designees with reasonable access to the Tournament Facility and existing facilities, including, without limitation, providing credentials and parking spaces at the Tournament Facility as reasonably requested by the USTA, reasonable space requirements, electrical power and camera/announcer positions at Promoter's cost and in accordance with specifications to be furnished by the USTA. Any exploitation by Promoter of Media Rights in connection with the Tournament (including, without limitation, on social media properties [e.g., Facebook and YouTube]) shall require the prior written approval of USTA at least thirty (30) days prior to the start of the Tournament, which approval may be granted or withheld for any or no reason. Promoter agrees that USTA shall be the owner of all right, title and interest, including copyright, in and to the results and proceeds of any exploitation of Media Rights, including, without limitation, all



Tournament programs, recordings and other material (excluding photographs) (the "Programs"). Without limiting the foregoing, Promoter hereby assigns to USTA all right, title and interest, including copyrights, that Promoter has, can, may or will have in the Programs throughout the world and in perpetuity. In addition, Promoter hereby grants to USTA a royalty-free, perpetual, irrevocable, transferable, worldwide license to use all photographs ("Images") taken at the Tournament and at all related events throughout the Tournament by, or on behalf of, Promoter, without restriction. Without limiting the foregoing, USTA and its designees shall have the right to use and exploit the Images in any manner or medium, now known or hereafter developed, in any territory throughout the world, in perpetuity, without limitation. Promoter shall provide USTA (no later than twenty-one (21) days following the conclusion of the Tournament) with a copy of any Program made by, or on behalf of, Promoter (in such form as requested by USTA) and with a binder containing Image CDs and contact sheets with all Images.

(b) USTA hereby reserves and retains the exclusive right to exploit, and permit others to exploit, Live Scoring Rights (as defined below) with respect to the Tournament and the non-exclusive right to exploit, and permit others to exploit, Non-Live Data Rights (as defined below) with respect to the Tournament. Notwithstanding the foregoing, Promoter shall have the right to exhibit Living Scoring Rights on on-court scoreboards and other areas located within the Tournament Facility and on exhibitions made by means of Television Rights (as defined below) to the extent that such exhibitions are permitted by the USTA. Promoter agrees to co-operate with the USTA and ITF, and any third party designated by the USTA and ITF, in relation to (i) any system or scheme that the USTA and ITF implement for the collection, supply and/or licensing (in each case by the USTA, ITF or via an appointed third party) of Live Scoring Rights and Non-Live Data Rights at the Tournament and (ii) any measures that the USTA and ITF take to protect the value of the Live Scoring Rights, including, without, limitation, to prevent the unauthorized collection and exploitation of the Live Scoring Rights relating to the Tournament during the Delay Period (as defined below). Such measures may include the implementation and enforcement of ticket conditions, accreditation terms and access to venue agreements. Promoter further agrees at all times to co-operate with and comply with the requirements of the Tennis Integrity Unit. For the purposes of this Paragraph 25, "Coverage" shall mean any and all audio-visual coverage of the Tournament or any part thereof; "Delay Period" shall mean the period of thirty seconds (:30) immediately following the recording of an incident during the match (such as match starting, challenge, a point being scored, number of aces, etc.); "Live Scoring Rights" shall mean the right to collect, collate, store, use, reproduce, exploit, onward supply or make available any live match scores/in-match incident (such as match starting, challenge, a point being scored, number of aces, etc.) during the applicable Delay Period; "Non-Live Data Rights" shall mean the right to collect, collate, store, use, reproduce, exploit, onward supply or make available any and all Official Data (as defined below) outside of the applicable Delay Period; "Official Data" shall mean any order of play/schedule, draw, scoring (including, without limitation, live match scores/in-match incident (such as match starting, challenge, a point being scored, number of aces, etc.) and/or any other statistical information relating to the Tournament and/or the participants therein; and "Television Rights" shall mean the right to exhibit and/or license third parties to exhibit the Coverage live and/or delayed and/or in highlights form by means of traditional broadcast television delivery including without limitation terrestrial, cable, and satellite television, analogue and/or digital.

26. WILD CARDS. USTA will provide Promoter one (1) Singles Main Draw Wild Card and one (1) Main Draw Doubles Wild Card. USTA will provide Promoter three (3) Singles Qualifying Wild Cards and one (1) Qualifying Doubles Wild Card. All Wild Cards shall be distributed at Promoter's discretion giving every consideration to American players. All Wild Card candidates must reach their 14<sup>th</sup> birthday by the Pro Circuit Tournament start date. Local Wild Cards must obtain an ITF IPIN number and pay all requisite registration fees prior to the start of Qualifying sign-in. The sale of Wild Cards is strictly prohibited. Promoter shall cause each selected Wild Card recipient to acknowledge and agree that her Wild Card is not transferable.

Local Wild Card recipient names, dates of birth and national origin must be submitted to the USTA Pro Circuit office by Tuesday at 5:00 PM ET prior to the start of Qualifying sign-in. Tournaments that do not submit all Wild Card information by such deadline will risk forfeiture of Wild Cards. Wild Card events must be concluded in order to meet the Wild Card deadline.

27. MEDICAL RECORDS. USTA shall maintain, on behalf of the Tournament doctor, all records relating to player treatment during the Tournament, including, without limitation, all records created by the Physiotherapist/Athletic Trainer.

28. TERMINATION. USTA maintains the right to terminate this Agreement effective immediately upon written notice, following any breach of this Agreement by Promoter, including any failure by Promoter to provide any of the financial security and adequate assurances that USTA may require pursuant to Paragraph 21.

29. ASSIGNMENT. Promoter recognizes that the USTA is relying on the personal experience, skills, and obligations of the Promoter in entering into this Agreement and granting the rights set forth herein. Accordingly, neither Promoter's interest in this Agreement nor Promoter's rights, privileges or obligations under this Agreement may be assigned, sold, transferred, subcontracted or sublicensed without the prior written consent of the USTA, which may be granted or withheld for any or no reason.

30. COUNTERPARTS. This Agreement (a) may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same document; and (b) shall not become effective until one or more counterparts have been executed by each party hereto and delivered to the other party hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

31. AMENDMENT; MODIFICATION; WAIVER. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by all parties hereto. Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.

32. SEVERABILITY; PARTIAL INVALIDITY. If any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that no party is, as a result thereof, deprived of the enjoyment of its substantial benefits under this Agreement.

33. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement between the parties. It shall be construed in accordance with the laws of the State of New York and shall be executed by both parties in duplicate.

34. TIME. It is understood that time is of the essence of this Agreement for performance of all obligations under this Agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates indicated below.

United States Tennis Association  
Incorporated

PROMOTER:  
The City of Daytona Beach

By: \_\_\_\_\_  
Megan Rose  
Director, Pro Circuit

By: \_\_\_\_\_  
Derrick L. Henry  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Letitia LaMagna  
City Clerk

\_\_\_\_\_  
Date

Approved as to legal form:

By: \_\_\_\_\_  
Robert Jagger  
City Attorney

\_\_\_\_\_  
Date

Please mail ALL Contract Information to:  
Senior Manager, Women's Pro Circuit  
USTA  
10000 USTA Blvd.  
Orlando, FL 32827

Notices:  
Executive Director  
United States Tennis Association  
70 West Red Oak Lane  
White Plains, NY 10604

Counsel, USTA National Campus  
United States Tennis Association  
10000 USTA Blvd.  
Orlando, FL 32827

<b>Promoter and/or Tournament Director Contact Information</b>
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Tournament Director: Tom Kelly

Tournament Site: Florida Tennis Center  
1 Deuce Court  
Daytona Beach, FL 32124

Tel:

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PROMOTER (If different from above): \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BUSINESS Tel #: \_\_\_\_\_  
BUSINESS Fax #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

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To which entity should the prize money check be made should a wire transfer not be possible:

Entity: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_