

**LOCAL HOST AGREEMENT:
CITY OF ORLANDO, THE CENTRAL FLORIDA SPORTS COMMISSION, INC & ORLANDO
CITY SOCCER CLUB, LLC.**

WHEREAS, the CITY OF ORLANDO, hereinafter referred to as "CITY", will conduct the COPA AMERICA CENTENARIO USA to be held between June 3-26, 2016, hereinafter referred to as the "Event", within the City of Orlando at the ORLANDO CITRUS BOWL, with the CENTRAL FLORIDA SPORTS COMMISSION, hereinafter referred to as "CFSC", and, ORLANDO CITY SOCCER CLUB, LLC., hereinafter referred to as "OCSC" serving as the Co-Hosts, and collectively referred to as the "Parties".

NOW, THEREFORE, all Parties shall agree to the following:

1. Provide overall support and event management support for the Event as outlined below and included with more details and responsibilities in Attachment A. Other duties may be assigned and agreed upon in writing:
 - a) OCSC agrees to provide staff support and/or accountability in the following areas:
 - 1) Assistant Event Coordinator
 - 2) Assistant Marketing Manager
 - 3) US Soccer Federation Liaison
 - 4) Local Corporate Partner Sales Coordinator
 - b) CFSC agrees to provide staff support and/or accountability in the following areas:
 - 1) Assistant Event Manager
 - 5) Hotel Liaison
 - 6) Volunteer Assistant
 - 7) Attraction Ticket Manager
 - c) CITY agrees to provide staff support and/or accountability in the following areas:
 - 1) Facility Manager
 - 2) Financial Manager
 - 3) Security Coordinator
 - 4) Concessionaire Coordinator
 - 5) Telecommunication Coordinator
 - 6) Merchandise Manager
 - 7) Video/Ribbon Board Producer
 - 8) Box Office Manager
2. The Parties, agree to actively participate in each of the Orlando Local Organizing Committee & Subcommittees developed and activated for the planning and execution of the Event. The Orlando Local Organizing Committee & Subcommittees will consist of both private and public leaders, along with key staff and affiliated partners, Board Members, sponsors of the Parties. The Parties will lead the following subcommittees:
 - a. Executive Committee – CFSC/CITY/OCSC
 - b. Sales & Marketing Committee
 - i. Grassroots subcommittee – CFSC

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- ii. Marketing Support subcommittee – OCSC
 - iii. Media subcommittee – OCSC/CITY
 - c. LOC Events & Welcome Committee - CFSC
3. The Parties, mutually agree that the following revenues are associated with the conduct and execution of the Event, to include, but not be limited to the following:
- a. Net local sponsorships (with written prior approval and non-competing of the US Soccer Federation)
 - b. Statewide and local grants
 - c. CITY net percentage of concessions (including suites), parking and merchandise sales
 - d. Net patron/corporate partner travel package sales (minus any fulfillment costs)
 - e. Net attraction ticket sales (minus cost of shipping, pay pal and credit card charges)
 - f. Hotel commissions (if applicable)

Any and all revenues not specifically outlined in Attachment B which are tied to the Event will be placed in the Event Income Pool unless mutually agreed upon in writing by all parties.

4. The Parties, mutually agree that the following expenses are associated with the conduct and execution of Event and will be placed in the Event Expense Pool, to include, but not be limited to the following:
- a. Venue related staffing expenses at the Orlando Citrus Bowl to include labor, equipment cleaning and miscellaneous services, up to the capped amount agreed to with US Soccer Federation and outlined within the terms of the Standard Venue Agreement executed by the CITY.
 - b. Venue Rental
 - c. Training Site Rental
 - d. Event Management Fee
 - e. Utilities
 - f. Insurance premium for up to \$13M in General Liability Coverage
 - g. Third-Party Economic Impact Report
 - h. Contracted Event Manager
 - i. Ancillary Event Rental (Fan Fest and Event Tailgate)
 - j. Signage as agreed to with US Soccer Federation and outlined within the terms of the Standard Venue Agreement executed by the CITY
 - k. Security/Police Escorts
 - l. Volunteer Food and Apparel
 - m. Pre-event hospitality for all Orlando LOC hosted ancillary events
 - n. Marketing materials and advertising as agreed to with US Soccer Federation and outlined within the terms of the Standard Venue Agreement executed by the CITY
 - o. Transportation costs agreed to with US Soccer Federation and outlined within the terms of the Standard Venue Agreement with the CITY to and from team hotels
 - p. Site visits to include transportation, accommodations, meeting space and hospitality
 - q. Orlando LOC mementos and hospitality functions

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Any and all additional expenses not specifically outlined in Attachment B that exceed five hundred dollars (\$500.00) must be agreed upon in writing by all parties.

5. The Parties, will mutually agree upon an event settlement no later than thirty (30) days after settlement has been reached with the US Soccer Federation. Funds will be distributed to each party in the following manner:
 - a. Should Event Income Pool revenue not cover the Parties financial commitment to the US Soccer Federation, along with those expenses tied to the EVENT Expense Pool as outlined above and agreed upon in Attachment B, all parties agree to split the loss with OCSC assuming one-third (1/3), CFSC assuming one-third (1/3) and CITY assuming one-third (1/3).
 - i. All mutually agreed upon Event related expenses (non-facility rental), will be split evenly as mentioned above by the Parties accordingly. Once those expenses have been paid, the remaining net revenue from the Event Income Pool, up to but not exceeding \$50,000 per match, will be remitted to the CITY.
 - ii. The Parties agree a management fee to host the event will be split between the Parties and will be taken after all expenses have been paid.
 - b. If and/or when all financial obligations have been satisfied to the US Soccer Federation, along with all expenses tied to Event Expense Pool as outlined above and agreed upon in Attachment B, it is understood that the Parties agree to split net revenues with OCSC receiving on-third (1/3), CFSC receiving one-third (1/3) and CITY receiving one-third (1/3). OCSC is financially responsible for any and all tax implications associated with its share of net revenue.
6. US Soccer Federation Legacy Grant
 - a. OCSC agrees to work in good faith to raise funds for the purpose of contributing to the US Soccer Federation's Legacy Grant. US Soccer Federation will contribute additional funds to those raised by OCSC to be used locally in Central Florida. No guaranteed amount has been agreed upon by the Parties in conjunction with US Soccer Federation.
7. The Parties, shall receive recognition as Co-Hosts of the Event with prominent logo placement and mention on all collateral materials, websites, press releases and advertising developed in connection with the EVENT.
8. The Parties, shall recognize each other as self-governing entities, and not agents of the other, and therefore will conduct business independently.
9. The Parties shall have the right, at its election, to suspend the running of the term of this Agreement, and the Parties obligations hereunder, upon written notice to the appropriate party, if as a result of an act of God, hurricane, earthquake, flood, lightening, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor

controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness, or incapacity, or other cause of a similar or dissimilar nature not reasonably within the Parties control or which the Parties could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event") without the Parties bearing any liability hereunder.

10. Termination of this Agreement may be initiated only when agreed to by both parties, unless in case or circumstances that one of the parties defaults under the terms and conditions of this agreement. In the case of default, the non-defaulting party must provide written notice to the other party of the default and shall provide a three - (3) day period of time to cure the default. Any notice shall be delivered by certified mail to the addresses listed below.
11. All parties agree to bind arbitration exclusively within Orange County, Florida to resolve any matters that may arise in connection with this agreement. Furthermore, all legal expenses incurred in the course of any litigation shall be at the sole expense of the party securing counsel.
12. To the extent permitted under Florida law, both parties agree to keep all of the terms and conditions of this agreement confidential. There shall be no instance where either party discusses or transmits in writing, any of the aforementioned terms or conditions without the express written consent of all parties.

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Pending the approval and signing of the Standard Venue Agreement between the CITY and US Soccer Federation, the aforementioned Letter of Agreement represents the entire understanding between all parties relative to the Event, and is intended to be fully binding upon the parties listed below **IN WITNESS WHEREOF, the parties have executed this Letter of Agreement on dates indicated below.**

By: _____
John Bisignano
CEO/President
Central Florida Sports Commission, Inc.

By: _____
Allen Johnson
Executive Director, Orlando Venues
City of Orlando

Date: _____

Date: _____

Witness: _____

Witness: _____

Address of CFSC:

Central Florida Sports Commission
400 West Church Street, Suite 205
Orlando, FL 32801

Address of OCSC:

City of Orlando
400 West Church Street, Suite 201
Orlando, FL 32801

By: _____
Phil Rawlins
President/Founder
Orlando City Soccer Club, LLC.

Date: _____

Witness: _____

Address of OCSC:

618 E. South Street, Suite 510
Orlando, FL 32801



Attachment A Partner Tournament Responsibilities

Central Florida Sports Commission	Orlando Venues	Orlando City SC	US Soccer Federation
Key Tournament Personnel <ol style="list-style-type: none"> 1. Event Coordinator 2. Hotel Liaison 3. Volunteer Assistant 4. Attraction Ticket Manager 	Key Tournament Personnel <ol style="list-style-type: none"> 1. Facility Manager 2. Financial Manager 3. Security Coordinator 4. Concessionaire Coordinator 5. Telecommunication Coordinator 6. Merchandise Manager 7. Video/Ribbon Board Producer 8. Box Office Manager 	Key Tournament Personnel <ol style="list-style-type: none"> 1. Assistant Event Coordinator 2. Marketing Manager 3. US Soccer Federation Liaison 4. Local Corporate Partner Sales Coordinator 	Key Tournament Personnel <ol style="list-style-type: none"> 1. Event Manager 2. Catering Manager 3. Finance Coordinator 4. Fan Fest Coordinator 5. Volunteer Coordinator 6. Corporate Partner Sales Coordinator 7. Transportation Coordinator 8. Ball Kid Coordinator 9. Media Coordinator 10. Practice Coordinator 11. Athletic Trainer 12. Ticket/Suite Sales Manager 13. Other Event Related Staff
Key Areas of Responsibility <ol style="list-style-type: none"> 1. Local Organizing Committee <ol style="list-style-type: none"> a. Secure Members b. Plan Social Functions c. Lead Executive & Events/Welcome Subcommittees d. Rep appointed on each LOC Subcommittee 2. Participating Teams <ol style="list-style-type: none"> a. Secure Training Venues b. Police Escorts 3. Catering 4. Volunteers <ol style="list-style-type: none"> a. Recruit and Secure b. Assist with training and management On-site 5. Attraction Ticket fulfillment 6. Manage travel provider 7. Apply for local and state grant funding 8. Secure Ancillary Event Locations 	Key Areas of Responsibility <ol style="list-style-type: none"> 1. Local Organizing Committee <ol style="list-style-type: none"> a. Rep appointed on each LOC Subcommittee 2. Facility Management 3. Merchandising/Licensing 4. Catering fulfillment at venue 5. Concessions 6. Box Office Manager – Liaison with USSF 7. Staff Training for all Venue Staff 	Key Areas of Responsibility <ol style="list-style-type: none"> 1. Local Organizing Committee <ol style="list-style-type: none"> a. Lead Marketing Subcommittees b. Rep appointed on each LOC Subcommittee 2. Official USSF Liaison 3. Media/Press Services <ol style="list-style-type: none"> a. Local Media Coordinator 4. Marketing/Sales <ol style="list-style-type: none"> a. Local Branding b. Marketing/Ticketing c. Media 5. Ticketing <ol style="list-style-type: none"> a. Local Pre-sale 6. Local Corporate Partner fulfillment 7. Assist with Marketing Support 	Key Areas of Responsibility <ol style="list-style-type: none"> 1. Participating Teams <ol style="list-style-type: none"> a. Manage training venues b. Transportation/lodging c. Team hosts d. Team/Media/VIP Check In 2. Volunteers <ol style="list-style-type: none"> a. Training and management on-site 3. Catering- suites, media, locker rooms, officials, event day, ancillary events 4. Ancillary Events <ol style="list-style-type: none"> a. Management b. Staffing c. Catering 5. Game Management 6. Medical <ol style="list-style-type: none"> a. Athletic Trainer b. Doctor Coverage 7. Ticket/Suite Sales 8. All other event related responsibilities which tie to the Standard Venue Agreement

Attachment B
Event Budget

3 Matches- (2) group stage (1) elimination

REVENUE by match	Match 1	Match 2	Match 3
Capacity per match	40,000	50,000	40,000
Gate	\$0	\$0	\$0
Concessions	\$240,000	\$300,000	\$240,000
Merchandise	\$6,000	\$7,500	\$6,000
Parking	\$30,000	\$30,000	\$30,000
TOTALS	\$276,000	\$337,500	\$276,000

EXPENSES by match				Notes
Rent	\$50,000	\$50,000	\$50,000	Rental Rate Only
Staffing	\$175,000	\$175,000	\$175,000	
In-House Equipment	\$18,000	\$18,000	\$18,000	
Utilities	\$25,000	\$25,000	\$25,000	
In-Market Events	\$8,750	\$8,750	\$8,750	
Transportation	\$22,000	\$22,000	\$22,000	
Equipment	\$6,000	\$6,000	\$6,000	
Volunteers	\$3,500	\$3,500	\$3,500	
TOTALS	\$308,250	\$308,250	\$308,250	

OVERALL REVENUE			Notes
Match 1	\$276,000		
Match 2	\$337,500		
Match 3	\$276,000		
GRANTS			
FSF	\$100,000		
DDB	\$10,000		
County	\$475,000		
TOTAL REVENUE	\$1,474,500		

OVERALL EXPENSE			Notes
Match 1	\$308,250	Capped at \$175K +/- 10% Only upper Bowl split with USSF General Liability for \$13M LOC Sponsored Events/gifts/site visits Rental Rate Only	
Match 2	\$308,250		
Match 3	\$308,250		
Field Install	\$192,500		
Sponsor Coverage	\$50,000		
Insurance	\$25,000		
Marketing	\$75,000		
Misc.	\$22,000		
Pre-Event Labor	\$30,000		
Event Coordinator	\$15,000		
Eco Impact Study	\$25,000		
Training Sites	\$30,000		
Staff Training	\$10,000		
TOTAL EXPENSES	\$1,399,250		

CONTINGENCY	\$69,963
5%	
NET TO LOC	\$5,288