

**LOCAL HOST AGREEMENT:
CITY OF ORLANDO AND THE CENTRAL FLORIDA SPORTS COMMISSION**

The City of Orlando, Florida (hereinafter "CITY") and the Central Florida Sports Commission (hereinafter "CFSC"), collectively referred to as the "Parties", enter into this Local Host Agreement for WrestleMania Week 2017.

WHEREAS, WRESTLEMANIA WEEK will be held between March 28, 2017 and April 4, 2017, (hereinafter referred to as the "EVENT") in the City of Orlando.

WHEREAS, the CITY and CFSC will serve as Co-Hosts of the Event which is the 5th largest sporting and entertainment event in the world.

WHEREAS, WRESTLEMANIA WEEK is expected to generate \$150,000,000 of economic impact for Orlando and Central Florida with 160,000 in expected attendance.

NOW, THEREFORE, the Parties agree as follows.

1. The Parties agree to provide overall support and event management support for the EVENT as outlined below and detailed in Attachment A which is incorporated herein by reference. Other duties may be assigned and agreed upon in writing by the CFSC Interim CFO/President and Orlando Venues Director as necessary to support the Event.
 - a) CFSC agrees to provide staff support and/or accountability in the following areas:
 1. Assistant Event Manager,
 2. Volunteer Coordinator,
 3. Community Outreach Manager and
 4. Attraction Ticket Coordinator.
 - b) CITY agrees to provide staff support and/or accountability in the following areas:
 1. Event Director,
 2. Financial Manager,
 3. Marketing Manager,
 4. Box Office Manager,
 5. Facility Manager,
 6. Security Coordinator,
 7. Concessionaire Coordinator,
 8. Telecommunication Coordinator and
 9. Merchandise 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 and CFSC sponsors.

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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 WWE),
 - b. Statewide and local grants,
 - c. CITY net percentage of concessions (including suites), parking and merchandise sales,
 - d. Net attraction ticket sales (minus cost of shipping and credit card charges and expenses), and
 - e. Hotel commissions (if applicable).

Any and all revenues 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,
 - b. Venue Rental,
 - c. Venue Utilities,
 - d. Contracted Event Manager and additional contracted help,
 - e. Ancillary Event Expenses (On-Sale Party, Golf Tournament, etc.),
 - f. Signage,
 - g. Security/Police Escorts,
 - h. Volunteer Food and Apparel,
 - i. Marketing and advertising including event microsite,
 - j. Transportation costs,
 - k. Site visits including transportation, accommodations, meeting space and hospitality and
 - l. Local Organizing Committee mementos and hospitality functions.
5. The CITY agrees to remit a management fee to CFSC in the amount of fifty thousand dollars (\$50,000), regardless of the overall EVENT net income and/or net loss tied to the execution of the EVENT. To be eligible for the management fee, CFSC will provide the support highlighted in Attachment A.
6. The Parties, will mutually agree upon an event settlement no later than thirty (30) days after settlement has been reached with World Wrestling Entertainment. If and/or when all financial obligations have been satisfied to the World Wrestling Entertainment, along with all expenses tied to the Event Expense Pool, it is understood that the Parties agree that all net revenue shall belong to the CITY.
7. The Parties will mutually agree upon a number of complimentary Event tickets that will be provided to the CFSC.
8. 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.

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9. The Parties, shall recognize each other as self-governing entities, and not agents of the other, and therefore will conduct business independently.
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 that venue for any dispute resolution between them shall be exclusively within Orange County, Florida to resolve any matters that may arise in connection with this agreement. Furthermore, each party shall bear its own all legal expenses incurred in the course of any litigation in connection with this agreement.
12. This Local Host Agreement represents the entire understanding between the parties regarding 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: _____
Jason Siegel
Interim CEO/President
Central Florida Sports Commission, Inc.

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

Date: _____

Date: _____

Witness: _____

Witness: _____

Address of CFSC:

Address of City of Orlando

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

c/o Orlando Venues Department
400 West Church Street, Suite 201
Orlando, FL 32801