

TRUST FUND EVENT SUPPORT CONTRACT

This **TRUST FUND EVENT SUPPORT CONTRACT** (“**Agreement**”) is made and entered into by and between the **CITY OF FORT WORTH** (“**City**”), a home-rule municipality organized under the laws of the State of Texas; **FORT WORTH CONVENTION AND VISITORS BUREAU, d/b/a VISIT FORT WORTH** (“**VFW**”), a Texas non-profit corporation; and **CROSSFIT, LLC** (“**COMPANY**”), a Delaware limited liability company.

RECITALS

The City, VFW, and COMPANY (collectively, “**Parties**”) agree that the following statements are true and correct and constitute the basis upon which the Parties have entered into this Agreement:

A. VFW is a Texas non-profit corporation that is organized for the exclusive purpose of promoting the public interest in the City of Fort Worth, Texas, and its metropolitan area.

B. VFW, through an agreement with the City, has been tasked with providing focused sports marketing for the City to further enhance the impact of sports tourism on the Fort Worth area by attracting new investments, expanding the vision of marketing Fort Worth nationally, creating an increased focus on community events and a vision for venue support and expansion, and building a larger community-wide focus on sports marketing.

C. The COMPANY operates the 2024 CrossFit Games (“**Event**”), which specific Event is held not more than one time in Texas or an adjoining state in any year.

D. After conducting a highly competitive, multi-state, site-selection process pursuant to an application by the City (in collaboration with VFW) to evaluate the proper site to conduct the Event, CROSSFIT, LLC selected the City of Fort Worth for its host City for the Event.

E. VFW prepared an Analysis of the Economic Impact of the Event for purposes of submitting to the Office of the Governor Economic Development and Tourism (“**EDT**”) to determine eligible Texas state tax revenues generated by the Event.

F. Chapter 480 of the Texas Government Code, as amended (as it may be amended from time to time) (“**Act**”) authorizes the Office of the Governor Economic Development and Tourism (“**EDT**”) to establish the Event Trust Fund (“**Fund**”). Funds deposited into the Fund may be used by the City to fulfill its obligations under an event support contract, as defined in the Act, governing the Event. This Agreement is intended to serve as such event support contract.

G. The EDT has analyzed the incremental increase in certain sales and use, hotel occupancy and mixed beverage tax receipts to be collected by or on behalf of the City and the State of Texas directly attributable to the preparation for and presentation of the Event and related activities.

H. Based on its analysis, the EDT, by letter to City dated April 16, 2024, has determined that the State will deposit an estimated amount of \$667,009.00 of State funds into the Fund if matched by \$106,722.00 in remittances by or on behalf of the City, for a total estimated Fund amount of \$773,731.00. As an endorsing municipality under the Act, the City has or will remit \$106,722.00 to the EDT for deposit into the Fund.

I. The Act provides that the money in the Fund may be used for the payment of costs relating to the preparations necessary for conducting the event and costs of conducting the event (“**Permissible Uses**”).

J. The obligations of the Parties under the Agreement are set forth in Section 5, which the Parties agree are, without limitation, necessary for the City to provide incremental services necessary for the Event as well as other costs necessary for City and VFW to host the Event and for COMPANY to conduct the Event.

K. Pursuant to Resolution No. 3513-08-2007 adopted on August 14, 2007, the City Council of the City has authorized the City Manager to negotiate agreements that promote events benefitting the City and secured, in part, on account of the Fund and the provisions of the Act.

NOW, THEREFORE, for and in consideration of the premises, undertakings and mutual covenants of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. RECITALS.

The Parties agree that the recitals set forth above in this Agreement are true and correct, and the representations, covenants and recitations set forth therein are made a part hereof for all purposes.

2. TERM.

This Agreement is effective as of April 16, 2024, and remains in full force and effect until the later of (i) December 31, 2025 or (ii) the date as of which all Funds have been disbursed in accordance with the Act and with this Agreement, unless terminated earlier pursuant to the terms of this Agreement.

3. APPLICATION FOR EVENT TRUST FUND DISBURSEMENT.

The City, as the endorsing municipality, has previously applied to the EDT for the creation of a Fund for the Event under the provisions of the Act.

4. **TRUST FUND DEPOSIT.**

In consideration of COMPANY's selection of Fort Worth as the sole site for the Event, the City, as the endorsing municipality, will remit \$106,722.00 into the Fund, as set forth in the April 16, 2024 letter that was issued by the EDT estimating the incremental increase in tax revenue under the Act as a result of the Event and setting forth the contribution to the Fund by the City ("**City Remittance**"). The City Remittance is intended to trigger the State of Texas contribution to the Fund under the terms of the Act. The City Remittance plus the contributions by the State of Texas to the Fund in accordance with the Act will be referred to herein as the "**Total Fund Amount**".

5. **GENERAL OBLIGATIONS OF THE PARTIES.**

(a) COMPANY.

- (i) The COMPANY is obligated to hold and conduct the Event at Dickie's Arena in Fort Worth, Texas, from August 8, 2024 through August 11, 2024.
- (ii) COMPANY also agrees that the covenants and promises made in this Agreement, including, but not limited to, COMPANY's expenses set forth in Section 5(c)(ii) are necessary to prepare for and conduct the Event.

(b) VFW.

- (i) VFW agrees that it will perform its obligations for hosting the event, which include, but are not limited to, the items set forth in Section 5(c)(ii).
- (ii) VFW also agrees that the covenants and promises made in this Agreement, including, but not limited to, VFW's expenses set forth in Section 5(c)(ii) are necessary to prepare for and conduct the Event.

(c) City.

- (i) The City is obligated to host the Event.
- (ii) The parties recognize that VFW and COMPANY are the Event experts and have the structures and mechanisms in place to properly and adequately perform the functions necessary to prepare for and conduct the Event. In addition to hosting the Event, the City's obligation under this Agreement is to pay VFW and COMPANY for the necessary, reasonable, and actual expenses required to prepare for and conduct the Event as a means to reimburse VFW and COMPANY to help cover the costs of the Event, including in areas of which the City lacks expertise. These expenses include the following:

- (A) Advertising and marketing promotions of the Events, including television and radio broadcast, published media, website, social media, billboards, vinyl graphics, street banners, signage, printing and production costs;
- (B) Awards for the Event, including trophies, ribbons and medals;
- (C) Rental cost of facilities for the Event; including rental deposits, facility rental and internal billing;
- (D) Rental cost of heavy equipment for the Event; including forklifts, scissor lifts and golfcarts;
- (E) Decorator and the rental of furnishings for the Event;
- (F) Security, including rental for metal detectors;
- (G) Emergency medical technician/Medic services, trainers and other medial personnel;
- (G) Staff hired or contracted specifically for the Event;
- (H) Directional signage;
- (I) Event insurance;
- (J) Credentials;
- (K) Production costs, including staging, rigging, sound, lighting, video ribbon boards, video screens, tv monitors, and LED boards including freight and shipping of production items;
- (L) Food provided on-site to Event participants or other personnel necessary to conduct the event;
- (M) Expenses related to health screening and safety protocols for event participants, staff and attendees;
- (N) Photographer, videographer and/or webcaster;
- (O) Transportation for event participants and staff; and
- (P) Travel expenses, including lodging, automobile mileage, rental car, and commercial airfare for event participants or other similar person directly related to the conduct of the event, provided that said individual does not reside in the events market area;
- (Q) Data and telecommunication services provided at the facility for the event;
- (R) Additional electrical services provided at facility for the event; and
- (S) Freight costs for shipping event related items to and from the event site.

(iii) The City is responsible for distributing the Total Fund Amount to reimburse first to VFW, second to COMPANY for the expenses incurred as set forth in Section 5 above.

(iv) VFW and COMPANY must provide invoices to the City for expenses incurred for the Event. VFW and COMPANY must provide any supporting expense documentation as required by the City or as requested by the EDT to the full satisfaction of both the City and the EDT for the Event. The City will make payment(s) to VFW and COMPANY, as applicable, within thirty (30) calendar days after receipt of such payment from the EDT in accordance with the

terms of this Agreement. The City will be responsible for dealing with the EDT with respect to disbursements from the Fund and distributing the Total Fund Amount in accordance with the terms of this Agreement.

(v) Any payments to VFW and COMPANY as set forth in this Agreement are limited to the maximum amount available from and approved for eventual distribution from the Fund established for the Event and must be eligible for payment by the Act. Under no circumstances will the City be obligated to VFW or COMPANY for more than that maximum sum when, and if, received from the Fund for the Event. VFW and COMPANY will not seek, and will not be entitled to, payment from the City for any costs not distributed by the EDT from the Fund established for the Event.

6. COMMITMENT OF VFW.

Not later than five (5) business days after moneys in the Fund have been distributed in accordance with Section 5 above, VFW will pay the City an amount equal to the City Remittance.

7. DOCUMENTATION.

(a) VFW and COMPANY will cooperate with the City in documenting costs incurred by VFW and COMPANY for the Event to evidence the Permissible Uses.

(b) VFW and COMPANY hereby certifies and warrants that all documentation submitted to the City fully and accurately represent the actual costs incurred by VFW and COMPANY in hosting, preparing, and conducting the Event and is consistent with the Permissible Uses under the Act. VFW and COMPANY is liable to the City for any damages resulting from a breach of this section. This section will survive the expiration or termination of this Agreement.

8. NON-EXCLUSIVE REMEDIES.

Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy is cumulative and in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by a party of its obligations hereunder may be inadequate in view of the complexities and uncertainties in measuring the actual damages which would be sustained by reason of either party's failure to comply fully with each of such obligations. Accordingly, the obligations of each party hereunder are expressly made enforceable by specific performance. If it becomes necessary for any party to this Agreement to bring suit to enforce or interpret the provisions hereof, the prevailing party to such suit will be entitled to its reasonable and necessary attorney's fees and costs.

9. TERMINATION FOR CAUSE.

The City may terminate this Agreement if either VFW or COMPANY fails to comply with any term, provision, or covenant of this Agreement in any material respect. If an event of default occurs, City will give written notice that describes the default in reasonable detail. The defaulting party must cure such default within thirty (30) calendar days after receiving notice from City, unless otherwise agreed to in writing. If the Event is cancelled for any reason, then this Agreement will terminate immediately and the City will not be held responsible or liable for its obligations hereunder.

10. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and this Agreement will be liberally construed so as to carry out the intent of the parties to it.

11. NOTICES.

Any notice, request or other communication required or permitted to be given under this Agreement will be given in writing by delivering it against receipt for it, by depositing it with an overnight delivery service or by depositing it in a receptacle maintained by the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective parties at the addresses shown herein (and if so given, will be deemed given when mailed). Notice sent by any other manner will be effective upon actual receipt by the party to be notified. Actual notice, however and from whomever given or received, will always be effective when received. Any party's address for notice may be changed at any time and from time to time, but only after thirty (30) days' advance written notice to the other parties and will be the most recent address furnished in writing by one party to the other parties. The giving of notice by one party which is not expressly required by this Agreement will not obligate that party to give any future notice.

City:
City of Fort Worth
Attn: Director, Public Events Dept.
200 Texas Street
Fort Worth, TX 76102

CROSSFIT, LLC:
Attn: Marshall Brenner
General Counsel
3623 Crossings Drive, Suite 223
Prescott, AZ 86305

with copies to:

the City Manager and
the City Attorney
at the same address

VFW:

Visit Fort Worth
Attn: Bob Jameson
111 W. 4th Street, Ste. 200
Fort Worth, Texas 76102

12. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended; provided, however, that any future Charter or ordinance amendment will not be deemed to modify, amend, or negate any provision of this Agreement.

13. GOVERNMENTAL POWERS.

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

14. NO WAIVER.

The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. VENUE AND CHOICE OF LAW.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement will be construed in accordance with the laws of the State of Texas.

16. NO THIRD-PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the Parties, and any lawful assign or successor of VFW or COMPANY, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

17. FORCE MAJEURE.

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party

so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance will be extended for a period of time equal to the period such party was delayed.

18. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement will be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

19. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

20. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties, and any lawful assign and successor of VFW and COMPANY, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

21. COUNTERPARTS.

This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other party by digital scan or facsimile and such scanned or facsimile execution will have the full force and effect of an original signature. All fully executed counterparts, whether original executions or scanned or facsimile executions or a combination, will be construed together and will constitute one and the same agreement.

22. AMENDMENT.

No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

23. INDEMNIFICATION AND RELEASE.

(a) **COMPANY AND VFW COVENANT AND AGREE TO AND DO HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT THEIR OWN EXPENSE, CITY FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, LIENS, LOSSES, EXPENSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, DEMANDS, DAMAGES, LIABILITIES, OR SUITS OF ANY KIND OR NATURE,**

INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY OR MONETARY LOSS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY REPRESENTATIONS OR MISREPRESENTATIONS BY COMPANY OR VFW, RESPECTIVELY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, PARTNERS, AND REPRESENTATIVES IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT.

(b) IF ANY ACTION OR PROCEEDING IS BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, COMPANY OR VFW, AS APPLICABLE, ON NOTICE FROM CITY, MUST DEFEND SUCH ACTION OR PROCEEDING, AT THEIR OWN EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY.

(c) IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND WILL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION WILL CONTINUE IN FULL FORCE AND EFFECT.

(d) This section will survive the expiration or termination of this Agreement.

24. AUDIT.

COMPANY and VFW agree that City and its internal auditor will have the right to audit, which includes, but is not limited to, the right to complete access to and the right to examine, the financial and business records of COMPANY and VFW that relate to the documentation provided to the City pursuant to this Agreement, including, but not limited to, all necessary books, papers, documents, records, and personnel, (collectively "Records") in order to determine compliance with this Agreement. COMPANY and VFW must make all Records available to City at 200 Texas Street, Fort Worth, Texas or at another location in City acceptable to both parties within thirty (30) calendar days after notice by City and will otherwise cooperate fully with City during any audit. Notwithstanding anything to the contrary herein, this section survives the expiration or earlier termination of this Agreement.

25. ASSIGNMENT.

Neither party hereto will assign or transfer its interest herein without prior written consent of the other party, and any attempted assignment or transfer of all or any part hereof without such

prior written consent will be void. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

26. AUTHORIZATION.

By executing this Agreement, VFW and COMPANY's agents affirm that each is authorized to execute this Agreement and that all representations made herein with regard to VFW's and COMPANY's identity, address, and legal status (corporation, partnership, individual, dba, etc.) are true and correct.

27. REVIEW OF COUNSEL.


The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or exhibits hereto.

28. ELECTRONIC SIGNATURES.

This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

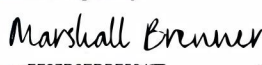
EXECUTED to be **EFFECTIVE** as of the date set forth Section 2 of this Agreement:

CITY OF FORT WORTH:

By: 
 By: William Johnson (Jul 18, 2024 11:47 CDT)
 William Johnson
 Assistant City Manager

Date: _____

CROSSFIT, LLC, a Delaware limited liability company

DocuSigned by:

 By: Marshall Brenner
 Marshall Brenner
 General Counsel

Date: 7/2/2024

**APPROVED AS TO FORM
LEGALITY:**

Taylor Paris

Taylor Paris
Assistant City Attorney

**FORT WORTH CONVENTION AND
VISITORS BUREAU, d/b/a Visit Fort Worth**
a Texas non-profit corporation

By: *Robert L. Jameson*

Robert Jameson
CEO

Date: 07/02/2024

ATTEST:

Jannette S. Goodall

Jannette Goodall
City Secretary



CITY OF FORT WORTH USE ONLY

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible
for the monitoring and administration of this contract, including
ensuring all performance and reporting requirements.

Christopher Roden

Christopher Roden
Sr. Public Events Manager