

ORDINANCE NO. 2014 - 42

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH REACH EVENT MARKETING TO SUPPORT THE AVP VOLLEYBALL TOUR PROMOTING ECONOMIC DEVELOPMENT AND MASON TOURISM ACTIVITIES IN THE AMOUNT OF \$35,000 FOR YEAR 2014, \$45,000 FOR YEAR 2015 AND \$55,000 FOR YEAR 2016

WHEREAS, the AVP Pro Beach Volleyball Tour began as a grassroots movement in 1983, and over thirty years has transformed into a global phenomenon debuting as an Olympic sport in 1996; and

WHEREAS, the Tour features the top American men and women competitors in the sport including Gold, Silver and Bronze Olympic medal winners. Players that have appeared in Mason include Olympic gold medalist Todd Rogers and Phil Dalhausser, three-time Olympic gold medalist Kerri Walsh Jennings, Olympic silver medalists Jen Kessy and April Ross, and Olympians Nicole Branagh, Jake Gibb and Sean Rosenthal; and

WHEREAS, Reach Event Marketing will host the Pro Beach Volleyball athletic games at the Lindner Family Tennis Center in Mason, Ohio and is committed to the strong potential for an extended commitment to retain the event in Mason; and

WHEREAS, the event contributes to a young, progressive quality of life in the City and can help position Mason with business and residential strategic initiatives such as attracting wellness activities and branding and talent attraction for company's workforce recruitment; and

WHEREAS, the contract includes the retainment of professional marketing and promotional services that will provide for the development of events and activities to further enhance programming, corporate wellness opportunities and memberships to City facilities driven by the workforce development and the creation of public private partnerships; and

WHEREAS, the continued retention, viability and success of the AVP Tour in the City of Mason is of great interest to the City of Mason as it brings with it high profile attention to the variety of prestigious athletic tourism venues in Mason, supports the goal of expanding the use of the Lindner Family Tennis Center with quality events, is family oriented, and expands the strong tourism offerings within the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, seven members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into an Agreement with Reach Event Marketing, that reflects items attached as Exhibit A to this ordinance.

Section 2. That the Finance Director is hereby authorized to pay Reach Event Marketing the payments set forth in the Agreement, as Reach Event Marketing, Inc. completes its obligations under the Agreement.

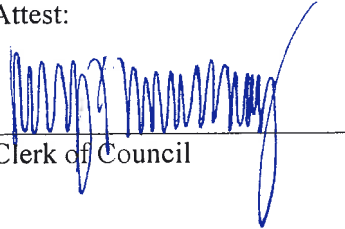
Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 9th day of June, 2014.



Mayor

Attest:



Clerk of Council

**AGREEMENT BETWEEN THE CITY OF MASON
AND REACH EVENT MARKETING, LLC.**

This Agreement ("Agreement") is by and between the City of Mason, Ohio, an Ohio municipal corporation ("Mason"), and Reach Event Marketing, LLC. ("REM").

WHEREAS, REM will host the 2014 year of Pro Beach Volleyball athletic games, which for the term of this agreement shall be known as the 2014 AVP Cincinnati Open at the Lindner Family Tennis Center in MASON, OHIO, and is making a good faith commitment to keep the event in Mason through 2016 with the potential for an extended commitment from the City of Mason for doing so; and

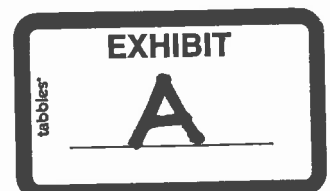
WHEREAS, the City of Mason, and the regions surrounding it, has benefited from the production of this annual professional pro volleyball event since 2005, including financial impact to the regional economy, annual contributions to community and philanthropic organizations; and

WHEREAS, the continued retention, viability and success of the AVP Pro Beach Volleyball Tour in the City of Mason is of great interest to the City as it brings with it high profile attention to the variety of prestigious athletic tourism venues in Mason, supports the goal of expanding the use of the Lindner Family Tennis Center with quality events, is family oriented, and attracts a young professional demographic to Mason that is a sought after workforce for Mason companies; and

WHEREAS, the City Manager of the City of Mason has been authorized to enter into this Agreement on behalf of the City of Mason, and Robert Slattery, President of REM has been authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the economic, progressive community development, and tourism benefits to the City of Mason recited above and the mutual representations hereinafter contained, Mason and REM agree as follows:

1. Subject to the terms and conditions set forth herein, Mason shall pay REM the sum of \$35,000.00 for 2014, \$45,000 for 2015 and \$55,000 for 2016 and provide a sand storage area for each year of this Agreement located at the Golf Center at Kings Island. The annual payments shall be due on July 1 each year. The performance of both parties as it pertains to the 2014 AVP Tour is subject to the AVP Pro Beach Volleyball Tour, Inc.'s continued approval to hold the event in Mason, Ohio, and AVP's continued approval of REM as the host/promoter and continued approval from Tennis for Charity, Inc., to use the Linder Family Tennis Center.
2. The obligations of Mason set forth herein shall be subject to the fulfillment of each of the following conditions, unless waived by Mason:
 - (a) REM shall hold the AVP Mason Pro Beach Volleyball Tour within the City of Mason, in 2014 (August 28 through August 31, 2014) and in 2015 (dates to be determined); and in 2016 (dates to be determined).
 - (b) REM shall use Mason within the location of the event, the name shall be "AVP Cincinnati Open at the Lindner Family Tennis Center, MASON, Ohio"; and



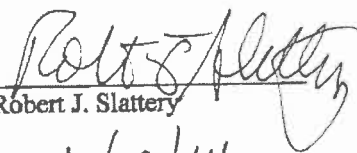
- (c) REM shall designate Mason as a co-sponsor of the Event, and Mason shall receive the ("Benefits") outlined within this agreement as Exhibit A, for the purpose of advocating economic development and marketing objectives, none of which shall be sold or offered for sale by Mason, in connection with the event; and
3. The signatories of this Agreement hereby represent and warrant to the parties, and to one another, that they have the authority to bind their respective entities to this agreement.
 4. REM shall not assign its rights and/or obligations hereunder without the prior written consent of Mason, provided Mason shall not assign its rights and/or obligations hereunder without the prior written consent of REM. Notwithstanding the foregoing, it is hereby approved that said rights can be assigned by REM to Eventz for Charity, Inc. an Ohio 501(c)(3) nonprofit corporation.
 5. Neither REM nor Mason shall have rights to artwork, trademarks or logos or any other Intellectual Property of the other. Both parties must approve (in advance of use) all artwork, which uses the Intellectual Property of the other party. REM shall have the sole discretion to place advertisements in any media outlet it deems appropriate and final review, approval and ability to edit any editorial provided to REM by Mason. It is understood that REM is not providing any graphics, artwork, advertisements, editorial or the like and further all of the aforementioned shall be provided by Mason to REM.
 6. REM and Mason shall be and act as independent contractors in connection with this Agreement. This Agreement shall not create a joint venture partnership, employer/employee or similar relationship between the parties. REM and Mason hereby acknowledge and agree that neither party has nor will give the appearance or impression of having any legal authority to bind or commit either party in any way.
 7. Should either party to the Agreement be materially hampered, interrupted, interfered with or prevented from the performance of its obligations hereunder for reasons beyond either party's control, including, but not limited to, epidemic, fire, action of the elements, strike, walkout, labor dispute, third party breach, governmental order, court order, or order by any other legally constituted authority, act of God or public enemy, war, riot or civil commotion, it is understood and agreed that neither party will have any claim of any kind or nature against the either party relating to such obligations provided that either party provides prompt written notice of the force majeure condition to the other party as soon as it is practicable to do so.
 8. Mason agrees to carry and keep in place a policy of commercial general liability insurance related to this agreement and any advertisements, artwork, editorial or the like produced, distributed, and/or provided by Mason to REM, with coverage amounts of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Mason further agrees to name REM as an additional insured and provide a certificate of insurance verifying such.
 9. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, and all of which when taken together shall constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties.
 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the laws and ordinances of the City of Mason including but not limited to the City's earnings tax requirements.

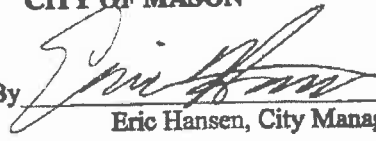
11. This Agreement and (unless otherwise provided) all amendments hereof and waivers and consents hereunder shall be governed by the laws of the State of Ohio.

12. This Agreement supercedes all prior agreements among the parties with respect to its subject matter, is intended as a complete and exclusive statement of the terms of the agreement among the parties with respect thereto and cannot be changed or terminated except by a written instrument executed by the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, Mason and REM have each caused this Agreement to be duly executed in their respective named, all as of the date set forth below.

REACH EVENT MARKETING, LLC. CITY OF MASON

By 
Robert J. Slattery

By 
Eric Hansen, City Manager

Date: 5/23/14

Date: 5/23/14

Exhibit A

BENEFITS to PARTNER

- Category Exclusivity: Event Location
- Good Faith Commitment to retain the tournament in Mason through 2016. Sponsorship is only applicable to the event being held in Mason.
- Branding – the City of Mason will be included on promotional/marketing pieces/materials, advertisements, video and audio, signage and banners on the site, subject to deadlines. REM shall use Mason within the location of the event, the name shall be “AVP Cincinnati Open at the Lindner Family Tennis Center, MASON, Ohio.”
- AVP Tour Logo and event logo for use in the local market
- Co-Sponsor recognition on the AVP.com web portal event page (Possible hyperlink)
- Co-Sponsor recognition through the AVP’s social media platforms
- Logo placement and recognition across the event foot print (Static A- Frames/ ball stops) (all signage costs to be incurred by co-sponsor)
- On site 10x20 tent to showcase and promote the Mason Community Center & Golf Center if so desired.
- Four (4) copy reads recognizing the city of Mason each day of the tournament
- 4 Annual promotional opportunities in the REACH Magazine (Zone 5/50,000 Households – 45040,45069,45011,45044, & 45050) publication promoting Community Center, Golf Center or other City of Mason activities and events.
- Up to \$3,000 for economic recruitment and retention efforts during the Western Southern Open Tennis Master Series in Mason.
- Annual contribution for the development of an event/activity or other venue with the purpose of providing young adults networking opportunities and driving workforce development in Mason.
- 160 General Admission Section tickets for the tournament
- 20 Mason Club AVP tickets per session for the entirety of the event
- Designated seating/area will be branded the “Mason Club AVP,” which includes a banner fixed to a tented structure (banner cost to be incurred by co-sponsor).
- City of Mason will have the opportunity to utilize the AVP Veranda (second floor mezzanine area of the tennis stadium) to host an economic development event, Friday night, from 5:00 PM – 9:00 PM. The City of Mason would be permitted to secure a caterer of preference for this event (all catering costs to be incurred by co-sponsor).