

ATTACHMENT A

****DRAFT SUBJECT TO APPROVAL BY CITY COUNCIL OF THE CITY OF PASADENA****

[ROSEBOWL LETTERHEAD]

Los Angeles 2024 Exploratory Committee
10960 Wilshire Blvd, Suite 1050
Los Angeles, CA 90024
Attention: Casey Wasserman, Chairman

Re: Venue Use Guarantee - Los Angeles 2024 (G2.20 / Stage 2 Candidature Questionnaire Olympic Games 2024)

Dear Casey,

The Rose Bowl Operating Company ("Venue Operator"), on behalf of the City of Pasadena ("Venue Owner"), fully endorses the Candidature of the City of Los Angeles ("City") for the 2024 Olympic and Paralympic Games ("Games"), and provides, herewith, to Los Angeles 2024 Exploratory Committee ("Candidature Committee") this guarantee ("Guarantee") for the purpose of submitting its candidature file, as requested by the International Olympic Committee ("IOC"). Venue Operator also agrees to abide by the terms of the Host City Contract (including the Olympic Charter) as it may apply to this Guarantee and any other definitive documentation relating to the Host City Contract or this Guarantee (including the Venue Use Agreement (as defined below)) to which the Candidature Committee, Venue Operator and/or Venue Owner may mutually agree in writing.

We are honored to have the opportunity to host Games events in our venue, the Rose Bowl (as further depicted in the red bounded areas identified on Appendix A, the "Venue"). The Rose Bowl is controlled by Venue Operator pursuant to a [describe agreement] with Venue Owner expiring in [2040]. As the operator of the Venue, vested with all powers of representation required, Venue Operator hereby guarantees the use of the Venue for the purposes of the preparation for and conduct of the Games, including the relevant Test Events consistent with the Minimum Terms of Guarantee (as defined below), and agrees to take all reasonable measures and grant all consents that are within the reasonable authority or control of Venue Operator as may be necessary to fulfill this Guarantee.

This Guarantee relates to the requirements of the IOC as specified in G 2.20 as set forth in Stage 2 of the Candidature Questionnaire Olympic Games 2024.

MINIMUM TERMS OF GUARANTEE

This Guarantee is provided by Venue Operator under the following terms ("Minimum Terms of Guarantee"), which shall form the essential basis and be subject in all respects to the final terms and conditions of the definitive agreement that is expected to be entered into between Venue Operator, and the Los Angeles Organizing Committee for the Games ("OCOG") (and other third parties, as necessary) further detailing the conditions of use of the Venue for the Games ("Venue Use Agreement"):

i) In this Guarantee:

a) EXCLUSIVE USE PERIOD for the Venue means the period from 05 July 2024 to 08 August 2024, as well as other period(s) (to be defined by mutual agreement of the OCOG and Venue Operator at a later stage pursuant to the Venue Use Agreement), including, without limitation, for the holding of test events ("Test Events").

b) NON-EXCLUSIVE USE PERIOD means the period from 15 June 2024 to 12 July 2024, as well as other period(s) (to be defined by mutual agreement of the OCOG and Venue Operator at a later stage pursuant to the Venue Use Agreement).

ii) This Guarantee includes the exclusive use of the Venue for the Games for the EXCLUSIVE USE PERIOD, in consideration for such payments, reimbursements and/or offsets as further described on Appendix B ("Consideration"). The Consideration is inclusive of all taxes and fees when assessed, imposed, or otherwise incurred.

iii) The Consideration under clause (ii) above is inclusive of:

a) any remuneration, expenses and other costs related to any Venue Operator staff, personnel and other service providers who will work in, or provide services to, the Venue, at the option and under the direction of the OCOG, during the Games, provided that the OCOG will pay or reimburse the Venue Operator or Venue Owner (as applicable) for all reasonable, documented out-of-pocket event-related expenses (including event-relating staffing costs and expenses) incurred by the Venue Operator or Venue Owner in connection with hosting the Games;

- b) any remuneration, expenses and other costs related to any equipment or furnishings, including without limitation function spaces, located in the Venue and used, at the option of the OCOG, during the Games;
- c) an irrevocable and unlimited license to the OCOG and the IOC to be provided in the Venue Use Agreement, including a right to sub-license, to use the name, image, branding and/or designs (including any material derived therefrom) of the Venue for commercial and non-commercial purposes in any and all current and/or future media in connection with the Games, free from any third-party rights and/or any further charges; and
- d) any remuneration, expenses and other costs related to any actions as required to ensure that the terms of the "Clean Venue Appendix" attached as Appendix C is fully respected during the EXCLUSIVE USE PERIOD and at such other times as are set forth in the Venue Use Agreement.
- iv) All costs of owning and maintaining the Venue that would otherwise have been incurred in the absence of the Games (including all overhead, insurance costs, property taxes and costs of utilities and other services that would have been consumed in the absence of the Games) will be borne by Venue Owner or Venue Operator. All event-related operational costs incurred in connection with the production of the Games (including, but not limited to, the costs of constructing overlay or Games-related improvements, the costs of any increase in the consumption of utilities or cleaning and waste management services, and the costs of any increased security measures) and any municipal services (e.g., cleaning, maintenance, police, fire, transportation, public works and building and safety) above and beyond the general provision of the normal and customary level of municipal services during the EXCLUSIVE USE PERIOD are not included in the Consideration and will be payable separately by the OCOG under the terms of the Venue Use Agreement.
- v) This Guarantee further includes non-exclusive access to the Venue, at no cost to the OCOG, during the NON-EXCLUSIVE USE PERIOD for constructing and installing preliminary overlay works, implementing a phased move-in to and move-out of the Venue, restoring the Venue to their original condition (ordinary wear and tear excluded), and such other uses as may be reasonably requested by the OCOG (including with respect to clauses (vi)(a)-(b) below), as will be further described in the Venue Use Agreement.

vi) Venue Operator undertakes that it will take the following actions:

a) facilitate site and infrastructure visits, at reasonable times and intervals, during the period commencing upon the election of the Host City through the conclusion of the Games, for the IOC, International Federations ("IFs") and the host broadcaster of the Games ("Olympic Broadcasting Service" or "OBS") (and/or their duly authorized partners, consultants and contractors) to check the readiness of any sites and infrastructure;

b) facilitate the access of OCOG staff and other representatives, and other Games delegations (including Athletes and National Olympic Committees representatives), at reasonable times and intervals, to the Venue for specific period(s) of training and venue familiarization; and

c) grant all rights and take all actions as required to ensure that the terms of the "Clean Venue Appendix" attached as Appendix C is fully respected during the EXCLUSIVE USE PERIOD and at such other times as are set forth in the Venue Use Agreement.

vii) The Venue will be provided to the OCOG in a clean and fully operational condition, consistent with the current use of the Venue (including any planned upgrades as determined at the time of issuing this Guarantee and which are described in Appendix D to this Guarantee and referred to herein as "Planned Upgrades"). Other than as required by law or as set forth in Appendix D, Venue Operator shall not make or permit any substantial modifications or alterations to the Venue that would materially impact the OCOG's expected use of the Venue for any permitted use relating to the Games (including for any planned temporary facilities) at any time prior to the start of the EXCLUSIVE USE PERIOD (including any changes to the capacity, size or layout of, or access points to, the Venue) without the prior written approval of the OCOG, which shall not be unreasonably withheld, delayed or conditioned. The terms or effect of this Guarantee will not be affected by any such modification or alteration project.

viii) Venue Operator acknowledges that it is the goal of the OCOG and the IOC to encourage and support a responsible concern for environmental issues, to promote sustainable development and operation in sport and to require that the Games are conducted in a manner consistent with these values. To that end, Venue Operator agrees to cooperate with the OCOG in its efforts to reduce waste, increase energy efficiency, conserve water and other resources and minimize pollution.

- ix) Venue Operator is responsible for ensuring that the Venue Owner and all other persons or entities (such as concessionaires, contractors, sport leagues, clubs, etc.) involved in the operations of the Venue fully comply with the terms and conditions in this Guarantee and the Venue Use Agreement, and Venue Operator agrees to take all reasonable and necessary steps to that effect.
- x) Venue Operator guarantees that, should the ownership of the Venue or the Venue Operator change prior to the conclusion of the EXCLUSIVE USE PERIOD, all terms of this Guarantee will be transferred to, assumed by and fully binding upon the future owner(s)/operator(s).
- xi) Venue Operator further agrees the following :

- a) This Guarantee shall constitute a binding and legally enforceable commitment of Venue Operator for the sole and exclusive benefit of the Candidature Committee and the OCOG and no other party. For the avoidance of doubt, from and after the execution of a Venue Use Agreement (if any), the Venue Use Agreement shall control.
- b) The entry into force of this Guarantee is conditioned upon the election of the City as Host City for the Games. In case the City is not elected, all terms contained herein shall become automatically null and void and Venue Operator shall be released from all its obligations hereunder and the Candidature Committee shall not be liable for any compensation or other payments to Venue Owner or Venue Operator.
- c) Venue Operator acknowledges that the OCOG will be formed after the election of the City as Host City of the Games and that all rights of the Candidature Committee and all obligations of Venue Operator pursuant to this Guarantee shall be automatically transferred to the benefit of the OCOG without any modification upon the formation of the OCOG.
- d) Except as set forth in the immediately preceding clause (xi)(c), this Guarantee may not be assigned by either party and is governed by the internal laws of the State of California.

[SIGNATURE]
[Venue Owner]

Appendices

- Appendix A** Venue Map (including the physical borders of the property or the spaces required for the extent of this agreement)
- Appendix B** Consideration
- Appendix C** Clean Venue Appendix
- Appendix D** Planned Upgrades

DRAFT

Appendix A
Venue Map
(Attached)

DRAFT

**Appendix B
Consideration**

For and in consideration of the economic benefits to be derived by Venue Operator and its representatives and affiliates from the hosting of the Olympic Games, all license, use and other fees and compensation for the exclusive use of the Venue for the Games for the EXCLUSIVE USE PERIOD, and other rights, licenses, properties and services (as further described in the Guarantee) provided to or for the benefit of the OCOG by Venue Operator under this Guarantee are hereby waived. Notwithstanding the foregoing, the parties acknowledge that the OCOG may require certain capital improvements to the Venue to host the Games in accordance with IOC, IF or broadcasting requirements. Accordingly, the parties will memorialize such capital improvement requirements in the Venue Use Agreement.

DRAFT

**Appendix C
Clean Venue Appendix**

As part of the guarantees submitted to the IOC granting the OCOG the right to use the Venue in the period leading up to and during the Games, the Candidature Committee must ensure that for each proposed Venue, the following terms and conditions are agreed to by Venue Operator, on behalf of itself and Venue Owner.

1. Signage

Venue Owner and Venue Operator grant the OCOG the right to have:

- Exclusive use of all indoor and outdoor signage at the Venue as well as signage in areas adjacent thereto and under the control of Venue Owner or Venue Operator; and
- Exclusive control of all Venue naming rights and signage (including but not limited to the right to re-brand or cover existing signage). The undersigned further undertakes to comply with the IOC's requirements related to naming rights (including rules related to the treatment of non-commercial names, names of individuals, and commercial or corporate names) for the Venue from the date of election of the Host City to the conclusion of the Paralympic Games.

2. Retailing and concessions

Venue Owner and Venue Operator grant the OCOG the right to:

- Be the sole and exclusive manager and operator of merchandise retail outlets and food/beverage concessions at the Venue;
- Sell Olympic and Paralympic merchandise at retail outlets and food/beverage concessions services, facilities and outlets;
- Access all merchandise retail outlets as well as food and beverage products in the Venue; and
- Use staff of its choice and dress such staff in uniforms of its choice to operate the merchandise retail outlets and food/beverage concessions.

3. Ticketing and hospitality

Venue Owner and Venue Operator grant the OCOG the exclusive right to:

- Manage and sell tickets and hospitality in relation to the Games for the Venue;
- Manage and sell suites and specialty seats in relation to the Games for the Venue; and
- Throughout the term of the Venue Use Agreement, neither Venue Owner nor Venue Operator shall subject the OCOG to any taxes or parking charges at the Venue in relation to the sale of the aforementioned.

4. Broadcasting and Sponsorship

Throughout the term of the Venue Use Agreement, Venue Owner and Venue Operator agree that the IOC and/or the OCOG has the exclusive right to sell broadcast, sponsorship or any other multimedia rights in relation to the Games being held at the Venue.

5. Exclusive use of Olympic Marketing Partners' products

Venue Owner and Venue Operator agree that the OCOG shall have the right to exclusively use products and services of Games marketing partners at the Venue (and re-brand existing products and services, to the extent necessary to respect the exclusive rights granted to Olympic and Paralympic sponsors), including but not limited to the following product categories:

- Payment systems (including but not limited to credit card acceptance, automated teller machines (ATMs) and telephone payment systems) in relation to all sales occurring at the Venue related to the Games;
- Non-alcoholic and alcoholic beverages;
- Audio-visual equipment including but not limited to video boards and speakers; and
- Timing, scoring and on-venue results equipment including but not limited to scoreboards.

6. No use of Olympic marks

Venue Owner and Venue Operator agree that, at no time, shall it have the right to use any Olympic or Paralympic marks, symbols, terminology or derivatives thereof, unless permitted by the IOC or IPC, in writing.

7. Brand protection and anti-ambush assistance

Throughout the term of the Venue Use Agreement, Venue Owner and Venue Operator agree to assist the OCOG to combat attempts of ambush marketing by advertisers at the Venue who are not Olympic or Paralympic sponsors but develop advertisements for use at the Venue that may, implicitly, suggest that they are sponsors of the Games. All costs to enforce any trademark/copyright violations shall be borne by the OCOG.

DRAFT

**Appendix D
Planned Upgrades**

[To be provided.]

DRAFT

ATTACHMENT B

[City of Pasadena Letterhead]

September __, 2016

Thomas Bach
President
International Olympic Committee
Château de Vidy
1007 Lausanne
Switzerland

Re: Candidature Questionnaire Olympic Games 2024 – Stage 2 (G2.2, 2.3, 2.11, 2.13, 2.25, 2.31 and 2.32)

Dear Mr. President:

This letter is in connection with the Candidature File for the City of Los Angeles, in response to Section 2.4 of the Candidature Questionnaire Olympic Games 2024 (G2.2, 2.3, 2.11, 2.13, 2.25, 2.31 and 2.32). The City of Pasadena (the “Venue City”) is honored to participate as a venue city in connection with Los Angeles’ candidature for the 2024 Olympic and Paralympic Games (the “Games”).

I offer my enthusiastic support on behalf of the City of Pasadena for Los Angeles’ candidature to host the Games, and am thrilled that Los Angeles is working with the City of Pasadena to host Games events in Pasadena.

The diversity of our region and people makes Los Angeles, and surrounding venue cities such as Pasadena, a spectacular location to host the world, and Pasadena stands ready to partner with the City of Los Angeles in this endeavor.

I hereby confirm, on behalf of the City of Pasadena, as follows:

With respect to Guarantee 2.2 of the IOC Questionnaire:

- Subject in all respects to the First Amendment of the U.S. Constitution, the Venue City hereby confirms and undertakes, to the maximum extent of its authority, that no major public or private event, conference, or other meetings that would require a significant investment of the Venue City’s resources to put on and which, as a result, could have an impact on the successful planning, organizing, financing and staging of the Games or their public and media exposure, will take place within the Venue City itself during the Games or during the preceding or following week, without the prior written approval of the IOC.

With respect to Guarantee 2.3 of the IOC Questionnaire:

- The United States Olympic Committee and City of Los Angeles, in letters provided in support of Guarantee 2.3, have comprehensively described the existing federal, state, and Host City legislation in place to protect the integrity of the Games experience for all Olympic stakeholders, including laws that will protect the IOC's rights and interests in relation to the Games.
- The Venue City confirms that appropriate legislation is in place in the Venue City to control unauthorized street trading within the vicinity of Games venues. Specifically, Code of Ordinances 12.12.090 makes it unlawful to use or occupy any public sidewalk in the city to display goods, wares or merchandise, or to use any wall abutting upon any public sidewalk, street, alley or passageway, for the display of goods, wares or merchandise, or to leave any goods, ware or merchandise upon any street or public sidewalk, except with a permit; and Code of Ordinances 3.24.110.A(12) prohibits within the limits of any of the public parks of the city, the civic center, or the grounds of the branch libraries or other municipal buildings the sale or offer for sale of any goods, merchandise, article or thing whatsoever, without the written consent of the city manager.
- To the extent additional efforts or measures are required within its jurisdiction, the Venue City shall work with the Organizing Committee for the 2024 Olympic and Paralympic Games to ensure protection of the IOC's rights and interests in relation to the Games.

With respect to Guarantee 2.11 of the IOC Questionnaire:

- The Venue City guarantees that it shall provide within the territorial limits of the Venue City, at the Venue City's cost and expense, the normal level and range of public services provided within the Venue City at large at the time of the Games. These include:
 - i. police
 - ii. fire
 - iii. transportation
 - iv. public works; and
 - v. building and safety.

With respect to Guarantee 2.13 of the IOC Questionnaire:

- The Venue City agrees that in cooperation with the City of Los Angeles, the Los Angeles 2024 Exploratory Committee, the OCOG and local, regional and national business, trade and service organizations, it will promote and encourage, to the extent permitted by law, the charging of ordinary and customary prices for goods and services associated with the 2024 Games within its territorial limits (including, but not limited to, hotel rates, restaurants and related services) for anyone attending the 2024 Games, including non-accredited spectators.

With respect to Guarantee 2.25 of the IOC Questionnaire:

- The Venue City guarantees, to the maximum extent of its authority, that, in addition to applicable federal and state laws, all venue construction and infrastructure development projects necessary for the organization of the 2024 Games within its territorial limits will comply with local planning, construction, protection of the environment, health and safety, labor, and anti-corruption laws. These include:
 - The Building and Construction Title of the Code of Ordinances (Title 14) (containing building codes);

- The Zoning Title of the Code of Ordinances (Title 17) (containing planning laws);
- The Equal Opportunity Section of the Code of Ordinances – Competitive Bidding and Purchasing Chapter, Revenue and Finance Title (Title 4, Chapter 4.08, Section 4.08.035) (containing anti-discrimination and anti-corruption protections);
- The Payment of a City Wide Minimum Wage Chapter of the Code of Ordinances – Business Licenses and Regulations Title (Title 5, Chapter 5.02) (containing labor regulations); and
- The Taxpayer Protection Article of the Pasadena Charter (Article 17) (containing anti-corruption protections).

With respect to Guarantee 2.31 of the IOC Questionnaire:

- The Venue City agrees that it will work with the OCOG on an agreement to make the operations of the Venue City's transport and traffic command and control operations available to support and to integrate those operations within the overall Games transport and traffic solution.

With respect to Guarantee 2.32 of the IOC Questionnaire:

- Consistent with the U.S. Department of Homeland Security's commitment to designate the 2024 Games a National Special Security Event, the Venue City guarantees and agrees to work with the International Olympic Committee, the U.S. Department of Homeland Security, and the OCOG to ensure a safe and peaceful celebration of the 2024 Olympic and Paralympic Games.

The City of Pasadena looks forward to continuing to work with the City of Los Angeles towards our shared objective of Los Angeles being selected to host the Games. Bringing the Games back to Southern California is a great opportunity for us to showcase our diverse and vibrant region to the world, and we stand ready to partner with the City of Los Angeles in this endeavor.

Sincerely,

THE CITY OF PASADENA

By: _____
TERRY TORNEK
Mayor, City of Pasadena