

AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of this 13 day of October, 2016 (the "Effective Date") by and between eXplore Lawrence, Inc., a Kansas non-profit corporation (hereinafter "EL") and Lawrence Sports Corporation, a Kansas non-profit corporation (hereinafter "LSC").

WHEREAS, LSC entered into an agreement effective May 1, 2016 with USA Track & Field, Inc., a Virginia non-stock corporation ("USATF Agreement"), to conduct the 2017 USATF National Junior Olympic Track & Field Championships ("Championships"); and

WHEREAS, EL's purpose is to promote, support, foster and develop programs which endeavor to increase general tourism and visitations to Lawrence, Kansas; and

WHEREAS, in support of its purpose, EL desires to provide financial assistance to LSC in support of the Championships and to further promote LSC's mission to attract and support sporting events for the benefit of our community.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by EL and LSC, and in consideration of the mutual covenants herein contained, EL and LSC do hereby agree as follows:

1. LSC shall be solely responsible for conducting the Championships, and agrees to provide monthly reports to the City Manager's Office. All revenue earned by or from the Championships shall belong to LSC.

2. EL shall pay LSC \$5,300.00 per month for 15 months. The first and last payment shall be made upon execution of this Agreement. Subsequent payments shall be made on or before the first day of each month thereafter.

3. The City of Lawrence, Kansas (the "City") has provided \$115,000.00 in sponsorship of the Championships. To date, EL has expended \$47,159.78 of said amount on the Championships. Upon execution of this Agreement, EL shall return the remaining \$67,840.22 to the City with instructions that the City should immediately make such funds available to LSC for any purpose related to or connected with the Championships.

4. If attorneys' fees or other costs are incurred to secure performance of any obligations hereunder, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection therewith.

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IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first above written.

EL:



Michael Davidson
Executive Director
eXplore Lawrence, Inc.

LSC:



Steve Schwada
President
Lawrence Sports Corp.

ACKNOWLEDGMENT

The undersigned, on behalf of the City of Lawrence, Kansas, hereby acknowledges receipt of the sum of \$67,840.22 in connection with the above Agreement. The City shall make such funds available to LSC at any time and from time to time, for any purpose related to or connected with the Championships, upon the City's receipt of an invoice or other reasonable documentation. The City has budgeted an additional \$35,000.00 to be paid in year 2017, and the City agrees to disburse such funds to LSC in the same manner.

CITY OF LAWRENCE

By: _____
Tom Markus, City Manager