

**INTERGOVERNMENTAL AGREEMENT FOR PLANNING AND
ADMINISTERING A HALF MARATHON AND 10K RACE
IN THE SOUTHWEST SUBURBAN AREA**

THIS INTERGOVERNMENTAL AGREEMENT for planning and administering a half marathon and 10k race within the southwest suburbs on May 7, 2017, including any exhibits hereto, is made and entered into as executed by the governmental units on the dates set forth beneath the respective signatures of their duly authorized officials, by and between the City of Palos Heights, the Village of Palos Park, and the Cook County Sheriff's Police.

WITNESSETH:

WHEREAS, State law authorizes the governmental units to enter into contracts or agreements with each other;

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) provides further authority for the governmental units to obtain and share services and to exercise or combine powers and functions not prohibited by law or ordinance; and

WHEREAS, the governmental bodies are ready, willing, and able to offer assistance for the planning, administering, establishing, and implementing a half marathon and 10k race through their jurisdictions.

WHEREAS, the governmental bodies endeavor to create good will, notoriety, recognition, generate additional commerce for the southwest suburbs, and create public awareness of the South West Special Recreation Association;

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Palos Heights, the Village of Palos Park, and the Cook County Sheriff's Police hereby agree, covenant, represent and undertake as follows:

ARTICLE I

1. A half marathon and 10k race will be conducted by Running for Kicks, 7158 W. 127th St., Palos Heights, Illinois, owned and operated by Mel Diab.
2. The race shall be managed by Chicago Special Events Management Company in accordance with the agreement attached hereto as Exhibit A.

3. The route for the foot race is set forth in Exhibit B but is generally described as follows:

"The start and finish to the race will be at Parliament Drive on Route 83, which is in front of the Palos Heights Police Department Building. The race will go west and continue on Route 83 until just before Route 171. Approximately 100 yards prior to Route 171 is the Cook County Forest Preserve parking lot for Camp Sagiwau. The runners will turn around in the parking lot and head back to the finish line, again at Parliament Drive in front of the Palos Heights Police Department building, certified as 13.1 miles."

ARTICLE II

1. The City of Palos Heights will be the lead agency for the obtaining of all Illinois Department of Transportation permits. All necessary procedures will be followed per IDOT permit requirements. Such as, notifications, traffic control plan, established detour routes, signage, waste removal, etc. Also, this agreement will be used for the IDOT permit application as notification to permit and approve the race in each domain/area.

2. It is expected for Route 83 to be closed from 76th Avenue to Route 171 from approximately 4:00 a.m. to 12:30 p.m. There is a three hour time limit on the race for all runners. Route 83 will be re-opened as soon as practicable with some parts of the race route opening prior to others.

ARTICLE III

All residents and businesses on the race route will be notified with a flyer delivered to their home or place of business prior to the race. Also, various types of media will be used to advertise the race to inform people of the race that day. Business/property owners will be notified of the race and the use of their parking lot for that Sunday morning. Arrangements will be made for all residents/businesses to leave and enter their home/business.

ARTICLE IV

Each of the participating governmental units shall be asked to cooperate and make available their services, grounds, vehicles, manpower, and equipment per individual agreement with race organizer Mel Diab, Running for Kicks. Any additional services, manpower, vehicles, and equipment needed to sufficiently accommodate the requirements of the race will be supplied by the race organizer, Running for Kicks, Mel Diab.

ARTICLE V

All costs and expenses related to the race shall be the responsibility of the race organizer, Running for Kicks. There shall be no cost to the governmental units, with the exception of the use of property, police, equipment, vehicles and public works services as shall be mutually agreed and provided by each.

ARTICLE VI

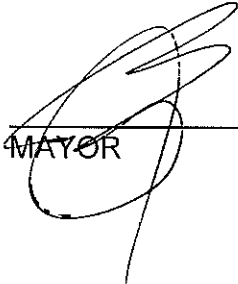
All governmental units shall be named as additional insured on the policy of insurance to be obtained by the race organizer. A Certificate of Insurance shall be given to each governmental unit. The insurance coverage will be \$2,000,000 for general liability and \$1,000,000 per incident.

ARTICLE VII

All clean-up costs and functions shall be the responsibility of the race organizer.

IN WITNESS WHEREOF, each of the participating government units have duly executed this Agreement, pursuant to authority granted to them by their respective governing body on the date set forth beneath the signatures.

CITY OF PALOS HEIGHTS


BY:  _____
MAYOR

ATTEST:

Thomas A. Kontas
By: *Patricia M. Sheppard*
CITY CLERK *Deputy Clerk*

DATED: *February 8, 2017*

VILLAGE OF PALOS PARK

BY: 
PRESIDENT/MAYOR

ATTEST:


VILLAGE CLERK

DATED: 2/27/2017

Letter of Agreement

Southwest Half Marathon & 10k

This Agreement (the "Agreement") is by and between RUNNING FOR KICKS (hereinafter referred to as "Client"), with a mailing address of 7158 W. 127th Street, Palos Heights, IL 60463 and CRSEM LLC (hereinafter referred to as "SEM") with a mailing address of 2221 W. 43rd Street, Chicago, IL 60609, for the Client to retain the services of SEM to consult, manage, provide equipment and services for the First Midwest Half Marathon and 10K (hereinafter referred to as the "Event"), an Event that is owned by the Client and scheduled for Sunday, May 7th, 2017.

Witnesseth:

WHEREAS, SEM manages events for not-for-profit and local business organizations; and

WHEREAS, Client desires to obtain management, production and administrative services from SEM as outlined within this agreement; and

WHEREAS, SEM has recognized expertise in managing and producing cause-related runs, walks; and

WHEREAS, SEM is recognized for the marketing of special events; and

WHEREAS, SEM will become a legally assigned agent for the client as it relates to the services described within this agreement; and

NOW THEREFORE, in consideration of the mutual representations and provisions made herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Event Specifics

Name of Event. Southwest Half Marathon & 10k.

Scheduled Date. The Event is scheduled pending permits and approval from municipal departments for Sunday, May 7th, 2017.

Scheduled Time. The Event is scheduled to start at 7:30 a.m.

Location. 76th Avenue and Route 83, Palos Heights, Illinois

Other. The Event will have pre-event set up on Saturday, May 6th, 2017 at a time mutually agreed upon.

Section 2. Definitions.

As used herein, the following terms shall have the following meanings:

- A. Consulting & Management. The time spent pre-planning the Event and executing the management of the plan on the day of the Event. The use of resources and knowledge in the management of the Event.
- B. Fees: Payments made for consulting time, third party services, rental equipment or the cost of goods and services.

- C. Event Planning. The method of creating a plan with details outlined to include but not limited to the following:
1. Mutually creating a working budget that incorporates projected expenses for the operations of the Event.
 2. Establishing a division of responsibilities between the Client and SEM to determine each party's role and obligation in the Event process.
 3. Creating a mutual timeline of duties that need to be executed prior to and on the day of the Event.
- D. Sponsors. A person, firm or company that financially supports the Event through a monetary commitment or trade and receives advertising benefits from its participation in the Event.
- E. Production Services. The services provided into the execution of the Event. These services include but are not limited to the ordering and placement of goods and services, setting up and operations of on-site equipment and the execution and processing of participants.
- F. Term. The term of this Agreement is set forth within this agreement and commences upon execution of this agreement and concludes upon final payment and execution of the deliverables set forth within agreement.

Section 3. Fees and Expenses.

- A. Client agrees to pay SEM a \$9,500.00 Event management fee, plus 18% of any cash sponsorships secured by SEM and for all reimbursable expenses agreed upon between the two parties and outlined within the Event budget. Any in-kind sponsors secured by SEM for the Event will be excluded from any commissions unless specific sponsor provides budget-relieving expenses. In-kind sponsors that provide budget relieving expenses will be commissioned at a 10% rate after a fair market value is determined between the Client and SEM.
- B. Event Management Fee. As compensation for services rendered in connection with the Event, Client shall pay SEM a base fee of \$9,500.00 (the "Base Fee") in the manner provided in Section 37. The Base Fee covers consulting time, during which SEM will complete those portions of the Event logistics and administrative services mutually agreed upon and as outlined in the Event timeline.
- C. Reimbursable Expenses. In addition to management fees invoiced to Client, Client shall reimburse SEM for all out-of-pocket expenses incurred by SEM on behalf of Client (collectively, the "Expenses"), including but not limited to permit fees, postage, photocopying, messenger services, data inputting, goods and services, staff or labor, transportation services, road closure equipment, portable restrooms, and any other expenses mutually agreed upon and set forth into the Event working budget. SEM agrees not to incur any individual reimbursable expense on Client's behalf more than \$250 or 10% more than the budgeted amount, without Client's prior approval. All expenses reimbursable to SEM shall be itemized and included in the invoices sent from SEM to Client as outlined under Section 35.
- D. Consulting Fees. In the event Client desires, additional consulting services from SEM that is outside the boundary of this agreement and an assigned fee for a specific service in not outlined within this agreement, Client acknowledges that the SEM hourly consulting fee is \$90.00 per hour. In the Event of such service, the parties will mutually agree on the service and estimated hours before execution of such service.

Section 4. Sales Commissions.

In the event SEM secures a cash sponsor for the Event with the approval of the Client, the Client agrees to pay SEM a 18% commission.

Section 5. Scope of Services.

Pre-Planning.

SEM will assign an Event manager to the project who will be the project manager. SEM shall work with the Client's appointed liaison to plan the Event, which shall include, but shall not be limited to, the following services: acquiring permits, developing a certified running course, creating an operating budget, identifying labor needs, preparing a time line and site plan, identifying transportation needs for equipment, identifying volunteers needs and product placement, preparing an Event day agenda, securing goods and services and preparing a day of Event operational plan.

A. Administrative.

Time Line: The SEM Event Manager will develop a schedule of deadlines regarding day of the Event logistics, pre-event ordering, mailings, merchandise pickups and other related services.

Site Selection and Course Layout: The Event manager will meet with the client concerning the site selection, start and finish locations and registration area. The manager will accompany the USA Track and Field Association (USATF) representative to review the proposed course and obtain USATF certification.

Permits: The parties will work together to prepare permit applications to all the appropriate municipal agencies for approval to stage the Event.

Budget: The parties will jointly facilitate the creation of an Event budget. SEM will provide a complete financial accounting of its expenses for the Event for the services, labor, goods and equipment provided by SEM for use at or in conjunction with the Event.

Online Registration: SEM's will execute online registration which include links from its website and e-newsletters. All income derived from on-line registration is posted into the Client's account monthly.

Credit Cards Transactions: All transaction will be posted less credit card and transaction fees.

Consultation: The assigned SEM manager and other managers with specialized experiences are available for consultation upon proper notification not less than 10 days to attend meetings to discuss the Event and or its needs. Under this agreement, Client is entitled to have a SEM representative attend up to six committee or planning meetings. In the event the Client exceeds its needs and Client requests additional meetings; each additional meeting time will be budgeted at \$125 per meeting.

Data Base Management: The parties will mutually determine the processing procedure for all Event registrations to ensure that the format used is compatible for timing and scoring purposes of the participants.

Volunteers: Client is responsible for the recruitment of all pre-event and Event-day volunteers. On-site, pre-event training and the placement of volunteers will be mutually managed by both parties.

Course Marshal Plan: SEM will prepare a course marshal plan. The SEM course marshal plan will outline duties and responsibilities of the course marshal volunteers, including expected time of arrival, total time commitment required and any special apparel that may be required.

Information Requests: The SEM website will be used as an additional outlet for information regarding the details of the Event as outlined within this agreement.

B. Preparing a Site Plan.

SEM will assist in formulating a site plan for the Event. The plan will include placement of services, registrations area, portable restrooms, aid station, on-site placement of tents, generators and other related services mutually agreed upon.

C. Preparing an Event Day Agenda.

SEM will write a logistics day of event agenda for its personnel provided to the Event. The agenda will include a list of personnel responsibilities to include but not limited to: start and finish line set-up; aid station set up; product and equipment deliveries; and placements of goods and services and the operations of the Event.

Event Coordination.

SEM will be responsible for the following coordination of the Event:

A. Solicitation of participants

- Place listings in Event related publications.
- Purchase advertising (if approved and budgeted by Client) in running or other related print publications.

B. Processing

- Create a computerized results program for timing purposes.

C. Event Logistics

- Setup site to Events specifications from the pre-planned site plan.
- Place and operate equipment.
- Setup up start and finish lines.
- Setup on-line registration.
- Setup a computerized timing system.
- Place Clocks at each mile location.
- Setup course directions with cones, arrows and mile markers.
- Setup course water stations with equipment and product.
- Provide general labor for specific areas of the Event.
- Coordinate with Client medical services to be on-site.
- Take delivery of supplies and transport to the Event site.
- Disassemble Event site equipment.
- Send Event supplies back to client after the Event.
- Prepare a post Event financial statement.

Section 6. Permits.

SEM will assist with permit applications to hold the Event. Permits are subject to review of the grantor and any fees and deposits associated with such permits will be paid by Client.

Section 7. Rental Equipment and Services.

SEM will act on behalf of the client as an agent when ordering goods and services from third party suppliers. SEM maintains insurance coverage with a \$2500.00 deductible, which covers all rental equipment used for all events operated by SEM personnel only. SEM will be responsible for the usage of this equipment unless the equipment is used directly by the Client, its employees or volunteers. Equipment used by any of the Client's designated workers or volunteer's remains the responsibility of the Client if loss or damage occurs during the usage of the rented or leased equipment.

SEM owns an array of equipment that is commonly used or needed for special events. Much of this equipment is specialized and unique. SEM will use this equipment for the Client on an as needed basis through its equipment services and mutually agreed upon and implemented into the budget.

Section 8. Warehousing and Storage.

SEM will allow Client to ship materials and goods to its warehouse free of charge 30 days before the Event. This service is provided for up to four skids of materials. Skids are 4' x 4' areas which are

restricted to four feet of height. SEM will hold such items and at Clients request will move those items to the Event site as necessary. After the Event, SEM will hold any unused items for a period of 15 days while arranging for merchandise to be returned to the Client, its sponsors or affiliates. Additional merchandise over 4 skids will be charged a weekly rate of \$15 per skid. If Client requests that SEM dispose of any such merchandise, SEM will charge Client a disposal fee of \$43.75 per 5 yards of waste being disposed. Long term storage rates are available upon request and under a separate quote and agreement. All incoming deliveries of merchandise are subject to labor fees for loading and unloading of merchandise.

Section 9. Transportation Services.

SEM is available for limited pickups and deliveries on a scheduled basis. The cost of a pickup or delivery is \$200.00 for a two-hour minimum unless a larger vehicle needs to be rented. If a larger vehicle is needed and is rented, Client will cover such cost as an expense to its Event. If multiple pickup or deliveries are needed and more than two hours is incurred in the process, the additional charge will be \$40.00 per hour after the initial two hours.

Section 10. Employee Wages.

SEM hires temporary labor for employment to work within various capacities of the Event. Such temporary personnel shall be charged to Client as a reimbursable expense subject to Client's approval at the rates listed immediately below. SEM shall always be responsible for the management and performance of such temporary personnel.

The rates listed below cover the cost of workmen's compensation insurance, general liability insurance, administrative expenses, federal, state and local taxes.

Average wages are as follows:

- A. Supervisor – Key Person: \$25.00 - \$30.00 per hour
- B. Data Inputting: \$22.00 per hour
- C. General Labor: \$23.00 - \$25.00 per hour
- D. Technicians: \$30.00 - \$35.00 per hour
- E. Cleaning Personnel: \$23.00 – per hour
- F. Security Officers: \$30.00 per hour
- G. Security Supervisor: \$35.00 per hour

* Security personnel are licensed, bonded and insured

Section 11. Volunteers.

Client is responsible for the recruitment of volunteers. Volunteer areas that need to be covered include but are not limited to:

- A. Registration
- B. Course Marshals
- C. Water Stations
- D. Refreshments

SEM will assist in dispersing volunteers to specific locations as mutually agreed upon. Both parties will mutually determine how many volunteers are needed for each specific area/location determined by planning meetings and the number of participants entered the Event.

SEM will make its best efforts to promote volunteer opportunities to its database and solicit volunteers for the Event. However, the manpower of volunteers needed for the Event is ultimately the responsibility of the Client.

Section 12. Mailings

If Client directs SEM to manage the mailing of participant forms, all cost associated with the mailing are to be paid directly by Client. If Client directs SEM to mail specific unique items from its office mailing charges are as follow:

- A. Postage: Cost of piece/parcel plus \$20 per hour for labor plus materials cost

Section 13. Registration Services & Fees

Client may elect for SEM to manage and staff the Event's registration process which includes but is not limited to:

- A. Pre-registration
- B. Race Day Registration
- C. Packet Pick Up

If SEM is managing the process, labor fees apply for services performed in the preparation of registration, for the time spent executing registration and for the time calculating all accounting that is associated with the collection of information as requested by the Client.

If Client chooses the SEM preferred platform for on-line registration and fees are processed, Client understands that additional fees per participant are applicable including credit card processing fees.

Section 14. Refreshments and Water

SEM will provide criteria for the amount of water needed for the Event based on a formula per person, distance of the Event multiplied by the total number of projected participants based on the standards set forth from USA Track & Field.

Client agrees to secure water and cups through its resources and or may elect to direct SEM to purchase water on its behalf which will be implemented into the Client's working budget. The parties will mutually agree how the product will be shipped to the location of the Event and if any storage might be required and if any associated cost is incurred.

Client is responsible for all refreshments provided to participants. Client may choose to direct SEM to purchase refreshments on Client's behalf which will be implemented into the Client's working budget.

Section 15. Media.

SEM is available for consultation regarding media promotion and purchasing. Client may request a "proposed" media plan from SEM with suggestions of placement for reach into the special events audience of the targeted consumer. Advertising where appropriate, will acknowledge SEM's name, service mark or logo as the management company of the Event.

Section 16. Website and E Newsletter.

Client will receive an Event listing on the SEM website and within its E-newsletter for a fee of \$300.00 which includes two Eblast insertions. Additional inclusions are rated at \$150 per additional insertion. This fee covers the cost of creating a webpage, providing in web format content, editing, updates and direct email processing fees. This initial fee covers inclusion for two emailing to the entire SEM 110,000 database. SEM will list the Event on its website to promote the Event and set up on-line registration for the Events dedicated page.

Within the web listing SEM will provide an Event description, directions to the Event site, list of corporate sponsors, links to the Client's page, its sponsors and registration information. After the Event, results will be posted on the website and provided to other industry sites within a reasonable amount of time

after the Event. The posting time will be dependant on the condition of data received and its ability to convert into the needed format.

Section 17. Graphic Design

SEM's in house graphic design charges are at the following hourly rates:

- A. \$115.00 per hour for design
- B. \$85.00 per hour for edits

Graphic design may include but is not limited to creating a logo, developing an Event brochure, developing marketing materials, creation of a sponsorship packet, formatting and sizing ads for magazines and newspapers, developing posters, flyers, postcards, creating billboards or website banners, developing specific sized banners and signage.

Section 18. Printing

Upon the Client's request SEM, can quote the Client on printing needs for the Event. Small print orders may be printed in house at SEM for Flyers and Posters. If Client directs SEM to order print services, SEM will manage the print process from layout, proofing to actual print completion.

Section 19. Calendar Releases & Public Relations Expenses

SEM upon the Clients request can provide two dimensions of Public Relations Services.

- A. Calendar Listings and Media Alerts: SEM will provide news sources with general information about the Event for the purposes of general listings. Closer to the Event (within 10 days) SEM will send a media alert to local Television News crews for consideration for coverage on its daily programs. The fee for this service is \$500.
- B. Public Relations Campaign: Client and SEM will mutually agree upon the goals and objectives of this campaign. This campaign may include but is not limited to the solicitation of a known personality to host or become a spokesperson for the Event, daily correspondence to news desk for consideration of coverage, multiple stories written with different media angles of interest, handling of personalities and or their managers. The fee for this service is \$100 per hour or the Client and SEM may agreement to a flat fee project expense.

Section 20. Event Signage.

The parties will mutually determine all signage that needs to be displayed at the Event including signage from corporate sponsors. All costs associated with the design and construction of banners for Client or its respective partners or affiliates shall be paid for by the Client. SEM is not responsible for any damage to signage that is part of normal usage for outdoor events which includes weather (wind, rain or mud), participant, spectator or public abuse, theft, loss or damage beyond the control of SEM.

Section 21. Insurance.

- A. SEM shall secure an overall Event insurance policy naming the event as a certificate holder and SEM as additionally insured in the aggregate amount of no less than \$2,000,000.00 and \$1,000,000.00 per occurrence.
- B. SEM will provide Client with proof of insurance for any of its services or goods brought to the Event.
- C. Both parties shall indemnify, defend and hold the other party harmless from any and all claims arising out of or in connection with any acts or omissions from their company, its officers, directors or employees, whether or not such acts or omissions amount to negligence.

- D. SEM maintains an insurance policy for money collection. This policy covers theft and loss up to \$50,000 per occurrence. SEM maintains a collection procedure that is accordance with its carrier. The theft and money collection policy is enforced only if SEM is collecting money on-behalf of client, supervising and managing collections.
- E. SEM maintains an auto insurance policy for coverage on vehicles owned, leased, rented or borrowed with respect to the operations of SEM workers for use during Event. Each vehicle used at the Event is covered under the SEM policy and an amount of \$25 per vehicle charged for this auto coverage per day.
- F. SEM maintains a worker's compensation policy for its employees as required by the State of Illinois.

Section 22. Further Assurance.

Each party to this Agreement, upon the request of any other party to this Agreement, will execute, acknowledge and deliver such further documents or instruments and perform such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

Section 23. Relationship of the Parties.

The parties are acting herein as independent contractors. Nothing contained within this agreement shall create or be construed as creating a partnership or joint venture. SEM shall act as an agent on behalf of the Client for its general Event consultation, vendor ordering, on-site production and municipal request as it pertains to the Event. The parties agree that neither entity shall have the authority to bind the other in any respect without prior approval between the parties. Client shall be solely responsible for all wages and worker's compensation coverage for its personnel participating in the Event. Sales taxes, if any, shall be the responsibility of the Client for any goods or services sold on-site.

Section 24. Client Responsibilities.

Under this agreement each party has accepted certain responsibilities that are deemed necessary to the execution and success of the Event. As further determined Client maintains all rights and duties to perform as desired under this agreement. For the mutual understanding that both parties are aware of its duties for this agreement the Client acknowledges the following responsibilities as part of this agreement. Therefore, Client will:

- A. Secure all the necessary volunteers needed for the Event as outlined in Section 11 of this agreement.
- B. Pay for all expenses of the Event as mutually agreed upon and jointly created as a working budget including in advance all required permit fees.
- C. Secure all refreshments and water necessary to produce the Event in accordance with USA Track & Field standards.
- D. Notify SEM which services it will be using that are part of this agreement to avoid cost, confusion or duplication of effort.
- E. Pay all on-line registration transaction and credit card fees.
- F. Not duplicate any files of SEM that are construed as proprietary.
- G. Notify SEM of any meetings that require attendance with a 10-day notice.
- H. Notify SEM of any goods being shipped directly to SEM and the expected arrival date.

- I. Provide a copy of your not-for-profit status and or copy of your current business license if applicable.
- J. Provide SEM with a copy of materials prior to printing to review for accuracy.
- K. Provide SEM with content information for website and email marketing.

Section 25. Successors and Assigns.

All the terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

Section 26. Entire Agreement and Modification.

This Agreement, the entire agreement, between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised, or terminated orally but only by a written instrument executed between the parties which enforcement of the amendment, revision, or termination is asserted. Any alleged amendment, revision or termination, which is not so documented, shall not be effective until received by the other party.

Section 27. Applicable Law.

This Agreement shall be governed by and construed according to the laws of the State of Illinois from time to time in effect.

Section 28. Force Majeure.

The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, terrorism, act of public enemies, action of federal, state or local governmental authorities or for any similar reason beyond the reasonable control of such party, shall not be deemed a breach of this agreement. However, if the force majeure event continues to affect SEM's performance for more than ten (10) business days, Client may immediately terminate this Agreement.

In the event of such termination SEM shall be entitled to 50% of its management fee plus reimbursement for any expenses already incurred and not recoverable by refunds.

Section 29. Collection/Enforcement Expenses.

If SEM retains the services of any attorney or entity to assist SEM in receiving payments of Fees or Expenses due under this engagement, Client shall reimburse SEM, on demand, for all costs and expenses SEM incurs (including but not limited to attorneys' and paralegals' fees) in collecting any such amounts.

Section 30. Limited Scope of Engagement.

SEM's engagement with Client is limited strictly to the items identified within this agreement. SEM has no other obligations to Client whatsoever. If client desires SEM's services in connection with the Event to include additional responsibilities including but not limited to equipment rentals, marketing or public relations services, other goods and services not part of this agreement, said additional services, are subject to SEM's then applicable fees. SEM and Client agree that any such products or services and any other rights or obligations cannot be the subject of an oral agreement but must be outlined in written correspondence. The Client acknowledges that SEM provides other consulting services at separate charges under applicable SEM agreements and that SEM will be free to conduct business with others, including competitors of Client.

Section 31. Client Assistance.

Client acknowledges that SEM will rely on information, which Client provides to SEM, and Client warrants that it shall provide complete and accurate information to SEM concerning Client's business operations. Client shall supply SEM with any additional information, which SEM requires to complete its obligations in connection with the Event, on a timely basis. Client's failure to provide SEM with complete, accurate information or failure to provide SEM information on a timely basis will result in delays of the Event.

Section 32. Prevailing Party and Right to Legal Fees.

In the event of any legal action under this letter agreement, the "party ultimately prevailing" in such proceeding shall be reimbursed, on demand, by the non-prevailing party, for all reasonable legal fees and costs which the party ultimately prevailing incurred because of such action, including fees and costs which relate to appeals. For purposes of this letter, the term "party ultimately prevailing" means the party, which is awarded the greater damages or other relief pursuant to a judicial determination by a court of last resort or by a lower court from whose final order, no appeal has been taken or the time for appeal has lapsed.

Section 33. Binding Agreement.

This letter constitutes the complete, binding agreement between the parties concerning the matters it addresses and supersedes all previous negotiations, agreements or representations, written or oral, between the parties in connection with the Event. In the event of any conflict between the terms and conditions of this letter and any other proposal, the terms of this letter agreement shall govern. The parties may amend this letter only through execution of a written instrument, which they both sign.

Section 34. Damage and Remedy Limitation.

SEM specifically disclaims and Client specifically waives any claims or remedies Client may have against SEM for direct, indirect, consequential, incidental or punitive damages of Client or any third party, including but not limited to damages arising due to the failure of the Event ultimately selected by Client or which arise pursuant to any tort (including negligence and strict liability, but excluding gross negligence and willful misconduct) or other theory of liability, or for any claim made against Client by any party, even if SEM has been advised of the possibility of any such claim in advance.

Section 35. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given if hand delivered or express mailed, signature requested.

(a) If to Client, as follow:

Running for Kicks
7158 W. 127th Street
Palos Heights, IL 60463
Attn. Mel Diab

And, (b) if to SEM, as follow:

CRSEM
2221 W. 43rd Street
Chicago, Illinois, 60609
Attn. Hank Zemola

Section 36. Right to Renew.

Client's right to renew this Agreement under similar terms, if any, is to be stated in writing and sent to SEM on or before September 1st, 2017

Section 37. Payments and Conditions.

Client agrees to the following

- A. SEM will collect the registration fees to be used to pay the event management fee and event expenses
- B. Outstanding budgeted expenses sales commissions (if applicable) and remaining management fees will be paid to the proper party after final accounting and review between the parties not later than thirty (30) days after the Event
- C. Should the Event be canceled due to weather conditions or any other reason beyond the control of SEM within thirty days of the Event, i.e. Acts of God, War, etc., Client will reimburse SEM \$5,000.00 of its management fee for administrative cost plus documented expenses already incurred and not recoverable by refunds. Should the Event be canceled within 7 days of the Event SEM will be entitled to its full management fee plus documented non-refundable expenses
- D. Termination of this agreement by client for any reasons other than non-performance or compliance by SEM shall require notice as specified in Section 35 and payment by client of any portions of the management fees yet unpaid to SEM and any expenses incurred to-date by SEM as a result of this agreement or termination thereof. Such payments shall be made within ten (10) days of the termination notice

AGREED AND ACCEPTED on this 31 day of JANUARY, 2017

RUNNING FOR KICKS

By: [Signature], Title: Director

CRSEM, LLC

By [Signature], HENRY R. ZEMOLA, Manager