

**AGREEMENT BETWEEN THE CITY OF
DELRAY BEACH AND MATCH POINT, INC.**

THIS AGREEMENT, made and entered into this 1st day of October, 2006, by and between the CITY OF DELRAY BEACH, FLORIDA ("CITY"), a Florida municipal corporation, and Match Point, Inc. ("MP"), a Florida corporation.

WITNESSETH:

WHEREAS, MP desires to promote an annual professional tennis event sanctioned by the ATP Tour, Inc. ("ATP") (the "Event") to be held at the Delray Beach Municipal Tennis Center; and

WHEREAS, the CITY is desirous of having the Event take place at the Tennis Center and will fully support and cooperate with MP in conducting a first class, professional sanctioned ATP event; and

WHEREAS, the Event will be part of the ATP Tour, which is a series of men's professional tennis tournaments played over a period of approximately nine to ten days; and

WHEREAS, it is the intent of both the CITY and MP that MP will stage the Event annually at the Tennis Center during the term of this Agreement; and

WHEREAS, the CITY has designated JCD Sports Group, Inc. ("Designee") as its authorized representative for the purpose of implementing this Agreement and JCD or its successor designee is authorized to act as liaison on behalf of the CITY, provided however, the City may choose any successor designee; and

WHEREAS, MP understands that Coca-Cola Enterprises, Inc. (Coca-Cola) has exclusive pouring rights at the Tennis Center and MP shall not enter into any agreements that would be counter to Coca-Cola's pouring rights in the City; and

WHEREAS, MP understands that the CITY has entered into an agreement with Ticketmaster-Florida, Inc. for the sale of tickets for events held at the Tennis Center; and

WHEREAS, the parties understand that this Agreement shall take the place of the current Agreement and any amendments thereto.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements contained herein, the parties hereby covenant and agree as follows:

ARTICLE 1
Grant of License

1.01. GRANT AND TERM.

The foregoing recitals are hereby incorporated. CITY hereby grants to MP an exclusive and transferable license for professional tennis events under the terms and conditions set forth herein (the "License"). Transfers shall require the consent of the CITY which may be given or withheld for any reason or no reason. MP hereby accepts such License from CITY under the terms and conditions set forth herein to use, manage and operate the Tennis Center for the staging of a nine or ten day (including qualifying rounds) ATP Event beginning in 2006 to occur on dates determined by the ATP Tour provided such dates occur during the months of November through and including April for the years 2006 through 2030 and for the year round occupancy and use of office space as described below in Section 1.05 (M) and (Q). No later than September 30 of the year proceeding the date of the Event, MP will notify the CITY of the precise date of the Event for any particular year of the Event. The Term of the License is for approximately twenty-five (25) years and shall specifically be from the date of execution of this Agreement until sixty days (60) days following the conclusion of the Event in the year 2030, unless earlier terminated as provided in this Agreement. This Agreement is not a purchase agreement and should be construed by a court of competent jurisdiction to be a license agreement only, except for the rights of occupancy and use of real property as set forth herein. The License does not grant, nor is MP receiving, any rights to any real property owned by the CITY nor any property interest except as set forth in this Agreement.

1.02. EXCLUSIVE LICENSE TO MP

The license is exclusive for the purpose of the Event which means that the City shall not hold any other women's or men's professional tennis event or exhibition with professional tennis players ninety (90) days before or ninety (90) days after the Event provided, however, the CITY shall not be prohibited from holding: (i) a Chris Evert Charity Event so long as it occurs in December; (ii) a Davis Cup or Federation Cup event ; (iii) amateur tennis events; (iv) another charitable tennis event in the CITY's sole discretion or any other event as long as it is not held within 90 days before or after the Event. This exclusive use provided shall not prohibit the CITY from using or licensing the Tennis Center for other purposes, except as prohibited above.

1.03. CORPORATE REPRESENTATIONS AND WARRANTIES.

MP hereby represents that it is a corporation, duly organized and in good standing under the laws of Florida and that it has the corporate power and authority to carry on its business as contemplated by this Agreement. This Agreement constitutes a legal, valid and binding obligation of MP.

CITY hereby represents and warrants that it is a municipal corporation in good standing under the laws of Florida and that it has the power and authority to grant this license and conduct its business as contemplated by this Agreement. This Agreement constitutes a legal, valid and binding obligation of CITY.

1.04. EVENT STRUCTURE

CITY acknowledges that MP is a member of ATP and desires to assist in the successful and professional production of the Event in Delray Beach, Florida at the Tennis Center. CITY agrees to use its best efforts to promote and assist in the organization and promotion of the Event in a first class, professional manner. Notwithstanding the foregoing, the Parties agree that MP shall ultimately be responsible for the management and operation of the Event. The Event shall comply with all applicable ATP standards.

1.05. FACILITIES PROVIDED BY CITY.

CITY represents and warrants that the Tennis Center complies with all applicable laws and regulations, including without limitation the American with Disabilities Act ("ADA"), and agrees to provide the Tennis Center and surrounding parking under the terms and conditions of the License at no cost to MP, unless otherwise specified, including without limitation, the following:

- A. *The Tennis Center and Stadium Court.* The current stadium tennis hard court has permanent seating for approximately 8200 seats, and the CITY shall provide and install seat covers for up to approximately 4,000 seats at MP's direction, and the parties acknowledge up to 4,000 seats may be unused during the Event. MP agrees that at some point in the future the maximum seating may be reduced to approximately 5000 and hereby consents to that reduction, if so determined by the CITY. MP acknowledges that it has toured the Tennis Center and that no further changes presently are required to be made to the stadium or Tennis Center except as otherwise provided in this Agreement. CITY shall prepare and maintain the tennis courts, buildings and grounds of the Tennis Center seven (7) days prior to and during the Event, including landscaping, in accordance with or the then existing ATP Standards, specification or rules as applicable.
- B. On the stadium court, a quality public address system (to include a multiple cd player, 2 cordless microphones and microphone stand), solid vinyl backdrops, seating for photographers, adequate color corrected lighting for a professional Event and television needs as they may exist from time to time, with a minimum of 100 candle power evenly distributed according to ATP standard measurements, a T.V. tower and platform for a 5-camera production and adequate electricity for television broadcast production. MP has inspected the foregoing systems or equipment and

same are provided but maintenance by CITY is expected by the parties hereto. In addition, CITY shall at its expense design, construct and install a Draw/Sponsor Board substantially similar to and approximately three quarters (3/4) of the size of the picture attached hereto as Exhibit "A" and placed at a mutually agreed upon location and updated each year.

- C. Two show hard courts with public address systems for each court, solid vinyl backdrops, adequate seating for photographers and temporary seating for approximately 100 and 500 persons, respectively.
- D. Four (4) practice hard courts, in accordance with the then existing ATP standards, specifications or rules. All tennis courts to have sufficient cold water supply, electrical outlets, tables, chairs and sufficient gate access.
- E. Two extra substitute nets, net posts, ten pairs of single sticks and six umpire chairs with umbrellas; plywood boards (court color): (i) for support of all umpire's chairs (6 @ 4' x 4'), and (ii) lines person's chairs (60 @ 2' x 2'); and twelve (12) solid vinyl dark green windscreens for qualifying courts; five (5) manual scoreboards for qualifying courts and show courts; in the stadium court, end court and side court signage attachments; and an end court barrier 5-feet high and a side court barrier 3-feet high. Side court barriers should be based on sight lines.
- F. Clearly numbered seating and sufficient dividers for box seats and sufficient room dividers for gymnasium.
- G. Installation and maintenance of approximately 75 international flags selected throughout the Tennis Center, including in the stadium court, food court and entrance to Tennis Center, if same is permitted by City ordinance. To the extent the placement and location of any flags requires a waiver from the City ordinance, the CITY will annually seek such a waiver as may be allowed by City ordinance.
- H. Sufficient short term parking for ticket purchasers and drop-off/pick-up of public, traffic control immediately adjacent to ticket office at the Tennis Center. Sufficient parking for VIP box holders, media, players, sponsors, ticket holders, public and volunteers. The City will administer the parking and pay costs associated with such parking as well as transporting persons to and from remote parking lots to the Tennis Center and will use its best efforts to obtain adequate parking for the Event. MP shall administer valet parking and incur all costs involved. The area(s) to be used for valet parking shall be approved by the CITY. °
- I. Electrical power, water supply and space sufficient for the Event including, but not limited to, two (2) television trucks and space for related personnel

tent (20' x 20'), area lighting and parking for television trucks, tents, hospitality and concessions.

- J. The construction of two (2) program sales stands (the "Stand") (to be designed by MP and approval by the CITY) and sufficient space for tents, food, and beverage concessions, merchandise sales and other vendors, based on specifications or layout submitted by MP unless objected to by the CITY. If the CITY objects to any layout or the design of the Stand, the parties shall mutually agree upon the location for or the design of same as the case may be. If the CITY fails to object to any layout or the design of the Stand as submitted by MP within five (5) days of the date any layout or the design of the Stand is received at the CITY, then any such layout or design of the Stand shall be deemed approved by the CITY.
- K. Restroom facilities for the general public and VIPs. CITY shall supply adequate supplies for the restroom facilities, including without limitation paper, soap and cleaning supplies. MP shall utilize said supplies and maintain the restroom facilities during the Event.
- L. Use of the Tennis Center's professionally maintained courts for practice, clinics, a pro-am Event, junior event and sponsors during the Event. Reasonable additional use by MP's staff during the year will be allowed upon CITY's approval.
- M. Use of the air conditioned Community Center described hereinafter adjacent to the Tennis Center at least five (5) days before the Event through two (2) days after the Event by members of the press, radio and television representatives, umpires, ball persons, volunteers, players, MP staff and/or as a hospitality area for sponsors and VIP's. The specific areas available for use in the Community Center are cross hatched on the diagram attached as Composite Exhibit "B".
- N. Use of locker rooms and players lounge providing adequate hot showers, relaxation areas, masseuse and training room with lockable top cabinets and hand sink for the players before and after matches, said facilities to include sufficient lighting and air conditioning. In addition, an area in the gymnasium facility will be designated for volunteers, officials and ball persons.
- O. Necessary signage within the CITY to direct the general public to the Tennis Center. This shall include directional pole signage for traffic with name and logo of the title sponsor included. Also, CITY shall provide on-site directional signage for parking, restrooms, hospitality, tents and other amenities. The CITY agrees to assist in seeking Florida Transportation Department permission for temporary signage on 1-95 to direct persons to the Event and the CITY will use its best efforts to obtain

Palm Beach County's cooperation and assistance with respect to I-95 signage for the Event and signage on County roads to direct persons to the Event.

- P. A ticket sales office at the main entrance to the facility.
- Q. Year round exclusive access, use and occupancy by MP of the existing air-conditioned event office/ticket building (the "Office"), pre-wired for telephones, Internet, fax and electricity, so long as the Event is held at the Tennis Center and MP has the ATP sanction for the Event. The Office is identified in Exhibit "C" attached hereto and incorporated by reference. CITY shall install and maintain painted sign of the name of the Event upon reasonable notice from MP designating the office on the outside of the office as mutually agreed upon by the parties. The CITY shall have the right to temporarily use the east portion of the Office consisting of the ticket area and the east room immediately adjacent to the ticket area for other tennis events described in Section 1.02 or for other non tennis events herein upon prior thirty (30) days written notice to MP. In the event the CITY seeks use of the Office (except as provided in the foregoing sentence), the CITY shall provide written notice to MP to vacate the Office provided, however, the vacancy shall not occur until ninety (90) days after written notice from the City to MP and there shall not be any such notice later than one hundred twenty (120) days before any Event. From the date of any CITY required vacancy by MP, the City shall pre-pay on an annual basis to MP for the remainder of the Agreement so long as the Event is held at the Tennis Center the fair market value of 1,500 square feet of Class B office space located within Delray Beach, plus real estate taxes and common area maintenance associated with any such lease as follows: (i) as mutually agreed upon between the parties, or (ii) by the CITY selecting an appraiser, MP selecting an appraiser, and each of those appraisers selecting a third person to determine the reasonable value of the aforesaid costs of such space. CITY further agrees to pay MP on the date of the start of any MP vacancy as described above from the office a sum not to exceed \$10,000.00 for printing, moving and advertising costs expected to result due to the change in location or address of MP.
- R. CITY shall provide suitable flooring for exhibition booths on each side of the entrance of the Event with a distance of approximately 160 linear feet and with a width of approximately 10 feet.
- S. Provide reasonable access to golf tee times and a reasonable number of carts at the Delray Beach Golf Club for professional tennis players and sponsors selected by MP throughout the term of this Agreement with such persons as may be approved by golf course manager, and during the Event, three (3) utility golf carts for use by MP during the Event.

- T. During the Event, personnel to recruit and manage the ball person program in association with MP, one (1) liaison person designated by the CITY to assist in and implement the CITY's administrative duties during the Event. CITY to pay MP within thirty (30) days of the submission of any invoice to the CITY of MP's actual cost, but not to exceed \$9,785.00 and increasing 4.3% annually thereafter, for MP's operations personnel during the Event, to be hired and supervised by MP in its sole discretion.
- U. One licensed electrician and one licensed plumber available for temporary wiring; electrical outlets; 220v in retail and vending areas; installation and provision of hot water heaters, sinks and holding tanks for water disposal at hospitality areas, exhibition booth areas, vendor compound and for concessionaires as needed per MP's request, if required by law, rule or regulation and at CITY's cost, and thereafter as needed during the Event and following the Event for necessary tear down of temporary electric and plumbing installations. The electrician shall be available on site during the Event.
- V. Teaching tennis professionals to assist with the organization of clinics, Kid's Day and the Pro Am.
- W. All necessary CITY permits.
- X. Approximately fifty (50) 1FB telephone lines where needed by MP, with dial-tone and ready for plug in use one (1) week before the Event and a sufficient number of pay phones for general public use during the Event.
- Y. Flooring for tents, appropriate for a first class reception/food court area, covering two unused tennis courts at the Tennis Center.
- Z. Two (2) industrial vacuums, six (6) fire extinguishers or more as required by any code or the fire marshal and a storage area consisting of approximately 800 square feet located at the Tennis Center.
- AA. In the event the Tennis Center is not in compliance with the ADA, the CITY shall be responsible for bringing the Tennis Center into compliance with the ADA at no expense to MP.
- BB. CITY shall collect and dispose of all refuse and garbage including, without limitation, water and grease in holding tanks on a daily basis or as needed, if required by any applicable laws, ordinances and health codes.
- CC. The CITY covenants and warrants that the Tennis Center shall remain and be maintained in as good a condition as the Tennis Center is as of the date of this Agreement, normal wear and tear excepted.

1.06. CITY MARKETING SUPPORT.

- A. CITY will at no cost to MP assist in the promotion of the Event by using its available marketing resources which may include advertising, newsletters to tennis center members, brochures, and other printed materials, such as authorized by MP. The CITY is not required to create new advertising programs.
- B. MP shall provide a revocable license to CITY for the use of the Event name and logo, including photographs for the purpose of promoting its association with the Event, but shall have no ownership interest in any intellectual property rights which may arise from the Event, including without limitation the Event name and logo. All advertising and promotional materials pertaining to the Event must be preapproved in writing by MP for purposes of quality control, which shall not be unreasonably withheld. The CITY may not use photographs, biographies, or any Event materials in any way which could be interpreted as an endorsement of the Tennis Center or CITY by a player, without such player's prior written consent or MP's consent as the case may be.
- C. CITY shall be the Co-Title Sponsor, as provided by Exhibit "D", and shall have the right and responsibility to be the designated originator of three Emerald and three Diamond City Sponsorships as provided in the Composite Exhibit "E". The CITY may request changes to items listed in Exhibit "E" provided that MP consents to the change, which consent shall not be unreasonably withheld, and the proposed change represents a similar dollar value. The Emerald Sponsorship has an original value of \$75,000.00 and the Diamond Sponsorship has an original value of \$175,000.00. These values may be changed in the future by the CITY in its sole discretion. MP shall not give, transfer or sale any sponsorships to any other Co-Title Sponsor during the term of this Agreement. If for any reason the Event is not televised, MP shall pay CITY \$30,000.00 (which will increase by the same percentage each year as the CITY's payment to MP as set forth in Paragraph 3.01(A)) as a refund toward lost advertising. Notwithstanding the foregoing, MP shall not be obligated to pay the CITY the \$30,000.00, including any applicable increase, sum where any such failure or inability to televise the Event was caused by casualties, acts of God, material shortages, war, weather, utilities blackout, water shortages, governmental regulation, strikes or labor disputes, or MP's inability to secure necessary governmental permits after a reasonable effort by MP to so obtain said permits, if any.

1.07. CITY'S RESPONSIBILITY TO CONTROL PREMISES.

CITY shall be responsible for the security and crowd control at the Tennis Center and at all times reserves the right to eject or cause to be ejected from the premises any

person or persons violating or to keep persons from violating any of the rules or regulations of the Tennis Center or any city, county, state or federal laws.

ARTICLE 2
MP's Rights, Responsibilities and Obligations

2.01 ORGANIZATION.

MP shall retain full control over the Event including, without limitation, the presentation, structure, quality and all other elements of the Event other than those items specifically reserved to CITY in this Agreement, MP is responsible for the following elements which shall be included as expenses of the Event:

- A. Turn-key management of the Event;
- B. Securing the professional players to play in the Event;
- C. Developing and implementing MP's Marketing Plan, including but not limited to the following (i) print and electronic advertising; (ii) promotional materials; (iii) direct mail; (iv) telemarketing; (v) merchandising; and (vi) licensing;
- D. Contracting with the umpires and lines people;
- E. Scheduling of matches;
- F. Soliciting sponsors both on an area and local basis which may include national and regional sponsors;
- G. Development of the Hospitality Program;
- H. Ticket sales;
- I. Development of a Volunteer Program;
- J. MP shall spend at least \$150,000.00 annually for player appearance fees and such fees shall increase by the same percentage as the CITY's payment to MP as set forth in Section 3.01(A). In the event that MP fails to pay a fee of \$150,000.00, or as it may be increased, which fee shall not include any prize money awarded, for player appearance fees in a given year, MP shall, within 30 days, refund the amount that it did not pay to the CITY. MP shall consult with the CITY regarding players and appearance fees prior to the signing of a player by MP and to the extent reasonable shall endeavor to secure players the CITY and MP agree will be most beneficial for the Event;

- K. Television production and distribution;
- L. Public relations;
- M. License merchandise sales;
- N. Medical services;
- O. Box office;
- P. Tennis clinics and Pro Am schedule;
- Q. All other elements required to present a first class, professional Event and not identified as a CITY responsibility;
- R. Professionally managed food concessions, catering and VIP entertaining, subject to Section 2.03 of this Agreement.

2.03. CONCESSION RIGHTS OF MP.

MP or any person, firm or corporation with whom it contracts (together for purposes of this paragraph "Concessionaire") may sell food, beverages, alcoholic beverages, confections, refreshments, products, items sold at retail and Event related novelties (together the Concession Items). With prior approval from the CITY, Concessionaire may provide temporary structures for the sale of Concession Items at the expense of the Concessionaire. In providing the concession service, Concessionaire shall comply with the following provisions provided, however, that MP shall remain ultimately responsible to CITY for all obligations required of the Concessionaire:

- A. Concessionaire shall, prior to commencing any activities, obtain any and all permits and licenses, including any liquor licenses, that may be required in connection with the sale of Concession Items. Required CITY licenses and permits shall be granted at no cost to Concessionaire.
- B. All Concession Items sold or kept for sale shall be first class and quality, in accordance with the Department of Health requirements, shall conform to all federal, state, county, and municipal laws, ordinances and regulations in all respects.
- C. Concessionaire shall not sell or give away or otherwise dispose of any commodity which in the opinion of CITY may cause undue litter.
- D. Concessionaires shall have the option to sell beer and wine at the Tennis Center and all alcoholic beverages, if such permission is obtained from the CITY. Sale of beer and wine must comply with all federal, state, county, and municipal laws, ordinances and regulations and must be properly

licensed by the State of Florida. All alcohol licenses shall be displayed in a conspicuous place at the Tennis Center. MP and/or Concessionaire shall be solely responsible for timely reporting and remitting the appropriate retail surcharge on the alcoholic beverages sold for consumption to the Division of Alcoholic Beverages and Tobacco. MP and/or Concessionaire shall strictly comply with all rules and regulations established by the Division of Alcoholic Beverages and Tobacco of the State of Florida and any other applicable statutory and regulatory regulations.

- E. Concessionaire may, at its expense, furnish additional equipment and fixtures to be utilized in the concession. Concessionaire shall submit plans and specifications concerning fixtures and equipment to CITY for approval prior to installation of any items, which shall not be unreasonably withheld. Within five (5) days of delivery of any Concessionaire plans and specification to the City, the City will inspect such plans and specifications for City code and regulatory compliance. If the CITY objects to any such plans and specifications, the parties shall mutually agree upon same. If the CITY fails to object to any such plans and specifications as submitted by Concessionaire within five (5) days of the date any such plans and specifications are received at the CITY, then any such plans and specifications shall be deemed approved by the CITY. For the purpose of this Agreement, "fixture" shall be defined as anything annexed or affixed to a building or structure or which appears to be so affixed or annexed, regardless of whether it is capable of being removed.
- F. The Concessionaire shall provide all maintenance, repair and service required on all equipment used in each concession.
- G. Concessionaire shall keep all fixtures, equipment and personal property, whether owned by Concessionaire or CITY, in a clean and sanitary condition and shall cleanse, fumigate, disinfect and deodorize as required and whenever necessary to do so under the applicable legal standards. All janitorial services necessary in concession area shall be provided by Concessionaire at Concessionaire's expense.
- H. CITY agrees to supply at its expense a sufficient number of decorative ashtrays and refuse containers, with plastic waste bags, throughout the Event. MP shall provide personnel to maintain the Tennis Center during the Event and to empty said refuse containers as needed in the Tennis Center's central waste depository.
- I. If the concession is operated by a person, firm or corporation other than MP, such person, firm, or corporation shall at all times maintain workers' compensation insurance coverage for all employees which it employs within the areas and facilities covered by this Agreement, together with the policy or policies of public liability and products liability insurance and

provides limits of at least One Million (\$1,000,000.00) Dollars for combined single limit coverage; provide liquor liability insurance with limits of at least One Million (\$1,000,000.00) Dollars and provide fire legal liability in the amount of Five Hundred Thousand (\$500,000.00) Dollars. Such policies shall provide that they will not be canceled or amended without at least ten (10) days written notice to the Risk Manager of CITY and shall name CITY, its officers, agents and employees as additional insured.

- J. All contracts with Concessionaires shall contain the requirements set forth in section 2.03.

2.04. REPAIR, REPLACEMENT AND MAINTENANCE.

During the term of this Agreement, MP shall pay all costs for cleanup, repair and replacement and all damages of whatever origin or nature, for which its employees and/or vendors are directly responsible, ordinary wear and use thereof only excepted, in order to restore the Tennis Center to a condition equal to the condition at the time MP occupies the Tennis Center. MP shall be responsible for cleanup of the Tennis Center during and after the Event, except as otherwise provided herein. If at any time CITY determines that the clean-up services provided by MP are not adequate or that said services endanger public health and safety, CITY shall provide these services after providing MP with forty-five (45) days written notice of any such failure by MP and MP shall reimburse CITY for the costs of providing these services.

2.05. INSURANCE.

MP shall provide CITY with proof of insurance covering MP's activities, including its operation of the Event. MP agrees to carry full insurance coverage for the Event and all other activities connected with this Agreement and the types and at the minimum amounts listed below:

Comprehensive General Liability including: Broad Form Contractual, Automotive, Personal Injury, Advertising Liability, Spectators Liability; Five Million (\$5,000,000) Dollars combined single limit per occurrence, Employer's Liability; Five Million (\$5,000,000) Dollars per occurrence; Workers' Compensation Insurance coverage for all employees which it employs within the areas and facilities covered by this Agreement; Liquor Liability Insurance with limits of at least Five Million (\$5,000,000.00) Dollars; Fire Legal Liability in the amount of Five Hundred Thousand (\$500,000.00) Dollars.

Such policies shall provide that they will not be canceled or amended without at least ten (10) days written notice to the CITY's Risk Manager. CITY, its officers, agents and employees shall be named as an additional insured on the policies.

ARTICLE 3
Payments and Other Financial Rights and Responsibilities

3.01 PAYMENTS AND REVENUE

A. Payment to MP by the CITY shall be as follows:

1. \$875,000.00 to MP minus \$180,250.00 (previously paid by the CITY) or \$694,750.00 paid in four equal installments of \$173,687.50 payable November 1, 2005; December 1, 2005; January 1, 2006 and February 1, 2006.
2. \$35,000.00 to MP payable on March 1, 2006 and on the first day of each month thereafter up to and including September 1, 2006. \$134,750.00 to MP payable on October 1, 2006 and on the first day of each month thereafter up to and including February 1, 2007. Thereafter, the monthly base payment amounts provided above shall be increased by the percentages listed below for the applicable year of the Agreement.
3. Beginning on March 1, 2006 and continuing for 10 years the base fee shall increase by 5% each year.
4. Beginning on March 1, 2016 and continuing for 4 years the base fee shall increase by 4.5%.
5. Beginning on March 1, 2020 and continuing for 3 years the base fee shall increase by 4%.
6. Beginning on March 1, 2023 and continuing for 4 years the base fee shall increase by 3.5%.
7. Beginning on March 1, 2027 and continuing for 3 years the base fee shall increase by 3%.

B. The CITY shall retain all proceeds from Palm Beach County regarding this Event, however, excluding any proceeds from the Convention Business Bureau and excluding any funds that are a result of an application made directly by MP to Palm Beach County. The CITY shall also retain any revenue received from parking, excluding valet service offered by MP.

C. Naming Rights - The CITY may sell the Naming Rights to the Tennis Stadium, Center or any other part of the facility, without the permission of MP and shall retain all proceeds from such sale.

- D. CITY Sponsorships - The CITY may sell 3 Diamond and 3 Emerald sponsorships pursuant to Exhibit "E." The CITY shall retain all proceeds.

3.02. TAXES.

MP shall be liable for any and all taxes which are or may be imposed on MP and CITY, as a result of this Agreement. Taxes shall be paid to the appropriate authority and including but are not limited to sales and use tax. The City will cooperate and assist MP in any revisions to this Agreement which may reduce or eliminate such taxes.

3.03. OTHER SERVICES AND SUPPLIES.

MP further agrees that all services and supplies which it requires to operate the Event and which are not specifically identified herein as CITY responsibilities shall be provided by or through MP at its sole cost and expense.

3.04. POLICE AND EMERGENCY PERSONNEL

CITY agrees to provide, at its sole expense, 24 hour police and/or security and emergency personnel for the Tennis Center beginning the preceding Monday before the Event and ending one (1) day after the Event ends. MP agrees to work with the CITY Police Department to provide for additional CITY police personnel which the CITY determines, in its sole discretion and at its sole cost, may be necessary for security at the Tennis Center during the Event. MP shall, at least thirty (30) days prior to the Event, consult with the Chief of Police or his designee to determine the proper scheduling of security for the Event. Also, MP shall contact the CITY Fire Department to make arrangements for emergency medical technician personnel to be present at the Event as reasonably necessary to be provided by CITY at its sole expense. The number of personnel to be supplied by the CITY shall be determined by the CITY.

3.05. TICKETS FOR ADMISSION.

MP shall not oversell the Event. All tickets for admission shall contain language approved by CITY establishing that the tickets create a revocable license. Prior to the sale of any admission ticket, MP shall provide CITY with the established selling price of each type and kind of ticket for CITY's review and approval. Said approval shall not be unreasonably withheld. The CITY shall have three (3) business days to review, approve or reject the form of the tickets. In the event the CITY does not object in writing within three (3) business days from the date the tickets were submitted to the CITY for approval, then the tickets shall be deemed to be approved by the CITY in terms of form. In the event of any cancellation of any Event, MP agrees to reimburse ticket holder who duly present tickets to MP for reimbursement, reimbursement for the face amount of any such ticket.

ARTICLE 4
Termination and Default

4.01. TERMINATION.

- A. Termination of this Agreement for any reason provided herein shall not relieve either party from its obligation to perform under the terms and conditions of this Agreement.
- B. In addition, CITY shall have the right to terminate this Agreement upon default by the other party, as defined pursuant to Paragraph 4.02.

4.02. DEFAULT BY MP.

- A. The following shall constitute default by MP: (i) failure to perform any of the non-financial terms and conditions of this Agreement, when such failure in performance is not remedied by MP within thirty (30) days after receiving notice in writing of such default or in cases where remedial measures may take longer than thirty (30) days, satisfactory remedial action must begin and be consistently undertaken within thirty (30) days after receiving notice in writing stating the nature of the failure of performance and the CITY'S intention to terminate if not corrected and which remedial measures must be completed within a reasonable time set forth in the notice from the CITY; (ii) failure to hold an Event, unless such failure is waived by the City or except for any force majeure, shall result in an automatic termination and notice shall not be provided; (iii) failure of MP to own the ATP sanction or fails to have the right to hold the Event when failure is not a result of any voluntary act or inaction by MP; (iv) bond limitation is exceeded pursuant to paragraph 5.11. Upon the occurrence of these events the City may declare that this agreement be terminated and in such event MP shall in addition to the requirements set forth in this Agreement, and any other remedy the CITY may have at law or equity, shall refund all monies paid by the CITY for the period after the Event last held and up to the date of the anticipated Event. As a further remedy that the CITY shall have in the case of a default, under items (i), (ii) or (iii), by MP and where the Event is moved from the CITY within a 2 year period of such default, the CITY shall be entitled to a fee of five million dollars if the default occurs during the first five years of the Agreement; the CITY shall be entitled to four million dollars if the default occurs during years six through ten; the CITY shall be entitled to three million dollars if the default occurs during years eleven through fifteen; the CITY shall be entitled to two million dollars if the default occurs during years sixteen through twenty; and the CITY shall be entitled to one million dollars if the default occurs after year twenty. These amounts are in addition to the refund of the funds that the CITY would receive based upon its payments to MP from the date of the last Event up to the date of default.

- B. Notwithstanding anything to the contrary contained herein, this Section 4.02 shall not apply and MP shall not be in default of this Agreement where MP's failure or inability to perform was caused by casualties, acts of God, material shortages, war, weather, water shortages, utilities blackout, governmental regulation, strikes or labor disputes or MP's inability to secure necessary governmental permits after a reasonable effort by MP to so obtain said permits.

4.03. DEFAULT BY CITY.

The following shall constitute default by CITY: (i) CITY'S failure to perform any of the nonfinancial terms and conditions of this Agreement and such failure in performance is not remedied by CITY within thirty (30) days after receiving notice in writing of such default, or in cases where remedial measures may take longer than thirty (30) days, satisfactory remedial action must begin and be consistently undertaken within thirty (30) days after receiving notice in writing stating the nature of the failure of performance and MP's intention to terminate if not corrected and which remedial measures must be completed within a reasonable time set forth in the notice from MP; (ii) failure by CITY to pay to MP any sums due under this Agreement within fifteen (15) days of required date for payment.

Notwithstanding anything to the contrary contained herein, this Section 4.04 shall not apply where CITY'S failure to perform in a timely manner was caused by casualties, acts of God, material shortages, war, weather, water shortages, utilities blackout, governmental regulation, strikes or labor disputes, or CITY'S inability to secure necessary governmental permits after a reasonable effort by CITY to so obtain said permits.

Waiver of any breach of a term or condition shall not constitute a waiver of any other terms or conditions unless in writing signed by the parties.

4.04 RELOCATION OR SALE OF THE EVENT

This Event may not be moved from the City of Delray Beach. If the Event is transferred, sold or assigned to another entity, that transferee or assignee shall assume this obligation subject to the consent of the CITY that may be granted or withheld, in its sole and absolute discretion. Furthermore, MP shall grant to the City a second right of refusal, behind the ATP, to purchase the sanction for the Event from MP.

4.05. NOTICES.

Any notices shall be effective when submitted or required by this Agreement placed in the U.S. Mail and sent by registered or certified mail and addressed to the parties as follows:

To the CITY: David Harden, City Manager

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

With a copy to: Susan A. Ruby, Esquire
City Attorney
City of Delray Beach
200 Northwest 1st Avenue
Delray Beach, Florida 33444

To MP: Mr. Mark Baron
Match Point, Inc.
30 N.W. 1st Avenue
Delray Beach, FL 33444

or to such other addresses as either party may designate in writing.

ARTICLE 5
Miscellaneous Provisions

5.01. NON-DISCRIMINATION.

- A. That MP for itself, its personal representatives, successors in interest, assigns subcontractors, agents, and sublessees, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the ground of race, color, national origin, age, or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, national origin, age, or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination; and that MP shall use the Tennis Center in compliance with all other requirements imposed or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the Department of Health, Education and Welfare – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- B. That in the event of a proven breach of any of the above non-discrimination covenants, the CITY shall have the right to terminate the License and to take possession of the Tennis Center and hold the same as if the License had never been made or issued. This provision shall not be effective until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appeal rights.

- C. MP shall not discriminate against any employee or applicant for employment to be employed in the performance of the contract with respect to hiring, tenure, terms, conditions or privileges of employment, agencies or the retainage by MP of subcontractors, agents, volunteers or concessionaires or any matter directly or indirectly related to employment or agency because of age, sex, physical handicap (except where based on a bona fide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

5.02. CHANGE IN LAW.

During the Term, the CITY reserves the right to restate and/or re-negotiate with MP such additions, deletions or changes to the license as may be necessitated by changes in county, state or federal laws relating to the operation of the Tennis Center. In the event that the CITY and MP are unable to reach a mutual agreement on any such addition, deletion or change, that portion of the contract concerning the services involved in the addition, deletion or change shall be terminated or eliminated.

5.03. INDEMNIFICATION.

MP agrees to indemnify, save and hold CITY, its officers, agents and employees, harmless from any and all suits, claims, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever which may arise out of, in connection with, or because of the actions of MP or its officers, agents and employees.

Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time. The provisions of this Section shall survive the execution, delivery and performance of this Agreement.

5.04. DESTRUCTION OF EVENT SITE.

In the event the Tennis Center, or major part thereof, shall be destroyed or substantially damaged by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by MP or the CITY impossible, then this Agreement may be canceled and voided unless the parties agree to reschedule the Event or temporary facilities are available for the Event and both parties agree that the Event may be held in the temporary facilities. The City in its sole discretion may determine that it will not rebuild the Tennis Center. In the event of rescheduling of the Event, all other terms and conditions of this Agreement shall remain in full force and effect unless because of such destruction the Event is not held in any given year, the payments to be made by the CITY or MP shall abate provided, however, if monies are received under this Agreement by the CITY or MP as specified in Section 3.01, then such monies shall be disbursed in accordance with Section 3.01. If the CITY determines to rebuild the Tennis Center, CITY agrees to rebuild the Tennis Center or

any part thereof at least to the condition of the property before any such destruction or substantial damage.

5.05. PERSONAL PROPERTY.

CITY assumes no responsibility whatsoever for any personal property located at the Tennis Center by MP, its agents, employees, representatives, independent contractors or invitee. CITY is hereby expressly released and discharged from any and all liabilities for any loss, injury or damage to such property that may be sustained by reason of the use and occupancy of the Tennis Center under this Agreement, unless such damage, loss or liability is caused by CITY'S (including employees and agents) negligence or misconduct.

5.06. INDEPENDENT CONTRACTOR STATUS.

MP and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

5.07. ASSIGNMENT.

- A. MP shall not assign or transfer this Agreement nor otherwise convey any privilege granted hereunder or sublease/license any part of the Tennis Center unless the written consent of the CITY is first obtained, except as otherwise provided herein. Such consent shall not be unreasonably withheld. Neither this Agreement nor any right, privilege or interest therein or thereunder shall be transferable by operation of the law or by any process or proceeding of any court.
- B. Assignment as referred to above shall include, but not be limited to, any and all sales, assignment, transfer, collateralization, or other disposition of a controlling interest in stock certificates, right, title and/or interest in and to MP to any person or entity other than Mark Baron and/or his immediate family.
- C. This section shall not be applicable to any transaction wherein: (i) MP remains the owner and managing entity of the Event, and (ii) the controlling interest or majority interest in any successor to or assignee of MP remains with Mark Baron and/or his immediate family.

5.08. GOVERNING LAW AND VENUE.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of

this Agreement shall be litigated in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

5.09. SEVERABILITY

Should any part, term or provision of this Agreement be deemed by a court of competent jurisdiction to be illegal or in conflict with any law of the state, the validity of the remaining portions or provisions shall not be affected thereby.

5.10. NO REPRESENTATIONS BY CITY.

Neither the CITY nor the CITY'S officers, agents and/or employees have made any representations or promises except as expressly set forth in this Agreement.

5.11. BOND LIMITATIONS.

- A. It is recognized by MP that the Tennis Center has been financed with proceeds of tax exempt debt and may be re-financed from time to time in the future and that the Internal Revenue Code of 1986, as amended, limits the private use of governmentally owned facilities constructed with tax exempt debt, such as a tennis stadium, in order to maintain the tax exempt status of the debt issued to finance the same.
- B. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall automatically terminate, without any required notice by the CITY, if any payment required to be made under the provisions of this Agreement to the CITY would, together with any other private use payments made or required to be made by any other entity(ies) or person(s) for the use of the tennis center or related facilities, adversely affect the exclusion from gross income for federal income tax purposes on any interest obligation (herein "negative tax consequences") of the CITY issued to finance or refinance the tennis center or any part thereof. Such a termination shall not constitute a default on the part of either party to this Agreement. Upon such termination, it is the intent of the parties hereto to enter into a new agreement which would contain different or modified payment terms and/or amounts acceptable to both of the parties hereto, and which, in the opinion of the CITY'S bond counsel, would not have negative tax consequences.

5.12 TICKETMASTER AGREEMENT.

The CITY has entered into an agreement with Ticketmaster-Florida, Inc. in which Ticketmaster has the exclusive right to sell all tickets for any attraction made available to the public at the Delray Beach Tennis Center and this Agreement shall be subject to the terms and conditions of that agreement.

5.13. INTERPRETATION.

This Agreement constitutes the entire Agreement between the parties with respect to subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may be amended only by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit; and sections headings are for convenience only and shall not be deemed to modify, explain, qualify or restrict any of the provisions of this Agreement. All interpretations shall be governed by laws of the State of Florida. Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement shall not automatically invalidate the entire Agreement.

5.14 EFFECTIVE DATE OF AGREEMENT.

This Agreement shall only be effective if signed by the Mayor of the City and MP.

IN WITNESS WHEREOF, the parties have caused this agreement and one counterpart, both of which shall constitute originals, to be executed by its proper officers hereto duly authorized on the year and date first above written.

ATTEST:

Catherine M. Krumm
City Clerk

Approved as to Form:

R. [Signature]
Asst. City Attorney

WITNESSES:

R. [Signature]
R. Brian Shott
(Print or Type Name)
Susan Kiminas
Susan Kiminas
(Print or Type Name)

CITY OF DELRAY BEACH, FLORIDA

By: [Signature]
Jeff Ferlan, Mayor

MATCH POINT, INC.

By: [Signature]
Mark Baron, President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11th day of October, 2005 by Mark S. Baron as President of MATCH POINT, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me ~~or has produced _____ (type of identification) as identification and did (did not) take an oath.~~

Joanna M. Weaver
Signature of Notary Public - State
Of Florida



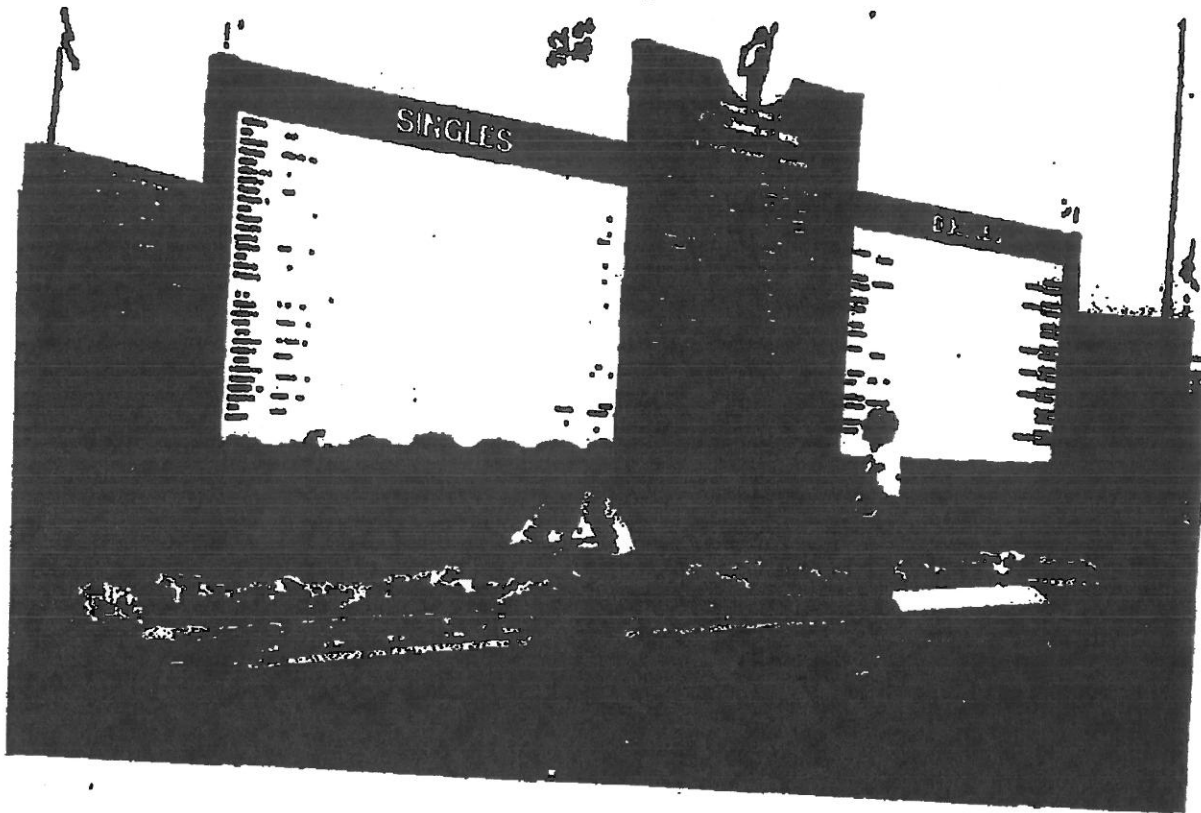


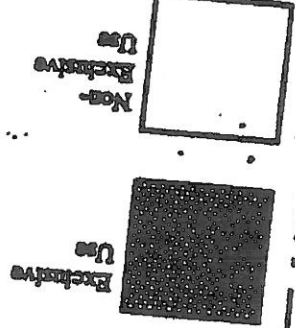
Exhibit
A



COMMUNITY CENTRE

GYMNASIUM

Exhibit 8



KITCHEN

CITY OFFICE ATTENDANCE

Ass't. Director

Staff. Ass't.

Storage Closet

Special Events

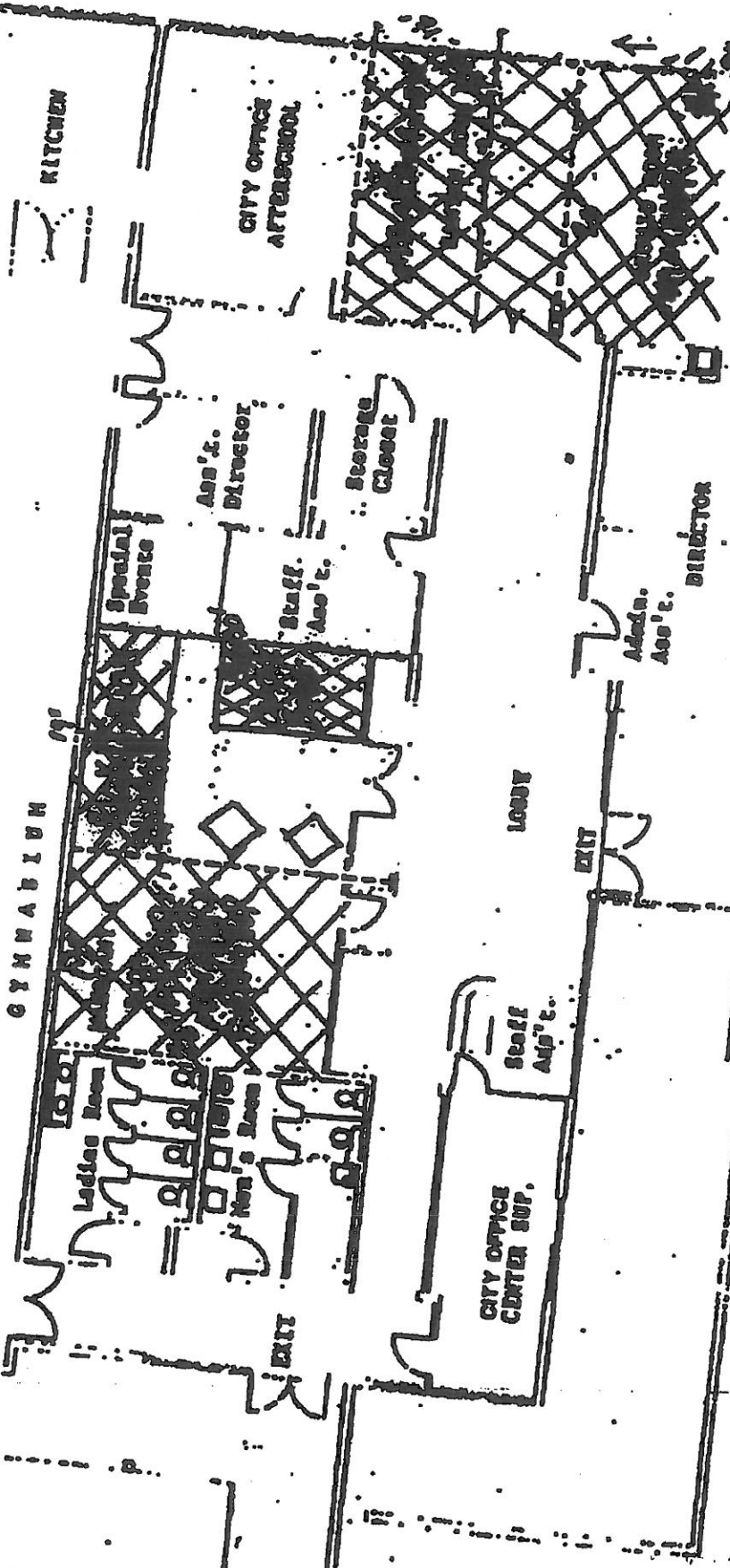
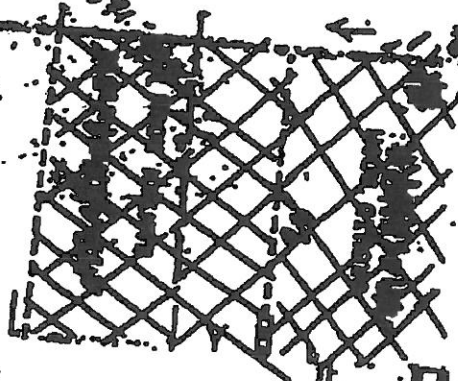
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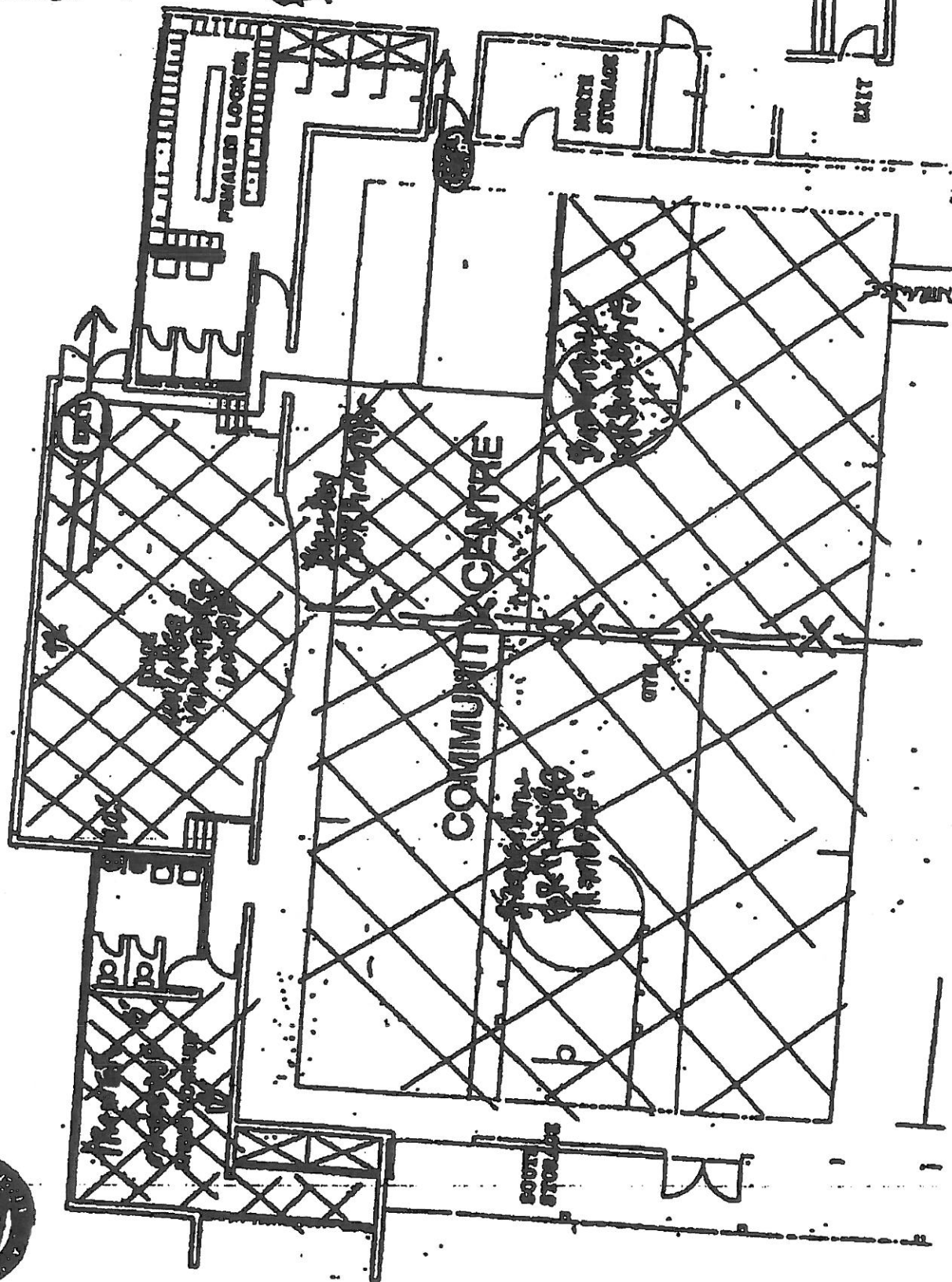
Staff Ass't.

CITY OFFICE CENTER SUP.

Admin. Ass't.

DIRECTOR







Delray Beach • Palm Beach County

The premier tennis experience in Broward, Palm Beach and the Treasure Coast
January 28 - February 5, 2006 at the Delray Beach Tennis Center & Stadium

CITY OF DELRAY BEACH CO-TITLE SPONSORSHIP

IDENTIFICATION

- Name/logo included in the "Official Tournament Title"
- Presentation of trophy or check to singles and doubles champions
- Stadium court signage (name and/or logo)
 - 1 sign on each of the north and south backdrops, court level
 - 1 sign on each of the east and west sides
 - 1 sign on each of the two on-court scoreboards
 - 1 sign on the upper level
- Veranda Signage on Canopy
- 2nd show court signage (name and/or logo)
 - 1 sign on each of the north and south backdrops, court level
 - 1 sign on each of the two on-court scoreboards
- 3rd show court signage (name and/or logo)
 - 1 sign on each of the north and south backdrops, court level
 - 1 sign on each of the two on-court scoreboards
- Recognition as Co-Title Sponsor on sponsors board at tournament entrance
- Recognition as Co-Title Sponsor on sponsors board prominently displayed on-site
- Recognition as Co-Title Sponsor in the Official Tournament Program
- Recognition as a box holder on the box holder's board prominently displayed on-site
- Recognition as a box holder in the Official Tournament Program
- Corporate Identification at box seat entrance on stadium court

ADVERTISING

- Opening and closing billboards and two 30-second commercials during all sessions of televised coverage
- Back cover and 1 full-page advertisement, plus 1 full-page "Welcome" in the Official Tournament Program
- Name/logo included in all print and promotional materials produced by Match Point, Inc. where applicable (posters, brochures, print ads, etc.)
- Listing in the Official ITC Partner Guide, distributed to all ITC sponsors, business associates, box holders and series ticket holders
- Right to incorporate sponsor's tournament affiliation in promotional activities

PROMOTIONS

- An exhibition booth to showcase sponsor's products and services, including
 - exhibitor credentials
 - parking passes
- 2 public address announcements per session on stadium court

Exhibit D

PROMOTIONS (continued)

- ~ Featured "Sponsor Session" devoted to the promotion of sponsor, including
 - ~ Signage at tournament entrance naming sponsor as "Session Sponsor"
 - ~ Right to distribute product at tournament entrance
- ~ Assistance in designing promotions and creating tournament related marketing programs
- ~ Sponsor may supply product to spectators, players, press and tournament VIP's, upon Match Point, Inc.'s approval

WEBSITE & "E" NEWSLETTER

- ~ Recognition on Official Tournament Website (approx. 500,000 visits during tournament week alone)
- ~ Link to company's website from Official Tournament Website, www.YellowTennisBall.com
- ~ "Featured Introduction" to fellow sponsors, VIPs, Box Holders, and chamber members via "Official Newsletter" to approximately 6,500 recipients

TICKETS, CREDENTIALS & PASSES

- ~ "Stadium Veranda" seating on stadium court for 4 people per session
- ~ 4 VIP credentials
- ~ 2 valet parking passes per session
- ~ 10 box seats per session
- ~ 5 VIP parking passes per session
- ~ 24 reserved seats (section A - O) on stadium court per session
- ~ 12 premier parking passes per session
- ~ 100 grandstand seats per session

HOSPITALITY & ENTERTAINMENT

- ~ One 60-minute tennis clinic for 12 people, including
 - ~ On-court beverages and towels
 - ~ Shower facilities
- ~ Invitations for 10 people to join us for the "Players/Sponsor Charity Party"

OFFICIAL TOURNAMENT MERCHANDISE

- ~ 10 Official Tournament Polo Shirts
- ~ 10 Official Tournament T-shirts
- ~ 20 Official Tournament Programs





Delray Beach • Palm Beach County

EMERALD "CITY" PARTNERSHIP 2006 - 2008

IDENTIFICATION

- ~ Stadium court signage (name/logo)
 - ~ 1 sign on stadium court
 - ~ 1 sign on the upper level
- ~ 2nd show court signage (name/logo)
 - ~ 1 sign on court
- ~ 3rd show court signage (name/logo)
 - ~ 1 sign on court
- ~ Recognition as a Emerald "City" Sponsor on sponsor's board at tournament entrance
- ~ Recognition as a Emerald "City" Sponsor on sponsor's board prominently displayed
- ~ Recognition as a Emerald "City" Sponsor in the Official Tournament Program
- ~ Recognition as a box holder on box holder's board prominently displayed on-site
- ~ Recognition as a box holder in the Official Tournament Program
- ~ Corporate identification at box seat entrance on stadium court

Sponsors and Box Holders Boards are prominently displayed year-round at the Delray Beach Tennis Center • Stadium

ADVERTISING

- ~ 1 full-page advertisement in the Official Tournament Program
- ~ Name/logo included in print and promotional materials produced by Match Point, Inc. where applicable (posters, ticket brochures, etc.)
- ~ Inclusion in the Official ITC Partner Guide distributed to all ITC sponsors, business associates, box holders and series ticket holders
- ~ Right to incorporate sponsor's tournament affiliation in promotional activities

PROMOTIONS

- ~ A 10' x 10' exhibition booth to showcase sponsor's products and services, including
 - ~ 2 exhibitor credentials per session
 - ~ 1 parking pass per session
- ~ 1 public address announcement per session on stadium court
- ~ Assistance in designing promotions and creating tournament related marketing programs
- ~ Sponsor may supply product to spectators, players, press, and tournament VIP's, upon Match Point, Inc.'s approval

Exhibit E

TICKETS, CREDENTIALS & PASSES

- ~ 2 boxes (4 seats each) per session
- ~ 4 VIP credentials
- ~ 4 VIP parking passes per session
- ~ 6 reserved seats (sections A - O) on stadium court per session
- ~ 3 premier parking passes per session

WEBSITE & "E" NEWSLETTER

- ~ Recognition on Official Tournament Website (approx 500,000 visits during tournament)
- ~ Link to company's website from Official Tournament Website, www.YellowTennisBall.com
- ~ "Featured Introduction" to fellow sponsors, VIPs, Box Holders, and chamber members via "Official Newsletter" to approximately 6,500 recipients seven (7) times annually

HOSPITALITY & ENTERTAINMENT

- ~ Invitations for 4 people to join us for the Charity Players Party
- ~ Hospitality areas with catering are available for your entertainment needs

OFFICIAL TOURNAMENT MERCHANDISE

- ~ 4 Official Tournament Polo Shirts
- ~ 4 Official Tournament T-shirts
- ~ 8 Official Tournament Programs

The Emerald "City" Partnership is available for \$75,000



Delray Beach • Palm Beach County

DIAMOND "CITY" PARTNERSHIP 2006 - 2008

IDENTIFICATION

- Stadium court signage (name/logo)
 - 2 signs on stadium court
 - 1 sign on the upper level
- 2nd show court signage (name/logo)
 - 2 signs on court
- 3rd show court signage (name/logo)
 - 2 signs on court
- Recognition as a Diamond "City" Sponsor on sponsor's board at tournament entrance
- Recognition as a Diamond "City" Sponsor on sponsor's board prominently displayed
- Recognition as a Diamond "City" Sponsor in the Official Tournament Program
- Recognition as a box holder on box holder's board prominently displayed on-site
- Recognition as a box holder in the Official Tournament Program
- Corporate identification at box seat entrance on stadium court

Sponsors and Box Holders Boards are prominently displayed year-round at the Delray Beach Tennis Center & Stadium

ADVERTISING

- 1 full-page advertisement in the Official Tournament Program
- Name/logo included in print and promotional materials produced by Match Point, Inc. where applicable (posters, ticket brochures, etc.)
- Inclusion in the Official ITC Partner Guide, distributed to all ITC sponsors, business associates, box holders and series ticket holders
- Right to incorporate sponsor's tournament affiliation in promotional activities

PROMOTIONS

- A 10' x 10' exhibition booth to showcase sponsor's products and services, including
 - 2 exhibitor credentials per session
 - 1 parking pass per session
- 1 public address announcement per match on stadium court
- Assistance in designing promotions and creating tournament related marketing programs
- Sponsor may supply product to spectators, players, press, and tournament VIP's, upon Match Point, Inc.'s approval

TICKETS, CREDENTIALS & PASSES

- ~ 2 boxes (4 seats each) per session
- ~ 4 VIP credentials
- ~ 2 VIP parking passes per session
- ~ 8 reserved seats (sections A - O) on stadium court per session
- ~ 4 premier parking passes per session

WEBSITE & "E" NEWSLETTER

- ~ Recognition on Official Tournament Website (approx 500,000 visits during tournament)
- ~ Link to company's website from Official Tournament Website, www.YellowTennisBall.com
- ~ "Featured Introduction" to fellow sponsors, VIPs, Box Holders, and chamber members via "Official Newsletter" to approximately 6,500 recipients seven (7) times annually

HOSPITALITY & ENTERTAINMENT

- ~ Invitations for 8 people to join us for the Charity Players Party
- ~ Hospitality areas with catering are available for your entertainment needs

OFFICIAL TOURNAMENT MERCHANDISE

- ~ 8 Official Tournament Polo Shirts
- ~ 8 Official Tournament T-shirts
- ~ 16 Official Tournament Programs

The Diamond "City" Partnership is available for \$175,000

FY 2015 Purchasing Plan 10 17 14

Referring to *FY 2013 or 2014 Venders over \$ 25K* worksheet

1. Review each vender NAME and insure that DEPT is correct.
2. After identifying all your venders, look at each and fill in the 5 right hand columns:
3. If you have a Commission approved contract currently in force:
 - a. *Authorized by* is COMM.
 - b. *Date authorized* is contract start date.
 - c. *Date authorization expires* in contract end date.
 - d. Pls include a copy of the Commission memorandum and the contract when you submit this completed material.
4. If there is a contract, but it is not Commission approved,
 - a. *Authorized by* is City Manager (CM) or Department Head (DH).
 - b. *Date authorized* is contract start date.
 - c. *Date authorization expires* in contract end date.
5. If there is no contract, all three columns are NA.
6. Develop your *Plan*
 - a. If you have a Commission approved contract that expires on or after Sep 30, 2015 you are OK for now. Monitor City-wide spending throughout the year; when you get close to the annual spending authorized in the contract, schedule a Commission item to increase your limit.
 - b. If you have a Commission approved contract that expires before Sep 30, 2015, schedule a Commission item to authorize a new contract, which will require you to follow all purchasing code rules.
 - c. If you have no contract, monitor City-wide spending throughout the year; when you get close to \$ 25K, schedule a Commission item to increase your limit.

Caveat

The purpose of code section 36.03 (B) is to identify opportunities for bids that were not immediately apparent. We might have been acquiring small amounts of the same / similar products or services in several departments and from multiple venders. When we look City - wide we see that we have sufficient volume for a formal procurement that could result in significant savings or increases in quality. Please be open to such opportunities.

EXHIBIT "F"

EXHIBIT "G"

MatchPoint

Exhibit G

Each contract requires a special "sponsorship needs" document to be created corresponding to the specifics of each item in the sponsorship. The document is used to convey to the sponsor what items the tournament will need in order to properly fulfill the sponsorship. Deadlines and proper formats for each item are included. This document is sent to the sponsor within a few days of the agreement being signed.

The tournament's sponsor relations personnel contacts the sponsor to review each section of the partnership. After a complete review of the agreement the sponsorship needs document will be discussed in detail with the sponsor. This process helps to alleviate any miscommunication about applicable requirements on the part of the tournament and the sponsor. The following sections convey the tournament's administration of each sponsorship:

- In-house staff contacts new sponsor for general company information. Including, but not limited to:
 - Point of contact and contact information
 - Name and contact information of any relevant personnel
 - Company name as it should appear in print & on tournament website
 - Web Address to link to www.YellowTennisBall.com
 - Company logo (vector-based EPS format)
 - Company tag line
 - Corporate mailing address

- The above ascertained information is utilized as follows:

- Identification

- Court signage

- Tournament can use company's corporate logo identification or sponsor may choose to create something unique. Artwork must be provided in a vector-based EPS format.
- Once logos are received, 90 percent of the time they are jpegs which are not vectorized (reproducible in scale while maintaining integrity) so clarity is generally an issue. Logos must be edited, sometimes even rebuilt, to turn them into vector art to ensure clear images regardless of scale. Some sponsors will use different logos or branding pending the signage location and dimensions so the process is then elongated.
- Once logos are vectorized and made ready for use, we work with a local Delray Beach vendor for design, printing, delivery and installation of signage. On-court signs are customized large 8' x 36" Lexcore custom-blue panels (to match center court's aquatic theme) that are shipped from Kentucky to the Delray Beach sign maker.
- Sign maker presents multiple layout options for us to review and send to sponsor. Some sponsors prefer vertical layouts, some prefer horizontal layouts, all pending the application. Upon tweaking the design to the sponsor's satisfaction, we will give the official "OK to print" to the vendor so that he can print the piece.

- This process is repeated for each and every piece of court signage that has the sponsor's identification on it, i.e. on-court signs, upper level stadium signs, court 1 and court 4 signs.
- Sponsors boards
 - Same as with on-court signage, must go through process of vectorizing logos. Sometimes multiple logos pending the sponsor's desires, which lengthens the process.
 - Different than on-court signage which features individual logos on a single piece of substrate, sponsors boards include multiple logos and the design part of the job is more timely. For this process we have to work with a 3rd party graphic designer.
 - At the same time we accumulate the required logos and go through the vectorizing process, we also work with the designer on the header, framework and theme for the sponsors boards. This overall look must be conducive to not just the two sponsors boards, but also the singles draw board, doubles draw board, Patrons board and box holders board so everything has a cohesive appearance.
 - Once we receive the multiple logos that will be featured on the sponsors boards, we work closely with the designer to ensure that the size, layout and pattern of the logos properly represents the level and value of the featured sponsors.
 - Before the design of the sponsor boards is officially signed off on to print, the draft goes through a process of checks and balances amongst office staff to ensure accurate listing of sponsors has been assigned.
 - The large files are then sent from the designer to the local printer for production, delivery and installation.
- Box Holders Board
 - Similar to the sponsors boards, but featuring the name listing of the sponsor rather than the logo identification. The official name of the company is confirmed to ensure that proper identification is given, i.e. with or with "Inc.", full name compared to common abbreviations, etc.
 - Also like the sponsors boards, the detailed graphics require the work of the same 3rd party designer. Once the tournament accumulates the hundreds of names for listing on the box holders board we then forward the list to the designer for layout. It is important that each and every name is accurate therefore the list goes through the system of checks and balances to ensure all names are represented and correct.
 - Upon reviewing the draft of the sign, going through a 2nd process of checks and balances and signing off on the approved piece, the designer sends the large file to the local printer for production, delivery and installation.
- Official Tournament Program
 - Similar to the Sponsors Boards in that the sponsors page in the program includes multiple logos and names. For this purpose, we must again go through process of vectorizing logos as many on this page will not have been vectorized yet as the sponsor didn't have signage for which we would've tended to the logo previously, or some of the sponsors may choose to use a different logo for this page as it's a hand-held publication rather than a visual representation on a sign.
 - For those sponsors who receive name recognition, not logo identification, the official name of the company is confirmed to ensure that proper identification is given, i.e. with or with "Inc.", full name compared to common abbreviations, etc.
 - Once we receive the multiple logos and names that will be featured on the sponsors page in the program, we work closely with the designer to ensure that the size, layout

and pattern of the logos and names properly represents the level and value of the featured sponsors.

- Before the design of the page is officially signed off on to print, the draft also goes through a process of checks and balances amongst office staff to ensure accurate listing of sponsors has been assigned.

- Box Seat Entrance

- The official name of the company is confirmed to ensure that proper identification is given, i.e. with or with "Inc.", full name compared to common abbreviations, etc.

- Once the full list of box holders is accumulated, with their seating assignments, the detailed list is sent to the sign maker for design of the individual signs.

- Sign maker will produce drafts of each individual sign, including the name of the box holder with their seating assignment. We will then review each piece for accuracy before giving the OK to print, produce, deliver and install.

- Advertising

- Official Tournament Program

- Receive the sponsor's advertisement from in-house staff and review ad for size accuracy and to make sure there are not any obvious technical issues. Specifications:

- PDF, TIFF, QXD, PSD, FH, CDD, 300 DPI JPG (PLEASE NOTE - We prefer to receive a 300 DPI PDF. If you can convert the fonts please do so. If not, have them embedded into the PDF document.)

- All files need to be converted to grayscale

- With bleed

Full-page 8.75 inches (wide) x 7.25 inches (tall)

1/2 page, horizontal 8.75 inches (wide) x 3.75 inches (tall)

1/2 page, vertical 4.50 inches (wide) x 7.25 inches (tall)

- No bleed (there will be a .25 inch border around ad)

Full-page 8 inches (wide) x 6.5 inches (tall)

1/2 page, horizontal 8 inches (wide) x 3 inches (tall)

1/2 page, vertical 3.75 inches (wide) x 6.5 inches (tall)

- Trim size is 8 1/2 x 7

- If obvious problems exist, we return the ad to the sponsor who can fix the problems or we can assess the cost from tournament's graphic artist

- Advertisement is then forwarded to program designer for thorough inspection, including margins, line screen, resolution, etc. Once individual ad is approved, it is filed as "ready for print".

- Once all advertisements and editorial are compiled, the book is laid out with special attention paid to positioning of sponsor's advertisements. Consideration is given to the size of the sponsor, location relative to intriguing editorial content, right side or left side page, cover or internal placement, depth, etc.

- Draft of book is program is then created for review, checks and balances. Upon confirming all ads and editorial are placed, accurate and clear, the book is ready for printing, binding and delivery.

- Name/logo Inclusion in Promotional Materials

- Pending level of sponsorship, sponsor's identifying trademark is included in tournament's marketing and promotional materials, i.e. ticket brochures, posters, print ads, billboards, TV spots, etc. For this purpose, vectorized logos are crucial and that same process is followed for any logos incorporated into the tournament's campaign.

- Placement of logos within campaign is strategic in order to maximize the branding effort of the sponsor and event alike, so they nurture each other.
- Before promotional and marketing materials are signed off on for production, they go through a system of checks and balances to make sure all required sponsor identification is apparent and accurate.
- Right to Incorporate Affiliation
 - Tournament works with sponsor individually to tie-in their affiliation with the event in their advertising and branding efforts.
- Promotions
 - Exhibition Booth
 - Tournament will work with sponsor on times for pre-tournament setup and post-tournament breakdown, schedule of tournament sessions and hours the exhibition booth is expected to be open, staffing of the exhibition booth during the tournament with proper credentials and parking passes. Any enhancements to booth are also reviewed.
 - Tournament pays special attention to sponsor's exhibiting opportunity. As a key interactive element to the sponsorship, care is taken when placing the sponsor on the property in an effort to maximize their experience—Is it a product, is it a service, are they retail, are they display, is it relative other exhibitors whereby they can aid each other's exhibiting and the fans' interactive experience?
 - Operationally, the tournament tends to the electric, phone, lighting, structural and security needs relative to the exhibit booth.
 - Signage is also included and therefore the signage process then comes into play, i.e. correct identification, checks and balances, production process, etc.
 - Public Address Announcements
 - Tournament works individually with sponsor on the creation of their personalized 40-word public address announcement. Tournament provides well-received examples from other sponsors and input regarding a rewarding announcement.
 - Assistance In Designing Promotions
 - Tournament works one on one with sponsor to help them best use the tournament and their affiliation with the event to maximize their gain. This includes pre-event, during-event and post-event.
 - Supplying product
 - The tournament knows who is on property, when they're on property, the demographic make-up of these people and when and how best to engage them. With this knowledge the tournament works with each sponsor individually, if applicable, on creating an interactive experience, even facilitating introductions personally if beneficial.
- Tickets, Credentials & Passes
 - Tournament works with sponsor on any special requests regarding the distribution of box seats, VIP credentials, sponsor credentials, VIP parking, premier parking, reserved seating and special event passes. Explanation for the proper use of each type of ticket and pass is reviewed with the sponsor. Because of the diverse seating, tickets and passes, an explanation of the stadium and venue is beneficial.

- Web Site & E-Newsletter

- Tournament's web site, YellowTennisBall.com, is iconic in the industry; Time and resources are continuously devoted to making it a viable year-round marketing tool for sponsors and partners. Reciprocal linking on sponsor pages, within news stories and in on-site features includes obtaining sponsor's desired URL and hyper-linking to it wherever the sponsor is addressed on YellowTennisBall.com

- Tournament works with sponsors to create a provocative corporate introduction to feature in the tournament's Official E-newsletter (approximately 9,000 recipients). Tournament complies the name, logo/picture and short release that links to the full story on YellowTennisBall.com. The e-newsletter database is opt-in and continuously updated with new followers.

- Hospitality & Entertainment

- Tournament takes the lead with selected staff at sponsor organization regarding invitations and RSVP's for tournament functions.

- If the sponsor requires hospitality area with catering for entertainment, the tournament reviews the available schedule with sponsor and makes accommodations for the number of guests, catering/menu, décor, entertainment, etc.

Official Tournament Merchandise

- Official ITC logo apparel is part of all sponsorships and the tournament is responsible for making sure that each sponsor receives their specified merchandise vouchers in the sponsorship package

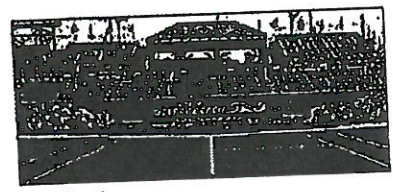
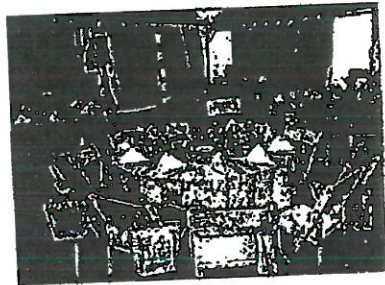
This process is repeated six times, once for each of the six sponsorships that the City has at its disposal to sell. Additionally, Match Point, Inc. works with City's sales agency to aid the process in advance of the sale, during the sale and throughout fulfillment of the sale



"Tennis engenders brand loyalty second only to NASCAR and has a fan base with a high average net worth."
 —Sport Business International

IDENTIFICATION

- Name/logo included in the "Official Tournament Title"
- Presentation of trophy to finalist
- Stadium Court signage (name/logo)
 - ~ Identification on each of the north and south court level backdrops
 - Featured signage placement on north and south backdrops continuously in sightline from camera positions as well as having premium visibility by all stadium spectators*
 - ~ 1 sign on each of the east and west sides
 - Featured signage placement on east and west sidewalls continuously in sightline from camera positions as well as having premium visibility by all stadium spectators*
 - ~ 1 sign on each of the two on-court scoreboards
 - Featured signage placement on scoreboards in line with camera positions and highly visible for all patrons*
 - ~ 1 sign on the upper level
 - Premium signage placement on the upper level is visible to all north, south and east side patrons*
 - ~ Signage on Stadium Veranda VIP canopy
 - Exclusive signage placement on the VIP canopy is visible to all south, east and west side patrons*
- 2nd show court signage (name/logo)
 - ~ Identification on each of the north and south court level backdrops
 - ~ 1 sign on each of the two on-court scoreboards
- 3rd show court signage (name/logo)
 - ~ Identification on each of the north and south court level backdrops
 - ~ 1 sign on the on-court scoreboard
- Recognition as the Co-Title Sponsor on Sponsor's Board at tournament entrance *
- Recognition as the Co-Title Sponsor on Sponsor's Board prominently displayed on-site *
- Recognition as the Co-Title Sponsor in the Official Tournament Program
- Recognition as a Box Holder on Box Holder's Board prominently displayed on-site *
- Recognition as a Box Holder in the Official Tournament Program
- Corporate identification at the Box seat entrance in Stadium Court



* Sponsors & Box Holders Boards are prominently displayed year-round at the Delray Beach Tennis Center & Stadium

ADVERTISING

- ATP Champions Tour Event featured in internationally televised ATP Highlight Program
- ATP Champions Tour Event highlights featured during national and international coverage of ATP World Tour event

ADVERTISING (continuation)

- ~ 2 Public address announcements per session on Stadium Court
- ~ Recognition in print and promotional materials produced by Match Point, Inc. (i.e. 90,000 ticket brochures, Official Tournament Posters distributed regionally to 100+ country clubs, newspaper advertisements, etc.)
- ~ Right to incorporate sponsor's tournament affiliation in promotional activities

PROMOTIONS

- ~ "Featured Sponsor Session" devoted to promotion of sponsor, including
 - ~ Signage at tournament entrance naming sponsor as "Session Sponsor"
 - ~ Right to distribute product at tournament entrance
- ~ A 10' x 10' exhibition booth to showcase sponsor's products and services, including 2 exhibitor credentials and 1 parking pass per session. *Sponsor to provide copy of database obtained during week of ITC*
- ~ Preferred ticket pricing for an employee appreciation outing and/or client entertainment (10 % on Box Seats, 20 % discount on Reserved Seats); ITC will create custom email and landing page on YellowTennisBall.com featuring promotion and ordering mechanism
- ~ Assistance in designing promotions and creating tournament related marketing programs
- ~ Sponsor may supply product to spectators, players, tournament VIP's, upon Match Point, Inc.'s approval



TICKETS, CREDENTIALS & PASSES

- ~ 4 seats in the Stadium Veranda per session
- ~ 2 valet parking passes per session
- ~ 10 box seats each per session
- ~ 4 VIP credentials
- ~ 5 VIP parking passes per session
- ~ 24 Reserved seats (sections A - O) on stadium court per session
- ~ 12 Premier parking passes per session
- ~ 100 grandstand seats per session

WEBSITE & E-NEWSLETTER

- ~ Recognition on Official Tournament Website (13,000,000+ visits during tournament)
- ~ Link to company's website from Official Tournament Website, www.YellowTennisBall.com
- ~ "Featured Introduction" to 9,000-plus fellow sponsors, VIP's, box holders and patrons via YellowTennisBall.com E-newsletter

HOSPITALITY

- ~ Access throughout the tournament week to the private Box Holders Lounge, featuring full-bar, complimentary 'drink of the day', snacks and live TV coverage of the matches in an indoor/outdoor oasis overlooking the event
- ~ Invitations for 10 people to join us for the Sponsors/Players Party
- ~ Hospitality areas with catering are available for your entertainment needs

This City of Delray Beach Co-Title Sponsorship for the ATP Champions Series event is \$375,000 per year for 21 years, increasing 3 % annually.

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YellowTennisBall.com | Facebook, Myspace & Twitter: Delray Beach ITC