

ORDINANCE #66225
Board Bill No. 413

An ordinance recommended by the Board of Public Service authorizing and directing the Mayor and the Comptroller, on behalf of the City of St. Louis, to enter into and execute an Agreement for Torch Relay Services with the Organizing Committee for the Olympic Games ATHENS 2004.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor and the Comptroller are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute an Agreement for Torch Relay Services with the Organizing Committee for the Olympic Games ATHENS 2004. Said agreement shall be executed substantially in the form as the attached hereto as Exhibit A, which is made part of this Ordinance by reference.

SECTION TWO. The Mayor and the Comptroller are authorized and directed to execute or approve other documents as may be necessary and appropriate to implement this ordinance which are approved as to form by the City Counselor and as consistent herewith.

SECTION THREE. This ordinance, being deemed necessary for the immediate preservation of the public peace and health, is hereby declared to be an emergency measure under Article IV Sections 19 and 20 of the Charter.

AGREEMENT
FOR TORCH RELAY SERVICES
BETWEEN
ORGANISING COMMITTEE FOR THE OLYMPIC GAMES
ATHENS 2004 S.A.
AND
St. Louis, Missouri USA
AGREEMENT FOR TORCH RELAY SERVICES

This Torch Relay Services Agreement (the "Agreement") is entered into this ___ day of _____, 2004, between the Organising Committee for the Olympic Games ATHENS 2004 ("ATHOC") and The City of St. Louis, Missouri ("Community").

RECITALS:

A. The International Olympic Committee (the "IOC") has entrusted the organization of the 2004 Olympic Games to the Hellenic Olympic Committee (the "HOC") and the City of Athens, Greece. The Hellenic Republic, through Law Number 2598/1998, has established ATHOC to organize and stage the Games pursuant to Article 6 of the Host City Contract dated September 5, 1997 among the HOC, the IOC and the City of Athens.

B. ATHOC will organize and conduct the ATHENS 2004 Olympic Torch Relay ("Relay") by providing transportation and security of the Olympic Flame from Greece to travel through certain cities throughout the world and finally to Athens for the Opening Ceremony of the 2004 Olympic Games.

C. ATHOC is proposing that the Relay be routed through Community's local government area.

D. ATHOC has requested that, if the Relay is routed through Community's local government area, Community will provide certain support services to assist in the successful staging of the Relay.

E. Community has agreed to provide support services on the terms and conditions stated in this Agreement.

AGREEMENT

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

- 1.1 “Ambush Marketing” means an attempt by a third party not affiliated with the Relay to commercially profit from the Relay by falsely associating itself or its products with the Games, Olympic Symbol, Relay, ATHOC, Designated Marks, Relay Imagery, ATHOC Emblem or Relay participants, or by falsely suggesting that it or its products are endorsed by or in association with the Games, Olympic Symbol, Relay, ATHOC, Designated Marks, Relay Imagery, ATHOC Emblem or Relay participants.
- 1.2 “ATHOC Associated Parties” means IOC, HOC, Presenting Sponsors, Official Providers, official ATHOC licensees, Marketing Partners, ALEM International Management Inc., ATHOC employees, contractors and employees and other ATHOC designees.
- 1.3 “ATHOC Emblem” means the emblem which is a white olive wreath on a blue background together with the five interlocking Olympic rings and words “ATHENS 2004”.
- 1.4 “Community Celebration” refers to the events hosted by Community to celebrate the passage of the Relay through Community.
- 1.5 “Community Task Force” means the Task Force established by the Community to plan and co-ordinate all aspects of the Community’s participation to the Relay.
- 1.6 “Confidential Information” means any written proprietary or other confidential information marked, noted or implied to be confidential.
- 1.7 “Designated Marks” means “ATHENS 2004 Olympic Torch Relay Presented by Coca-Cola and Samsung” and the ATHENS 2004 Olympic Torch Relay Composite Logo attached as Appendix A hereto.
- 1.8 “Force Majeure” means an act, omission or circumstance beyond the control of ATHOC or Community, including fires, floods, snow storms, ice storms, riots, explosions, wars and hostilities, but excluding any strike or other industrial action.
- 1.9 “Games” means the 2004 Olympic Games to be held principally in Athens, Greece and surrounding areas in August 2004.
- 1.10 “Host City Contract” means the contract between the IOC on one hand and the City of Athens and the Hellenic Olympic Committee (“HOC”) on the other hand dated 5/9/1997.
- 1.11 “IOC” means the International Olympic Committee.
- 1.12 “Marketing Partners” means those companies and organizations that are recognized by ATHOC as associated with the Relay. ATHOC will provide written notification of Marketing Partners if they are appointed.
- 1.13 “NOC Agreement” means the agreement signed between ATHOC and Community’s National Olympic Committee (“NOC”).
- 1.14 “Official Providers” means those companies and organizations that are recognized by ATHOC as helping to fund the Relay and are designated by ATHOC as Providers of the Relay.
- 1.15 “Olympic Flame” means the flame ignited in Olympia, Greece which travels through certain cities around the world and finally back to Athens for the Opening Ceremony of the 2004 Olympic Games.
- 1.16 “Olympic Symbol” means the five interlocking Olympic rings used alone, as defined in the Appendix of the Nairobi Treaty ratified by Law 1347/1983.
- 1.17 “Party” or “Parties” means ATHOC and/or Community, as appropriate for the context of use.

- 1.18 “Planning Guide” means the Torch Relay Community Planning Guide which will be provided by ATHOC to Community.
- 1.19 “Presenting Sponsors” means those sponsors that are recognized by ATHOC as helping to fund the Relay and are designated by ATHOC as Presenting Sponsors of the Relay. The Coca-Cola Company and Samsung Electronics Co. Ltd. are Presenting Sponsors of the Relay.
- 1.20 “Relay” means the ATHENS 2004 Olympic Torch Relay, which commences in Olympia, Greece and travels through certain cities around the world and finally back to Athens for the Opening Ceremony of the 2004 Olympic Games.
- 1.21 “Relay Imagery” means the logos, marks and copyrighted materials, images of torches, torch bearers, torch relays, Relay-event footage, and depictions of mascots developed by ATHOC for the Relay and any other symbols, emblems, marks or designations created by ATHOC in relation to the Relay.
- 1.22 “Top Partners” means the group of companies selected by IOC as worldwide Olympic sponsors (within the TOP V Programme as referred to in Article 45(e) of Host City Contract).
- 1.23 “Torch(es)” means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.

ARTICLE II

SCOPE

This Agreement identifies the rights and obligations of the Parties in connection with the Relay, as well as certain rights of and obligations to third parties that affect the manner in which this Agreement is to be implemented.

ARTICLE III

ROLES

3.1 Role of ATHOC. ATHOC is responsible for staging the Relay as approved by the IOC Executive Board. ATHOC agrees to stage the Relay within Community’s local government area with the principal objectives of (i) managing the secure transmission of the Olympic Flame, (ii) showcasing the local government area and surrounding region whenever possible, (iii) involving the Community in the Relay and (iv) promoting the Games and the Olympic Movement.

ATHOC will:

- (a) Select the Relay route, in consultation with the Community as appropriate.
- (b) Develop and implement the Torchbearer selection process according to the guidelines developed by the IOC. Such guidelines include, inter alia, that any right to select torchbearers cannot be sold, traded, offered as a prize or otherwise utilised in any commercial context.
- (c) Provide transportation to and from the Community for the Olympic Flame and for Relay staff.
- (d) Provide Torches, portable cauldrons, safety lanterns and other equipment necessary for the handling, security and transport of the Olympic Flame.
- (e) Design, develop and produce the “look” elements of the Relay.
- (f) Determine all sponsorship arrangements in connection with the Relay.
- (g) Determine all broadcasting and radio rights arrangements in connection with the Relay.
- (h) Determine all merchandising arrangements in connection with the Relay in cooperation with the NOC.
- (i) Coordinate, as appropriate, with Community, regional and national governments and government agencies.

- (j) Produce and distribute the Planning Guide to Community.
- (k) Assist Community with public relations activities to promote the Relay.
- (l) Assist Community in every way to detect, prevent, remedy, issue legal proceedings and penalise Ambush Marketing.

In connection with the Community Celebration, which is planned and produced by the Community, ATHOC will:

- (a) Review the Community Celebration site selection and help lay out and design the site.
- (b) Develop a base celebration format and review planned Community Celebration activities.
- (c) Provide production elements for the Community Celebration including, look elements, speeches, music pieces and videos.
- (d) Assist Community with public relations to promote the Community Celebration.

3.2 Role of Community. Community agrees to provide planning, advisory and operational support services (without charge to ATHOC or ATHOC Associated Parties) to assist in the successful staging of the Relay within the Community's local government area and will use its best efforts to encourage that no other major events are staged in its local government area on the day of the Relay that conflict with or jeopardize the operation or promotional value of the Relay. ATHOC shall provide to Community chapters of the Planning Guide which deal with such services and Community agrees (i) to implement instructions contained in the Planning Guide and (ii) to distribute copies of chapters of the Planning Guide to appropriate persons responsible for the Relay. The categories and certain details of the services are outlined below:

- (a) **Community Taskforce Establishment and Management.** In coordination with ATHOC the Community will establish a Relay Community Task Force. This Task Force plans and coordinates all aspects of the Community's participation in the Relay and assists and advises ATHOC on other Relay aspects including the setting of the route and the selection of torchbearers. The Community agrees to:
 - (1) establish a Community Task Force comprising appropriate representation from relevant government departments, community organizations and commercial entities.
 - (2) conduct Community Task Force meetings for the purpose of planning the provision of Relay services, allocating tasks and functions and assessing Relay planning progress.
 - (3) ensure that a representative of the National Olympic Committee is invited to be a member of the Community Task Force.
- (b) **Ambush Marketing.** One primary objective of ATHOC is the prevention of Ambush Marketing. Accordingly, Community agrees to:
 - (1) not enter into any sponsorship, marketing, merchandising or concessionaire arrangements in connection with the Relay, except for those specifically authorized by ATHOC.
 - (2) neither directly nor indirectly (including through any agent of the local government) cause or engage in any form of Ambush Marketing.
 - (3) cooperate with ATHOC and the NOC to prevent Ambush Marketing.
 - (4) promptly notify ATHOC and the NOC if Community becomes aware of any suspected Ambush Marketing activities by other parties.
 - (5) in consultation with ATHOC and the NOC, use best efforts to ensure, to the extent permitted by law, for the duration of the event that the Relay route, the Community Celebration site and adjacent areas under the Community's control do not carry any form of temporary advertising or promotional

material (recognizing existing contracts), except as approved by ATHOC.

- (6) help select an alternative Relay route or Community Celebration site, as appropriate, if permanent advertising or promotional material not affiliated with the Relay is located along the Relay route or at the Community Celebration site.
- (7) in consultation with ATHOC and the NOC, use best efforts to ensure, to the extent permitted by law, that all facilities and equipment, such as barriers, tents, tables, chairs, umbrellas, port-a-johns, concessionaire tents or sales vans, are free of advertising or other commercial messages or that such advertising and other commercial messages are masked.

(c) **Community Celebration Site Support Services.** The Relay ends each day at an evening Community Celebration. The Community Celebration is organized and operated by the Community with the assistance of ATHOC. The scale and type of Community Celebration shall be at the discretion of the Community. For the Community Celebration and where otherwise relevant, the Community agrees to:

- (1) procure, after agreement with ATHOC, a suitable celebration site and ensure the site is clean, free of commercial advertising and signage, in good repair and in good operating order for the Community Celebration.
- (2) provide all necessary facilities and amenities necessary for the conduct of the celebration including stage, stage equipment, video screen, barricades, toilet facilities, lighting and security and safety services.
- (3) in consultation with ATHOC develop, should the Community wish, an entertainment program for the Community Celebration and procure performers, bands, talent, masters of ceremony, etc.
- (4) provide, at ATHOC's request, space at the Community Celebration site for the conduct of ATHOC or Relay sponsor activities.
- (5) ensure that all commercial and non commercial activities proposed for the Community Celebration site are approved by ATHOC.
- (6) inform the citizens of the Community about the Community Celebration.
- (7) ensure that the general public are permitted to enter the Community Celebration free of charge.
- (8) use best efforts to prevent commercial messaging and social propaganda by speakers and entertainers.
- (9) use best efforts to mask all commercial identification on clothing and equipment of speakers and entertainers.

(d) **Law Enforcement and Traffic Management Support.** Local law enforcement personnel provide a number of essential services which assist in ensuring the safety, security and timely movement of the Relay. Community agrees to use its best efforts in assisting ATHOC to gain the agreement of the St. Louis Metropolitan Police Department, a state agency, to:

- (1) appoint a law enforcement liaison to ensure the integration of Relay requirements into law enforcement planning.
- (2) assist ATHOC in the development of the Relay route.
- (3) develop a traffic management plan with the ATHOC Security and Safety team to ensure the continuous movement of the Relay caravan.
- (4) provide adequate resources on the day of the Relay to implement the traffic management plan and provide for the expedited movement of the Relay caravan, in cooperation with the ATHOC Security

- and Safety Team, before, during and after the Torch Relay activities.
- (5) provide resources to ensure an agreed upon level of safety and security for the Relay caravan and other Relay personnel.
 - (6) plan for and provide a law enforcement response capability in the event of any security incidents.
 - (7) liaise with the ATHOC Relay Security and Safety Team on any known or perceived security threats to the Relay.
 - (8) provide law enforcement and other personnel for crowd control along the Relay route and at the Community Celebration site.
- (e) **Medical Services.** Community agrees to provide adequate on-call Emergency Medical Service (EMS) vehicle(s) and qualified personnel dedicated to the Relay and also the Community Celebration site. In particular, the EMS vehicle(s) and personnel shall be positioned at agreed-upon location(s) to provide an EMS response capability in the event of an incident involving a Relay participant.
- (f) **Cleaning and Waste Management Services.** The Relay route and the Community Celebration site will require cleaning and waste management services. Community agrees to:
- (1) ensure that the Community Celebration site is kept to a reasonable standard of cleanliness throughout the celebration.
 - (2) provide post-event cleaning and waste management services along the Relay route and at the Community Celebration site.
 - (3) provide an adequate number of dumpsters or waste containers along the Relay route and at the Community Celebration site.
 - (4) provide adequate and clean restroom facilities (including portable facilities) where appropriate at the Community Celebration and break sites.
- (g) **Permits.** Community shall obtain all required permits issued by Community. In the event any permit issued by Community is required for ATHOC or ATHOC Associated Parties for the Relay or Community Celebration, Community agrees to waive all such permits or to obtain the necessary permits on behalf of ATHOC at no cost to ATHOC and ATHOC Associated Parties for, inter alia, the following activities:
- (1) movement of the Relay caravan through the Community.
 - (2) events conducted at the Community Celebration site.
 - (3) erection of temporary facilities at the Community Celebration site, including but not limited to the ATHOC stage and a mobile video screen.
 - (4) promotional activities conducted at the Community Celebration site by ATHOC and ATHOC Associated Parties.
 - (5) movement and police escort, as needed, of the Relay Caravan and support vehicles through the Community.
 - (6) any other activity or operation by ATHOC and ATHOC Associated Parties reasonably necessary to conduct the Relay and Community Celebration.
- (h) **Marketing and Promotion.** The success of the Relay and the impact of the Relay on the Community are dependent on the support of the Community in working, together with ATHOC and the Relay sponsors and partners, in promoting and marketing the Relay and the Community Celebration. The Parties acknowledge that

ATHOC possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements. In promoting the Relay the Community agrees to:

- (1) with the assistance and prior approval of ATHOC, plan and conduct Relay milestone events and press conferences.
 - (2) with the assistance and prior approval of ATHOC, plan and implement a marketing and promotion plan for the Relay and the Community Celebration.
- (i) **Torchbearer Selection.** ATHOC may create a torchbearer selection process based on ATHOC/IOC criteria through a local community nomination process. In the event this process takes place the Community agrees:
- (1) if it so wishes, to distribute and publicise the availability of torchbearer nomination forms.
 - (2) to establish, with the guidance of ATHOC, a judging panel for the evaluation of torchbearer nominations and the selection of torchbearers, conduct torchbearer nomination judging and provide relevant information to ATHOC.
 - (3) to ensure that the National Olympic Committee is invited to participate in the community judging panel.
 - (4) on the day prior to the Relay to host an event for the Community's torchbearers to enable the torchbearers to receive a briefing on the Relay day activities and to publicise the event.
 - (5) to ensure that the National Olympic Committee has the right to distribute, and publicise the availability of, torchbearer nomination forms to its members and associates through its website and other means of publicity.
 - (6) that the total number of torchbearers that will be selected jointly by the Community and the NOC is _____ and ATHOC/IOC have the right and obligation to approve the final list of selected torchbearers.
- (j) **Community Volunteers.** The assistance of local Community volunteers will be an important component of the Relay. Volunteer services may be required to provide assistance in a number of Relay areas. The Community agrees to:
- (1) appoint a member of the Community Taskforce to act as the volunteer coordinator.
 - (2) recruit and manage, in conjunction with community or other organisations, volunteers to provide assistance along the Relay route, at Community Celebrations and in other areas of Relay operations.
 - (3) ensure that all volunteers comply with ATHOC restrictions on clothing and equipment markings.
 - (4) ensure that the National Olympic Committee has the right to nominate its employees, members or associates as Relay volunteers provided they meet volunteer requirements and comply with all ATHOC terms and conditions.
- (k) **Interpretation and Translation.** ATHOC will provide correspondence and other Relay documents, and conduct meetings and Relay operations in English. Community assistance is required in any necessary translation of written Relay materials into the local language and with the provision of interpreters to assist in pre- Relay meetings and in Relay operations. In providing these services the Community will be able to seek the assistance of local volunteers, community or other organisations. For interpretation and translation services the Community agrees to:
- (1) provide for the translation of Relay materials into the local language where translation is required for Relay operations.

- (2) provide an interpreter, where an interpreter is required, for pre-Relay meetings with the Community Task Force or with Community service providers.
 - (3) during the Relay provide a number of interpreters to assist in the conduct of Relay operations.
- (l) **Facility Procurement and Management.** The Relay may require the use of a number of different facilities for various Relay functions. These could include, for example, torchbearer collection points, break sites, parking areas for Relay vehicles etc. The Community's assistance is required in procuring and managing these facilities. The Community agrees to:
- (1) where the desired facility is Community owned, provide access to the facility to ATHOC free of charge.
 - (2) where the desired facility is not Community owned, assist ATHOC in procuring and managing the facility for Relay use free of charge.
- (m) **Airport and Air Services.** The Relay will require the support of the Community's international airport for the efficient arrival and departure of the Olympic Flame aircraft. The Community agrees to:
- (1) coordinate with the airport owner to provide all necessary services ordinarily provided by an airport authority for the arrival and departure of up to two charter aircraft, waive any fees and charges normally levied by the airport authority on a charter flight (including for example landing fees and passenger charges or taxes) to the extent permitted by law and assist in creating an airport arrival event for the charter flight.
 - (2) work with the United States Federal Government to ensure that ATHOC will be provided with any necessary national certification for the carrying of the Olympic flame on board an aircraft.
- (o) **Vehicles.** For the transport of Olympic torchbearers the Community will provide a minimum of six (6) twenty-five (25) seat wheelchair accessible buses together with experienced drivers. The buses will be required for a minimum of one day and may be required for a maximum of three days to allow for application and removal of Relay look elements. The buses shall be free of all commercial advertising or other commercial markings.
- (s) **Revenue Raising.** Community will comply with the Revenue Raising Guidelines contained in the Planning Guide. Details of the proposed Local Contributor Program must be submitted to NOC for review and approval prior to contributions being solicited. The names of proposed local contributors shall be approved in writing by NOC prior to any solicitation. Any revenue raising methods other than the local contributor, traditional community fundraising, and Community Celebration concession operations specifically authorized in the Revenue Raising Guidelines shall be subject to the prior written approval of the NOC. Notwithstanding anything to the contrary contained in this Agreement, any modifications to the Revenue Raising Guidelines contained in the Planning Guide as of the date of this Agreement shall be subject to the prior written approval of NOC.

3.3 Consultation Between ATHOC and Community. The Parties agree to consult with each other to prepare for the Relay within Community's local government area in accordance with the Planning Guide. Nevertheless, the Parties agree that ATHOC is ultimately responsible for making final decisions (following consultation with Community, if possible and appropriate) in relation to all aspects of the Relay, including but not limited to route selection and general conduct of the Community Celebration. In addition, ATHOC retains the exclusive right to revise any aspect of the Relay, the Community Celebration and the Planning Guide that may be necessary or appropriate in the sole opinion of ATHOC..

ARTICLE IV **DESIGNATED MARKS**

On the terms and conditions set forth in this Agreement ATHOC grants to the Community the right to use Designated Marks in the Community from the later of the date of this Agreement and the NOC Agreement until the earlier of the termination or expiration of this Agreement and subject to Section 6.2 hereof. Each use of a Designated Mark must have the prior written approval of both ATHOC and the NOC.

ARTICLE V
LIABILITY AND INSURANCE

5.1 Indemnification by Community. To the extent permitted by law, Community hereby agrees to indemnify and hold harmless ATHOC and ATHOC Associated Parties, including their respective directors, officers, employees, volunteers, contractors, advisors and agents against all claims, liabilities, losses, damages and costs (including legal costs and expenses) arising directly or indirectly from:

- (a) any breach by Community of this Agreement, or
- (b) any act or omission (including negligence, willful misconduct or unlawful conduct) by Community or any Community officers, elected officials, employees, agents, contractors, volunteers, or advisors relating to the subject matter of this Agreement.

The indemnification in this Section 5.1 is a continuing obligation and shall survive termination or expiration of this Agreement.

5.2 Insurance Coverage by Community. Community maintains a self-insurance program, and will use reasonable efforts to not substantially change or terminate such self-insurance program through the date of the Relay.

5.3 Indemnification by ATHOC. ATHOC hereby agrees to indemnify and hold harmless Community, including their officers, employees, volunteers, contractors, advisors and agents against all claims, liabilities, losses, damages and costs (including legal costs and expenses) arising directly or indirectly from:

- (a) any breach by ATHOC of this Agreement, or
- (b) any act or omission (including negligence, willful misconduct or unlawful conduct) by ATHOC or its officers, employees, agents, contractors, volunteers, or advisors relating to the subject matter of this Agreement.

The indemnification in this Section 5.3 is a continuing obligation and shall survive termination or expiration of this Agreement.

5.4 Insurance Coverage by ATHOC. ATHOC agrees to provide the Community with a Certificate(s) of Insurance from its insurance carrier(s) naming the Community as Additional Insured party. Certificates of Insurance shall be renewed annually with a copy forwarded to the Community. A copy of the respective Additional Insured endorsement shall accompany certificates and other endorsements as necessary to demonstrate that all required conditions have been met. In lieu of providing endorsements, ATHOC may provide a certified statement from its insurance company(ies) that such conditions have been met under the policy(ies).

During the term of this Agreement and for a minimum of six (6) months thereafter, ATHOC agrees to maintain:

- (a) a policy of general liability insurance with a limit not less than one million dollars (\$1,000,000) for general liability, property damage and bodily injury and death resulting from any one accident,
- (b) Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) for each accident. Such insurance shall cover liability arising out of any automobile, including those, which are owned, hired and non-owned,
- (c) workers compensation and employer's liability insurance with respect to their respective employees and other respective persons normally covered under such policies, and
- (d) with each policy of insurance, a provision that the policy shall not be cancelled or materially altered (including reduction of coverage) without at least thirty (30) days prior notice provided to the named additional insured.

ATHOC agrees to notify the Community, as appropriate, within seven (7) business days of any related claim made under the respective insurance policy(ies).

**ARTICLE VI
TERM AND TERMINATION**

Community acknowledges and agrees that ATHOC possesses the ultimate decision to conduct the Relay in the Community's local government area. Therefore:

6.1 Term. Unless terminated sooner under Article VI, this Agreement shall be effective from the date of its execution, above stated, until the day after the Relay has been completed in the Community's local government area.

6.2 Termination.

(a) Community agrees that ATHOC, in its sole discretion, may terminate this Agreement and the Relay through the Community's local government area (i) at any time for any or no reason until March 31, 2004 and (ii) after March 31, 2004 only for incidents or reasons beyond the control of ATHOC; however, ATHOC agrees that, in the event of such termination, ATHOC will provide Community notice of the termination as soon as practicable after the decision by ATHOC is made.

(b) Community agrees that ATHOC in its sole discretion may terminate the rights of Community under Article IV hereof fifteen (15) days after serving notice to the Community of Community's breach of Article IV unless Community shall have cured the breach within the fifteen (15) day period. In such a case the rest of the provisions of the Agreement shall remain in force. Upon expiration or termination of this Agreement, Community shall cease all use of the Designated Marks.

**ARTICLE VII
CONFIDENTIAL INFORMATION**

Subject to applicable legal requirements including Chapter 610 of the Missouri Revised Statutes, the Missouri Sunshine Law, each Party agrees to use reasonable efforts not to disclose to third parties Confidential Information provided by the other Party. If ATHOC is required by law to disclose such Confidential Information, ATHOC will notify Community prior to such disclosure.

**ARTICLE VIII
MISCELLANEOUS**

8.1 Entire Agreement. This Agreement contains all the terms and conditions agreed by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and negotiations. This Agreement shall not be modified or revised, except by a document signed by authorized representatives of both Parties.

8.2 Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by facsimile (to the facsimile number specified below), hand delivery, certified mail or overnight courier, to the attention of the Party specified below. The date of transmittal if transmitted by facsimile (provided an appropriate confirmation is obtained) or the date of receipt if by hand delivery, certified mail or overnight courier shall be deemed the date the notice or statement is given. If transmitted by facsimile, a copy of any such notice shall also be sent by certified mail, return receipt.

To ATHOC: Organising Committee for the Olympic Games ATHENS 2004 S.A.
Filikis Etairias and Iolkou
Nea Ionia 14234, Greece
Attention: Arsinoi Lainiotis
Fax: +30 210 2004 600

To Community: _____

Attention:
Fax:

8.3 Delays. The Parties acknowledge that the time set for conducting the Relay cannot be changed. Therefore, successful implementation of the Relay requires close cooperation and fairness between the Parties. The Parties agree to notify each other as soon as practicable when either becomes aware of any condition that will significantly affect timing or execution of the Relay.

8.4 Representations. Each Party represents and warrants that it possesses the requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. Further, each Party represents and warrants that its obligations and rights under this Agreement will not violate any restriction contained in each respective Party's organizational documents nor will its obligations and rights conflict with any law, statute, ordinance, order, ruling, license, regulation or judgment to which each respective Party is subject. The obligations and responsibilities of Community shall be subject to the laws of the state of Missouri and the ordinances and Charter of The City of St. Louis, Missouri.

8.5 Conflict of Interest. Each Party agrees to use its best efforts to ensure that its directors, officers, employees, volunteers, contractors, advisors and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner.

8.6 Severability. If any provision or term of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, such provision or term shall not affect any other provision or term of this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of this Agreement is not frustrated.

8.7 Independent Contractors. This Agreement shall not create a joint venture, partnership, principal-agent or other relationship between the Parties, except that of independent contractors.

8.8 Survival. The provisions Paragraphs 5.1, 5.3, 5.4, and 8.4 of this Agreement (a) shall survive termination of this Agreement to the extent necessary to protect the rights and to effect the intent of the Parties, and (b) shall inure to the benefit of the Parties and, to the extent set forth herein, to their respective successors and permitted assigns.

8.9 Counterparts. This Agreement may be executed in more than one counterpart, each of which, when executed, delivered and complete with its incorporated Exhibit, shall be deemed an original.

8.10 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with, the laws of the state of Missouri, without reference to principles governing choice or conflict of laws. The Parties consent to exclusive jurisdiction and venue in courts located in the City of St. Louis, Missouri.

8.11 Dispute Resolution. If a dispute arises out of or related to the breach, termination, validity or the subject matter of this Agreement, the Parties agree to endeavor to first settle the dispute by discussions between ATHOC (or its nominee) and Community (or its nominee), unless the nature of the dispute is such that injunctive relief may be required to remedy such. If a dispute is not resolved within 10 days after written notice of the dispute has been given by one Party to the other, the Parties may pursue any other legal remedies.

8.12 Force Majeure. Performance under this Agreement is excused while and to the extent the Parties are unable to perform by reason of Force Majeure, provided that any such occurrence shall not deprive any Party of its remedies to terminate this Agreement as provided herein or at law.

8.13 Compliance with Laws. Community shall exercise its rights and obligations hereunder in a manner consistent with the good name, goodwill, reputation and image of the IOC, NOC, and ATHOC and in compliance with the Olympic Charter dated July 14, 2001 and all applicable laws and regulations.

8.14 Amendment and Assignment. This Agreement may not be altered, amended or modified except in writing signed by a duly authorized representative of each of the Parties hereto. Neither this Agreement nor any of Community's rights or obligations hereunder may be assigned, sublicensed or delegated by Community without the prior written consent of ATHOC. Any attempted assignment, sublicense or delegation without such consent shall be void and considered a breach of this Agreement. ATHOC may assign, in whole or in part, all of its rights and obligations hereunder to its subsidiaries, affiliates or successors. In that event, ATHOC shall immediately notify the NOC of such assignment and cause its assignee to comply fully with the provisions of this Agreement. ATHOC shall remain fully liable for the performance of its obligations hereunder.

8.15 Waiver. Any waiver by either Party of a breach of any provision of this Agreement shall be in writing and shall not operate as or be construed to be a waiver of any other breach of such provision or of any other provision of this Agreement. Failure by either Party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver or deprive such Party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement.

8.16 Reservation of Rights. All rights, opportunities and approvals not expressly granted to Community under this Agreement are reserved by ATHOC.

8.17 Condition to Effectiveness. This Agreement will only be effective when the NOC Agreement is executed and ATHOC's Board of Directors has approved this Agreement and the NOC Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized representatives, all as of the day and year first written above.

ORGANISING COMMITTEE FOR THE OLYMPIC GAMES ATHENS 2004 S.A.

By: _____

Title: _____

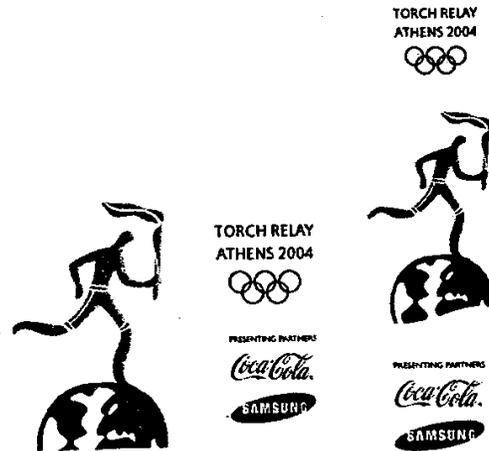
COMMUNITY

By: _____

Title: _____

APPENDIX A

ATHENS 2004 Olympic Torch Relay Composite Logo



**AGREEMENT
FOR TORCH RELAY SERVICES
BETWEEN
ORGANIZING COMMITTEE FOR THE OLYMPIC GAMES
ATHENS 2004 S.A.
AND
St. Louis, Missouri USA**

AGREEMENT FOR TORCH RELAY SERVICES

This Torch Relay Services Agreement (the "Agreement") is entered into this ___ day of _____, 2004, between the Organising Committee for the Olympic Games ATHENS 2004 ("ATHOC") and The City of St. Louis, Missouri ("Community").

RECITALS:

A. The International Olympic Committee (the "IOC") has entrusted the organization of the 2004 Olympic Games to the Hellenic Olympic Committee (the "HOC") and the City of Athens, Greece. The Hellenic Republic, through Law Number 2598/1998, has established ATHOC to organize and stage the Games pursuant to Article 6 of the Host City Contract dated September 5, 1997 among the HOC, the IOC and the City of Athens.

B. ATHOC will organize and conduct the ATHENS 2004 Olympic Torch Relay ("Relay") by providing transportation and security of the Olympic Flame from Greece to travel through certain cities throughout the world and finally to Athens for the Opening Ceremony of the 2004 Olympic Games.

C. ATHOC is proposing that the Relay be routed through Community's local government area.

D. ATHOC has requested that, if the Relay is routed through Community's local government area, Community will provide certain support services to assist in the successful staging of the Relay.

E. Community has agreed to provide support services on the terms and conditions stated in this Agreement.

AGREEMENT

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 "Ambush Marketing" means an attempt by a third party not affiliated with the Relay to commercially profit from the Relay by falsely associating itself or its products with the Games, Olympic Symbol, Relay, ATHOC, Designated Marks, Relay Imagery, ATHOC Emblem or Relay participants, or by falsely suggesting that it or its products are endorsed by or in association with the Games, Olympic Symbol, Relay, ATHOC, Designated Marks, Relay Imagery, ATHOC Emblem or Relay participants.

1.2 "ATHOC Associated Parties" means IOC, HOC, Presenting Sponsors, Official Providers, official ATHOC licensees, Marketing Partners, ALEM International Management Inc., ATHOC employees, contractors and employees and other ATHOC designees.

1.3 "ATHOC Emblem" means the emblem which is a white olive wreath on a blue background together with the five interlocking Olympic rings and words "ATHENS 2004".

1.4 "Community Celebration" refers to the events hosted by Community to celebrate the passage of the Relay through Community.

1.5 "Community Task Force" means the Task Force established by the Community to plan and co-ordinate all aspects of the Community's participation to the Relay.

1.6 “Confidential Information” means any written proprietary or other confidential information marked, noted or implied to be confidential.

1.7 “Designated Marks” means “ATHENS 2004 Olympic Torch Relay Presented by Coca-Cola and Samsung” and the ATHENS 2004 Olympic Torch Relay Composite Logo attached as Appendix A hereto.

1.8 “Force Majeure” means an act, omission or circumstance beyond the control of ATHOC or Community, including fires, floods, snow storms, ice storms, riots, explosions, wars and hostilities, but excluding any strike or other industrial action.

1.9 “Games” means the 2004 Olympic Games to be held principally in Athens, Greece and surrounding areas in August 2004.

1.10 “Host City Contract” means the contract between the IOC on one hand and the City of Athens and the Hellenic Olympic Committee (“HOC”) on the other hand dated 5/9/1997.

1.11 “IOC” means the International Olympic Committee.

1.12 “Marketing Partners” means those companies and organizations that are recognized by ATHOC as associated with the Relay. ATHOC will provide written notification of Marketing Partners if they are appointed.

1.13 “NOC Agreement” means the agreement signed between ATHOC and Community’s National Olympic Committee (“NOC”).

1.14 “Official Providers” means those companies and organizations that are recognized by ATHOC as helping to fund the Relay and are designated by ATHOC as Providers of the Relay.

1.15 “Olympic Flame” means the flame ignited in Olympia, Greece which travels through certain cities around the world and finally back to Athens for the Opening Ceremony of the 2004 Olympic Games.

1.16 “Olympic Symbol” means the five interlocking Olympic rings used alone, as defined in the Appendix of the Nairobi Treaty ratified by Law 1347/1983.

1.17 “Party” or “Parties” means ATHOC and/or Community, as appropriate for the context of use.

1.18 “Planning Guide” means the Torch Relay Community Planning Guide which will be provided by ATHOC to Community.

1.19 “Presenting Sponsors” means those sponsors that are recognized by ATHOC as helping to fund the Relay and are designated by ATHOC as Presenting Sponsors of the Relay. The Coca-Cola Company and Samsung Electronics Co. Ltd. are Presenting Sponsors of the Relay.

1.20 “Relay” means the ATHENS 2004 Olympic Torch Relay, which commences in Olympia, Greece and travels through certain cities around the world and finally back to Athens for the Opening Ceremony of the 2004 Olympic Games.

1.21 “Relay Imagery” means the logos, marks and copyrighted materials, images of torches, torch bearers, torch relays, Relay-event footage, and depictions of mascots developed by ATHOC for the Relay and any other symbols, emblems, marks or designations created by ATHOC in relation to the Relay.

1.22 “Top Partners” means the group of companies selected by IOC as worldwide Olympic sponsors (within the TOP V Programme as referred to in Article 45(e) of Host City Contract).

1.23 “Torch(es)” means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.

ARTICLE II **SCOPE**

This Agreement identifies the rights and obligations of the Parties in connection with the Relay, as well as certain rights of and

obligations to third parties that affect the manner in which this Agreement is to be implemented.

ARTICLE III
ROLES

3.1 Role of ATHOC. ATHOC is responsible for staging the Relay as approved by the IOC Executive Board. ATHOC agrees to stage the Relay within Community's local government area with the principal objectives of (i) managing the secure transmission of the Olympic Flame, (ii) showcasing the local government area and surrounding region whenever possible, (iii) involving the Community in the Relay and (iv) promoting the Games and the Olympic Movement.

ATHOC will:

- (a) Select the Relay route, in consultation with the Community as appropriate.
- (b) Develop and implement the Torchbearer selection process according to the guidelines developed by the IOC. Such guidelines include, inter alia, that any right to select torchbearers cannot be sold, traded, offered as a prize or otherwise utilised in any commercial context.
- (c) Provide transportation to and from the Community for the Olympic Flame and for Relay staff.
- (d) Provide Torches, portable cauldrons, safety lanterns and other equipment necessary for the handling, security and transport of the Olympic Flame.
- (e) Design, develop and produce the "look" elements of the Relay.
- (f) Determine all sponsorship arrangements in connection with the Relay.
- (g) Determine all broadcasting and radio rights arrangements in connection with the Relay.
- (h) Determine all merchandising arrangements in connection with the Relay in cooperation with the NOC.
- (i) Coordinate, as appropriate, with Community, regional and national governments and government agencies.
- (j) Produce and distribute the Planning Guide to Community.
- (k) Assist Community with public relations activities to promote the Relay.
- (i) Assist Community in every way to detect, prevent, remedy, issue legal proceedings and penalise Ambush Marketing.

In connection with the Community Celebration, which is planned and produced by the Community, ATHOC will:

- (a) Review the Community Celebration site selection and help lay out and design the site.
- (b) Develop a base celebration format and review planned Community Celebration activities.
- (c) Provide production elements for the Community Celebration including, look elements, speeches, music pieces and videos.
- (d) Assist Community with public relations to promote the Community Celebration.

3.2 Role of Community. Community agrees to provide planning, advisory and operational support services (without charge to ATHOC or ATHOC Associated Parties) to assist in the successful staging of the Relay within the Community's local government area and will use its best efforts to encourage that no other major events are staged in its local government area on the day of the Relay that conflict with or jeopardize the operation or promotional value of the Relay. ATHOC shall provide to Community chapters of the Planning Guide which deal with such services and Community agrees (i) to implement instructions

contained in the Planning Guide and (ii) to distribute copies of chapters of the Planning Guide to appropriate persons responsible for the Relay. The categories and certain details of the services are outlined below:

- (a) **Community Taskforce Establishment and Management.** In coordination with ATHOC the Community will establish a Relay Community Task Force. This Task Force plans and coordinates all aspects of the Community's participation in the Relay and assists and advises ATHOC on other Relay aspects including the setting of the route and the selection of torchbearers. The Community agrees to:
- (1) establish a Community Task Force comprising appropriate representation from relevant government departments, community organizations and commercial entities.
 - (2) conduct Community Task Force meetings for the purpose of planning the provision of Relay services, allocating tasks and functions and assessing Relay planning progress.
 - (3) ensure that a representative of the National Olympic Committee is invited to be a member of the Community Task Force.
- (b) **Ambush Marketing.** One primary objective of ATHOC is the prevention of Ambush Marketing. Accordingly, Community agrees to:
- (1) not enter into any sponsorship, marketing, merchandising or concessionaire arrangements in connection with the Relay, except for those specifically authorized by ATHOC.
 - (2) neither directly nor indirectly (including through any agent of the local government) cause or engage in any form of Ambush Marketing.
 - (3) cooperate with ATHOC and the NOC to prevent Ambush Marketing.
 - (4) promptly notify ATHOC and the NOC if Community becomes aware of any suspected Ambush Marketing activities by other parties.
 - (5) in consultation with ATHOC and the NOC, use best efforts to ensure, to the extent permitted by law, for the duration of the event that the Relay route, the Community Celebration site and adjacent areas under the Community's control do not carry any form of temporary advertising or promotional material (recognizing existing contracts), except as approved by ATHOC.
 - (6) help select an alternative Relay route or Community Celebration site, as appropriate, if permanent advertising or promotional material not affiliated with the Relay is located along the Relay route or at the Community Celebration site.
 - (7) in consultation with ATHOC and the NOC, use best efforts to ensure, to the extent permitted by law, that all facilities and equipment, such as barriers, tents, tables, chairs, umbrellas, port-a-johns, concessionaire tents or sales vans, are free of advertising or other commercial messages or that such advertising and other commercial messages are masked.
- (c) **Community Celebration Site Support Services.** The Relay ends each day at an evening Community Celebration. The Community Celebration is organized and operated by the Community with the assistance of ATHOC. The scale and type of Community Celebration shall be at the discretion of the Community. For the Community Celebration and where otherwise relevant, the Community agrees to:
- (1) procure, after agreement with ATHOC, a suitable celebration site and ensure the site is clean, free of commercial advertising and signage, in good repair and in good operating order for the Community Celebration.
 - (2) provide all necessary facilities and amenities necessary for the conduct of the celebration

- including stage, stage equipment, video screen, barricades, toilet facilities, lighting and security and safety services.
- (3) in consultation with ATHOC develop, should the Community wish, an entertainment program for the Community Celebration and procure performers, bands, talent, masters of ceremony, etc.
 - (4) provide, at ATHOC's request, space at the Community Celebration site for the conduct of ATHOC or Relay sponsor activities.
 - (5) ensure that all commercial and non commercial activities proposed for the Community Celebration site are approved by ATHOC.
 - (6) inform the citizens of the Community about the Community Celebration.
 - (7) ensure that the general public are permitted to enter the Community Celebration free of charge.
 - (8) use best efforts to prevent commercial messaging and social propaganda by speakers and entertainers.
 - (9) use best efforts to mask all commercial identification on clothing and equipment of speakers and entertainers.
- (d) **Law Enforcement and Traffic Management Support.** Local law enforcement personnel provide a number of essential services which assist in ensuring the safety, security and timely movement of the Relay. Community agrees to use its best efforts in assisting ATHOC to gain the agreement of the St. Louis Metropolitan Police Department, a state agency, to:
- (1) appoint a law enforcement liaison to ensure the integration of Relay requirements into law enforcement planning.
 - (2) assist ATHOC in the development of the Relay route.
 - (3) develop a traffic management plan with the ATHOC Security and Safety team to ensure the continuous movement of the Relay caravan.
 - (4) provide adequate resources on the day of the Relay to implement the traffic management plan and provide for the expedited movement of the Relay caravan, in cooperation with the ATHOC Security and Safety Team, before, during and after the Torch Relay activities.
 - (5) provide resources to ensure an agreed upon level of safety and security for the Relay caravan and other Relay personnel.
 - (6) plan for and provide a law enforcement response capability in the event of any security incidents.
 - (7) liase with the ATHOC Relay Security and Safety Team on any known or perceived security threats to the Relay.
 - (8) provide law enforcement and other personnel for crowd control along the Relay route and at the Community Celebration site.
- (e) **Medical Services.** Community agrees to provide adequate on-call Emergency Medical Service (EMS) vehicle(s) and qualified personnel dedicated to the Relay and also the Community Celebration site. In particular, the EMS vehicle(s) and personnel shall be positioned at agreed-upon location(s) to provide an EMS response capability in the event of an incident involving a Relay participant.

- (f) **Cleaning and Waste Management Services.** The Relay route and the Community Celebration site will require cleaning and waste management services. Community agrees to:
- (1) ensure that the Community Celebration site is kept to a reasonable standard of cleanliness throughout the celebration.
 - (2) provide post-event cleaning and waste management services along the Relay route and at the Community Celebration site.
 - (3) provide an adequate number of dumpsters or waste containers along the Relay route and at the Community Celebration site.
 - (4) provide adequate and clean restroom facilities (including portable facilities) where appropriate at the Community Celebration and break sites.
- (g) **Permits.** Community shall obtain all required permits issued by Community. In the event any permit issued by Community is required for ATHOC or ATHOC Associated Parties for the Relay or Community Celebration, Community agrees to waive all such permits or to obtain the necessary permits on behalf of ATHOC at no cost to ATHOC and ATHOC Associated Parties for, inter alia, the following activities:
- (1) movement of the Relay caravan through the Community.
 - (2) events conducted at the Community Celebration site.
 - (3) erection of temporary facilities at the Community Celebration site, including but not limited to the ATHOC stage and a mobile video screen.
 - (4) promotional activities conducted at the Community Celebration site by ATHOC and ATHOC Associated Parties.
 - (5) movement and police escort, as needed, of the Relay Caravan and support vehicles through the Community.
 - (6) any other activity or operation by ATHOC and ATHOC Associated Parties reasonably necessary to conduct the Relay and Community Celebration.
- (h) **Marketing and Promotion.** The success of the Relay and the impact of the Relay on the Community are dependent on the support of the Community in working, together with ATHOC and the Relay sponsors and partners, in promoting and marketing the Relay and the Community Celebration. The Parties acknowledge that ATHOC possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements. In promoting the Relay the Community agrees to:
- (1) with the assistance and prior approval of ATHOC, plan and conduct Relay milestone events and press conferences.
 - (2) with the assistance and prior approval of ATHOC, plan and implement a marketing and promotion plan for the Relay and the Community Celebration.
- (i) **Torchbearer Selection.** ATHOC may create a torchbearer selection process based on ATHOC/IOC criteria through a local community nomination process. In the event this process takes place the Community agrees:
- (1) if it so wishes, to distribute and publicise the availability of torchbearer nomination forms.
 - (2) to establish, with the guidance of ATHOC, a judging panel for the evaluation of torchbearer

nominations and the selection of torchbearers, conduct torchbearer nomination judging and provide relevant information to ATHOC.

- (3) to ensure that the National Olympic Committee is invited to participate in the community judging panel.
 - (4) on the day prior to the Relay to host an event for the Community's torchbearers to enable the torchbearers to receive a briefing on the Relay day activities and to publicise the event.
 - (5) to ensure that the National Olympic Committee has the right to distribute, and publicise the availability of, torchbearer nomination forms to its members and associates through its website and other means of publicity.
 - (6) that the total number of torchbearers that will be selected jointly by the Community and the NOC is _____ and ATHOC/IOC have the right and obligation to approve the final list of selected torchbearers.
- (j) **Community Volunteers.** The assistance of local Community volunteers will be an important component of the Relay. Volunteer services may be required to provide assistance in a number of Relay areas. The Community agrees to:
- (1) appoint a member of the Community Taskforce to act as the volunteer coordinator.
 - (2) recruit and manage, in conjunction with community or other organisations, volunteers to provide assistance along the Relay route, at Community Celebrations and in other areas of Relay operations.
 - (3) ensure that all volunteers comply with ATHOC restrictions on clothing and equipment markings.
 - (4) ensure that the National Olympic Committee has the right to nominate its employees, members or associates as Relay volunteers provided they meet volunteer requirements and comply with all ATHOC terms and conditions.
- (k) **Interpretation and Translation.** ATHOC will provide correspondence and other Relay documents, and conduct meetings and Relay operations in English. Community assistance is required in any necessary translation of written Relay materials into the local language and with the provision of interpreters to assist in pre- Relay meetings and in Relay operations. In providing these services the Community will be able to seek the assistance of local volunteers, community or other organisations. For interpretation and translation services the Community agrees to:
- (1) provide for the translation of Relay materials into the local language where translation is required for Relay operations.
 - (2) provide an interpreter, where an interpreter is required, for pre-Relay meetings with the Community Task Force or with Community service providers.
 - (3) during the Relay provide a number of interpreters to assist in the conduct of Relay operations.
- (l) **Facility Procurement and Management.** The Relay may require the use of a number of different facilities for various Relay functions. These could include, for example, torchbearer collection points, break sites, parking areas for Relay vehicles etc. The Community's assistance is required in procuring and managing these facilities. The Community agrees to:
- (1) where the desired facility is Community owned, provide access to the facility to ATHOC free of charge.

- (2) where the desired facility is not Community owned, assist ATHOC in procuring and managing the facility for Relay use free of charge.
- (m) **Airport and Air Services.** The Relay will require the support of the Community's international airport for the efficient arrival and departure of the Olympic Flame aircraft. The Community agrees to:
- (1) coordinate with the airport owner to provide all necessary services ordinarily provided by an airport authority for the arrival and departure of up to two charter aircraft, waive any fees and charges normally levied by the airport authority on a charter flight (including for example landing fees and passenger charges or taxes) to the extent permitted by law and assist in creating an airport arrival event for the charter flight.
- (2) work with the United States Federal Government to ensure that ATHOC will be provided with any necessary national certification for the carrying of the Olympic flame on board an aircraft.
- (n) **Vehicles.** For the transport of Olympic torchbearers the Community will provide a minimum of six (6) twenty-five (25) seat wheelchair accessible buses together with experienced drivers. The buses will be required for a minimum of one day and may be required for a maximum of three days to allow for application and removal of Relay look elements. The buses shall be free of all commercial advertising or other commercial markings.
- (o) **Revenue Raising.** Community will comply with the Revenue Raising Guidelines contained in the Planning Guide. Details of the proposed Local Contributor Program must be submitted to NOC for review and approval prior to contributions being solicited. The names of proposed local contributors shall be approved in writing by NOC prior to any solicitation. Any revenue raising methods other than the local contributor, traditional community fundraising, and Community Celebration concession operations specifically authorized in the Revenue Raising Guidelines shall be subject to the prior written approval of the NOC. Notwithstanding anything to the contrary contained in this Agreement, any modifications to the Revenue Raising Guidelines contained in the Planning Guide as of the date of this Agreement shall be subject to the prior written approval of NOC.

3.3 Consultation Between ATHOC and Community. The Parties agree to consult with each other to prepare for the Relay within Community's local government area in accordance with the Planning Guide. Nevertheless, the Parties agree that ATHOC is ultimately responsible for making final decisions (following consultation with Community, if possible and appropriate) in relation to all aspects of the Relay, including but not limited to route selection and general conduct of the Community Celebration. In addition, ATHOC retains the exclusive right to revise any aspect of the Relay, the Community Celebration and the Planning Guide that may be necessary or appropriate in the sole opinion of ATHOC..

ARTICLE IV DESIGNATED MARKS

On the terms and conditions set forth in this Agreement ATHOC grants to the Community the right to use Designated Marks in the Community from the later of the date of this Agreement and the NOC Agreement until the earlier of the termination or expiration of this Agreement and subject to Section 6.2 hereof. Each use of a Designated Mark must have the prior written approval of both ATHOC and the NOC.

ARTICLE V LIABILITY AND INSURANCE

5.1 Indemnification by Community. To the extent permitted by law, Community hereby agrees to indemnify and hold harmless ATHOC and ATHOC Associated Parties, including their respective directors, officers, employees, volunteers, contractors, advisors and agents against all claims, liabilities, losses, damages and costs (including legal costs and expenses) arising directly or indirectly from:

- (a) any breach by Community of this Agreement, or

- (b) any act or omission (including negligence, willful misconduct or unlawful conduct) by Community or any Community officers, elected officials, employees, agents, contractors, volunteers, or advisors relating to the subject matter of this Agreement.

The indemnification in this Section 5.1 is a continuing obligation and shall survive termination or expiration of this Agreement.

5.2 Insurance Coverage by Community. Community maintains a self-insurance program, and will use reasonable efforts to not substantially change or terminate such self-insurance program through the date of the Relay.

5.3 Indemnification by ATHOC. ATHOC hereby agrees to indemnify and hold harmless Community, including their officers, employees, volunteers, contractors, advisors and agents against all claims, liabilities, losses, damages and costs (including legal costs and expenses) arising directly or indirectly from:

- (a) any breach by ATHOC of this Agreement, or
- (b) any act or omission (including negligence, willful misconduct or unlawful conduct) by ATHOC or its officers, employees, agents, contractors, volunteers, or advisors relating to the subject matter of this Agreement.

The indemnification in this Section 5.3 is a continuing obligation and shall survive termination or expiration of this Agreement.

5.4 Insurance Coverage by ATHOC. ATHOC agrees to provide the Community with a Certificate(s) of Insurance from its insurance carrier(s) naming the Community as Additional Insured party. Certificates of Insurance shall be renewed annually with a copy forwarded to the Community. A copy of the respective Additional Insured endorsement shall accompany certificates and other endorsements as necessary to demonstrate that all required conditions have been met. In lieu of providing endorsements, ATHOC may provide a certified statement from its insurance company(ies) that such conditions have been met under the policy(ies). During the term of this Agreement and for a minimum of six (6) months thereafter, ATHOC agrees to maintain:

- (a) a policy of general liability insurance with a limit not less than one million dollars (\$1,000,000) for general liability, property damage and bodily injury and death resulting from any one accident,
- (b) Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) for each accident. Such insurance shall cover liability arising out of any automobile, including those, which are owned, hired and non-owned,
- (c) workers compensation and employer's liability insurance with respect to their respective employees and other respective persons normally covered under such policies, and
- (d) with each policy of insurance, a provision that the policy shall not be cancelled or materially altered (including reduction of coverage) without at least thirty (30) days prior notice provided to the named additional insured.

ATHOC agrees to notify the Community, as appropriate, within seven (7) business days of any related claim made under the respective insurance policy(ies).

ARTICLE VI

TERM AND TERMINATION

Community acknowledges and agrees that ATHOC possesses the ultimate decision to conduct the Relay in the Community's local government area. Therefore:

6.1 Term. Unless terminated sooner under Article VI, this Agreement shall be effective from the date of its execution, above stated, until the day after the Relay has been completed in the Community's local government area.

6.2 Termination.

- (a) Community agrees that ATHOC, in its sole discretion, may terminate this Agreement and the Relay through the Community's local government area (i) at any time for any or no reason until March 31, 2004 and (ii) after March 31, 2004 only for incidents or reasons beyond the control of ATHOC; however, ATHOC agrees that, in

the event of such termination, ATHOC will provide Community notice of the termination as soon as practicable after the decision by ATHOC is made.

- (b) Community agrees that ATHOC in its sole discretion may terminate the rights of Community under Article IV hereof fifteen (15) days after serving notice to the Community of Community’s breach of Article IV unless Community shall have cured the breach within the fifteen (15) day period. In such a case the rest of the provisions of the Agreement shall remain in force. Upon expiration or termination of this Agreement, Community shall cease all use of the Designated Marks.

ARTICLE VII
CONFIDENTIAL INFORMATION

Subject to applicable legal requirements including Chapter 610 of the Missouri Revised Statutes, the Missouri Sunshine Law, each Party agrees to use reasonable efforts not to disclose to third parties Confidential Information provided by the other Party. If ATHOC is required by law to disclose such Confidential Information, ATHOC will notify Community prior to such disclosure.

ARTICLE VIII
MISCELLANEOUS

8.1 Entire Agreement. This Agreement contains all the terms and conditions agreed by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and negotiations. This Agreement shall not be modified or revised, except by a document signed by authorized representatives of both Parties.

8.2 Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by facsimile (to the facsimile number specified below), hand delivery, certified mail or overnight courier, to the attention of the Party specified below. The date of transmittal if transmitted by facsimile (provided an appropriate confirmation is obtained) or the date of receipt if by hand delivery, certified mail or overnight courier shall be deemed the date the notice or statement is given. If transmitted by facsimile, a copy of any such notice shall also be sent by certified mail, return receipt.

To ATHOC: Organising Committee for the Olympic Games ATHENS 2004 S.A.
 Filikis Etairias and Iolkou
 Nea Ionia 14234, Greece
 Attention: Arsinoi Lainiotis
 Fax: +30 210 2004 600

To Community: _____

 Attention:
 Fax:

8.3 Delays. The Parties acknowledge that the time set for conducting the Relay cannot be changed. Therefore, successful implementation of the Relay requires close cooperation and fairness between the Parties. The Parties agree to notify each other as soon as practicable when either becomes aware of any condition that will significantly affect timing or execution of the Relay.

8.4 Representations. Each Party represents and warrants that it possesses the requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement. Further, each Party represents and warrants that its obligations and rights under this Agreement will not violate any restriction contained in each respective Party’s organizational documents nor will its obligations and rights conflict with any law, statute, ordinance, order, ruling, license, regulation or judgment to which each respective Party is subject. The obligations and responsibilities of Community shall be subject to the laws of the state of Missouri and the ordinances and Charter of The City of St. Louis, Missouri.

8.5 Conflict of Interest. Each Party agrees to use its best efforts to ensure that its directors, officers, employees, volunteers, contractors, advisors and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner.

8.6 Severability. If any provision or term of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, such provision or term shall not affect any other provision or term of this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of this Agreement is not frustrated.

8.7 Independent Contractors. This Agreement shall not create a joint venture, partnership, principal-agent or other relationship between the Parties, except that of independent contractors.

8.8 Survival. The provisions Paragraphs 5.1, 5.3, 5.4, and 8.4 of this Agreement (a) shall survive termination of this Agreement to the extent necessary to protect the rights and to effect the intent of the Parties, and (b) shall inure to the benefit of the Parties and, to the extent set forth herein, to their respective successors and permitted assigns.

8.9 Counterparts. This Agreement may be executed in more than one counterpart, each of which, when executed, delivered and complete with its incorporated Exhibit, shall be deemed an original.

8.10 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with, the laws of the state of Missouri, without reference to principles governing choice or conflict of laws. The Parties consent to exclusive jurisdiction and venue in courts located in the City of St. Louis, Missouri.

8.11 Dispute Resolution. If a dispute arises out of or related to the breach, termination, validity or the subject matter of this Agreement, the Parties agree to endeavor to first settle the dispute by discussions between ATHOC (or its nominee) and Community (or its nominee), unless the nature of the dispute is such that injunctive relief may be required to remedy such. If a dispute is not resolved within 10 days after written notice of the dispute has been given by one Party to the other, the Parties may pursue any other legal remedies.

8.12 Force Majeure. Performance under this Agreement is excused while and to the extent the Parties are unable to perform by reason of Force Majeure, provided that any such occurrence shall not deprive any Party of its remedies to terminate this Agreement as provided herein or at law.

8.13 Compliance with Laws. Community shall exercise its rights and obligations hereunder in a manner consistent with the good name, goodwill, reputation and image of the IOC, NOC, and ATHOC and in compliance with the Olympic Charter dated July 14, 2001 and all applicable laws and regulations.

8.14 Amendment and Assignment. This Agreement may not be altered, amended or modified except in writing signed by a duly authorized representative of each of the Parties hereto. Neither this Agreement nor any of Community's rights or obligations hereunder may be assigned, sublicensed or delegated by Community without the prior written consent of ATHOC. Any attempted assignment, sublicense or delegation without such consent shall be void and considered a breach of this Agreement. ATHOC may assign, in whole or in part, all of its rights and obligations hereunder to its subsidiaries, affiliates or successors. In that event, ATHOC shall immediately notify the NOC of such assignment and cause its assignee to comply fully with the provisions of this Agreement. ATHOC shall remain fully liable for the performance of its obligations hereunder.

8.15 Waiver. Any waiver by either Party of a breach of any provision of this Agreement shall be in writing and shall not operate as or be construed to be a waiver of any other breach of such provision or of any other provision of this Agreement. Failure by either Party to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver or deprive such Party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement.

8.16 Reservation of Rights. All rights, opportunities and approvals not expressly granted to Community under this Agreement are reserved by ATHOC.

8.17 Condition to Effectiveness. This Agreement will only be effective when the NOC Agreement is executed and ATHOC's Board of Directors has approved this Agreement and the NOC Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized representatives, all as of the day and year first written above.

ORGANISING COMMITTEE FOR THE OLYMPIC

GAMES ATHENS 2004 S.A.

By: _____

Title: _____

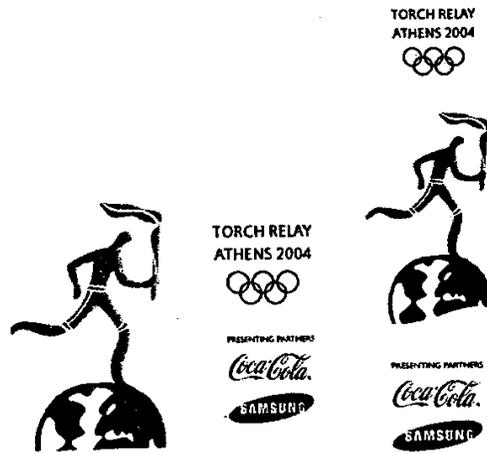
COMMUNITY

By: _____

Title: _____

APPENDIX A

ATHENS 2004 Olympic Torch Relay Composite Logo



Approved: March 21, 2004