

Exhibit A

General Permit Conditions

A. General Permit Conditions

1. Permits outlined in Exhibits A through E are for the use of the public area only, and will not exempt the Permittee from obtaining any additional license(s) or permit(s) required by the City Code, Ordinance, or City Charter, for any act to be performed under these permits, nor will these permits waive the provisions of any City Code, Ordinance, or the City Charter except as stated in this document.
 - a. It is the responsibility of Alli Sports, LLC, and/or its parent company, NBC Universal Media, LLC and/or any event organizer or subcontractor hired by Alli Sports, LLC (inclusively, Permittee) to obtain permits for any additional events or activities that make use of any public area not listed in this document.
 - b. Failure to obtain necessary permits for events or activities that use public areas are subject to the penalties and fines of the agency charged with regulating that public area.
2. Events and activities permitted in Exhibits A through E do not waive the provisions of any Ordinance, City Code, or the City Charter except as stated in this document:
 - a. Final issuance of all permits is subject to City Council approval;
 - b. Events must meet the conditions of the regulating City agency;
 - c. Events must be approved by the regulating City agency; and
 - d. Alli Sports, LLC must pay all applicable fees.
3. Events and activities permitted in Exhibits A through E cannot jeopardize the health and/or safety of the public.
4. During any event or activity permitted in Exhibits A through E, the police may ticket participants, event organizers, or spectators for failing to obey federal, state, or local law, or the stipulations in the permit.
5. Immediately prior to or during events and activities permitted in Exhibits A through E, the police may terminate an event or activity for safety concerns, violation of the permit, or violation of the law.
6. Permits for events and activities described in Exhibits A through E are

revocable at any time in the event the public's emergency need requires it and no expenditure of money hereunder, lapse of time, or other act or thing will operate as an estoppel against the City of Portland, or be held to give the Permittee any vested or other right.

7. All permits are non-transferable and non-delegable.
8. For any violations of the terms of any permit granted here, the Council may in its sole and absolute discretion revoke this special permission granted here.
9. Alli Sports, LLC, through its parent company, NBC Universal Media, LLC, must obtain insurance pursuant to the terms described in Exhibit C in this document.
10. Notwithstanding any other terms of this permit, Alli Sports, LLC must pay temporary business license fees as required by section 7.03 of the City Code.

Exhibit B**Revocable Permit to Close and Use Portions of City Streets**

- A. Alli Sports, LLC , and/or its parent company, NBC Universal Media, LLC and/or any event organizer or subcontractor hired by Alli Sports, LLC (inclusively, Permittee) is hereby granted permission to close portions of city streets as shown on the map shown in Attachment 1 and in the traffic management plan prepared by Kittelson & Associates, Inc., which is hereby incorporated in its entirety into this Exhibit B by reference, subject to the following conditions:
1. Street closures are permitted as follows:
 - a. SW Main Street between SW Broadway and SW Park beginning at 12:01 a.m. on Thursday, August 14, 2014 and ending at 6:00 a.m. on Monday, August 18, 2014; and
 - b. SW Main Street between SW 6th and SW Broadway, SW Broadway between SW Salmon and SW Jefferson, and SW Madison Street at its crossing with SW Broadway beginning at 7:00 p.m. Friday, August 15, 2014 and ending at 6:00 a.m. on Monday, August 18, 2014.
 2. Local access to SW Madison Street shall be via temporary conversion to two-way street sections between SW 6th and SW Broadway and between SW Park and SW Broadway beginning at 7:00 p.m. Friday, August 15, 2014 and ending at 6:00 a.m. on Monday, August 18, 2014.
 3. The traffic control plan developed by Kittelson & Associates, Inc., including all street closure and detour signs, screening, temporary two-way street sections, other specified traffic control measures, emergency access, and uniformed police officers, shall be fully implemented at the Permittee's expense.
 4. Throughout the event area and times, pedestrian use of sidewalks shall remain open. Pedestrian crossings at the intersections of SW Broadway and Main, SW Madison, and SW Jefferson (north leg only) may be closed, restricted or controlled at any time when SW Broadway is closed to traffic.
 5. This permit is for use of the street area only and will not exempt the Permittee from obtaining any license or permit required by the City Code or Ordinances for any act to be performed under this permit, nor will this permit waive the provisions of any City Code, Ordinance, or the City Charter, except as stated in this document.
 6. Within the event areas, the Portland Police Bureau will have the authority to

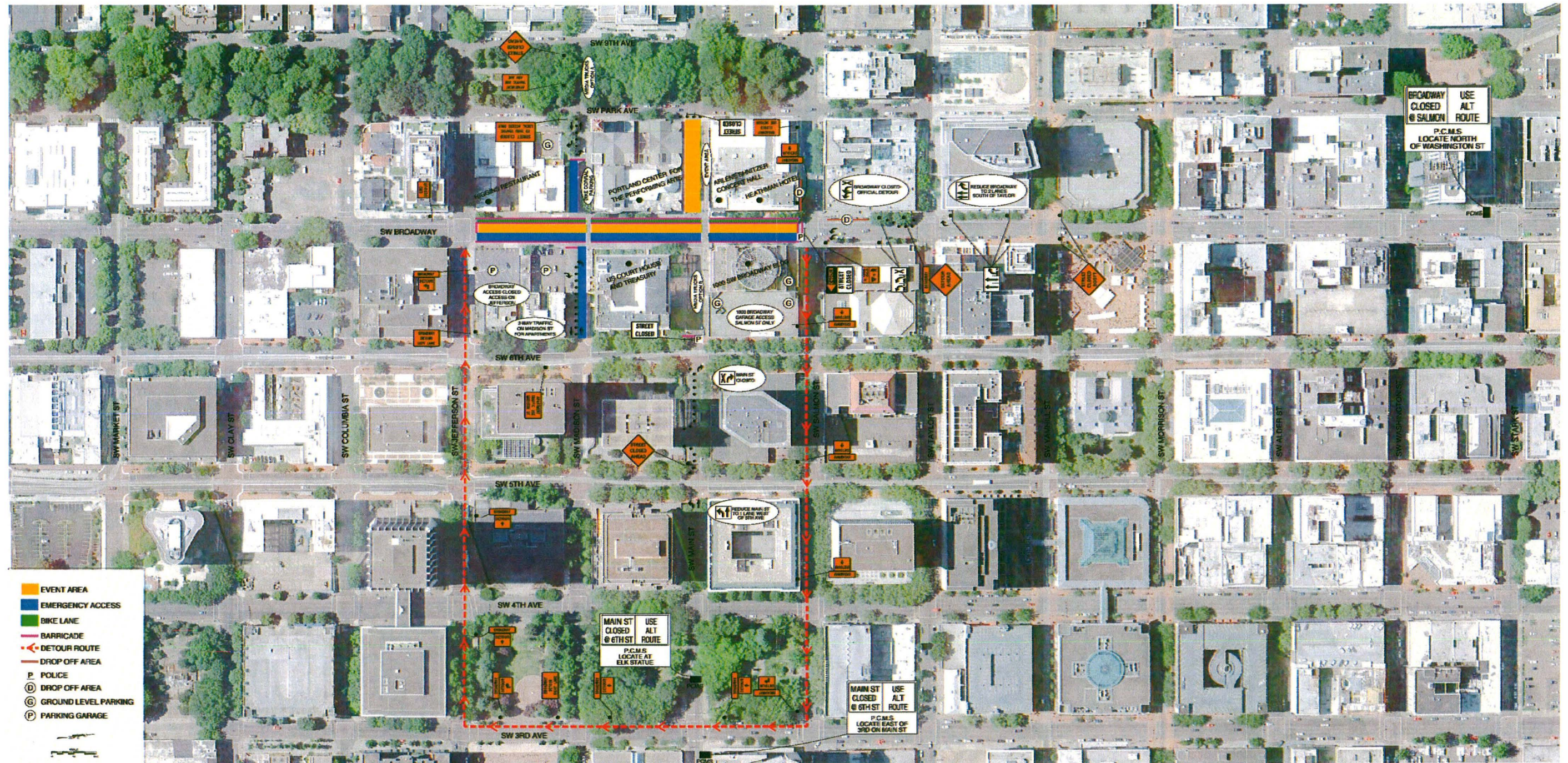
clear the streets or other public places and prohibit motor vehicles, buses, light rail, street cars, bicycles, and pedestrians from crossing, parking, stopping and standing on the streets.

7. Any change in the traffic management plan must be reviewed and approved by the Traffic Engineer no less than 30 days prior to the event.
- B. The use of the area is subject to the following regulations as required by the Portland Police Bureau, Portland Fire & Rescue, and the Portland Bureau of Transportation:
1. Permittee must maintain an emergency lane, as required by the Portland Bureau of Transportation and described in the traffic management plan prepared by Kittelson & Associates, Inc., at all times throughout the period of the permit.
 2. Permittee must restrict parking of event related vehicles to only those areas designated as such in Attachment 2 to this Exhibit B and to only those types of vehicles designated to use such areas, providing identification of such vehicles for the area assigned.
- C. The Permittee shall, at their own expense, provide necessary signs, barricades and illumination, as required by the Portland Bureau of Transportation and described in the traffic management plan prepared by Kittelson & Associates, Inc.
- D. The Permittee shall reimburse the City for any additional cost of enforcing traffic and parking regulation resulting from Dew Tour events or activities.
- E. The Permittee shall be responsible to maintain the cleanliness of the event and activities areas during the permit period. Periodically during and at the conclusion of events and activities the Permittee shall collect and dispose of any litter in any form that is deposited by any person on the sidewalk or street within the right-of-way specified for use and closure.
- F. Permittee shall engage a reputable firm familiar with the City of Portland's erosion control requirements to develop and implement an erosion control plan for the BMX dirt competition area shown on Attachment 2. The final erosion control plan will be provided to the Wastewater Collection System Manager for review and approval at least 30 days prior to the event. Permittee shall, at their own expense implement the approved erosion control plan, and at the conclusion of the event, shall removal all dirt from the right-of-way and the erosion control measures.
- G. Alli Sports, LLC shall follow the procedures for "temporary no parking"

barricades or bags and shall pay the Portland Bureau of Transportation the standard fee per metered parking space for each day of operation.

- H. Permittee may erect temporary competition courses and temporary facilities for television recording and broadcast, event management and support, and sponsor activities as shown on Attachment 2 to this Exhibit B.
- I. Notwithstanding the provisions of Code Section 17.44.010, a revocable permit is granted to Alli Sports, LLC to place portable toilets in the public right-of-way along SW Main beginning at 7:00 p.m. Friday, August 15, 2014 and ending at 6:00 a.m. on Monday, August 18, 2014, as shown on Attachment 2 to this Exhibit B.
- J. This permit is revocable at any time by the City Council in the event the public's need requires it and is also contingent on there being a minimum disturbance to the public. If adequate sanitary facilities are not provided, cleanliness is not maintained, or for any reason the City Engineer, the City Traffic Engineer, or the Portland Police Bureau feels that it is not in the best interests of the public to continue, the Permittee shall cease the operations authorized by this permit and no expenditure of money or lapse of time or other act or thing shall operate as an estoppel against the City of Portland or be held to give the Permittee any vested or other rights upon such revocation.

Attachment 1 – Map of street closures and traffic detour



Attachment 2 – Diagram of temporary facilities to be located in right-of-way

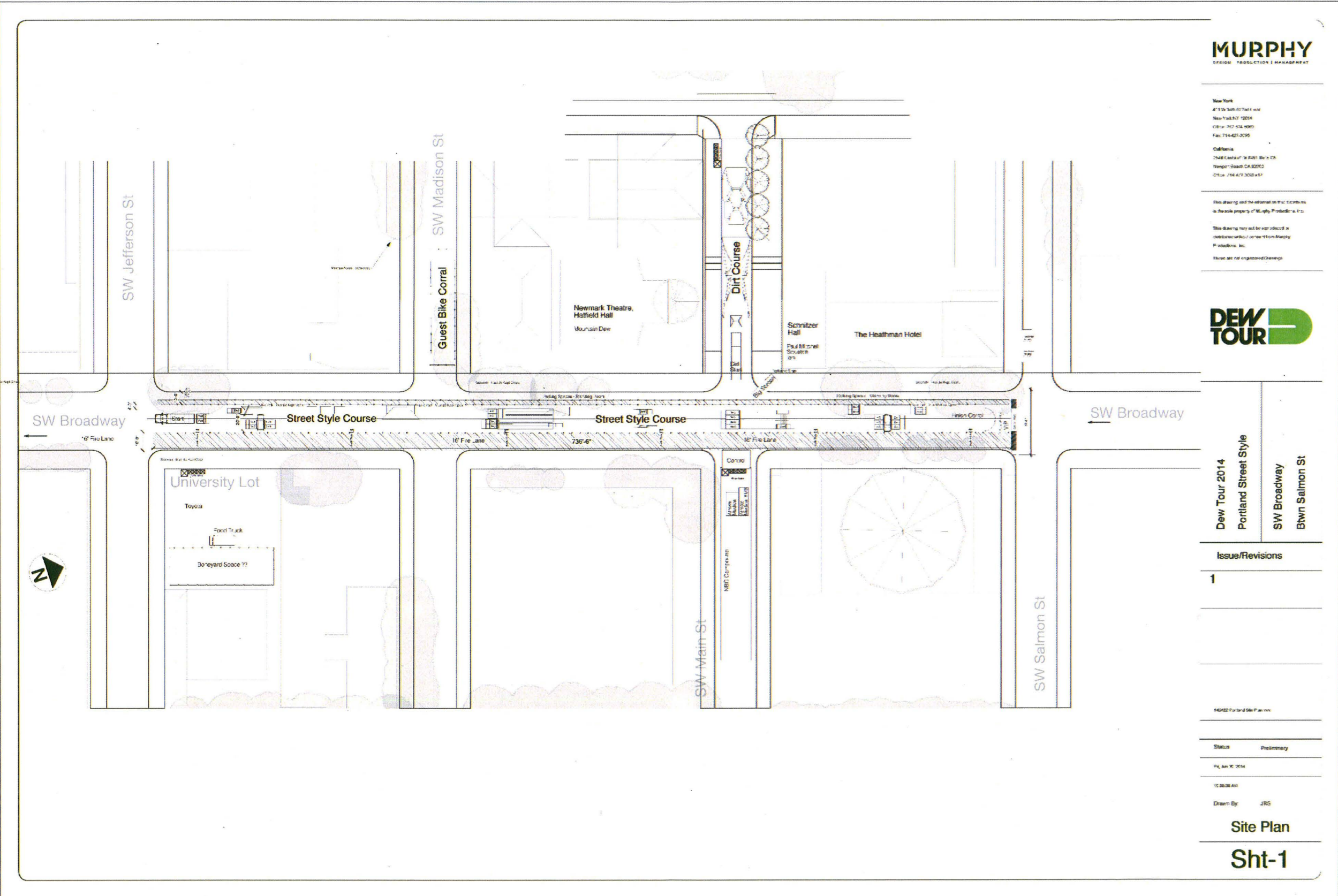


Exhibit C

Insurance and Liability Requirements

A. General Requirements

Insurance and liability agreement requirements are based on the nature of the use, that the event requires a closed course, and the involvement of competitive athletic activities. An assessment of risk and the necessity for insurance and liability agreements are part of the permit review process. Alli Sports, LLC, its parent company, NBC Universal Media, LLC, and/or any event organizer or subcontractor hired by Alli Sports, LLC (inclusively Permittee), will be required to purchase insurance and liability agreements for all of the events and activities listed in this document. Permittee agrees to submit such agreements to complete the application process.

B. Insurance Requirements

1. The City of Portland requires that all special events requiring a City Permit have applicable insurance coverage for the term of the permit. No less than thirty (30) days prior to commencing any of the events and activities listed in this document, the Permittee at no expense to the City, must obtain and file with the Special Events Coordinator, all required policies of insurance as enumerated below.
2. Events and activities requiring insurance include but are not limited to:
 - a. Erecting and maintaining flags and banners on ornamental light standards,
 - b. All City street and/or sidewalk closures, and
 - c. Additional events utilizing City streets, sidewalks, or properties.
3. All insurance coverage provisions, and limits, may be revised or increased by the City Attorney, to reflect risk exposure. The limits of insurance are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon.
4. All insurance policies and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the permit. All deductibles or self-insured retentions are the responsibility of the permit holder but must be disclosed and are subject to approval by the City Attorney.
5. Notwithstanding the naming of additional insureds, the insurance must

protect each insured in the same manner as though a separate policy had been issued to each, but nothing within the policy will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage will apply to claims between insureds on the policy.

C. Insurance Policy Requirements

1. All policies:
 - a. Are subject to approval by the City Attorney as to Company, Form and Coverage.
 - b. Must be primary to all other insurance.
 - c. Must protect the City from any and all claims and risks in connection with any activity performed by Alli Sports, LLC, its parent company, NBC Universal Media, LLC and/or any event organizer or subcontractor hired by the Alli Sports, LLC, or its parent company, NBC Universal Media, LLC by virtue of this Agreement, or any use and occupancy of the Premises authorized by this Agreement. A permit will not be issued until the insurance has been approved by the City Attorney.
2. The insurance must meet the following minimum requirements:
 - a. Commercial General Liability, written on an insurance industry standard occurrence form or equivalent, including all of the usual coverage known as:
 - i. Premises/Operations Liability
 - ii. Products/Completed Operation
 - iii. Personal/Advertising Injury
 - iv. Contractual Liability
 - v. Independent Contractors Liability
 - vi. Stop Gap or Employers Contingent Liability
 - vii. Liquor Liability/Host Liquor Liability (if applicable)
 - b. Minimum limit of coverage will be \$1,000,000 for each occurrence except for the following exposures:
 - i. Where liability insurance is required by any section of the Portland Fire Code, or as a permit condition for any controlled hazardous activity, including pyrotechnic activities, with an approved permit

from Portland Fire & Rescue, minimum limits of not less than \$2,000,000 combined single limit per occurrence and annual aggregate, with no deductible, and naming the City of Portland as an additional insured. The Fire Chief or the Fire Chief's authorized representative may increase or decrease these amounts.

- ii. If permit allows consumption or sale of alcohol, Liquor Liability Insurance, with an approved permit from Oregon Liquor Control Commission, with limit of not less than \$2,000,000 each occurrence.
 - iii. The City Attorney may determine that additional hazardous activities not listed above will require insurance of not less than \$2,000,000 each occurrence.
3. If an activity or event will involve the participation by volunteers, commercial insurance provisions must be demonstrated and documented for all volunteers, with a minimum limit of \$25,000 per person, accident medical/AD&D, and personal liability with a minimum limit of \$100,000 per person. Volunteers driving in the course of their activity must have current liability insurance that meets the State of Oregon statutes. Permit holders are encouraged to require, or provide, excess liability insurance for their volunteer drivers.
 4. The permit holder must secure its liability for industrial injury to its employees in accordance with the provisions of ORS 731.166 of the Oregon Revised Statutes. The permit holder is responsible for Workers' Compensation Insurance for any subcontractor it may use or hire for purposes of this permit activity, including staging. The permit holder assumes all risk of damage to the activity site and its property, injury to its officers, directors, agents, contractors, or invitees, in or about the activity premises from any cause, and waives all claims against the City. The permit holder also waives, with respect to the City only, its immunity under ORS 731.166 of the Oregon Revised Statutes.
 5. Participant medical coverage must be demonstrated and documented with either a City approved, or sponsoring organization approved, indemnification agreement, signed by each participant, or a commercial insurance policy or endorsement providing not less than \$25,000 medical AD&D limits of insurance. All indemnification agreements must hold the City of Portland, including its employees, officers, officials, volunteers, and agents, harmless for all claims related to or resulting from the participant's activities and resulting injuries or death.

6. In no event will such indemnification extend to any law enforcement activities of the Portland Police Bureau, except where such activities are undertaken at Permittee's request or direction. Permittee must execute an indemnification and hold harmless agreement incorporating the terms and requirements of this provision.

D. Evidence of Insurance

1. The following documents must be provided as evidence of insurance coverage:
 - a. A signed Certificate of Insurance, showing the policies' numbers, ISO form numbers, any deductible or self-insured retention, effective dates, limits of liability sorted by required coverage type, name, and dates of events. Specific or unusual exposure coverage required by the permit should be stated. Certificate holder must be "City of Portland."
 - b. A copy of the actual endorsement naming the "City of Portland" as an Additional Insured, showing the policy number and signed by an authorized representative of the insurance company.
2. The Required Evidence of Insurance and questions related to insurance should be sent to the Special Events Coordinator. All insurance documents are due to the Special Events Coordinator not less than thirty (30) days before the event. Late submittals may not be approved in time to issue a permit. City use Permits will not be issued without approved insurance.
3. If the Insurance is cancelled or terminated prior to completion of the City use, the Permittee will provide a new policy with the same terms. The Permittee agrees to maintain continuous, uninterrupted coverage until the completion of the City use. The insurance will include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Permittee. The Permittee will maintain on file with the Revenue Bureau a certificate of insurance certifying the coverage required by this exhibit. The adequacy of the insurance will be subject to the approval of the City Attorney. Failure to maintain liability insurance will be cause for immediate revocation of Permittee's Permit, possible fines, and disqualification from obtaining permits for future events.

E. Liability Agreement:

Alli Sports, LLC, its parent company, NBC Universal Media, LLC, and/or any event organizer or subcontractor hired by the Permittee will hold harmless, defend and indemnify the City and the City's officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and

costs) brought against any of them arising from Permittee's activities authorized by a use permit.

Exhibit D

Dew Tour Street and Sidewalk Use Permits and Fees

- A. Street and Sidewalk Use Permits: Revocable Street and Sidewalk Use Permits are issued by the Special Events Program to Alli Sports, LLC (Permittee), and/or any event organizer or subcontractor hired by the Permittee, for the each of the Dew Tour events and activities described below and shown on Attachment 2 to Exhibit B:
 - 1. Skateboard competition and practice events on a temporary course;
 - 2. BMX bicycle competition and practice events on a temporary course; and
 - 3. Temporary facilities necessary for event management, television recording and broadcast, support services and event sponsor activities.
- B. The Permittee agree to abide by the provisions of PCC 7.22 and corresponding Administrative Rules, except for application fees and cost recovery structures, which are outlined below in subsections C through E of this section.
- C. All Dew Tour events and activities are subject to modifications, permit denials and revocations, and appeals process.
- D. The Permittee will be assessed Cost Recovery on actual services provided by City staff and use of City resources. These costs will include coordination services, Traffic Engineering and review, erosion control review, and Police services.
- E. The City will invoice Alli Sports, LLC approximately 30 days post event, with payment of all fees due on a net 20 basis.

Exhibit E**Other Permits for Dew Tour Events and Activities Not Outlined in this Document.**

It is the responsibility of Alli Sports, LLC (Permittee), and/or any event organizer or subcontractor hired by the Permittee to obtain any other permit that may be required for a particular use not included in this document. Examples of permits for other uses that may be obtained from the other agencies include, but are not limited to:

1. Amplified sound: City Noise Control Officer.
2. Staging or structure(s) erected in or over a street: Portland Bureau of Transportation, Street Systems Division.
3. Food service: Multnomah County Health Division.
4. Alcoholic beverages: Oregon Liquor Control Commission.
5. Light rail or bus routes: TriMet.
6. Community events, street fairs, and festivals: Portland Bureau of Transportation.
7. Festivals, special events, and celebrations: Portland Fire & Rescue.