

Los Angeles Olympic Organizing Committee

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Olympics



March 15, 1983

Sears, Roebuck and Co.
Sears Tower
233 South Wacker Drive
Chicago, IL 60684

Attention: Mr. Robert E. Wood II
Vice President/Advertising Sales
Sears Merchandising Group

Reference: Olympic Ticket Brochures

Gentlemen:

This letter will confirm the general terms and conditions upon which the Los Angeles Olympic Organizing Committee ("LAOOC") and Sears, Roebuck and Co. ("Sears") will enter into an agreement ("Agreement") providing distribution of the official Olympic athletic ticket order brochure consisting of approximately 32 pages which is intended to be distributed throughout the United States ("Brochures") and related services by Sears to promote the Games of the XXIIIrd Olympiad ("Games").

To assist LAOOC in preparing for and staging the Games, Sears and LAOOC intend to agree as follows:

1. LAOOC will provide Sears' central distribution center Brochures in such editions as required by LAOOC for distribution throughout the United States in Sears stores and catalog outlets. Sears will receive an agreed number of copies of the first edition of the Brochures available for distribution. Sears will commence distribution within two (2) weeks after delivery of the first edition of the Brochures to the central distribution center. It is anticipated that the first edition will be delivered on or about May 1, 1983 and that distribution of all editions will commence on or about May 14, 1983 and be completed on or about June 1, 1984, or on such earlier date as designated by LAOOC. LAOOC will have the right to approve the timing and manner of distribution of the Brochures.

2. Sears will distribute and make available the Brochures in all Sears stores in accordance with a plan to be developed by Sears and LAOOC. Sears will consult with LAOOC to assist

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LAOOC in developing LAOOC's marketing strategies. Sears will have the exclusive right to distribute the Brochures throughout the United States. The foregoing notwithstanding, LAOOC may distribute the Brochures and other promotional material nationwide directly to the public by mail or other home delivery and LAOOC may appoint in Southern California one or more additional distributors of the Brochures.

3. Sears will provide a customer service area in each of its stores and catalog sales outlets at the catalog sales desk or other mutually acceptable location and will provide trained personnel to staff each service area during regular store hours to respond to ticket questions and general Olympic inquiries. LAOOC will develop written training materials for training Sears personnel.

4. Sears will develop and implement a system for providing Brochures by mail to persons unable to obtain Brochures at Sears retail outlets or catalog sales outlets.

5. Sears will actively advertise the Brochure distribution program in its usual advertising media, including newspaper advertising, inserts in monthly billings, monthly direct mail pieces, catalogs and, to the extent feasible, in radio and television commercials. With adequate advance notice from LAOOC, ~~i.e., at least five to six months~~, Sears will develop ~~television and other~~ materials particularly promoting sales of tickets for lesser demand Olympic events. Sears will also provide promotional in-store signage to announce the availability of the Brochures and promote purchase of tickets.

6. Sears will use its best efforts to accommodate the reasonable requirements of the LAOOC for additional distribution of tickets to the Games which remain unsold after the Brochure distribution program is substantially completed. Such additional distribution systems to be operative in Southern California only, may consist of the LAOOC providing computer terminals at Sears stores for ticket order entry input resulting in tickets being mailed to customers.

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7. Sears and LAOOC will consider the manufacture and exclusive sale by Sears of a commemorative item of the Games pursuant to a design/sample developed by Sears and jointly approved by Sears and LAOOC. Sears will advertise and market this through Sears' usual advertising media and marketing procedures. The item will be sold at a price established by Sears and agreed to by the LAOOC. All revenues therefrom, less Sears' direct costs, shall be paid to LAOOC quarterly.

8. LAOOC and Sears will explore the possibility of including one or more pages of LAOOC licensed products in Sears catalogs.

9. LAOOC may include in the Brochures commercial advertising by any entity other than another department store chain. LAOOC shall retain all such advertising revenues. Sears shall have a first right of refusal to buy one or more such advertising pages.

In consideration of the foregoing, Sears will be entitled to use the designation "Official Olympic Ticket Brochure Distributor" and the LAOOC "Star in Motion" logo in connection with the advertising and promotion of the availability of the Brochures and the sale of the commemorative item. Such usages must be approved in advance by LAOOC in accordance with standard LAOOC policies and requirements. Such usage shall not interfere with the exclusive rights to use LAOOC symbols enjoyed by LAOOC licensed sponsors, manufacturers and suppliers.

It is understood that all of the provisions of the Agreement shall be consistent with all agreements previously executed by LAOOC, between LAOOC, the International Olympic Committee ("IOC") and the United States Olympic Committee dated March 1, 1979, which references among other things, the IOC Charter. The Agreement must comply with any and all applicable provisions of local, state and federal law. Also, ~~it is expressly agreed and understood by the parties that Sears and LAOOC shall be liable for the performance of the Agreement, but that neither the City of Los Angeles, the IOC, nor any director, member, officer, employee or other representative of LAOOC or the City of Los Angeles shall incur any~~

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financial responsibility or liability, of any kind or nature whatsoever, in connection with this letter agreement and that the foregoing provision concerning financial responsibility or liability shall be expressly included and made a part of any and all agreements subsequent to this letter agreement, including the Agreement.

Very truly yours,

LOS ANGELES OLYMPIC ORGANIZING
COMMITTEE ("LAOOC")

By: *G. Edward Smith*
G. Edward Smith
Vice President-Spectator Services

Agreed:

SEARS, ROEBUCK AND CO.
("SEARS")

By: *Robert E. Wood II*
Robert E. Wood II
Vice President/Advertising Sales

If this letter is ratified below, this letter shall constitute the final Agreement:

Dated:

SEARS, ROEBUCK AND CO.
("SEARS")

LOS ANGELES OLYMPIC ORGANIZING
COMMITTEE ("LAOOC")

By: _____

By: _____