

CONTRIBUTION AGREEMENT

This Contribution Agreement (“**Agreement**”) is entered into as of [Date] (“**Effective Date**”) by and between the City of Seattle, a Washington municipal corporation (“**Seattle**” or the “**City**”), and Seattle International Soccer Local Organizing Committee, a Washington nonprofit corporation (“**SeattleFWC26**” or “**LOC**”). The City and SeattleFWC26 are sometimes referred to individually each as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, in 2018 Seattle entered into that certain Host City Agreement with the United States Soccer Federation (“**USSF**”) and Fédération Internationale de Football Association (“**FIFA**”) regarding participating in the hosting and staging of international soccer games as part of the FIFA World Cup 2026™ tournament (the “**Host City Agreement**”);

WHEREAS, in 2022, Seattle entered into that certain Addendum to the Host City Agreement with the USSF, FIFA and First and Goal, Inc. (the “**Addendum**”), which required formation of a local organizing committee entity “whose sole purpose [as specified in the Addendum] is to exercise the rights granted in the Rights Package Agreement (and collect and use all revenues associated therewith) and to perform the obligations of the Host City Authority under the Host City Agreement jointly with the Host City Authority” and changed the reference from Member Association to FIFA;

WHEREAS, the LOC is a non-profit corporation organized to participate in the hosting and staging of world class sporting events such as the FIFA World Cup 2026™ (the “**Tournament**”) and in contemplation of meeting Seattle’s obligations under the Host City Agreement as amended;

WHEREAS, FIFA required the City and LOC to enter into that certain Joinder Agreement by which both Parties became parties to the Host City Agreement;

WHEREAS, the City and LOC entered into the Mutual Support and Collaboration Agreement on October 18, 2023, to further define their respective roles, responsibilities, obligations, and allocation of liability with respect to the hosting and staging of games as part of the Tournament (the “**MSCA**”);

WHEREAS, that MSCA contemplated future agreements specifying reimbursement or compensation to be paid by the LOC to the City for certain services;

WHEREAS, the Parties intend for this Agreement to (1) define those services that the City will provide in connection with the Tournament (the “**City Services**,” and as further defined below); (2) memorialize the fact that SeattleFWC26 will be solely responsible for those obligations under the Host City Agreement except for those that constitute City Services under this Agreement, or services provided by the City related to safety and security during the Tournament that will be reimbursed pursuant to a separate agreed-upon process; and (3) set forth the LOC’s contribution toward the cost of the City Services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Definition of City Services.** For purposes of this Agreement, “City Services” shall include the following:
- a. Appointment and employment of a City of Seattle Director of World Cup Operations to assist with internal planning and coordination; and
 - b. General City capital infrastructure upgrades or repairs in the city; and
 - c. Review and planning time for permits in connection with the Tournament; and
 - d. Enforcement of a Controlled Area (as defined by the Host City Agreement), enforcement against unpermitted vendors, and traffic management related to the Controlled Area surrounding Seattle Stadium (also known as Lumen Field); and
 - e. General maintenance and operating of the City’s transportation infrastructure, including traffic control and traffic management outside of the Stadium; and
 - f. Overall beautification efforts, including waste removal, street cleaning, graffiti cleanup, and related activities; and
 - g. Planning time related to the above-listed City Services.

The City reserves the right to determine the nature and extent for all City Services.

- 2. SeattleFWC26 Responsibilities.** SeattleFWC26 shall be solely responsible for all obligations in the Host City Agreement except for (1) those that constitute City Services or (2) those safety and security services which will be provided by the Seattle Police Department (“**SPD**”), Seattle Fire Department (“**SFD**”), or the City’s Office of Emergency Management (“**OEM**”) and reimbursed pursuant to a separate agreed-upon process.
- 3. Contribution.**
- a. SeattleFWC26 Contribution. The Parties acknowledge and agree that the City has an obligation to provide civic services the same as or similar to the City Services as part of its normal and ordinary duties as a city government, but that an event the magnitude of the Tournament presents a need for additional services beyond those provided in the ordinary course of operations. In recognition of this need for additional services to support the Tournament and in full consideration of the City’s provision of the City Services, SeattleFWC26 shall pay to the City the sum of One Million Dollars (\$1,000,000) (the “**SeattleFWC26 Contribution**”).
 - b. Payment Due Date. The SeattleFWC26 Contribution shall be made in two lump sum payments – \$150,000 within 30 days of the Effective Date of this Agreement,

and the remaining \$850,000 within 30 days of the final Tournament match taking place in Seattle.

- c. Exclusions. The SeattleFWC26 Contribution does not include, and SeattleFWC26 shall remain separately responsible for, payment or reimbursement of the following costs and expenses:
 - i. All fees and costs associated with the review and issuance of one or more Special Event Permits and related permits, applications, or licenses by the City to SeattleFWC26 or FIFA in connection with the Tournament;
 - ii. Any City services or activities specifically requested by SeattleFWC26 or FIFA, subject to Section 3(d) below.
 - d. Safety and Security Costs. The Parties acknowledge and agree that various safety and security services related to the Tournament will be provided by the Seattle Police Department, Seattle Fire Department, Seattle Office of Emergency Management and other City personnel. The Parties acknowledge and agree that the fees and costs associated with such services will be paid for through a combination of funding provided by the State of Washington or federal government. The LOC will recommend for approval and award by the Federal Emergency Management Agency all eligible projects for grant funding in accordance with the recommendation and/or vote of the FIFA World Cup 2026 Washington Safety & Security Executive Steering Committee.
 - e. FIFA-Requested Services. Notwithstanding any other provision of this Agreement, if permits, services, or activities are requested by FIFA and not SeattleFWC26 (collectively, the “**FIFA-Requested Services**”), SeattleFWC26 and the City will, as joint parties to the Host City Agreement, discuss potential cost allocations and a joint response to FIFA.
 - f. Available Assets. To the extent assets are available following dissolution of the LOC (“Available Assets”), the LOC will disburse such Available Assets as required under the Host City Agreement by and between the LOC, City, and FIFA.
- 4. Payment and Satisfaction of Obligations.** Payment of the SeattleFWC26 Contribution and any amounts described in Section 3(c)(i)–(iv), 3(d), and 3(e) above shall constitute full accord and satisfaction of any and all financial obligations owed by SeattleFWC26 to the City in connection with SeattleFWC26’s reimbursement of the cost for City Services.
- 5. Term.** This Agreement shall commence on the Effective Date and remain in effect until July 31, 2027, unless earlier terminated by mutual written agreement of the Parties.

6. Permits. Any fees for permits issued in relation to the LOC's hosting, staging, and/or operation of any fan events or activations that utilize City-owned or controlled premises shall be paid by the LOC when due and shall be issued subject to all applicable laws, regulations, and policies of the City. Staff time directly related to this permit process shall be reimbursed by the LOC, as negotiated pursuant to the Special Events Permit fees charged to the LOC by the City.

7. Dispute Resolution.

- a. Informal Resolution Process. Any claim or dispute between the City and the LOC under this Agreement may be submitted to the Director of World Cup Operations in writing for informal dispute resolution prior to submitting such dispute to Arbitration as described in subsection b below. Within ten days of receipt of a written submittal to the Director of World Cup Operations, he/she will schedule at least one meeting between the designated representatives with authority to resolve the dispute for each party. If this informal process does not resolve the dispute, then within ten calendar days after the last meeting between the Parties, either Party may initiate arbitration as described below.
- b. Arbitration. The Parties agree to submit all controversies to arbitration in accordance with the provisions set forth below and understand that: (a) Arbitration is final and binding on the Parties. (b) The Parties are waiving their right to seek remedies in court, including the right to a jury trial. (c) Pre-arbitration discovery is generally more limited and different from court proceedings. (d) The arbitrator's award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of rulings by arbitrators is strictly limited. (e) All controversies which may arise between the Parties concerning this Agreement shall be determined by arbitration pursuant to the rules outlined in RCW 7.04A. (f) Judgment on any award of any such arbitration may be entered in the Superior Court of King County. Any notice of such arbitration or for the confirmation of any award in any arbitration shall be sufficient if given in accordance with the provisions of this Agreement. (g) The Parties agree that the determination of the arbitrators shall be binding and conclusive upon them.

8. Miscellaneous.

- a. Effectiveness of MSCA. Unless specifically addressed in this Agreement, all other terms and conditions of the Mutual Support and Collaboration Agreement shall remain in full force and effect.
- b. Compliance with Laws and Prior Agreements. In the provision of services under this Agreement, the Host City Agreement, and the MSCA, the Parties must comply with all applicable local, state, and federal laws as well as all prior agreements, including collective bargaining agreements entered into between the City and unions representing City employees.
- c. Continuous Incorporation. The LOC agrees to maintain its legal incorporation in good standing under the laws of Washington State and King County throughout the

term of this Agreement. The LOC shall follow all applicable laws when dissolving, including without limitation RCW 24.03A.

- d. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written.
- e. Amendments. This Agreement may be amended only by a written instrument signed by both Parties.
- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the City and SeattleFWC26 as of the Effective Date.

The City of Seattle:

THE CITY OF SEATTLE

By: _____

Name: _____

Title: _____

LOC:

**SEATTLE INTERNATIONAL SOCCER
LOCAL ORGANIZING COMMITTEE**

By: _____

Name: _____

Title: _____