



March 1, 2023

Metropolitan Board of Fair Commissioners
Executive Director, Laura Womack
401 Wingrove Street
Nashville, TN 37203

Re: Scheduling Protocol Document

Members of the Fair Board and others whom it may concern:

I send this letter to affirmatively state our agreement with the attached protocol regarding the scheduling of future events at the Nashville Fairgrounds. All campus partners working together collaboratively is critical to the success of the Fairgrounds as a whole. This attached document is a product of that collaborative effort.

Thanks to the work of Chairperson Weiner, Executive Director Womack and representatives from the Nashville Soccer Club, we have a defined procedure for the scheduling of events at the Fairgrounds that protects charter mandated uses and helps avoid unnecessary conflicts in the future. I am confident that with this process, the partners on this campus, and a continued spirit of collaboration, the Fairgrounds will remain an asset for the surrounding neighborhoods and the city of Nashville for many years to come.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in black ink that reads "Jerry Caldwell". The signature is fluid and cursive, with a large initial "J" and "C".

Jerry Caldwell
President, Bristol Motor Speedway

Walsh Management LLC acknowledges that the following procedures, in general, reflect the current processes followed in accordance with MLS Stadium Operation – Term Sheet between Walsh Management LLC and the Fair Board. Certain terms described in this document are specific to the proposed BMS transaction currently being considered by the Fair Board. All campus partners will exercise good faith in scheduling events and venue uses as to not intentionally obstruct business or operations but with full intent to maximize everyone’s use and access of the campus subject to existing agreements.

Parties agree to coordinate with Fairgrounds Nashville in performing its authorized use and operation of the Premises in a manner consistent with the terms and conditions of this document.

Scheduling language:

- Fairgrounds will maintain master shared calendar and provide read access to that information to all campus partners.
- Bristol to provide a schedule to The Fairgrounds Nashville for races and major campus-wide events (including CVB events) by June 25.
- Fairgrounds will identify event dates that are unavailable for Expo use due to longevity, size, and pre-existing commitments and will provide BMS race dates and major event date requests along with its event dates by July 1 each year to Nashville SC for the upcoming year’s schedule.
- The Fairgrounds Nashville will provide NSC an updated event calendar by September 2.
- NSC will provide game schedule to Fairgrounds and campus partners by January 31.
- Campus partners will collaborate to resolve any conflicts for events scheduled after January 31.
- All campus partners will participate in scheduling discussions and, should any conflicts be revealed, it is agreed that the following approach will be taken, subject to existing agreements:
 - The Fairgrounds will work with partners to resolve any event/game conflict.
 - Host all events in the same day by adjusting times (public access), space/parking availability.
 - If events cannot coexist on the days submitted – attempt to reschedule to another day.
 - If neither party is able to reschedule:

Factors to be considered may include:

- Is alternate year scheduling an option?
- Is the event broadcasted?
- What adjustments can be made to host simultaneously?

Same date conflict process:

- Soft holds/tentative dates will be placed in the master calendar as they are communicated on a first-come-first served basis.

Multiple soft holds may be placed on the calendar for the same dates and a numbering system will be used to document the order they were added.

- Soft holds may be added when a potential event is identified which may be up to 18 months in advance. The parties will take a reasonable approach in identifying soft hold events.
 - The first soft hold/tentative dates will have priority to transition to a firm hold/booking and reserve the date(s). If the second soft hold is able to transition to a firm hold before the first hold, the first soft hold will be given an opportunity to secure the event (firm hold/booking). If unable to firm the date, the second soft hold will be authorized to secure their event.
- In the event of a scheduling dispute that cannot be amicably resolved by the parties, Bristol and NSC covenant to work with the Executive Director of Fairgrounds Nashville and other third parties (ie., NASCAR, MLS, etc), diligently and in good faith to resolve such scheduling conflicts.

Parking Coordination:

- Partners recognize the need for parking related to Fairgrounds Nashville events that may occur simultaneously with Stadium and Speedway Events. Fairgrounds Nashville shall have the right to the use of parking in the lot (and future parking garage, if constructed) adjacent to the exposition center at all times, including during Stadium and Speedway Events. Any parking not needed by the Fairgrounds Nashville during Stadium and Speedway Events shall be made available to partners for Stadium and Speedway Event parking.
- Use and access of lots 8,10, 11 negotiated separately between NSC and BMS. Good faith efforts from all to coordinate use with permission not unreasonably withheld.

Event Coordination:

- The parties will cooperate in seeking opportunities for joint marketing of campus events.
- The parties will communicate about and cooperate on campus roadway closure requests.