

# Attachment A

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EVENT AGREEMENT

This Event Agreement between Sportscar Vintage Racing Association (the “Series”) with its principal place of business located at 1312 Regency Court, Southlake, TX 76092 and the County of Monterey, a political subdivision of the State of California (the “County” or “Promoter”) with its principal place of business at 1441 Schilling Place, 2<sup>nd</sup> Floor South, Salinas, CA 93901 is entered into and is effective as of December 1, 2022. Series and County may be referred to herein as “party”, or collectively as the “parties”.

RECITALS

WHEREAS Series is wanting to conduct a Pro Trans Am and Vintage Festival event at WeatherTech Raceway Laguna Seca (the “Facility”) and

WHEREAS County owns and/or controls the Facility and wishes to have Series conduct a road racing event (the “Event”), at the Facility; and

WHEREAS Series is willing to conduct the Event in accordance with the terms and conditions of this Event Agreement along with the exhibits as set forth below and constituting the Agreement.

NOW, THEREFORE, Series and County, in consideration of the mutual promises set forth below and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, agree as follows:

AGREEMENT

1. The Agreement. The Agreement shall consist of this Event Agreement and the following exhibits as though such exhibits were set herein in their entirety:
  - 1.01 Exhibit A: Event Summary
  - 1.02 Exhibit B: Series Obligations
  - 1.03 Exhibit C: Sponsorship Obligations
  - 1.04 Exhibit D: County Obligations
  - 1.05 Exhibit E: Advertising and Use of Registered Trademarks
  - 1.06 Exhibit F: Insurance and Indemnification
2. Obligations of the Parties. The parties agree to be bound by the obligations and responsibilities as set forth in this Agreement.
3. Designation of County Agent. In its discretion, the County may designate an agent to act on behalf of the County with respect to the obligations and responsibilities set forth in this Agreement.

- 3.01 Despite any election to designate an agent, the County remains responsible for all final decisions, rights, and obligations under this Agreement.
- 3.02 The County, in its sole discretion, may revoke any agency designation or replace its agent upon 60 days' notice as provided for herein.
- 4. Events of Default. For purposes of this Agreement, the following constitutes a "Default":
  - 4.01 Failure of either party to abide by the terms and conditions of this Agreement.
  - 4.02 Failure of either party to take such actions, or refrain from taking actions, as may reasonably be requested by the other party in accordance with this Agreement.
  - 4.03 Any act, omission or condition expressly described in this Agreement as giving either party the right to terminate this Agreement or the sanction granted by this Agreement.
  - 4.04 A change, material or otherwise, in the ownership, control or management of either party, unless otherwise expressly permitted by this Agreement or consented to in writing between the parties.
  - 4.05 A statement by either party that it is not or will not be able to pay its debts as they become due; an application or agreement by either party for the appointment of a receiver or trustee in liquidation; a general assignment by either party for the benefit of creditors; the filing by either party of a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement of creditors under any bankruptcy law; the filing by another person or entity of a petition under any bankruptcy law that makes either party, or the adjudication of either party, a bankrupt under any bankruptcy law.
- 5. Termination
  - 5.01 Notice of Termination by either party is effective as of the date the notice is received. Series may not cancel track rental inside of 90-days prior to the event. Termination inside of 90-days will result in a loss of the full base rental fee unless cancelation is due to local, county, and/or state health official directives due to ongoing global health concerns. If Series cancels the event of their own volition within the 90-day period and without County requirement, the County will retain the full base rental fee paid to date.
  - 5.02 Default Caused by County: If there is a Default caused by County, at its option Series may, by written notice to County:
    - i) Terminate this Agreement or the sanction granted by this Agreement.
    - ii) Require that the County to hold harmless the Series, its Board, officers, agents, and employees from any loss resulting from County's' Default.

5.03 Default Caused by Series: If there is a Default caused by Series, at its option County may, by written notice to Series:

- i) Terminate this Agreement and withhold from any payments due under this Agreement.
- ii) Require that the Series to hold harmless the County, its Board, officers, agents, and employees from any loss resulting from Series' Default.

5.04 County's Rights and Remedies Upon Termination:

- i) Upon Termination, Series shall promptly comply with all monetary obligations that have accrued as of the effective date of termination.
- ii) All other terms and conditions of this Agreement shall survive such termination.
- iii) Nothing in this Article shall be construed to limit County's other rights or remedies.

6. Indemnification.

6.01 County shall indemnify and hold Series harmless from any and all claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, damages, and costs of any nature arising out of the Event or this Agreement, except to the extent that such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of Series.

6.02 Series shall indemnify and hold County, its board, officers, agents, and employees harmless from any and all claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, rights, damages, and costs of any nature arising out of the negligent or improper act(s) of Series, except to the extent such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of County.

7. Notice. Unless otherwise permitted herein, notice required by the Agreement shall be given by overnight mail or other express service, postage prepaid, addressed as follows:

7.01 TO SERIES: Tony Parella, CEO, SVRA, 1312 Regency Court, Southlake, TX 76092

7.02 TO COUNTY: Any notice required to be sent to the County shall be addressed to the County's agent as designated in Exhibit A with a copy to the County addressed to Bryan Flores, Chief of Parks, 1441 Schilling Place, 2<sup>nd</sup> Floor South, Salinas, CA 93901

- i) County Agent: John Narigi, President/GM of Laguna Seca Recreation Area, 1021 Monterey Salinas Highway, Salinas, CA 93908

- 7.03 Either party may change the person(s) or locations to which notice must be given pursuant to this Section, by providing written notice to the other party in accordance herewith.
8. Entire Agreement. This Agreement constitutes the entire agreement between Series and County. All previous communications and negotiations between Series and County, whether oral or written, not contained herein are hereby withdrawn and void.
9. Amendments. This Agreement may not be amended or modified except in writing and signed by both parties.
10. Assignment; No Joint Venture and Related Matters. A party may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except as otherwise expressly permitted by this Agreement. The rights and obligations contained in this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will be construed to place Series in the relationship of a partner or joint venture with County. Neither party may or has power to obligate or bind the other party in any manner other than as expressly provided for in this Agreement.
11. Construction of Agreement. The County and Series agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
12. Authority. Any individual executing this Agreement on behalf of the County or the Series represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
13. Governing Law, Jurisdiction and Related Matters. This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and to be performed therein (without giving effect to the conflict of law provisions of such jurisdiction). With respect to any litigation, dispute(s) and/or claims between the parties regarding the Event and/or this Agreement, venue shall lie solely in Monterey County, CA, and all parties hereto consent to service of process by, and the personal and subject matter jurisdiction of, the California Superior Courts in and for Monterey County, California.
14. Force Majeure. Neither party shall be liable to the other for delay in the performance of this Agreement, or for any delay, shortening or cancellation of any race event ("Altered Event"), or for any damages suffered by such other party, to the extent any delay, Altered Event or nonperformance is due to causes beyond the control of the first party, including but not limited to, acts of God, war, terrorism, civil strife, conditions of serious threat to health or safety, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages, pandemic or inability to obtain necessary labor or materials. In the event of

Force Majeure, Series shall receive full compensation of fees paid, minus net hard costs of fulfillment at the date of the Altered Event.

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representative of each party, on the dates set forth below.

County of Monterey  
BY:  
Signature: \_\_\_\_\_  
Bryan Flores, Chief of Parks  
Date: \_\_\_\_\_

Sportscar Vintage Racing Association  
BY:  
Signature: [Handwritten Signature]  
Print Name: Anthony J. Parella  
Title: CEO  
Date: 11/30/22

Approved as to Form:

DocuSigned by:  
Signature: [Handwritten Signature: Michael Whilden]  
Leslie J. Girard, Chief Asst. County Counsel  
Date: 12/1/2022 | 2:48 PM PST

Sportscar Vintage Racing Association  
BY:  
Signature: [Handwritten Signature: Kim Parella]  
Print Name: Kim Parella  
Title: Secretary  
Date: 11/30/22

Approved as to Fiscal Provisions:

Signature: \_\_\_\_\_  
Auditor/Controller  
Date: \_\_\_\_\_

Approved as to Liability Provisions:

DocuSigned by:  
Signature: [Handwritten Signature: Danielle Mancuso]  
Risk Management  
Date: 12/5/2022 | 9:02 AM PST

Exhibit A

EVENT SUMMARY

DESIGNATED COUNTY AGENT: A&D Narigi Consulting LLC  
1021 Monterey Salinas Highway  
Salinas, CA 93908

FACILITY NAME: WeatherTech Raceway Laguna Seca

EVENT NAME: Trans Am SpeedFest

SERIES: SVRA

AGREEMENT TERM: 2023 and 2024

EVENT START TIMES: 8:00 a.m. Daily  
EVENT END TIME: 5:30 p.m. Daily

TIME LIMIT: 8:00 a.m. – 5:30 p.m. each day minimum of 1-hour  
break for lunch each day

DATE OF EVENTS: 2023 – May 5-7  
2024 – April 20-21

SET UP: Wednesday of event week 8:00am – 6:00pm  
LOAD IN: Thursday of event week 8:00am – 5:00pm

FEES: Due to County of Monterey, payment schedule below

Base Track Rental Fee: 2023 \$163,000  
2024 \$168,000

PAYMENT DUE DATE: For the term of this agreement, payments will be due  
for event year 2023 and 2024 as follows. Based on the  
Track Rental Fee specified for each year, due by  
January 20<sup>th</sup> of each year will be a 25% deposit with  
the balance due by March 15<sup>th</sup> of each year.

INSURANCE SUBMISSION DATE: February 1 of each year of contract.



Facility Assets Included for Use During Event:

- Garages Bays 1-24
- Steward's Room
- Newman Building (including offices and garages)
- Timing & Scoring Building
- Paddock Area. No street vehicles will be allowed in the paddock.
- Lakebed
- All Parking Areas
- Six (6) Premier Pit Row Suites

Additional assets for purchase, please list as reasonable rates:

- Turn 1 Hospitality Pavilion - \$3,500 per day
- Turn 3 Paddock Structure - \$4,000 per day

Staffing Inclusions in Base Track Rental Fee:

- Ticketing, Camping Staff
- Event Operations and Facility Staff
- Concessions and Hospitality Volunteers
- Parking and Paddock Volunteers
- Admission and Vehicle Control Volunteers

End Exhibit A

Exhibit B

SERIES OBLIGATIONS

Series shall be responsible for the following:

1. Track Rental Fee for Event
2. Shared Revenue
  - 2.01 Series shall be obligated to County for the term of this agreement that the first \$40,000 generated through all spectator ticket sales for the event will be retained by County to cover the expense of Ticket Sales, Volunteer and Service Clubs staffing leading up to and throughout the Event. If ticket sales exceed the \$40,000, any additional sales to be split 50/50 between County and Series. For 2024, County to retain the first \$50,000 with any additional sales being split 50/50 between Series and County.
  - 2.02 Series shall retain eight (8) Pit Row Suites for internal use or for corporate sales and shall retain all revenue. County shall have access to sell four (4) Suites at their discretion with all revenue being retained by County.
  - 2.03 Series to retain eight (8) campsites on a complimentary basis for their use. County shall have all remaining campsites to sell with County retaining all revenue.
  - 2.04 Series retains the right to source and contract food vendors for the event. Series will allow year-round food and beverage sponsors (with event footprint assets) their agreed upon footprints within the Event. Series will keep 100% of the revenue from all Food Vendors outside of the Cruisn' Café. County shall have the right to operate and retain 100% revenue from the Cruisn' Café. All equipment needs for Vendor use, including tent, shall be at the expense of the Series.
  - 2.05 Series shall have the right to setup satellite beverage areas for sale of non-alcoholic beverages. Series will be required to purchase beverages through County's preferred beverage partner for resale. Series will keep 100% of revenue generated through non-alcohol beverage sales during the event. County retains 100% of all alcohol sold during event. All equipment needs for Vendor use, including tent, shall be at the expense of the Series.
3. Conduct and Control Over Event. Series shall conduct the Event, through its officials and personnel, in accordance with this Agreement. Series shall have sole control over the conduct of the on-track activities of the Event. Series will work together with County on guidance and recommendations on paddock design and set-up. Series is responsible for the Paddock layout and design.
4. Participant Accident Insurance. Series is responsible for providing participant accident coverage for all Series sanctioned activity, including but not limited to all on-track participants, officials, course marshals and all Series credentialed personnel. This proof of

coverage needs to be received by the County no later than March 1 of each year of this agreement.

5. Fire and Medical Equipment and Personnel. Series shall be responsible for all costs associated with medical and fire personnel, equipment, and services, including without limitation, and at Series expense, cleanup crews, towing and flatbed wreckers, for fire protection and on-site medical services for competitors, officials, the public and others in connection with the Event. County shall make advance arrangements with local hospitals and physicians for the prompt, efficient and appropriate treatment of all injuries occurring during the Track Rental. For purposes of clarity throughout this Agreement, the reference to required County supplied assets, personnel, equipment, and resources shall be understood to be “minimums”, and this shall be especially true with respect to medical, ambulance, safety and fire suppression matters at the Track.
  - 5.01 For the Track and Related Areas: There shall be a minimum of two (2) properly trained corner workers per flagging station, with a full complement of road racing flags, a fully charged 10lb multi-purpose fire extinguisher, and radio with closed ear headsets for direct communication with race control, at each such station. County can arrange flaggers with cost billed back to Series or Series can work with SCCA San Francisco Region. Any other staffing needs to be approved by County a minimum of 60 days prior to the event.
  - 5.02 For Fire and Rescue: There shall be a minimum of two (2) fire-rescue vehicles with suitable fire extinguishing equipment and properly trained crews. There shall be at least one extraction/cutting tool to be located on one of the trucks. Series may only contract with SCCA San Francisco Region, any other company needs to be approved by County a minimum of 60 days prior to the event.
  - 5.03 Minimum of two (2) roll back vehicle recovery trucks and one conventional tow (lift) truck required.
  - 5.04 For Ambulance Resources: A minimum of two (2) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulances dedicated exclusively to the racetrack activities. If Medical Center services are requested by Series, County will coordinate professional medical staff and accommodations for the staff, if required, at Series expense.
  - 5.05 Spectator Ambulance:
    - i) Provide one (1) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulance for spectator area assignment.
  - 5.06 Emergency Dispatch Personnel:
    - i) County shall have present during the Event a paddock ambulance dispatch person to respond to any incidents within the paddock or facility. This person shall have a detailed familiarity with the facility, the track and track operations.

- ii) Series shall provide an emergency vehicle dispatch person for all on-track ambulances, rescue, and safety crews.
- 5.07 Security for Pit, Paddock and Garage Areas: County shall furnish adequate volunteer security personnel and equipment in the pit, garage/paddock and adjoining areas. County shall limit access to the pit area before, during and after the Event solely to authorized individuals and equipment. County is solely responsible and liable for the actions of security personnel, provided. Series is responsible to hire any overnight paddock security if required by Series at series expense.
6. Awards. Series shall be responsible for paying all purse awards. Series is responsible for podium, podium activities, champagne, and any other costs associated to award presentations. If County's podium trailer is in good shape and available, Series can use at no charge. Any damages to the trailer are the financial responsibility of the Series to repair no later than 30 days after the event.
7. Timing and Scoring. Series shall provide and be responsible for all timing and scoring requirements.
8. Radio Transmissions. Series will provide County a list of all radio frequencies to be used by teams, officials, and other Series personnel for the Event two weeks prior to the Event. Series understands that if such reported radio frequencies are not legal or conflict with any licensed frequencies in Monterey County, Series will require their participants to change to a legal, licensed frequency prior to arriving at the track.
9. Trophies. Series shall be responsible for all trophies and prizes.
10. Series Operations.
- 10.01 Series is required to manage its own operations.
  - 10.02 Series is required to perform all technical and safety inspections.
  - 10.03 Series shall provide a race steward and a pit lane steward as well as race officials who will be in charge while on-track activities are taking place.
  - 10.04 Series is required to perform registration and related administrative functions for all employees and participants/entrants.
  - 10.05 Registration will be located at a mutually agreed upon location at Series expense. Registration location provided by County.
11. Track Announcer and P.A. System: Series shall provide an announcer for all on-track activity and podium and be responsible for the cost of the P.A. system to be used for the event.
12. Additional Signage: Series shall have the opportunity to sell additional signage and sponsor-related entitlements beyond items listed in Exhibit C.
13. In-Paddock Vendors: Series shall have the opportunity to sell event specific in-paddock/marketplace vendors. Vendors must comply with California codes and provide a resale license. Series will work with County sales team leading up to the

event to ensure that list of vendors doesn't conflict. Series will retain revenue for their vendor spots sold and County shall retain revenue from spots sold. Any expenses associated with the vendor spot is the financial responsibility of whichever party makes the sale.

14. Entry fees: Series shall retain all participant and crew entry revenue as outlined in Exhibit "A".
15. Contractors and Suppliers: Series is required to use track approved contractors, caterers, vendors, and supplier where an administrative fee of 18% is charged and paid by the vendor to the County.
16. Event related equipment rentals: Series shall cover the costs of all equipment and order through track approved equipment partners, including but not limited to generators, electrical hook-ups, I.T. requirements, tents, tables, chairs, golf carts, etc., and any associated permits.
17. Series to honor all season pass holders

End Exhibit B

EXHIBIT C

SPONSORSHIP OBLIGATIONS

The parties shall have the following rights and obligations with respect to sponsorships with the Series point of contact being Steve Fields, All Fields Sports LLC.

1. County will provide an inventory of available signage for the series to sell and utilize. Series is required to use the authorized track signage provider for all signage and installation.

Two (2) 8’x40’ Start Finish Banners  
Two (2) 8’x27’ Start Finish Banners  
Two 7’x42’ Turn 2 Hairpin Billboard signs  
Two (2) 12’x72’ Turn 3 Billboards  
Tire Bridge structure  
Catch-Fence Billboards  
Turn 2, Turn 3, Turn 4, Turn 5, Turn 8, Turn 9, Turn 10,  
Turn 11  
Four (4) 12’x24’ Turn 11 Billboards  
Two (2) 8’x100’ Turn 7 “wire bridge” Billboards  
Two hundred (200) 30”x12’ trackside concrete or tire barrier signs  
Four (4) 12’x24’ Corkscrew Billboards  
Unlimited Trackside A-Frames  
\*Any future developed signage locations or unique opportunities to be discussed in advance for inclusion

- 1.01 Series is responsible for all costs associated with Series related signage, including design, production, installation, and removal.
- 1.02 County shall provide Series with a track-approved and insured signage installation vendor to negotiate rates and services with. Series is responsible for all associated costs.
2. County Sponsors and Signage: Series understand that County retains signage locations throughout the Track and Facility for year-round sponsors, and retain the right to those locations and branding, regardless of possible conflict with Series sponsors (“County Sponsors”).
  - 2.01 Notwithstanding anything in this agreement to the contrary, County shall retain the right to display on-track branding of WeatherTech Raceway Laguna Seca’s Official Sponsors as they remain in a year-round placement.
3. Sponsors: Series and County to work in cooperation to sell sponsorships with County actions beginning (90) ninety days prior to the event dates. Each party to retain the revenue generated from their individual efforts. Any expense incurred would be the responsibility of the selling party. Sales efforts will be directed towards exhibit and product vendors. Vendors must comply with California codes and provide a resale license.

End Exhibit C

EXHIBIT D

COUNTY OBLIGATIONS

County shall be responsible for the following:

1. Control and Maintenance of the Facility. County represents and warrants that, in connection with the Event, it currently has and will maintain sole control of the Facility, and that it has and will maintain full authority to permit the Event to be conducted at the Facility in a timely manner. County shall maintain the Facility in good repair at all times applicable to the Event, ready for use. County shall be responsible for the safety of such persons while on the Facility. County warrants that the Facility is and will remain in a condition suitable for the Event, as accepted on the effective date of this Agreement or such other approval date as the parties may agree upon in writing.
2. Compliance with Laws. Series and County shall comply with all local, state and federal laws and regulations applicable to the organization, promotion and occurrence of the Event, and County shall obtain in a timely manner all necessary licenses, permits or other governmental approvals required for the Event. County shall be solely responsible for compliance with all federal, state or other tax information, reporting and withholding obligations (including, but not limited to, Federal Form 1099) with amounts payable with respect to the Event and the competitors therein. Series required to follow all health protocols and guidelines mandated by State and County for public safety.
3. Control of and Responsibility for the Public. County is solely responsible and liable for the safety of the public during the Event. County shall furnish adequate facilities, personnel (including security personnel), equipment and services for accommodating and controlling the public during the Event. In connection with these responsibilities, County shall ensure that the movement of the public through the paddock and related areas shall be carefully configured so as to safeguard the public while not interfering with the Event, or the activities of the Event competitors and participants.
4. Business Responsibilities Relating to Promotion: County shall perform all obligations imposed on it by this Agreement, including all obligations to provide cooperation, tickets, passes, services, support equipment and the like at its own expense, without contribution by Series unless otherwise expressly stated in this Agreement and/or in any subsequent letter agreement or exhibit appended hereto. County assumes and will perform all its business responsibilities in connection with this Agreement and the promotion of the Event, in a first-class manner.
5. Event Insurance: County shall obtain and maintain public liability insurance for the Event for (i) spectator injury and property damage and (ii) participant legal, pit, track, product liability and medical malpractice, with a minimum combined single limit equal to but not less than \$10,000,000.00 per occurrence.
6. Miscellaneous County Rights and Obligations:
  - 6.01 Provide adequate parking areas (which have been commonly and previously used to host this and other events of comparable size) and parking passes/permits. For



the foregoing purposes, three (3) weeks in advance of the Event, County shall furnish Series with accurate plans, engineering and scale drawings, maps, dimensions and the like for said paddock, garage, pit, parking and related areas. In all areas allocated to Series for the conduct of the Event such as, by way of example but not limitation, the paddock, garage, pit stalls and related areas.

- 6.02 Honor the Series credentials.
- 6.03 Provide suitable staff or volunteer personnel to secure the pits as designated by Series, and the garage/paddock area on a continuous, 24-hour/day basis beginning the first day the Facility is open to Series personnel or competitors and ending on Sunday evening of the event.
- 6.04 County shall work and coordinate with Series in arrangements and activities which will enhance the Event and further the interests of the Series through activities such as: adequate track time for VIP pace car rides; VIP access to the starter-stand throughout the Event weekend; and the like.
- 6.05 County shall market and promote the event as a medium event, similar to other events on the season schedule to include but not limited to:
  - i) Being added to the Season Schedule and all associated marketing material
  - ii) Included on County/WRLS website as an Official Event including ticket sales page
  - iii) Promoted similar to other events on the Season Schedule through all channels
  - iv) Will produce and coordinate official press release, social media posts, and incorporate the event into regularly scheduled marketing plans developed for the year.
  - v) Work in conjunction with Series on a specific marketing plan to properly promote the event in cooperation with the Series.
- 6.06 Provide a meeting room or covered space for drivers' meetings with a minimum capacity of 40 chairs and additional standing room, actual area TBD.
- 6.07 County has the right to pursue and secure sponsorships sales, providing there are no direct conflicts with Series sponsors, to be mutually agreed upon. Target lists for events or for general use to be provided to each party.
- 6.08 County retains all parking revenue excluding car corrals that are promoted and managed by the Series.
- 6.09 Sanitation Services: Trash and sanitation service to be handled by County at County expense.

End Exhibit D

EXHIBIT E

ADVERTISING AND USE OF REGISTERED MARK

1. Cross Trademark Licenses:

1.01 Grant of License by Series. Series hereby grants to County a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, the Series Marks in connection with the publicity, promotion, merchandising and advertising of the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld. This license shall terminate upon the expiration or termination of this agreement.

- i) Terms and Conditions of Use. County shall display the Series Mark in all publicity, advertising and promotion relating to the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld
- ii) Indemnity. Series hereby agrees to indemnify County from any claims or loss arising out of County's use of the Series Marks or Official Logos in strict accordance with the terms and conditions of this Agreement.

1.02 Grant of License by County. County hereby grants to Series a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, County's marks in connection with publicity, promotion and advertising of the Event. Any use of the County's marks must be approved by County, such approval not being reasonably withheld. This license shall terminate upon the expiration or termination of this Agreement. Guidelines for use shall be provided by the County.

- i) Terms and Conditions of Use. Series shall have the right to use and sublicense County's marks in connection with publicity, promotion or advertising of the Event, however, the Series shall not, without the prior written consent of County, use or sublicense the use of County's marks on the branding of any retail package product, unless otherwise expressly permitted in this Agreement. Any use of County's marks must be pre-authorized by County.
- ii) Limited Authorization. This license does not authorize Series to use County's marks in its corporate business or firm name and title nor to use or permit the use of County's marks other than in accordance with the terms and conditions of this Agreement.
- iii) Indemnity. County hereby agrees to indemnify Series from any claims or loss arising out of Series use of County's marks in strict accordance with the terms and conditions of this Agreement.

1.03 Misrepresentations. Neither County nor Series shall make any misrepresentations in connection with publicizing, promoting or advertising the Event.

1.04 Series shall always refer to the raceway as WeatherTech Raceway Laguna Seca.

End Exhibit E

## EXHIBIT F

INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS: Series, at its own expense, shall provide Primary Insurance Coverage for the Event as follows:

## 1. EVENT GENERAL LIABILITY MINIMUM COVERAGE REQUIREMENTS:

<u>Coverage:</u>	<u>Minimum Required Limit:</u>
Bodily Injury and Property Damage Liability (including Contractual Liability, written and oral)	\$10,000,000 Each Occurrence Limit
Damage to Rented Premises (or Fire Legal)	\$300,000 per occurrence
Medical Expense	None
Personal and Advertising Injury Liability	\$10,000,000 per occurrence
General Aggregate Limit (Including Spectators)	None (Per Event is acceptable) (No Annual Agg)
Products-Completed Operations Aggregate	\$10,000,000
Legal Liability to Participants (Including Participant to Participant coverage)	\$10,000,000 per occurrence (No Annual Agg)
Official Vehicle Property Damage	\$100,000 per occurrence
Racing Errors and Omissions Coverage	\$100,000 per occurrence (No Annual Agg)
Liquor Liability	\$10,000,000 per occurrence (Host at Minimum)
Medical Professional Liability	\$10,000,000 per occurrence (Excess Acceptable)
Directors', Officers' & Stewards' Errors and Omissions	\$100,000
Minimum Age of Participant	Must State the minimum age permitted

- i. Series' General Liability coverage is to be shown as Primary on the Certificate. The Certificate must state: "This insurance is primary and non-contributory to any other insurance available to the additional insureds."
- ii. Coverage must waive subrogation as respects the additional insureds.
- iii. Series shall provide to County a certificate of insurance evidencing the required coverages no later than forty-five (45) days prior to the Event to be insured. Upon County's request Series shall provide full copies of all applicable insurance policies.
- iv. General Liability and Umbrella policies need to be placed with a carrier at least A Rated by A.M. Best.

- v. The policy shall designate as “additional insureds” the: (1) County of Monterey, its officers, agents, and employees; (2) A&D Narigi & Associates its officers, directors, agents and employees, (3) All Fields Sports, LLC its officers, directors, agents and employees, and (4) those entities and names listed in Exhibit F-1, if any.
- vi. The certificate of insurance and policy agreement should list any deductibles Series might be responsible to pay or reimburse.
- vii. If a satisfactory certificate is not received by a date forty-five (45) days prior to the scheduled commencement of the Event to be insured, County shall have the right, but not the obligation, to cause the Event to be insured for liability under the current County Insurance Plan. Certificates evidencing such coverage and a billing for the appropriate premium charge therefore shall be sent to the Event organizers/promoters. In case the premium charge is unpaid by a date fourteen (14) days prior to the scheduled commencement of the event, County may cause the Event to be cancelled.

2. PARTICIPANT ACCIDENT COVERAGES: Series shall be responsible for providing accident coverage for its participants including officials, workers, and volunteers.

3. REPRESENTATIONS AND WARRANTIES:

a. Series represents and warrants to County that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by Series has been duly authorized. This Section 3.a shall survive expiration or termination of this Agreement.

b. County represents and warrants to Series that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by County has been duly authorized. The County does further represent and warrant to Series that the Track is fit, and operational for the purposes of this Agreement. This Section 3.b shall survive expiration or termination of this Agreement.

End Exhibit F

EXHIBIT A-1

EVENT SCHEDULE DRAFT AND SUBJECT TO CHANGE

Schedule to be provided by Series

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