

Attachment A

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WeatherTech®
Raceway
LAGUNA SECA
Sponsorship Agreement
“Monterey Grand Prix Title Sponsor”

THIS Agreement (“**Agreement**”) is made on June 1, 2022 (**the "Effective Date"**) between COUNTY of MONTEREY (“**County**”) with offices at 1441 Schilling Place, South, 2nd Floor, Salinas, California 93901 and **Bridgestone Americas Tire Operations, LLC** (“**Firestone**” and/or “**Sponsor**”), with offices at 200 4th Ave. South, Nashville, TN 37201, regarding sponsorship of WeatherTech Raceway at Laguna Seca (“**Facility**”) located at 1021 Monterey-Salinas Highway, Salinas, CA 93908 and the NTT INDYCAR Grand Prix of Monterey, known to herein as the “**Event**”.

1. Term: The term of this Agreement (“**Term**”) shall be deemed to have commenced on the Effective Date and will conclude October 1, 2024, unless earlier terminated as provided below or extended by written mutual agreement of the parties.
2. Sponsorship Benefits: County agrees to provide the Event Sponsorship Rights and sponsorship benefits outlined in **Exhibit A** during the Term in connection with the Event in a manner reasonably satisfactory to Sponsor.
3. Consideration: In consideration of County providing the Event Sponsorship Rights and benefits listed herein, Sponsor agrees to pay the County: Three Hundred Twenty-Five Thousand Dollars (\$325,000.00 USD)(the “**Payment**”), subject to County’s submission to Sponsor of invoices.
 - (a) 2022 Event payment of One Hundred Thousand US Dollars (\$100,000.00 USD) payable upon contract execution. The balance of Two Hundred Twenty-Five Thousand US Dollars (\$225,000.00 USD) payable on or before July 1st, 2022. 2023 and 2024 Payments as detailed under “**Exhibit B**”.
 - (b) Firestone shall have a right of first refusal to retain the Title Sponsorship Right for 2025 Event as an Option Year. If Firestone desires to exercise its right of first refusal for the 2025 Option Year, it will inform County in writing on or before October 15, 2024 (“**Extension Term**”).
4. Compliance with the Law: The County is solely responsible for the administration, management, and fulfillment of the Event and represents and warrants that all elements of the Event will be conducted in full compliance with all applicable laws, rules, and regulations (including all laws, rules, regulations and orders pertaining to Coronavirus/Covid-19). The County will abide by best practices, guidelines and protocols (including those pertaining to health and safety) relating to Coronavirus/Covid-19, including, without limitation, those issued by federal, state and local authorities (including, without limitation, California Department of Public Health and the Monterey County Health and Emergency agencies) and the CDC (including, without limitation, those related to social distancing, hygiene and wearing of personal protective equipment).
5. County Obligations:
 - (a) In addition to County’s obligations in Section 4, County shall perform the following duties with respect to the Events and all activities connected therewith or incident thereto, including the following:
 - (i) County will, or will cause others to (at no expense to Firestone), perform all acts necessary to stage the Events and operate the Raceway, which acts may include, but are not limited to: (1) preparing and distributing entry forms or tickets, if any, which comply with all applicable legal requirements and which include Sponsor (and Sponsor’s parent company, affiliates,

employees, agents, officers and directors) and County on the liability waiver; (2) obtaining in advance any approval from third parties required to conduct the Events and perform its obligations hereunder, including without limitation, Firestone participation as set forth herein; and (3) obtaining signed liability releases from persons using the Raceway naming Sponsor (and Sponsor's parent company, affiliates, employees, agents, officers and directors) as a released party.

- (ii) The County shall be responsible for the payment of all federal, state and local sales and use taxes, now effective or imposed with respect to the Events and the Raceway. Except as specifically set forth herein, the County shall not be responsible for the payment of any taxes imposed as a result of the rights granted to Firestone hereunder. Should Firestone receive a bill or statement of taxes that are the responsibility of the County, Firestone shall immediately forward such bill or statement to the County. Upon request by Firestone, proof of compliance (i.e., copy of bond and other necessary documents) shall be sent to Firestone.
6. Termination. Either party shall have the right to terminate this Agreement upon written notice to the other party a) if the other party has committed a breach of this Agreement, which has not been cured within 15 days after receiving written notice of such breach, or b) if the other party becomes insolvent or becomes involved in bankruptcy proceedings, or c) if Sponsor terminates its relationship with IndyCar. Any termination by Sponsor pursuant to this Paragraph shall be without liability to Sponsor, and County shall promptly refund to Sponsor all payments made by Sponsor in the year of the cancellation, less any hard cost incurred by County as mutually agreed between the parties in good faith in order to fulfill its obligations under the Agreement prior to its receipt of the termination notice. No remedy is intended to be exclusive and parties may exercise any other right or remedy available to it under law or in equity.
7. Independent Contractors: Each party shall be an independent contractor relative to the other party hereto. Nothing in this Agreement shall be construed as creating a partnership, employer/employee/principal/agent, nor joint venture relationship between County and Sponsor. None of the parties shall have any right to obligate or bind any other party in any manner whatsoever without prior written approval.
8. Assignment: Neither Sponsor nor County shall assign this Agreement or any of the rights or responsibilities hereunder without prior written approval of the other parties. Any other attempt to assign this Agreement shall be void and unenforceable.
9. Waiver/Breach: Waiver of any breach of this Agreement shall not constitute a waiver of any other prior or subsequent breach of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the non-breaching party. The failure of any party hereto to insist upon strict compliance with this Agreement, or any of the terms and conditions hereof, shall not be deemed a waiver of any rights or remedies that such party may have.
10. Severability: If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.
11. Representations and Warranties: Each Party represents and warrants to the other that: (a) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary actions; (b) this Agreement is a valid and binding obligation of each Party enforceable against it in accordance with its terms; (c) each Party has sole and exclusive authority to grant the rights to the other Party that are the subject of this Agreement; (d) each Party has no contractual or other obligations of any kind that would prevent it from performing any of its obligations under this Agreement; and (e) use commercially reasonable efforts to ensure that its actions and those of its agents and representatives do not damage, cast into disrepute, or reflect unfavorably upon the other party's public image, goodwill or business reputation. Further, each Party represents and warrants that it will comply with any and all federal, state, and local laws, rules and regulations governing their

respective performance obligations pertaining to, in the case of County, the Event, including, without limitation, obtaining all governmental permits and authorizations required to produce the Event, and in the case of Sponsor, activation and usage of the Sponsorship Rights detailed under Exhibit A, as provided by County hereunder.

12. Liability: Except with regard to indemnity claims arising hereunder, neither party shall be liable to the other party for any indirect damages including lost profits or for special, indirect, incidental, consequential or punitive damages arising out of or in connection with this Agreement or the subject matter hereof, regardless of the form of action (including, without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability or statutory), and whether or not the other party has been advised of the possibility of such damages.
13. Insurance/Indemnity:
 - (a) At their own expense, Sponsor shall secure and maintain the following insurance policies in full force and effect throughout the Term of this Agreement: Workers' Compensation with statutory limits or a State Certificate of self-insurance and Employer Liability coverage limits of \$1,000,000 per occurrence, Commercial General Liability with \$5,000,000 combined single limit per occurrence, and Business Automobile Liability covering all owned, hired, and non-owned vehicles with limits of \$1,000,000 combined single limit per occurrence. Sponsor may satisfy the coverage limits above through a combination of its underlying policies and its umbrella/excess liability insurance policy. Sponsor shall name the County of Monterey, its agents, employees, and contractors as additional insured and shall be primary and non-contributory to any other policies in effect, for its activities only.
 - (b) At its own expense, the County shall maintain a program of self-insurance as follows: the County maintains a reserve fund to cover occurrences within a self-insured retention level of \$2.5 million. Above the self-insured retention, the County maintains a primary excess layer up to \$10 million (total layers up to \$50 million) through a Joint Powers Authority agreement with other counties called Public Risk, Innovations, Solutions, and Management ("PRISM") (formerly CSAC – EIA). This policy and its limits are inclusive of Employment Practice Liability (EPL), Errors and Omissions Liability (E&O), and property damage. The County is self-insured for purposes of Workers' Compensation with statutory limits. Upon execution of the Agreement, the County will provide Sponsor with a letter certifying the self-insurance program.
 - (c) Sponsor shall indemnify, defend, and hold harmless County, its officers, agents and employees (collectively, the "County Entities") against all claims, suits, actions, proceedings brought by a third party (collectively, "Claims") against County Entities and all damages, liabilities, losses, judgments, and all expenses and costs including reasonable attorneys' fees arising from such Claims (collectively, "Damages"), to the extent arising out of or resulting from: (i) the material breach by Sponsor of any representation, warranty, covenant or agreement made expressly by Sponsor hereunder; (ii) the use of any Trademark of Sponsor as expressly authorized by Sponsor; (iii) any promotional or publicity materials produced by or supplied by Sponsor (except with respect to approved County Trademarks contained therein); and (iv) the negligence or willful misconduct of Sponsor, its officers, directors, agents or employees.
 - (d) County shall indemnify, defend, and hold harmless Sponsor, its parent, subsidiary and affiliated companies, and its officers, directors, agents and employees (collectively, the "Sponsor Entities") against all Claims against such Sponsor Entities and all Damages arising from such Claims liabilities, judgments, and all expenses and costs including reasonable attorneys' fees, arising out of third party claims to the extent arising out of or resulting from: (i) the material breach by County of any representation, warranty, covenant or agreement made by County hereunder; (ii) the use of any Trademark of County as expressly authorized by County; (iii) any promotional or publicity materials produced by or supplied by County (except with respect to approved Sponsor Trademarks contained therein); (iv) any equipment or other materials supplied by County; (v) any Claims which arise from any event or operation of the Raceway, including but not limited to,

claims for personal injury, death and property damage to the extent not caused by the negligence or willful misconduct of Sponsor; and or (vi) the negligence or willful misconduct of County, its officers, agents or employees.

14. Advertising. During the term of this Agreement, each party hereto shall have the right to use photographs (and Sponsor shall have the right to take photographs at the Event), Trademarks (as defined below), and/or other representations of the other party hereto only in connection with the promotion, advertising or publicity of the Event, and only with the prior written consent of such other party, which consent shall not be unreasonably withheld. Each party hereto shall provide its written approval or disapproval of such promotion, advertising, or publicity materials within three (3) business days after its receipt of such materials from the other party. In no event shall either party hereto use the other party's Trademarks in any way without in each instance obtaining the other party's prior written consent. Upon termination of this Agreement for any reason, each party's right to use the other party's Trademarks and/or trade names shall immediately cease. Notwithstanding the foregoing, Sponsor may use Raceway's Trademarks after the Term on its corporate and PR websites to factually refer to Sponsor's participation in or sponsorship of the Event for PR or informational purposes. The County will obtain in advance all rights, licenses, consents and approvals from third parties required for Sponsor to utilize these advertising and other promotional rights under this Agreement.

15. Trademarks. Trademarks, trade names, service marks, logos and symbols ("Trademarks") are, and shall remain, the sole and exclusive property of the respective party hereto ("Trademark Owner"). Each party recognizes the value of the goodwill associated with the Trademark Owner's Trademarks and acknowledges that all rights therein belong exclusively to the Trademark Owner, and that the other party has not acquired, and shall not acquire, any right, title or interest in any of Owner's Trademarks. All goodwill and rights under trademark and copyright law, and all other intellectual property rights, that arises in favor of Trademark Owner as a result of this Agreement or otherwise shall inure to the sole and exclusive benefit of Trademark Owner. Neither party hereto shall, during or after the Term of this Agreement, do anything which could in any way conflict with the Trademark Owner's use or ownership of Trademark Owner's Trademarks and shall not attack, dispute or challenge the Trademark Owner's right, title and interest in and to Trademark Owner's Trademarks or assist others in so doing.

(a) Sponsor hereby grants to the County a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicensable (except to County, as permitted herein, and to authorized personnel with Sponsor's prior written consent), royalty-free license and right during the Term to use Sponsor trademarks, trade names, service marks, insignias, logos designs, social media handles, or other indicia of identification, whether registered or not solely in the Sponsor Trademarks shall be used by County in the exact form, style and type then prescribed by Sponsor solely as needed to provide Sponsor with the Weekend Event Title Sponsorship Rights and benefits, subject to Sponsor's prior written approval of each use. Whenever the County uses a Sponsor Trademark licensed hereunder, it shall (i) print or display the following statement: "The [**relevant Firestone Mark**] is used solely by permission of Firestone." or (ii) when the statement is impractical, either print a registered trademark symbol (®) or trademark symbol (™), whichever is appropriate. In the alternative, the County may request, in writing, an alternate display method, which shall be subject to Sponsor approval.

(b) The County hereby grants, or shall do all things necessary to grant and ensure, Firestone the non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), and non-sublicensable and royalty-free right to use from time to time, during the Term, the WeatherTech® Raceway at Laguna Seca trademarks, trade names, service marks, insignias, logos designs, social media handles, or other indicia of identification, whether registered or not, owned by the County (collectively, the "**Laguna Seca Marks**"), solely in the exact form, style and type then prescribed by County, in advertising, promotional and other materials and communications created by or on behalf of Firestone in connection with Firestone's sponsorship rights hereunder, upon County's approval

(which shall not be unreasonably withheld or delayed). Whenever Firestone uses a Laguna Seca Mark licensed hereunder, it shall (i) print or display the following statement: "The [**relevant Laguna Seca Mark**] is used solely by permission of Monterey County " or (ii) when the statement is impractical, either print a registered trademark symbol (®) or trademark symbol (™), whichever is appropriate. In the alternative, Firestone may request, in writing, an alternate display method, which shall be subject to the County's approval.

16. General: The parties to the Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. section 7001 et seq.; California Government Code Section 16.5; and California Civil Code section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF). This Agreement, including all Exhibits is the entire agreement between the parties relating to the Event and may only be modified by written agreement signed by both parties. Each person signing below represents to the other party that they are authorized to sign this Agreement and bind their respective companies to fulfill the obligations contained herein. Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement.
17. Survival: All obligations under this Agreement that are continuous in nature, including, without limitation, those relating to Trademarks, Indemnification, and Insurance, shall survive the expiration or termination of this Agreement.
18. 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, pandemic, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages or inability to obtain necessary labor or materials (collectively, a "Force Majeure Event"). If any Force Majeure Event results in the failure of the County to deliver any rights or benefits, in whole or in part, the County agrees to use best efforts to negotiate in good faith with Sponsor to promptly determine and provide substitute benefits of comparable value ("Make-Goods"), which substitution shall be subject to Sponsor's reasonable approval. If, after good faith efforts, the parties are unable to agree on suitable Make-Goods, then at Firestone's sole option, the parties shall negotiate in good faith a refund corresponding to the value of the Sponsorship Rights paid for but not provided and/or an appropriate adjustment to the Payments. If any Force Majeure Event results in either a postponement of the Event for more than sixty (60) days or a full cancellation of the Event, Sponsor shall be entitled to a full refund of all monies paid prior to the cancellation for the specific year of the Agreement in which the cancellation occurs. If any Force Majeure Event results in a cancellation of a portion of the Event, then the County shall reimburse Sponsor the pro rata portion of its fee paid for rights and benefits not delivered due to the force majeure event. If, in the event of a Force Majeure Event, the Sponsorship Rights at issue comprise a substantial portion of the overall Sponsorship Rights, in addition to receiving a refund, Firestone shall have the right, upon written notice to the County, to terminate this Agreement without further obligation or penalty and without waiving any of its rights or remedies.
19. Notice: All notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (iv) five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Bridgestone Americas Tire Operations, LLC, Inc.
Bridgestone Tower
200 4th Ave. South
Nashville, TN 37201
Attn: Lisa Boggs

WEATHERTECH RACEWAY
1021 Monterey-Salinas Highway
Salinas, CA 93908
Attn: Steve Fields

COUNTY OF MONTEREY
1441 Schilling Place, South, 2nd Floor
Salinas, CA 93901
Attn: Chief of Parks

Accepted and Agreed:

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

DocuSigned by:
By: *Lisa Boggs*
B6B0246A92A84D7...
Lisa Boggs
Director, Bridgestone Americas Motorsports

Bridgestone Americas Tire Operations, Inc.
200 4th Ave. South
Nashville, TN 37201

Date: 6/7/2022 | 7:33 AM PDT

COUNTY OF MONTEREY

By: _____
Bryan Flores
Monterey County Laguna Seca Representative

Public Works, Facilities, & Parks
1441 Schilling Place, 2nd Fl., So. Bldg.
Salinas, CA 93901

Date: _____

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

DocuSigned by:
By: *Michael Wilden*
JF98C5BE986F476...
County Counsel

Date: 6/8/2022 | 1:26 PM PDT

Approved as to Liability Provisions:

DocuSigned by:
By: *Danielle Mancuso*
2AEDFB99D2744CC...
Risk Management

Date: 6/9/2022 | 8:11 AM PDT

***INSTRUCTIONS:**

If LICENSEE is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. **If CONTRACTOR is a Limited Liability Corporation (LLC)**, the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. **If LICENSEE is a partnership**, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. **If CONTRACTOR is contracting in an individual capacity**, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

EXHIBIT "A"
SPONSORSHIP RIGHTS

Firestone shall have the following rights for the Grand Prix of Monterey weekend ("**Event**").

1. **Race Weekend Entitlement:** Firestone shall be designated as the Title Sponsor of the NTT INDYCAR event weekend known as "*Firestone Grand Prix of Monterey*"
2. Firestone will have exclusive tire sponsor rights for the Event. No other tire manufacturer can have display, signage or promote unless Firestone provides prior written approval.
3. **Media Inclusion** – Firestone Event logo shall be included in all media and marketing materials developed to promote the Event.
4. Firestone included in the NBC Sports Telecast, including:
 - a. Race Title Card and top of the Telecast with Audio Mention
 - b. One (1) Leaderboard logo
 - c. Three (3) Running Order logos
 - d. One (1) Starting Grid logo
 - e. Two (2) In-Broadcast Billboards
 - f. Logo on all feasible bumps and rejoins
5. Firestone name inclusion in Race Weekend and Race Event title and logo. Firestone has event final approval on logo and trophy. Event logo cannot be manipulated for use on any items such as t-shirts without prior approval.
6. Firestone shall receive name and logo recognition on all in-market advertising, promotional programs and marketing materials
7. Recognition as the Race Weekend Title Sponsor in all written materials, including press releases and all related communications
8. Firestone shall receive visibility and exposure through all pre-event media and advertising
9. Firestone representative(s) shall have the opportunity to present the trophies during the main race presentation ceremonies in Victory Circle
10. Each trophy shall include the Event logo
11. Ten (10) VIP Firestone representatives each day shall have the opportunity to participate in Pace Car "Hot Laps" during the afternoon lunch break on Saturday or Sunday of the Event.
12. Firestone will have the option to provide Bridgestone or Firestone Branded performance tires for the Raceway Pace Car "Hot Laps". Raceway will provide the Pace Car year, make and model and share the tire size and quantity needed to support the Event no later than June 30 throughout the term of the agreement. If the tires are able to be provided, Raceway will assure there will be approved Firestone logos on both sides of the vehicle. The cost of the tires including shipping is the responsibility of Firestone.
13. Two Hundred (200) 2-Day general admission tickets
14. Two (2) parking passes with parking in the Paddock next to the Firestone Service trailer
15. Track Signage Entitlements
 - a. Firestone logo incorporated into Victory Circle backdrop and Press Conference backdrop

- b. One (1) Tire Bridge Branding Package
 - i. Firestone letter set on each side
 - ii. Two (2) Lower Billboards – 11’x127’
 - iii. One (1) 11’x150’Tire Bridge Rooftop Aerial Billboard
- c. Turn 3 Billboards – 12’x144’
- d. One Hundred (100) 30”x12’ Track Barrier Signs
- e. One (1) Turn 11 Billboard – 12’x24’
- f. Two (2) Start/Finish Billboards – 8’x40’
- g. One (1) Primary Corkscrew Backdrop – 12’x48’

All costs associated with the production and installation/removal of all signage options included in Sponsorship Fee. Firestone is responsible for any cost associated with additional future signage elements if inventory is altered or copy changed during the Term.

13. Turn 1 Pavilion Hospitality Upper Deck

- a. Accommodations for three hundred (300) guests
- b. Includes three hundred (300) Sunday only passes
- c. Includes twenty (20) Red 8 Parking Passes

14. Six (6) web banners (one per month) located in the bi-monthly Official eNewsletter. May, June and July issues

15. One (1) web banner in rotation on the Event home page and on track calendar of the Raceway’s official website: www.WeatherTechRaceway.com

16. Firestone trademarks will also be included with logo and link on “sponsor” web page.

17. One (1) Back Cover location, Program advertisement in the Official Event Souvenir Program

18. Firestone shall receive the following Scoring Trylon package per day of the Event

- a. Fifty (50) logo drops

19. If feasible, Firestone will evaluate possible opportunities with its retail distribution channels to help promote the event. WeatherTech Raceway shall provide support with VIP Passes and additional Event elements as determined.

20. Raceway will provide all marketing materials related to the event to Firestone for review and approval: Promotional poster or artwork related to the Event, program cover, ticket design, wearables etc.

EXHIBIT “B”
SPONSORSHIP PROVISIONS

1. In return for the Sponsorship Rights outlined in **Exhibit “A”**, Sponsor shall pay to the County the following Sponsorship Fee:

2022 - \$325,000
2023 - \$325,000
2024 - \$325,000

2. Payment is due on or before July 1 for the respective years.
3. Sponsor is fully responsible for the cost associated with production and installation of included signage entitlements. County will manage and store signage assets year-over year to allow signage to be reused in future years.
4. Sponsor is responsible for all catering expense within the included with its hospitality area. Sponsor shall be provided with a track-approved caterer to assist and manage all food and beverage needs.