

Attachment C



**2023-2028
SPONSORSHIP
AGREEMENT**

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“**Agreement**”) is made on June 21, 2023 (**the "Effective Date"**) between COUNTY of MONTEREY (“**County**”) with offices at 1441 Schilling Place, South, 2nd Floor, Salinas, California 93901 and GRUMA CORPORATION DBA MISSION FOODS (“**Sponsor**”) with primary address of 5601 Executive Drive, Suite 800, Irving, Texas 75038, regarding sponsorship of WeatherTech Raceway at Laguna Seca (“**WeatherTech Raceway**”) located at 1021 Monterey-Salinas Highway, Monterey, CA 93942 and the events and activities that take place at the Weather-Tech Raceway (the “**Events**”).

1. **Term:** The term of this Agreement shall commence on the Effective Date and conclude December 31, 2028 (“**Term**”), unless earlier terminated as provided below or extended by written mutual agreement of the parties. Sponsor shall have an exclusive period of First Right of Renewal for a 90-day period beginning August 1, 2028 through October 30, 2028 for the renewed sponsorship rights and benefits (“**Sponsorship Rights and Benefits**”) detailed in **Exhibit A**. Should Sponsor advise County during the First Right of Renewal period that it is interested in renewing the sponsorship, the parties shall engage in timely good faith negotiations towards a renewal of this Agreement. If the parties do not come to agreement on extension prior to the end of the First Right of Renewal period, County shall have full rights to approach other potential sponsors with regard to the Sponsorship Rights and Benefits.

2. **Sponsorship Benefits:** County agrees to provide the Sponsorship Rights and Benefits outlined in **Exhibit A**, attached to and incorporated by reference in this Agreement, during the Term in a manner reasonably satisfactory to Sponsor.

3. **Consideration:** In consideration of County providing the 2023 Sponsorship Rights and Benefits listed on **Exhibit A**, Sponsor agrees to pay County: Two Hundred Twenty-five Thousand Dollars (\$225,000.00 USD) (the “**Sponsorship Investment Fee**”), subject to County’s submission to Sponsor of invoices. Payment of the Sponsorship Investment Fee shall be made by Sponsor as follows: 100% on or before August 1, 2023, and, for calendar years 2024 – 2028, as detailed under the Sponsorship Provisions on **Exhibit B**, attached to and incorporated by reference in this Agreement.

4. **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 thirty (30) days after receiving written notice of such breach, or b) if the other party becomes insolvent or becomes involved in bankruptcy proceedings. In the event Sponsor terminates this Agreement pursuant to the foregoing, County shall promptly refund to Sponsor all payments made by Sponsor during the current year of the Agreement less any hard costs incurred by County in order to fulfill its obligations under the Agreement prior to its receipt of the termination notice.

Sponsor may terminate this Agreement at any time after completion of the first three calendar years of this Agreement on December 31, 2025, for any reason by providing written notice to County at least 180 days prior to the subsequent calendar year for which the termination shall take effect. In the event Sponsor chooses to exercise such right, Sponsor shall not owe any Sponsorship Investment Fee for any subsequent calendar year of the Term.

5. **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.

6. Assignment: Neither Sponsor nor County shall assign this Agreement or any of the rights or responsibilities hereunder without prior written approval of the other party. Any other attempt to assign this Agreement shall be void and unenforceable.

7. 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.

8. Severability: In the event that 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.

9. 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; and (c) each party has sole and exclusive authority to grant the rights to the other party that are the subject of this Agreement. 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 producer, the Events, including, without limitation, obtaining all governmental permits and authorizations required to operate the WeatherTech Raceway and to produce the Events and in the case of Sponsor, activation and usage of the Sponsorship Rights and Benefits detailed under Exhibit A.

10. 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.

11. Insurance/Indemnity: At their own expense, Sponsor shall secure and maintain the following insurance policies in full force and effect throughout the Term of this Agreement:

- **Commercial General Liability** with \$1,000,000 per occurrence and \$2,000,000 aggregate, and
- **Business Automobile Liability** covering all owned, hired, and non-owned vehicles with limits of \$1,000,000 combined single limit per occurrence, and
- **Workers' Compensation** with statutory limits or a State Certificate of self-insurance and Employer Liability coverage limits of \$1,000,000 per occurrence.
- **Commercial Umbrella** with a limit of \$5,000,000.

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.

(a) 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 General Liability, 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.

(b) Sponsor shall indemnify, defend, and hold harmless County, its officers, agents and employees against all 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 Sponsor of any representation, warranty, covenant or agreement made expressly by Sponsor hereunder; (ii) the use by County of any Sponsor Trademarks (as defined below) 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.

(c) County shall indemnify, defend, and hold Sponsor, its affiliates, officers, directors, contractors, and employees, harmless from and against any and all claims, damages, liabilities, suits, losses, government actions, judgments, and actual costs incurred (including reasonable attorneys' fees) arising out of: (1) any claim or action for injury, death, property damage, or otherwise, suffered by participants, spectators, or others at the WeatherTech Raceway and the Events; (2) any breach by County of the terms of this Agreement; (3) any misrepresentation or breach of the warranties provided herein by County; (4) any violation by County of federal, state or local laws and regulations; or (5) any third party's claim against Sponsor for Sponsor's use of any County Trademarks or Intellectual Property furnished by County to Sponsor, including but not limited to libel, slander, disparagement, defamation, invasion of privacy, or infringement of any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

12. Advertising. During the term of this Agreement, each party hereto shall have the right to take and use photographs of the Trademarks (as defined below), WeatherTech Raceway, the Events and other representations of the other party hereto only in connection with the promotion, advertising or publicity of the WeatherTech Raceway and the Events, 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. Notwithstanding the foregoing, Sponsor shall not be required to obtain County's written consent to take and use photographs, images, and short videos (not to exceed two (2) minutes in length) of the Trademarks, WeatherTech Raceway, and the Events in stories, posts, and videos on Sponsor's social media pages including without limitation Facebook, Twitter, YouTube, TikTok, and Instagram ("Social Media Posts"). 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 County Trademarks after the Term on its corporate and PR websites and social media pages to factually refer to Sponsor's participation in or sponsorship of the WeatherTech Raceway and/or the Events for PR or informational purposes, and Sponsor shall not be required to delete any Social Media Posts that were posted prior to termination or expiration of this Agreement.

13. 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. Any and 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. 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 Sponsorship Rights and Benefits.

Subject to Sections 12 and 13, Sponsor hereby grants County a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license and right to use the Sponsor Trademarks identified in **Exhibit C**.

Subject to Sections 12 and 13, County hereby grants Sponsor a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license, sublicense, and right to use the County Trademarks identified in **Exhibit C**.

14. Confidentiality. This Agreement is subject to the terms and conditions of the Mutual Confidentiality Agreement entered into by County of Monterey and Gruma Corporation concurrently with this Agreement.

15. Reputation. Each party acknowledges that any association with the other party is a reflection on the reputation and market standing of the first party. Accordingly, each party agrees that it will use best efforts to ensure that neither it nor any of its employees, officers, representatives, or agents involved in official WeatherTech Raceway activities will do anything, either directly or indirectly, to bring the reputation and market standing of the other party into disrepute, or reasonably likely to bring the reputation or market standing of the other party into disrepute.

16. General: The parties to the Agreement consent to the use of electronic signatures 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 Events 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 and 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 Events ("Altered Events"), or for any damages suffered by such other party, to the extent any delay, Altered Events 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 (including by Events participants), inclement or severe weather (including lightning strikes), power outages or inability to obtain necessary labor or materials. 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 arrange for substitute benefits of comparable value, which substitution shall be subject to Sponsor's reasonable approval. If any force majeure event results in either a postponement of the Events for more than sixty (60) days or a full cancellation of the Events, 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 Events, 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.

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, or (iii) 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:

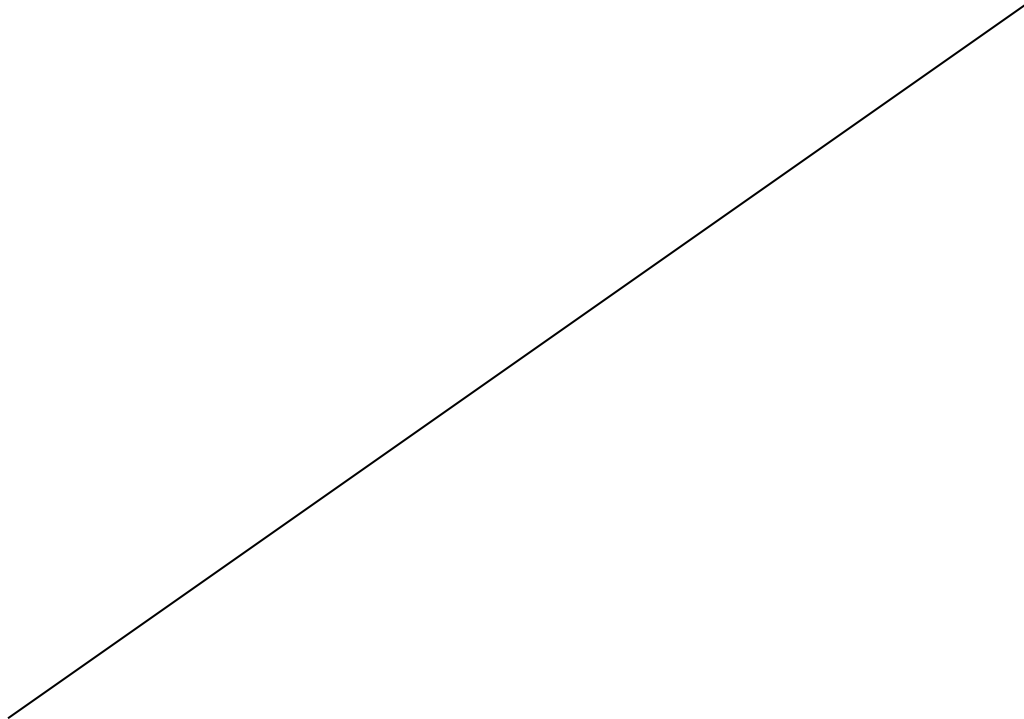
GRUMA CORPORATION DBA
MISSION FOODS
5601 Executive Drive, Suite 800
Irving, TX 75038
Attn.: David Salazar Cavazos

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

With a PDF copy to
legal@missionfoods.com and
smohanraju@missionfoods.com

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

INTENTIONALLY LEFT BLANK



Accepted and Agreed:

GRUMA CORPORATION DBA MISSION FOODS

COUNTY OF MONTEREY

DocuSigned by:
By: Sathish Mohanraju
7361C3B22AA04BD...
Sathish Mohanraju
Vice President Marketing
Date: 8/3/2023 | 11:41 AM PDT

By: _____
Ryan Bell
Admin. Operations Mg. – LSRA
Date: _____

DocuSigned by:
By: Dan Burke
4888FC9D098E400...
Dan Burke
Treasurer
Date: 8/3/2023 | 2:50 PM EDT

GRUMA CORPORATION DBA MISSION FOODS
5601 Executive Drive, Suite 800
Irving, TX 75038

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

Date: _____

Date: _____

Approved to as Form

Approved as to Form

DocuSigned by:
Mallory Miner
564BE349C129400...
Mallory Miner- Corporate Counsel
Gruma Corporation
8/3/2023 | 11:29 AM PDT

Office of the County Counsel
Leslie J. Girard, County Counsel
DocuSigned by:
By: Michael Whilden
0F98C5BE9B6F476...
County Counsel
Date: 8/3/2023 | 12:34 PM 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 CONTRATOR 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 and Benefits

Sponsor shall receive the following Sponsorship Rights and Benefits at the WeatherTech Raceway and all Events:

1. Year-Round Naming Rights

- a. Start/Finish Bridge shall be called the “Mission Foods Start/Finish Bridge;” and
- b. Mission Foods shall be named the “Official Tortillas & Tortilla Chip of WeatherTech Raceway Laguna Seca.” Sponsor shall be the exclusive sponsor in the tortillas and tortilla chips food segment associated with the WeatherTech Raceway.

2. “Mission Foods Start/Finish Bridge” Year-Round Entitlements

- a. All facility and event maps and fan information guides will list the bridge as the “Mission Foods Start/Finish Bridge;” and
- b. Year-Round signage containing Sponsor Trademarks will include:
 - i. Two (2) Primary center placements ~15’ x 90’ **Billboard** (both sides of the bridge);



- ii. Two (2) ~12” x 12’ Entrance Signs – both sides; and



- iii. Two (2) 6’x50’ Spectator Fencing signage run on each side of bridge.

3. Additional Year-Round Benefits

- a. Signage containing Sponsor Trademarks, including:
 - i. One (1) 20’x 40’ Turn 10 Hillside Banner;
 - ii. Four (4) 7’x 20’ TV Corner Billboards;
 - iii. Twenty (20) 3’x 10’ Tire Cover Signs;
 - iv. Eight (8) 3’x8’ Trackside A-Frames; and
 - v. Four (4) 4’x15’ Pit Row Suite Fascia Signs

- b. One (1) web banner including Sponsor Trademarks on official website located at www.weathertechraceway.com;
- c. Fifty (50) Scoring Trylon logo spots;
- d. One (1) 10'x20' activation area tent where, provided that Sponsor complies with all applicable laws and regulations, Sponsor's employees and independent contractors are permitted to pass out tortilla chips samples to attendees and participants of the Events;
- e. Use of the County Trademarks to promote Sponsor's sponsorship of the WeatherTech Raceway and the Events;
- f. Four (4) hard card passes for Sponsor for all Events;
- g. Two (2) VIP parking passes for Sponsor for all Events;

4. Additional Event-Specific Benefits

- a. Two (2) 8.75'x125' Turn 5 Vehicle Bridge Interior Billboards – 2023 Porsche Rennsport 7 ONLY;
- b. One (1) Full-Page Program Ad promoting Sponsor and including Sponsor Trademarks for the following Events only: IMSA, Rolex Reunion, IndyCar, 2023 Porsche Rennsport; and
- c. One (1) Annual Ticket Promotion for in-market program development as follows:
 - i. County will work with Sponsor to develop a FREE or Discounted promotional ticket offer at one major Event per calendar year of the Term (County and Sponsor shall mutually agree on the Event)for in-market activation through retail;
 - ii. County will provide the ticket offer, tickets, and social & digital media support; and
 - iii. Sponsor may choose to provide in market retailer activation, POS and market support.

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SF

Exhibit B

Sponsorship Provisions

1. In return for the Sponsorship Rights and Benefits outlined in “Exhibit A”, Sponsor shall pay to the County the following Sponsorship Investment Fee as follows:

2023 -	\$225,000
2024 – 2028	\$355,000

2. 2023 Sponsorship Investment Fee due in full no later than August 1, 2023
3. 2024-2028 Sponsorship Investment Fee due in two equal payments of One Hundred Seventy-Seven Thousand Five Hundred dollars (\$177,500.00) on April 1st and August 1st, annually. No less than thirty (30) days prior any Sponsorship Investment Fee payment due date, County shall invoice Sponsor for such Sponsorship Investment Fee.
4. County is fully responsible for production and installation of all initial signage entitlements included in the Sponsorship Rights and Benefits during the Term. If at any time during the Term, Sponsor wishes to alter or change signage graphics, messaging or general copy, Sponsor will be responsible for the cost of production and installation of those alterations.



**Exhibit C
Trademarks**

1. Sponsor Trademarks shall include:

- a. MISSION FOODS (trade name)
- b. MISSION (trademark)
- c. MISSION & Bell Design Logo (trademark)



2. County Trademarks shall include:

- a. WEATHERTECH RACEWAY
- b. WEATHERTECH RACEWAY LAGUNA SECA
- c. WEATHERTECH RACEWAY LAGUNA SECA logo as shown below and any subsequent versions of the logo used by County during the Term:

