

Attachment A

WeatherTech Raceway Laguna Seca 2021-2023

SANCTION AGREEMENT

This Sanction Agreement ("**Agreement**") is between International Motor Sports Association, LLC ("**IMSA**"), with its principal offices located at One Daytona Blvd., Daytona Beach, Florida 32114, and the County of Monterey ("**Promoter**"), a political subdivision of the State of California (the county), with its principal place of business located at 168 W. Alisal St, 3rd Floor, Salinas, Ca. 93901, and is entered into and is effective upon full execution of this Agreement.

In consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

1. **Event(s).**

A. **Grant of Sanction.** It is expressly agreed and understood between the parties that Promoter shall organize, promote and hold an event in a first-class manner during the 2021, 2022 and 2023 seasons, each an "**Event**". The Event(s) will be held at WeatherTech Raceway Laguna Seca ("**Facility**") and IMSA shall sanction a race competition for its series listed below, each a "**Property**" and collectively referred to as "**Properties**". Both parties shall perform such obligations in accordance with this Agreement.

i. **Premiere Properties.**

1. IMSA WeatherTech SportsCar Championship ("**Championship**")
2. IMSA Michelin Pilot Challenge ("**Challenge**")
3. IMSA Prototype Challenge ("**IPC**")

ii. **Single Make Properties.** Additionally, if the event schedule permits, IMSA may bring one or more of its single make series: Porsche Carrera Cup, Ferrari Challenge, Lamborghini Super Trofeo, or any other single make series IMSA may sanction in the future ("**Single Make**") as part of the Event. IMSA shall notify Promoter by November 1st of the year prior, which Single Make Properties, if any, will be part of the next year's Event. IMSA agrees to pay Thirty Thousand Dollars (\$30,000) per Single Make Property to Promoter subject to IMSA's receipt of an invoice, not later than thirty (30) days prior to the Event, provided that Promoter is not in arrears with the Sanction Fee, as compensation for the additional track time required for the applicable Single Make Property. Should IMSA exercise its right to bring a Single Make Property, IMSA may, up to sixty (60) days prior to the Event, replace and/or substitute a Single Make Property for another, without changing the terms and conditions of this Agreement. Notwithstanding the forgoing, nothing in this provision obligates IMSA to bring any Single Make Properties.

B. **Event Weekend(s).** For 2021, the Event will be held the weekend of September 10-12th. The weekend for the Event(s) thereafter, shall be determined by IMSA with input from and in consultation with the Promoter; provided that the parties agree to work in good faith to hold the 2022 and 2023 Events in either April or May to provide a pattern of continuity and build date equity, if possible. Promoter must notify IMSA of its proposed weekend on or before July 1st of the year prior to the applicable Event for IMSA's consideration. Promoter's prior approval, which shall not be unreasonably withheld, shall be required only if the Event weekend is more than a month difference from the previous year.

C. **Properties.**

- i. **Substitution.** IMSA shall have the right to substitute any Property (except for the Championship) with any other series sanctioned by IMSA, provided the substitute series is commensurable with the Property being replaced.
- ii. **Reduction.** Should IMSA discontinue sanctioning a Property (except for the Championship) it shall not be considered a breach of this Agreement and Promoter shall not be entitled to a reduction in the Sanction Fee. Additionally, the track time and paddock space required under this Agreement for the discontinued Property, shall continue to be allocated solely to IMSA for its use, unless specifically agreed to in writing. Should IMSA discontinue a Property, IMSA shall provide Promoter notice of such change in writing on or before December 31st of the year prior to the Event.
- iii. **Classes.** IMSA may change the classes, names of the classes and/or technical specifications of the classes in each Property, including without limitation, reducing the number of classes in a Property. Such change shall not be considered a breach of this Agreement and Promoter shall not be entitled to a reduction in the Sanction Fee.

2. **Weekend Content.** Unless otherwise agreed to in writing, IMSA and the Championship shall be the sole headlining activity and given prominent promotional activation and on-site branding during the Event and in all Advertising and Promotion for the Event.

3. **Consideration.**

A. **Sanction Fee and Payment Schedule.** In consideration for IMSA sanctioning the competition, Promoter shall pay to IMSA the following "Sanction Fee(s)" in accordance with the following payment schedule:

2021 Event	Sanction Fee: \$450,000
\$100,000	Upon execution of this Agreement
\$175,000	On or before 120 days prior to Event
\$175,000	On or before 60 days prior to Event

2022 Event	Sanction Fee: \$500,000
\$100,000	On or before January 15 th
\$200,000	On or before 120 days prior to Event
\$200,000	On or before 60 days prior to Event

2023 Event	Sanction Fee: \$500,000
\$100,000	On or before January 15 th
\$200,000	On or before 120 days prior to Event
\$200,000	On or before 60 days prior to Event

B. **Marketing and Promotion.** In consideration for the privilege of holding a IMSA Event, in addition to any other consideration, Promoter shall commit One Hundred Fifty Thousand Dollars (\$150,000) ("Marketing Commitment") for placement of Event-themed advertising in one (1) or more mutually-agreed upon marketing platform(s) in print and/or digital, including but not limited to print materials, focused special events, and race marketing programs. It is agreed and understood that the Marketing Commitment may be acquired by barter and/or trade but shall be based on commercially-reasonable rates and calculated by the amount after any and all third party deductions and commissions (such as agency fees, creative development costs, etc.)

4. **Other Stipulations.**

A. Appendix A and Appendix B attached to this Agreement shall form an integral and binding part to this Agreement.

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

PROMOTER Signed by:

By: Dwayne Woods

Print Name: Dwayne Woods

Title: Assistant County Administrative Officer

Date: 6/14/2021 | 12:28 PM PDT

IMSA

By: [Signature]


Print Name: John M. Doorad

Title: PRESIDENT

Date: 5-28-2021

APPENDIX A
TERMS AND CONDITIONS

1. DEFINITIONS:

- A. **“Advertising”** means all forms of advertising, including, but not limited to print, audio and video (e.g., television and radio commercials, online advertisements, etc.).
- B. **“Ancillary Rights”** means (i) any and all rights to film, tape, photograph, capture, overhear, collect or record, and to simultaneously or thereafter reproduce, broadcast, transmit or distribute, by any means, process, medium or device, whether or not currently in existence, all images, sounds and electronic data generated during and in connection with the Events, and (ii) any and all copyrights and all other intellectual property and proprietary rights worldwide in and to such images, sounds and electronic data, any recording, broadcast or transmission thereof, and any work derived there from.
- C. **“Broadcast Rights”** means any and all rights to engage in the live transmission of the performance of all IMSA Competition by any and all media and directly related broadcast activity (for example, tape-delayed broadcasts, single re-broadcasts and support programming).
- D. **“Challenge Logo”** means the logo developed by IMSA to identify the Challenge.
- E. **“Competition”** means the portion of the Event during which the IMSA sanctioned racing activities occur for each Property, including but not limited to: issuing IMSA credentials, inspections, race direction, race conduct, officiating, controlling the racing surface (pit lane, Paddock area, Racetrack, control tower, safety vehicles), timing and scoring, distribution of awards, transporter parking, hot lap rides, time trials, practice runs, qualifying, final practices, pre-race meetings, pre-race ceremonies, victory lane ceremonies, post-race inspections, that occur on the dates specified in this Agreement or any postponed dates. “Competition” does not include any other racing competition or other unrelated activities at the Facility that is not expressly listed on the Sanction Agreement, even if occurring during the Event.
- F. **“Championship Logo”** means the logo developed by IMSA to identify the Championship.
- G. **“Event”** means the Competition and all other activity at the Facility during the period of time commencing forty-eight (48) hours prior to the beginning of registration and ending twenty-four (24) hours after the conclusion of the last scheduled Competition activity.
- H. **“Event Logo”** means the logo developed by Promoter to identify the Event, as approved by IMSA in accordance with this Agreement.
- I. **“Event Merchandise”** means souvenir items bearing the name, logo and/or date of the Event or such other imprint as may identify the item specifically with the Event.
- J. **“Facility”** means the Racetrack, taken individually, the premises upon which the Racetrack is located and surrounding the Racetrack, all buildings and other structures thereon, and all airspace above the Racetrack and surrounding premises, to the extent owned or controlled by the Promoter.
- K. **“Hard Card”** means the picture identification cards issued by IMSA to Participants, which permit the holder access to certain controlled areas at the Event.
- L. **“IMSA Logo”** means  IMSA
- M. **“IMSA Marks”** means the Championship Logo, Challenge Logo, IPC Logo and IMSA Logo and any other trademarks and/or logos that IMSA designates as IMSA Marks.
- N. **“Intervention Vehicle”** means a response vehicle that responds and assesses an on-track incident.
- O. **“IPC Logo”** means the logo developed by IMSA to identify the IPC.
- P. **“Pace Car”** means the car preceding the Safety Car during the formation laps prior to the start of the race.
- Q. **“Participants”** means drivers, crew members, officials and entrants.
- R. **“Promoter Logo”** means the trademark used to identify the Facility.
- S. **“Promoter Marks”** means the Promoter Logo and Racetrack Logo and the Event Logo(s) (excluding the IMSA Marks).

- T. **"Promotion"** means any marketing program that is designed to encourage spectator attendance and/or inform the public of the Event. Such marketing program can utilize many different forms such as, but not limited to, sweepstakes, giveaways, loyalty or continuity programs, gift with purchase, self-liquidating offers, purchase with purchase, free with purchase, in packs, on packs, and near packs. Promotion shall also include the Advertising, publicity, or other means of exposure, in or on premiums, point-of-purchase displays, print or electronic, or any other medium.
- U. **"Property Sponsor"** means any official title, co-title, presenting and/or official supplier/sponsor of the applicable Property.
- V. **"Racetrack"** means the area where the Sanctioned Track Time activities take place.
- W. **"Racetrack Logo"** means the shape of the Racetrack at the Facility.
- X. **"Rights"** means the Broadcast Rights and the Ancillary Rights.
- Y. **"Regulations"** means the IMSA Rules published by IMSA that are in effect at the time of the Event, and any amendments thereto.
- Z. **"Safety Car(s)"** means (i) the car behind the Pace Car during the formation laps and in front of race cars prior to the start of the race and (ii) during a race the car which enters the Racetrack during an incident as outlined in the Regulations and which the race cars line up behind prior to the start and restart.
- AA. **"Sanctioned Track Time"** means any and all times where IMSA is sanctioning a Property's racecars on the Racetrack.
- BB. **"SEC"** means single event credential, which gives the holder access to specific areas of the Facility.
- CC. **"Event Supplementary Regulations"** means the portion of the Regulations that is created by IMSA and specific to the Event.

2. GENERAL ACKNOWLEDGEMENTS.

- A. **Cooperation for the Event.** IMSA, Promoter and their employees and staff members will cooperate with each other and each party's sponsors, partners, manufacturers, media & broadcast partners, vendors, consultants and agents in good faith to achieve top quality work, a world class Event, and the smooth running of the Competition and both parties shall take no action that will jeopardize the maintenance or continuation of sponsorships or partnerships for the other party.
- B. **Promotion of Event.** In order to promote the Event effectively on a national and regional level, Promoter and IMSA agree to work together to coordinate their promotional activities, when appropriate, to optimize their return on investment.
 - i. **National Plan.** Beginning no more than six (6) months prior to the Event, IMSA may present Promoter with a promotional plan of a Property Sponsor which requires general admission passes, coupons, discounts, etc. for the Event. Provided that Promoter agrees to the promotional plan, Promoter shall provide such passes, coupons, discounts, etc. to the Property Sponsor at no charge.
 - ii. **Regional Plan.** No later than four (4) months prior to the Event, Promoter shall provide IMSA with its tentative regional marketing plan for the Event which may include print, internet, direct mail, paid social media campaign, electronic, TV, radio and outdoor advertising. The Regional Marketing Plan shall be finalized no less than three (3) months prior to the Event. Promoter shall also include detailed information on existing media opportunities which if utilized would enhance Promoter's regional marketing plan and the cost of such opportunities.
 - iii. **Communication/PR Plan.** No later than three (3) months prior to the Event, Promoter shall advise IMSA of any potential press conferences or additional media events to promote the Event. Promoter and IMSA shall work together so that such media events are coordinated with IMSA's media initiatives.
 - iv. **Conference Calls.** IMSA and Promoter agree to set up conference calls at minimum 90, 60, and 30 days out, or other times frames mutually agreed to, from the Event for both parties to effectively communicate the plans, changes in plans, and progress in the preparation and promotion of the upcoming Event.
- C. **Laws and Regulations.**

- i. **Compliance with Laws.** Promoter shall comply with all local, state and federal laws and regulations applicable to the organization, promotion and occurrence of the Event. IMSA shall comply with all local, state and federal laws and regulations applicable to the sanctioning of the Competition, including without limitation any laws related to drones.
 - ii. **License, Permits and Approvals.** Promoter shall obtain in a timely manner and be responsible for any fees and/or associated costs with all necessary licenses, permits or other governmental approvals required for the Event. Prior to the Event, Promoter shall identify in writing to IMSA any and all local and/or state income taxing authorities which must be satisfied by IMSA relative to the payment of prize money to competitors. IMSA shall withhold taxes and such collected taxes shall be paid by IMSA to the appropriate taxing authorities identified by Promoter.
 - iii. **FIA Requirements.** For a Championship race, Promoter shall hold a FIA Grade 2 license or higher at the time of the Event and the Championship Competition shall appear on the FIA calendar as a restricted international FIA Event. IMSA agrees to file this listing and assist Promoter in obtaining the certification, provided that Promoter shall reimburse IMSA for all costs incurred from the FIA in the process of obtaining such certification.
- D. **Postponement.** If required, IMSA and Promoter shall mutually agree upon an Event postponement schedule. Neither party shall publish or otherwise make an announcement of a postponement without the written approval of the other. If either party announces a postponement without the written agreement of the other, then it shall not be binding on the non-announcing party and the announcing party shall hold the non-announcing party harmless from any and all expense, loss or damage caused by such publication or announcement.
- E. **Prior Access to the Facility.** Upon request, Promoter shall provide IMSA and/or its appointed agents, full access to the Facility at such times that will not interfere with other events at the Facility. If IMSA determines that the Facility or any part of it, is in a condition unsatisfactory for the Event, including without limitation the surface of the Racetrack, barriers, fencing, retaining systems, broadcast areas, and all other areas, structures, equipment, and objects relevant to the access, operations, and/or functionality of the Competition, Promoter shall repair, modify, replace or upgrade the unsatisfactory portion to the sole satisfaction of IMSA. If Promoter chooses not to repair the Facility or if Promoter or IMSA determines that it cannot be repaired in time, IMSA may postpone or cancel the Event. Notwithstanding the foregoing or any other term of this Agreement, Promoter is solely responsible for the safety of the Facility and is solely liable for injury or damage caused by or arising out of the condition of the Facility.

3. CONSIDERATION AND INSURANCE.

- A. **Sanction Fee.** If Promoter fails to pay the Sanction Fee in the manner required and by the due date specified, and such failure continues for ten (10) business days after Promoter's receipt of written notice of nonpayment; IMSA at its option may (i) terminate this Agreement, (ii) enforce collection of said monies and fees by suit or legal action, and/or (iii) pursue any other available remedies. Promoter expressly understands and agrees the Sanction Fee is intended to be net, without off-set to IMSA and is non-refundable. No payment by Promoter (or receipt thereof by IMSA) of an amount less than the required sums shall be considered as anything other than a partial payment on account of the amount(s) due and owing. No endorsement, statement, writing or acceptance made (contemporaneously or otherwise) in connection with any payment shall be deemed or construed as an accord and satisfaction. IMSA may accept a partial payment without prejudicing its rights to recover the balance thereof, which shall remain due and owing.
- B. **Late Fee/Interest.** Intentionally omitted.
- C. **Reimbursement.** Upon any materially missed deadlines, disputes, failure to deliver, claim, question, or disagreement arising from or relating to the requirements listed in Appendix B ("**Issue**"), the aggrieved party must give written notice to the other party which shall identify and describe the nature of the Issue(s).
- i. From execution of this Agreement up to ten (10) business days prior to the start of the Event, the receiving party shall submit in writing a statement of that party's action plan to resolve the Issue(s) within ten (10) business days of receipt of notice.
 - ii. Starting ten (10) days prior to the Event through conclusion of the Event such party must submit such action plan within twenty-four (24) hours from receipt of notice.
 - iii. Should the receiving party fail to respond or to give the aggrieved party adequate assurances that the Issue(s) will be timely resolved; the aggrieved party at its option may expend funds to resolve such Issue(s) at the

receiving party's expense, to insure the Event will meet all material requirements and obligations required under this Agreement. Within thirty (30) days from the conclusion of the Event the aggrieved party shall send a detailed invoice of such expenditures with appropriate documentation to the other party and such party shall immediately reimburse the aggrieved party.

- D. Event Insurance.** Promoter shall obtain and maintain motorsports liability insurance that is acceptable to IMSA for the Event from an insurance company that is acceptable to IMSA for (i) spectator injury and property damage and (ii) participant legal liability, product liability and advertising injury with a minimum combined single limit equal to but not less than Ten Million Dollars (~~\$10,000,000.00~~) per occurrence, and liability for medical professionals working on behalf of the event with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate (unless IMSA approves a lesser limit in writing prior to the Event). No later than fourteen (14) days before the Event Promoter shall provide IMSA with a certificate of insurance evidencing the coverages required herein, as well as a certified true copy of all public liability insurance policies in force for the Event by submitting the documents to: IMSA@certfocus.com. In all such policies and in all other liability policies obtained and maintained by Promoter and Promoter's parent and affiliated company(ies), including without limitation all umbrella and excess liability policies, the following will be named as additional insured: International Motor Sports Association, LLC, Awards and Achievement Bureau, LLC, Motorsports Charities, Inc., and each of their shareholders, directors, officers, employees, agents, Officials, members, parent and subsidiaries; all IMSA broadcast partners; all competitors; car sponsors; car owners, entrants all sponsors for the Event, IMSA and each Property; ACCUS-FIA, and all third parties with whom IMSA has contracted with, including without limitation, Property entitlement sponsors and third-parties with respect to the exploitation of the Rights (collectively, "**Indemnified Parties**"). All policies shall be (i) primary regardless of insurance carried by IMSA, or other additional insureds, (ii) contain a cross liability endorsement acceptable to IMSA; (iii) include a waiver of subrogation in favor of IMSA and the other additional insureds; and (iv) include a provision that IMSA shall receive 30 days prior notice in the event of cancellation or reduction of coverage. If (a) Promoter fails to deliver such policies to IMSA by the due date above, (b) the policies are not acceptable to IMSA, or (c) Promoter fails to maintain such policies with the required minimum coverage throughout the Event, IMSA at its option but at Promoter's expense may obtain the required insurance from an acceptable insurance company or IMSA may terminate the sanction granted by this Agreement immediately and without notice to Promoter and/or pursue any other remedies available to it.
- E. IMSA Insurance Plan.** The IMSA insurance plan (participant/accident coverage in place for IMSA-licensed competitors in IMSA-sanctioned racing) is not applicable to and does not provide coverage for competitors, whether IMSA-licensed or not, in any non-IMSA-sanctioned racing or other activities at the Facility during the Event that are not expressly listed in this Agreement or in a fully executed IMSA sanction agreement pertaining to another IMSA series running during the Event.

4. IMSA OBLIGATIONS.

- A. Sanctioned Race.** IMSA shall sanction a race and the related activities for each of the Properties, as described in the Agreement, at the Facility during the Event. This shall include registration, technical inspection, drivers meeting, practice, qualifying and the race(s).
- B. Competition.** IMSA shall conduct the Competition in accordance with the Regulations with any amendments or revisions thereto, and this Agreement. IMSA shall have sole control over the conduct of the Competition in all of its phases, including but not limited to control of the racing surface (including the naming and numbering of turns and flagging and response stations), pits and pit lane, garage/paddock area, race control, starter stands, spotters, registration area, vehicles, broadcast areas, and timing and scoring during all Competition-related activities, throughout the Event, and Promoter shall use commercially reasonable efforts to cooperate fully with IMSA. Interpretation and application of the Regulations are committed to IMSA's sole discretion, and are final and unreviewable except to the extent provided in the Regulations.
- C. Event Supplementary Regulations.** The Event Supplementary Regulations shall be the sole official statement as to the date, place, schedule and length of each Event, the eligibility requirements for Competitors, and monetary and non-monetary awards. Promoter shall not publish an official or unofficial supplement, or any other form setting forth monetary or non-monetary awards, without prior written approval from IMSA. Promoter shall not advertise or otherwise disseminate any information as to monetary or non-monetary awards for each Event other than those specified in the Event Supplementary Regulations without IMSA's prior written consent.

5. PROMOTER OBLIGATIONS.

- A. **Execution of the Event.** It is agreed to and acknowledged that IMSA requires and Promoter has represented that it will provide IMSA with the facilities, support personnel, security, assets and assistance to properly, successfully and professionally sanction and broadcast (TV, audio streaming, online and radio) the Competition, as may be reasonably requested by IMSA from time-to-time, including but not limited to the requirements listed in Appendix B, attached hereto and incorporated as part of this Agreement. The requirements in Appendix B are intended to be “minimums”, especially with respect to medical, ambulance, safety and fire suppression. Unless otherwise stated, the requirements in Appendix B will be provided at no additional cost to IMSA.
- B. **Minimum Requirements.** Promoter acknowledges and agrees that the obligations of the Promoter as set out in this Agreement and in the Appendices, attached hereto, are based on the current technological, commercial and infrastructure standards existing at the time of execution, representing the minimum level of obligations for the Promoter for hosting and staging the Event and that modification and enhancements of such minimal level of obligations as well as additional requirements may be considered necessary by IMSA. During the term of this Agreement, should IMSA determine that modification, enhancements and/or further requirements are needed; IMSA shall immediately define the issue to Promoter and such requirements shall be jointly and in good faith discussed between Promoter and IMSA. All such future modifications, enhancements and/or additional requirements as well as future regulation and policies (if any), shall be subject to the prior written approval of Promoter, which shall not be unreasonably withheld, will be deemed to be incorporated in this Agreement and shall be fully binding upon Promoter and IMSA. In the event, any future modification, enhancements and/or additional requirements potentially result in a material adverse financial or Facility impact on Promoter, IMSA and Promoter shall then jointly and in good faith discuss and agree to potential solutions to reasonably minimize the substantial adverse effect, if at all possible. For the avoidance of doubt, this provision does not apply to any requirements issued by IMSA regarding medical, ambulance and fire suppression requirements, and the Promoter shall bear any costs incurred in relation to the fulfillment by Promoter of any obligations arising from regarding medical, ambulance and fire suppression requirements.
- C. **Public.** Promoter is solely responsible and liable for the safety of the public during the Event. Promoter shall furnish adequate facilities, personnel (including security personnel), equipment and services for accommodating and controlling the public. Promoter shall be required to ensure access control to the areas requested by IMSA during the Event, and carefully configure the walkways through the paddock and related area as to safeguard the public without interfering with the Competition. Promoter must develop and have in place an Event security and crisis plan (including a severe weather plan) and a copy must be provided to IMSA at least sixty (60) days prior to the Event.
- D. **Support Personnel.** Promoter is solely responsible and liable for the actions of the security personnel, medical and safety personnel and support personnel, provided however, that Promoter shall ensure that all such Promoter provided personnel will abide by such reasonable directions or comply with such reasonable requests as IMSA may issue or make from time-to-time.
- E. **Facility.** Promoter shall be responsible for the maintenance of the Facility and will keep it in good repair at all times relevant to the Event. Promoter is solely liable for the safety of all persons while on, entering or leaving the Facility at all times. Promoter represents and warrants that, with regards to the Event, (i) it currently has and will maintain sole control of the Facility, (ii) it has, or will have prior to the Event, the authority, permits and certifications to hold the Event including but not limited to FIA track certification, (iii) that the Facility will remain in a condition suitable for all aspects of the Event, (iv) that the Racetrack will not be substantially altered prior to the Event without prior written consent of IMSA, which consent shall not be unreasonably withheld, conditioned or delayed, and (v) that Promoter will notify IMSA in writing of any planned alternations to the Facility. Notwithstanding the forgoing, IMSA’s approval for a request to modify the Racetrack shall be subject to Promoter maintaining and/or replacing any timing loops that are removed and/or damaged during such construction.
- F. **Limitation of Practice.** Promoter shall not hold the Facility open to paying teams participating in the Event immediately before but independent of the Event (“**Promoter Test Day (s)**”) without prior written approval from IMSA. Promoter must submit a request for Promoter Test Day(s) in writing to the Director of Racing Operations, no later than one hundred twenty (120) days prior to the Event (email is acceptable provide the request is an attachment). Such request must include each Property and if applicable, the classes, which Promoter requests to participate in the Promoter Test Day(s) and the amount of track time required. If IMSA approves a Promoter Test Day, at a minimum Promoter must provide the following:

- i. General Liability Insurance. Have in place the insurance required under Section 3(D) of this Appendix A.
- ii. Operations. Have in place and available at a minimum the Track Services and Medical Requirements listed in Appendix B. All forms provided to the participants, including without limitation the registration form, must clearly state:

The [enter Promoter name] Test Day(s) is not administered by IMSA. IMSA is not responsible for the schedule or race track operations during the Promoter Test Day.

- iii. Waivers. If requested by IMSA, prior to being permitted to participate in the Promoter Test, Promoter shall facilitate and require all Participants to execute a Release and Waiver of Liability and Indemnity Agreement. Promoter shall bear sole responsibility for full compliance with this section; entry by any individual associated in any way with Promoter prior to the execution of a Release and Waiver of Liability and Indemnity Agreement by such individual shall constitute a material breach of this Agreement by Promoter. Promoter shall indemnify, defend and hold harmless the IMSA Indemnified Parties for any claims resulting from Promoter's non-compliance with this section.
- iv. Participant Accident Insurance. If the Promoter Test Day(s) is approved, IMSA will provide the participant accident insurance specified in Section 3 (E) of this Appendix A, subject to Promoter providing at a minimum the Track Services and Medical Requirements listed in Appendix B. Should Promoter fail to provide these minimum requirements, Promoter agrees to reimburse IMSA for all claims and expenses that are a result of the Promoter Test Day(s).

6. OPERATION STIPULATIONS.

A. Event Schedule.

- i. Pre-Event Set Up. IMSA and its Broadcast Partner shall have full exclusive access to the TV Compound, Control Tower / Race Control, Timing & Scoring, IS Transporter, Pit Lane and the Racetrack for a minimum of three (3) days before the first day of On-Track Activity to set up ("Pre-Event Setup"). If IMSA approves a Promoter Test Day, the Pre-Event Setup shall be the three (3) days before the Promoter Test Day. For clarification, the track shall be cold during all of the Pre-Event Set up and Promoter shall not have any activity in these areas during this time. IMSA shall be allowed to park the IMSA transporters at the Facility the night before the start of the Pre-Event Setup.
- ii. Sanctioned Track Time. The exact schedule for IMSA's Sanctioned Track Time shall be created by IMSA with input from and in consultation with the Promoter. Both parties agree that at a minimum, IMSA will have the following exclusive access to the Racetrack, for the applicable Properties listed in Section 1 of the Agreement. IMSA shall have the right to reduce any Property's Sanctioned Track Time in its sole discretion. Any increase in the Sanctioned Track Time shall be mutually agreed to between the parties.

Minutes for:	Practice	Qualifying	Final Practice	Pre-Race /Grid Walk	Race
Championship	[3] 60 min	90 min	20 min	100 min	180 min
Challenge	[1] 60 min [1] 45min [1] 20 min	45 min	N/A	75 minutes	165 min
IPC	[1] 30 min [1] 40 min	30 min	N/A	N/A	[2] 55 min
Lamborghini	[2] 50 min	40 min	N/A	N/A	[2] 60 min
Porsche	[1] 30 min [1] 40 min	30 min	N/A	N/A	[2] 55 min

*Sanctioned Track Time sessions must be separated by a minimum of 15 minutes, except for the Championship which must be separated by a minimum of 20 minutes.

**NAEC Events with nighttime racing will also include a 90 minute night time practice, in addition to the time above and 15 minutes for Safety Car nighttime practice.

- iii. Other On-Track Activities. All additional uses of the Racetrack during the Event must be pre-approved by IMSA in writing and the schedule for such activity shall be subject to IMSA's approval. Requests for additional Racetrack activity, including without limitation other racing series, must be submitted to the Director of Racing

Operations in writing (email is acceptable provided the request is an attachment) no later than one hundred twenty (120) days prior to the Event. Such request must include the third-party, name of series (if applicable) and the required track time for such activity. If such request is approved, IMSA shall not be obligated to reduce and or change the Sanctioned Track Time or reduce or relocate the required paddock space to accommodate any additional activities. Except for scheduling, IMSA shall have no responsibility or liability with respect to such activities and Promoter shall be solely responsible and liable for such activities. Under no circumstances, shall IMSA be subject to the control, rules and/or procedures of any other sanctioning body or entity, which may be involved in other on-track activity during the Event.

B. **Event Access.** IMSA shall have exclusive control over the garage/paddock for the entire Event and exclusive control over the racing surface, pits and pit lane, race control, starter stands, spotters, broadcast areas, and timing and scoring during Sanctioned Track Time. Such control shall include the right to control who has access to such areas. At Promoter's sole expense, Promoter shall provide sufficient security personnel in such areas to enforce this provision at all times during each Event, as determined by IMSA.

- i. **IMSA Credential System.** IMSA has implemented a credential system whereby each Event entry will be entitled to the amount of Credentials below, referred to as the "IMSA Credential System". Promoter agrees to accept the use of the IMSA Credential System, and to allow and restrict access to all appropriate areas of the Facility, in accordance to the type of IMSA Credential issued. IMSA shall be responsible for the issuance of IMSA Credentials. For clarification, IMSA Credentials shall be the only credential that permits a person to enter pit lane during Sanctioned Track Time. Promoter may not sell "over crew" passes or any other passes that allow access to pit lane during Sanctioned Track Time. Notwithstanding the foregoing, Promoter may credential employees and staff which need access to the restricted areas to perform their jobs (corner workers, fire fighters, etc.), subject to Promoter having each person they credential sign a valid release and waiver.

Property	Hard Card Or SEC per Entry	Parking Passes per Entry
Championship	25	6
Challenge	15	5
IPC	15	5
Single Make	15	5

- ii. **Cold Passes.** IMSA shall provide Promoter with two hundred (200) tickets, at no additional charge, which can be redeemed at IMSA's registration area for a "Cold Pit Pass" which will allow access to pit lane during Competition, except during the actual race, for Promoter sponsors and VIPs as Promoter deems necessary, provided such sponsors and/or VIPs sign IMSA waivers of liability when redeeming the ticket and are of legal age. Such passes shall not be used in any commercial promotions, unless approved by IMSA in writing.
- iii. **General Admission Passes & Parking Passes.** It is agreed and understood that IMSA requires, free of charge, general admission passes and parking space for each day of the Event, which shall not be re-sold or used for advertising and promotions (including but not limited to sweepstakes) without the prior written approval of Promoter. The specific number of passes required shall be set forth in Appendix B, attached hereto.

C. **Paddock.** Promoter shall provide an area at the Facility (size specified in Appendix B) ("Paddock") in which IMSA shall have exclusive control over during the entire Event. Promoter shall submit a map of such area(s) for IMSA approval no later than ninety (90) days before the Event. With respect to the Paddock:

- i. IMSA, Property Sponsors, Competitors and Competitor sponsors shall have the right (but not the obligation) to distribute merchandise and display advertising material. IMSA, in the Regulations shall require any Competitor wishing to sell team merchandise in the paddock to enter into a separate agreement with Promoter, where Promoter may charge the Competitor a nominal fee, not to exceed the listed retail rate for the Event. Any competitor wishing to sell official merchandise must be located within the Event vender area and not allowed in the Paddock.
- ii. IMSA may require Promoter to permit Paddock access to all general admission ticket holders during the Event.

D. **Pit Lane.** During Sanctioned Track Time, Competitors shall have the right to display the team name, Property Sponsors and/or IMSA approved team sponsors in its assigned pit box utilizing temporary signage, on the pit wall.

- E. **IMSA Paddock Club.** If requested, Promoter shall provide a space for the IMSA Paddock Club to be available to IMSA VIPs, IMSA stakeholders, Property Sponsors and their guests. The location and footprint/caterer buy-out fee shall be specified in Appendix B.
- F. **Safety Cars.** Unless otherwise stated in Appendix B, IMSA provided Safety Cars will be used during all Sanctioned Track Time and shall be referred to as the "Official Safety Car" when on the Racetrack. These safety cars are to be driven by individuals designated by IMSA, and in no event, shall any contractual arrangements between Promoter and its sponsor, including car manufacturers, preempt or take precedence over IMSA's use of its safety cars (in other words, IMSA in its sole discretion, shall designate when and which vehicles shall be on-track during Sanctioned Track Time). Promoter may contract to have an official automotive sponsor for the Event, however Promoter cannot take any action that may restrict other automotive manufacturers from advertising or displaying product during the Event.
- G. **Intervention Vehicle.** Unless otherwise stated in Appendix B, IMSA provided Intervention Vehicles will be used during all Sanctioned Track Time and shall be referred to as the "Official Intervention Vehicles" when on the Racetrack. The Intervention Vehicle(s) are to be driven by individuals designated by IMSA, and in no event, shall any contractual arrangements between Promoter and its sponsor, including car manufacturers, preempt or take precedence over IMSA's use of its Intervention Vehicle(s) (in other words, IMSA in its sole discretion, shall designate when and which vehicles shall be on-track during Sanctioned Track Time). Promoter may contract to have an official automotive sponsor for the Event, however Promoter cannot take any action that may restrict other automotive manufacturers from advertising or displaying product during the Event.
- H. **Pace Car.** Unless otherwise stated in Appendix B, an IMSA provided Pace Car will be used and shall be referred to as the "Official Pace Car" when on the Racetrack. The Pace Car is to be driven by individuals designated by IMSA, and in no event shall any contractual arrangements between Promoter and its sponsor, including car manufacturers, preempt or take precedence over IMSA's use of its Pace Car (in other words, IMSA in its sole discretion, shall designate when and which vehicles shall be on-track during Sanctioned Track Time). Promoter may contract to have an official automotive sponsor for the Event, however Promoter cannot take any action that may restrict other automotive manufacturers from advertising or displaying product during the Event. Upon request, Promoter shall provide a Pace Car with the equipment identified in Appendix B. The Pace Car shall be driven by an IMSA Official.

7. MARKETING AND BRANDING STIPULATIONS

- A. **Entitlement Rights.** Subject to the stipulations below, Promoter shall have the right to sell and keep any revenues from the title/name of each Competition during the Event and/or the overall Event name. Such entitlement (presenting, co-title, etc) must not conflict with any Property Sponsors, including but not limited to Property entitlement sponsors.
- i. **Approval.** Prior to entering into any agreement for such an entitlement, Promoter must obtain written approval from IMSA, which shall not be unreasonably withheld. In the event a conflict arises; the parties shall mutually agree upon a solution which minimizes such conflict. If the Parties are unable to agree, IMSA shall have final oversight and control. IMSA agrees not to institute final oversight and control until there is a bona fide impasse between the parties.
- ii. **Excluded Category.** Promoter acknowledges and agrees that the entitlement sponsor for the Championship, which is currently WeatherTech, invests significantly into the Championship and therefore requires exclusivity in their category during the entire Event weekend and that Promoter, providing such exclusivity during the Event weekend was a material factor in IMSA awarding the Promoter an Event. Therefore, Promoter shall not allow a competitor of the Championships entitlement sponsor to activate and/or execute any ambush marketing activities at the Facility during the Event or associate with the Event in any manner, including without limitation, entitling and/or sponsoring a non-IMSA race during the Event weekend, entitling the name of the Facility and/or racetrack, signage of a competing brand on or of the racetrack and/or selling merchandise in the category at the facility. Notwithstanding the foregoing, Promoter may contract to have an official sponsor for the Facility in the Championship entitlement category, provided however; such sponsor may not activate at the Facility on or off the Racetrack and/or have any rights to the Event in any form and such sponsorship will in no way be promoted in any manner that creates the perception that such company is associated with IMSA, the Event and/or the Event weekend. Promoter shall notify IMSA in writing prior to entering into such sponsorship for the Facility, and if request by IMSA, provide adequate assurances that such company and/or their brand will

not be present during the Event weekend.

- iii. **Single-Make Properties.** For a Single-Make Property Competition (Porsche, Ferrari and/or Lamborghini), any proposed Competition entitlement sponsor must be pre-approved by the manufacturer, in its sole discretion. IMSA agrees to facilitate the request between the manufacturer and Promoter. Any revenue received by Promoter for the entitlement of the Competition of a Single-Make Property shall be deducted from the Single-Make Property fee (if any) that IMSA is paying to Promoter. If the Competition entitlement rights are included in a larger sponsorship package (for example, the package includes entitling the Competition and the right to be an Official Sponsor of Promoter), the parties shall mutually agree to the portion of the revenue received for the package that shall be applied to the Single-Make Property fee.

B. Marketing & Promotion. Promoter shall, at its sole expense, promote and market the Event in accordance with those reasonable standards as set forth by IMSA (such as branding guidelines), including but not limited to the inclusion of the IMSA Logo, Championship Logo, and Challenge Logo on all publicity, advertising and promotions relating to the Event, as specified in Appendix B. In the event the Event is not promoted to the generally accepted quality standards of other benchmark IMSA events, IMSA shall notify the Promoter in writing and may, in its sole discretion, provide marketing and promotions for the Event at Promoter's cost. This cost shall not exceed \$ 10,000.00

C. IMSA Rights. Subject to the terms and conditions of this Agreement, Promoter hereby grants IMSA the following:

- i. **Event Merchandise.** A non-exclusive, non-transferable license to use the Promoter Marks for retail sales of merchandise that lists all tracks and promoters for the season. This license shall expire upon conclusion of the IMSA Awards/Banquet or after the conclusion of the last Event of the year on the IMSA calendar, whichever occurs last, unless earlier terminated in accordance with this Agreement.
- ii. **Advertising and Promotion.** A non-exclusive, non-transferable license to use the Promoter Marks subject to pre-approval by promoter in accordance with branding guidelines. in the Advertising and Promotion of IMSA, all applicable Properties and the Event. The license shall expire upon conclusion of the IMSA Awards/Banquet, unless earlier terminated in accordance with this Agreement. IMSA will use reasonable efforts to ensure Promoter Marks will be used in accordance with Promoter's branding guidelines.
- iii. **Exploitation of Rights.** Promoter hereby grants to IMSA a non-transferable, non-exclusive, royalty free license to use and sublicense, strictly in accordance with this Agreement, Promoter's Marks in the exploitation of the Rights as set forth in this Section 8(C) hereunder. This license shall be perpetual with respect to the exploitation of the Rights.

D. Promoter Rights. Subject to the terms and conditions of this Agreement, IMSA hereby grants to Promoter the following:

- i. **Advertising and Promotion.** A non-exclusive, non-transferable license to use the IMSA Marks in the Advertising and Promotion of the Event. This license shall expire upon conclusion of the IMSA Awards/Banquet, unless earlier terminated in accordance with this Agreement.
- ii. **Sublicense.** A non-exclusive limited sublicense to use such name(s), picture(s), likeness(es) or performance(s) solely to the extent that any other person or entity grants to IMSA rights to use and sublicense their name(s), picture(s), likeness(es) or performance(s) in connection with an Event solely for the purpose of publicizing, Promoting or Advertising the Event. For clarification, such limited license does not include the right to use trade names or trademarks of drivers, racing team personnel, cars, or car owners on premiums or commercial products unless Sponsor has obtained the rights from the person and/or entity, and such use has been approved through IMSA.

E. Use of IMSA Marks. Any and all use of the IMSA Marks shall be in compliance with the brand guidelines and subject to IMSA's approval prior to production and or distribution, which shall not be unreasonably withheld, and Promoter shall abide by and comply with all determinations and directives of IMSA with respect to such matters.

F. Ancillary Logos. It is agreed and understood that Promoter may want to use the logos of a Single Make Property as appropriate and ancillary marks such as the North American Endurance Championship logo (collectively "Ancillary Logos") for promotion of the respective Property as well as Promoter's Event. Such use shall be subject to IMSA's prior written approval. It is further agreed that use of some of the Ancillary Logos may be subject to third party approval by the named entitlement sponsors (i.e., Ferrari, Porsche and Lamborghini). Accordingly,

IMSA agrees to seek approval on a case-by-case basis upon request by Promoter. Additionally, Promoter may have to execute separate third-party agreements to secure and define the extent of any such rights.

- G. **Limitation of License.** Neither party shall use the other party's respective marks in its corporate business or firm name or title or permit the use of the respective marks other than in accordance with the terms and conditions of this Agreement. It is agreed and understood that this Agreement does not give Promoter any rights to use the IMSA Marks on an actual product (i.e., on actual cars, retail merchandise or products) or packaging and that any such use of the IMSA Marks would be subject to a separate agreement, between the parties, with additional royalties payable to IMSA. If IMSA discovers any unlicensed products, it shall have the right to take appropriate action in its sole discretion.
- H. **Reservation of Rights.** All other rights in and to each party's intellectual property not expressly granted herein is hereby reserved by the respective party.
- I. **Omissions and Misrepresentations.** Promoter shall make no misrepresentations of fact in connection with publicizing, promoting or advertising the Event. If such a misrepresentation is made or if Promoter fails to include the IMSA Marks, where required (i) Promoter shall promptly correct the error through a subsequent publication, or (ii) IMSA may correct the error itself through an IMSA publication at Promoter's expense.
- J. **Merchandise.** It is Promoter's responsibility to ensure that any and all concessions and/or merchandise are properly licensed when using the IMSA Marks and/or teams/driver's logos, marks and/or likeness. If IMSA discovers any unlicensed products, it shall have the right to take appropriate action in its sole discretion.
- K. **Property Name.** **IMSA may modify, alter, change or replace the name or sponsor of any Properties, at any time. In that event, Promoter shall use the new name and related logos or marks in all communications, advertising, publicity and promotion relating to the Event and/or required under this Agreement, provided that any change by IMSA is made prior to final approval by IMSA for promoter to proceed in the design and production in names, logos or marks in communications, collateral advertising, digital marketing, merchandise, publicity and promotions relating to the event and/or required under this agreement.**

8. BROADCASTING STIPULATIONS

- A. **Television.** Promoter acknowledges that the terms set forth as a condition of television coverage and live internet streaming of this Event may change from time to time, and, therefore, the IMSA television agreements may supersede portions of this Agreement. In the event that a television agreement supersedes a portion of this Agreement, IMSA will immediately notify Promoter and work toward a mutually agreed upon solution. In the event the parties cannot agree upon a mutually acceptable solution, IMSA shall have final oversight and control. Promoter agrees to the foregoing in recognition of the inherent changes and improvements to television coverage as a result of advances in technology, changes in broadcast rules, regulations and laws and any resultant changes instituted by the broadcaster or others involved in the broadcasts.
- B. **Broadcast Partners.** Promoter shall provide IMSA's broadcast partners, reasonable access to space, equipment, and assets for the purpose of facilitating the broadcast, transmission and/or recording of the Event, including but not limited to supplying at no additional cost the necessary electricity and lighting for a first-class quality broadcast or production of the Event.
- C. **Ownership.** Promoter acknowledges that IMSA, as the entity conducting and sanctioning the Competition, exclusively and in perpetuity owns the Rights with respect to the Competition. In addition, to the extent not already owned by IMSA, Promoter hereby assigns to IMSA exclusively and in perpetuity any and all rights to transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device, whether or not currently in existence, all images, sounds and data arising from or during the Event and agrees that IMSA shall be the sole owner of the Rights and any other works, copyrightable or otherwise, created from the images, sounds and data arising from or during the Event. Promoter represents and warrants that as of the date of this Agreement, it has not granted to any third party the rights granted in the immediately prior sentence, including but not limited to rights relating to the Internet or World Wide Web, unless otherwise expressly disclosed in writing to IMSA prior to the date of this Agreement.
- D. **Exploitation of Rights.** IMSA may license, assign, or otherwise transfer rights in or to any IMSA intellectual property including the Rights and any income or revenue received or generated by IMSA as a result of such a

transaction shall be solely for the account of IMSA and shall not be subject to payment to the Promoter or any other person or entity under the terms of this Agreement.

- E. **Enforcement of Rights.** Promoter shall take all steps reasonably necessary, and all steps reasonably requested by IMSA, to protect, perfect or effectuate IMSA's ownership or other interest in the rights that are the subject of this Section. Without limiting the foregoing and unless otherwise excused by IMSA, Promoter will include the Broadcast Rights Language below, or similar language approved by IMSA in writing on Event admission tickets and passes, suite passes and credentials and/or at each general public entrance to the Facility.
- i. **Broadcast Rights Language:** "IMSA owns the rights to all images, sounds and data from this IMSA Event. For more information, contact IMSA Media, One Daytona Blvd., Daytona Beach, Florida, 32114. The bearer of this ticket agrees not to take any action, or cause others to take any actions, which would infringe upon IMSA's rights. Use of this Ticket constitutes acceptance of these terms.
- F. **Video/Images.** Promoter may obtain from IMSA, images, video, sounds or data that are the subject of this Section 8, but only for publicity, promotion or advertising of the Event, and only to the extent determined by IMSA to be reasonably required for such purpose. Usage of such material shall be royalty free, but may be subject to nominal search and processing fees.
- G. **Limitation of Liability.** IMSA shall be solely responsible for, and shall have complete discretion with respect to the manner; extent and timing of any license, sale, assignment, transfer or other use or exploitation of the Rights. IMSA shall have no liability to Promoter with respect to such activities. Promoter hereby covenants not to assert any claim or file any suit or other legal action against IMSA on the ground that it failed in any way, material or otherwise, to exploit, maximize or earn profits of any kind or amount with respect to the Rights.

9. MEDIA STIPULATIONS.

- A. **Credentialing Media.** Promoter must send a list to IMSA of media that Promoter intends to credential for prior written approval, such approval not to be unreasonably withheld.
- B. **Media Forms.** Promoter shall have each media person it credentials execute any IMSA media forms provided by IMSA in advance, and Promoter shall return all signed forms within fifteen (15) days of conclusion of the Event.
- C. **Photographer Vests.** Only IMSA can permit photographers to be over the wall during Sanction Track Time. Such approved photographers must use IMSA provided and distributed photo vests.

10. PRODUCTION STIPULATIONS.

- A. **Event Branding.** Promoter must include the Championship Logo, on Promoter's website, Press Conference Backdrop (must be the predominate mark as specified in the branding guidelines), Victory Lane Backdrop (must be the predominate mark as specified in the branding guidelines), trophies, the cover of the Event Program, admission tickets and passes, at every entrance into the Facility and any print material (signs, posters, flags, etc.) for the Facility that are made specifically for the Event, including without limitation, electronic signs. In addition Promoter shall include the IMSA Logo on Event specific assets including but not limited to Promoter's website.
- B. **Off-Track Entertainment.** Promoter is encouraged to include additional activities during the Event that occur off of the Racetrack, subject to IMSA's prior approval in writing, which shall not be unreasonably withheld. Promoter shall submit such request to IMSA prior to entering into a contractual agreement with a third-party for such activities. Promoter will make best efforts to work with and include Property Sponsors in such activities. Promoter shall be solely responsible and liable for all such activities.
- C. **Public Announcements.**
- i. **System.** Promoter shall have a professional public announcement system with a microphone, amplifier and loudspeakers in all public areas, the Paddock, and Pit Lane (facing on and off track), and facing the pre-race on-track and/or pit lane activities
- ii. **Announcer.** Promoter shall provide a designated person(s) that will play the vital role as a crowd animator and mood setters ("Public Announcer") before, during and after each Property's race. The Public Announcer should know the sport and be able to introduce a sense of excitement to the spectators. Promoter shall inform IMSA who the announcer will be and IMSA shall provide the public address announcements prior to the Event. IMSA at its discretion may provide a Public Announcer for some or all of the Public Announcer duties, if IMSA chooses to exercise this right they will notify Promoter within thirty (30) days of the Event. The Public

Announcer will make public announcements for Promoter's sponsors, provided such sponsors do not conflict with IMSA sponsors.

- D. **Victory Lane Ceremonies.** Promoter shall ensure that IMSA has reasonable time immediately following each Race (minimum 30 minutes for Single Make and IPC, 45 minutes for Challenge, 60 minutes for the Championship), including restricting any on-track activity, for victory lane ceremonies. Promoter shall cooperate with IMSA in execution of the victory lane ceremonies, including without limitation, providing a Victory Lane Backdrop that includes the IMSA Mark, Championship Mark and Challenge Mark, each winning team (1st, 2nd, and 3rd and each winning driver (1st, 2nd, and 3rd) an award with a bottle of champagne, the specific quantity and stipulations shall be listed in Appendix B, attached hereto.
- E. **Event Program.** If produced by or for Promoter, IMSA shall have the right to provide pages to be included in the Event Program, the number and content of the pages shall be specified in Appendix B, attached hereto and Promoter will provide IMSA with submission deadlines for Event Program artwork and editorial at least thirty (30) days prior to the deadline date. Promoter shall provide IMSA the number of Event Programs specified in Appendix B, which shall be delivered to the IMSA suite and/or IMSA Paddock Club prior to the start of the Competition. Additionally, Promoter shall send IMSA any unsold Event Programs, not to exceed twenty-five (25), to be used for historical purposes.
- F. **IMSA A-Frames.** Promoter shall allow IMSA to place a-frame signs that are 3' x 12' ft or larger ("A-Frame"), provided by IMSA around the Racetrack for IMSA, Property or the entitlement sponsors of a Property and signs provided by IMSA's television broadcast partners and radio broadcast partners around the Facility in mutually agreed upon high television visibility areas during the Event. The number of A-Frames and signs shall be specified in Appendix B. In no event, shall any contractual arrangements between Promoter and its sponsor, restrict or prohibit IMSA's ability to use A-Frames that display the logos and/or names of the entitlement sponsors of any of its Properties.
- G. **Spectator Research.** Promoter shall allow IMSA representative's access to spectators for personal interviews and questionnaire distribution, as well as inclusion of an IMSA questionnaire in the Event Program. The results of such research shall be made available to Promoter, subject to any privacy laws. Promoter agrees to share with IMSA the results of any research or data of its own, which is similar to that collected by IMSA hereunder, subject to any privacy laws. For clarification, should Promoter conduct a survey, IMSA will provide Promoter with any questions they would like included in the survey and will not conduct a separate survey.
- H. **Signage.** IMSA shall be entitled to a percent (as specified in Appendix B) of the Racetrack advertising in view of television cameras utilized in the origination of the television signals for IMSA, Property or the entitlement sponsors of a Property. IMSA, or its designee, shall bear the cost of all production and placement of such advertising. In no event, shall any contractual arrangements between Promoter and its sponsor, restrict or prohibit IMSA to display the logos and/or names of the entitlement sponsors of any of its Properties as part of this Racetrack advertising.
- I. **Display/Vendor Space.** IMSA shall receive at no additional cost space (as specified in Appendix B) in the display/vendor to be utilized by IMSA and Property Sponsors.

11. TERMINATION RIGHTS

- A. **Event of Default.** For purposes of this Agreement, "Event of Default" means: (i) Failure of either party to abide by the terms and conditions of this Agreement, including Appendix B attached hereto, or the Regulations and the defaulting party fails to cure such failure within thirty (30) days of its receipt of written notice reasonably detailing the failure to comply, or if the Event of Default occurs less than thirty (30) days prior to the Event, the defaulting party shall have forty-eight hours (48) to cure such Event of Default; (ii) 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; (iii) Any act, omission or condition expressly described in this Agreement as giving either party the right to terminate this Agreement; (iv) A material change, in the ownership, control or management of Promoter, unless otherwise expressly permitted by this Agreement or consented to in writing between the parties; and/or (v) 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, as bankrupt under any bankruptcy law.

B. **Right to Terminate.** If there is an Event of Default caused by either party, at its option the non-defaulting party may, by written notice to the defaulting party, terminate this Agreement in accordance with the notice and cure periods described above and/or withhold any payments due to the defaulting party under this Agreement. If the sanction is terminated, such termination shall be effective as of the date the notice is received or two (2) days after written notice is sent by overnight carrier or certified mail. The defaulting party shall promptly comply with all monetary obligations that have accrued as of the effective date of termination, and all other terms and conditions of this Agreement shall survive such termination. Nothing in this Section shall be construed to limit the non-defaulting party's other rights or remedies.

12. **INDEMNIFICATION.** Promoter shall indemnify and hold the Indemnified Parties 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. IMSA shall be entitled to select counsel to represent it/them in such matter at Promoter's expense, and that counsel's duties and obligations in all respects shall be solely to IMSA.

13. **MISCELLANEOUS.**

A. **Press Releases.** Promoter agrees and acknowledges that consistency between the Promoter and IMSA is of essence in relation to the content, means and relevance of the respective media communication matters of the Event, to attract sponsors and spectators. Therefore, Promoter shall at all times: (i) Coordinate with IMSA any public statements, as well as any of its public and private press briefings regarding the Event; (ii) Agree with IMSA on the timing, form and content of any public announcement, statement and/or public and private press briefings in relation to the Event; and (iii) Refer to the Event and Properties by the IMSA approved title, to ensure the Event title is properly promoted and used in any communications.

B. **Disclaimer of Warranty.** IMSA does not warrant, either expressly or by implication, nor is it responsible for, the financial or other success of the Event, the number or identity of vehicles or Competitors participating in the Event, the adequacy of the services it provides, the safety of the public, the Competitors or any other person entering the Facility in connection with the Event or any other matter not expressly agreed to as expressly warranted by IMSA herein.

C. **Proprietary Information & Confidentiality.** Both parties acknowledges that, with respect to the following matters, which are non-public but have been disclosed to the other party, including by way of example but not limitation: (i) this Agreement, (ii) any non-public technical, business or financial information, practices or documents used, provided or disclosed by the other party (iii) customer and/or member lists of any kind or nature used, provided or disclosed by the other party (collectively "**Proprietary Information**"), that such Proprietary Information constitutes information that is non-public and proprietary to the disclosing party and may not be used by the receiving party or disclosed to third parties except in connection with the performance under this Agreement. Except for that purpose, the receiving party shall at all times maintain the Proprietary Information in a confidential manner and shall not disclose it or use it on behalf of itself or any third party. Both parties acknowledges that any unauthorized use or disclosure of Proprietary Information could cause irreparable damage to the disclosing party and therefore, IMSA shall be entitled to injunctive relief prohibiting the receiving party or any related party from engaging in such violation, and to attorney's fees and costs for having to bring any action to enforce this Section.

D. **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:

To IMSA: International Motor Sports Association, LLC
One Daytona Boulevard
Daytona Beach, FL 32114-1243
Attention: Competition

To Promoter: The address set forth in this Agreement

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

E. **Entire Agreement; Amendments.** This Agreement, including the Requirements, attached hereto, constitutes the entire agreement between IMSA and Promoter. All previous communications and negotiations between IMSA and Promoter, whether oral or written, not contained herein are hereby withdrawn and void. This Agreement may not be amended except in writing and signed by both parties.

- F. **Assignment; No Joint Venture and Related Matters.** Either party may assign its rights or delegate its obligations under this Agreement, subject to the other party's prior written approval, which shall not be unreasonably withheld. 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 IMSA in the relationship of a partner or joint venturer with Promoter. 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.
- G. **Governing Law, Jurisdiction and Related Matters.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of comity or conflicts of laws thereof. The parties knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be in Volusia County, Florida for state court claims, or the U.S. District Court, Central District of Florida for issues of diversity, or federal question. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing and submit themselves thereto without. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

APPENDIX B

TRACK REQUIREMENTS

OPERATION REQUIREMENTS

120+ DAYS PRIOR TO EVENT

- Submit request in writing for a Promoter Test Day before the Event for approval (such request must include a sample entry form)
- Submit requests for other on-track activities in writing for approval (such request must include third-party, name of series (if applicable) and the required track time)

90+ DAYS PRIOR TO EVENT

- Send map layout of Competition areas listed under Event below, for IMSA approval
- Send Racetrack operational map indicating turn numbers and flagging and response stations numbers/name, for IMSA approval

60+ DAYS PRIOR TO EVENT

- Submit proposed additional awards for approval

30+ DAYS PRIOR TO EVENT

- Send to IMSA a list of radio frequencies, including medical and security

EVENT

- Space for Annual Participant Parking / Honor IMSA Annual Parking Passes
- Space for Annual Entrant Parking
- Honor IMSA Delivery Pass
- Minimum of (2) track operations radios
- Office in a permanent facility, if available (Newman Building)

PADDOCK (garage) AREA (Paddock space/layout to be mutually agreed upon, using all existing and available space)

Size	<ul style="list-style-type: none"> -Space for the Cars with Paddock Parking Passes (see Competition Administration) -Space for IMSA Fuel Supplier(s) (location which provides for safe & convenient dispensing) -Space for the Official IMSA Tire Supplier(s) -Space for Official IMSA Vehicles -Space for Team Suppliers (min (15) 12' x 90') <p><u>Space for each Property in a configuration usable and acceptable to IMSA:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Championship: Minimum of 200,000 sq ft (90 ft deep x 2223 liner ft) <input type="checkbox"/> Challenge: Minimum of 175,000 sq ft (90 ft deep x 1945 liner ft) <input type="checkbox"/> IPC: Minimum of 50,500 sq ft (90 ft deep x 562 liner ft) <input type="checkbox"/> Single Make(s): 50,500 - 76,500sq ft (90 ft deep x 562 liner ft) <ul style="list-style-type: none"> -Private air conditioned/heated location for driver briefings, with table and sufficient chairs, capacity up to (150) people (250 for NAEC Events) If a separate location is not available deliver the table and chairs to the Business Center -Restricted weather-tight location (min. size 20' x 40') for the Critical Incident Impound (air conditioned/heated, if available)
Delivery	<ul style="list-style-type: none"> -Paved and Reasonably level -(10) Sections of bike fence for each Technical Inspection Area -(20) Traffic cones (Technical Inspection Area)
Service	<ul style="list-style-type: none"> -Security Personnel for entire Event -Assist in the parking of the transporters and support vehicles -<u>Cleaning/sweeping/emptying trash receptacles</u> -Daytime: personnel and basic equipment only, shall maintain the paddock area throughout each day -Evening: personnel and motorized equipment (dump trucks) shall clean the area each evening when spectators are not present. -<u>Sanitary Installations</u> -Daytime: personnel and basic equipment only, shall maintain the sanitary installations throughout each day. -Evening: personnel and motorized equipment (vacuum truck) shall empty/clean the sanitary installations each night, when spectators are not present. -Safety Personnel (rapid response fire protection personnel w/proper equipment at all times Fuel Supplier is present)

COMPETITION CENTER (as part of the Paddock)

Size	<ul style="list-style-type: none"> -Space for (7) 40' x 90' transporter -Space for food tent/awning to feed Officials & IMSA Staff (IMSA shall be allowed to have meals catered by a third-party w/out a buy-out fee or commission) provided no alcoholic beverages served.
Delivery	<ul style="list-style-type: none"> -Exclusive High-Speed Internet connection with minimum connection speed of 50 Mbps down and 10 Mbps up -Television feed of the live broadcast, per transporter, if requested by IMSA
Power	<ul style="list-style-type: none"> -Information System Trailer: 220v/240v 100 amp single phase -Business Center: 220v/240v 100 amp single phase -Operations Transporter: 220v/240v (70) amp single phase -Engineering Trailer: 220v/240v 100 amp single phase -(2) Technical Trailers: 220v/240v (70) amp single phase -Executive Center: 220v/240v (70) amp single phase
Service	-Security Personnel for entire Event
CONTROL TOWER / RACE CONTROL	
Size	-Minimum capacity of (15) IMSA Officials (30' x 20') (space required does not include any Promoter staff)
Location	-Must be pre-approved by IMSA
Delivery	<ul style="list-style-type: none"> -Building (protection from elements, electricity, HVAC, access to water & restrooms)
Electricity	<ul style="list-style-type: none"> -(2) dedicated 20 amp circuits or like capacity generator(s), backup generator required -110v/115v 100 amp single phase (16-20 outlets) -Access to a forklift/Gehl for loading and unloading of tower equipment or elevator service -Telephone (outside line and a track extension line) -Chairs w/cushions (minimum of ten (10)) -PA system for Paddock -Televisions in all areas reasonable requested by IMSA displaying the race in current time -(1) High-Speed Internet connection w/min. 20 Mbps download & 10 Mbps upload -A/C system must be able to keep room at constant temperature of 68 degrees w/IMSA equipment operating
Service	<ul style="list-style-type: none"> -Security Personnel to restrict access during Sanctioned Track Time -Daily cleaning/sweeping/emptying trash receptacles -Loading equipment & personnel to operate (pick-up truck, forklift and sky jack), if an elevator is not provided
RACETRACK	
Delivery	<ul style="list-style-type: none"> -Repaint all start/finish, scoring, curbing, pit exit and re-entry cutoff lines -Electrical power (4 x 115v) to the starter stand -A hole in the wall or armco at both sides of the start/finish line for mounting photocell. Hole should be approximately 10" in diameter -Timing loops must be in working condition, including all B&C connectors in working condition (30+ days from Event, IMSA will notify Promoter of timing loops that will be used) -Start/Finish line must be connected with coax and CAT5 to the timing room in working condition -12"-18" above track surface, and extend completely through the wall. -Communication system (land line or radio) connecting all trackside observer stations, pit in/out, pit center, race control & starter stand, acceptable to IMSA. -If required by IMSA, a vehicle w/ applicable lights and communication capabilities of a Safety Car and driven by an IMSA Official
Serve	<ul style="list-style-type: none"> -Security Personnel to restrict access during Sanctioned Track Time -Security Personnel to restrict access during Open Grid/ Grid Walk behind the pit wall and to clear fans at conclusion -Flagging stations w/visual contact and land line contact maintained between stations, unless otherwise approved by IMSA -Min (2) flag workers per station; (1) w/track communication system & closed ear headset for direct communication w/Control Tower -Full set of FIA compliant race flags per station -Fully charged 10lb multi-purpose fire extinguisher per station -Starters (1) to assist IMSA's official starter, or as requested
PIT LANE	
Delivery	<ul style="list-style-type: none"> -Line/paint: traffic lanes in Paddock/surrounding areas, fire lanes, behind pit lanes -Pit lane to be freshly painted with 3 lanes the entire length starting at pit in and ending at pit out

	-Video feed, if requested by IMSA in each pit box -Ground strap for pit lane tanks -Electricity: 110v/115v 25 amp single phase to the Pit Cart
Service	-Security Personnel to restrict access during Sanctioned Track Time

COMPETITION ADMINISTRATION REQUIREMENTS**60+ DAYS PRIOR TO EVENT**

- Promoter must develop and have in place an Event security and crisis plan (including a severe weather plan) and a copy must be provided to IMSA at least sixty (60) days prior to the Event.
- Provide IMSA with the names and contact information for staff responsible for severe weather

30+ DAYS PRIOR TO EVENT**-Deliver the following car passes for on-track access (not parking)**

- (2) Timing and Scoring (must be all access)
- (7) TV Production
- (14) Hot Lap Cars
- (5) Safety Cars
- (4) IMSA Officials (must be all access) for signage

Deliver to IMSA the following parking passes:

- (15) Championship Paddock Parking
- (4) walking distance to Timing and Scoring
- (15) walking distance to Race Control
- (10) walking distance to media area
- (5) walking distance to the IMSA IS Transporter
- (40) walking distance to TV Compound
- (2) walking distance to the Medical Care Center
- Team parking passes (for non-annual participants) as requested by IMSA in accordance w/the IMSA Credential System, delivered to IMSA no later than 30 days before the Event
- Timing & Scoring -IMSA will notify Promoter of timing loops that will be used during Event

3+DAYS OUT FROM FIRST ON-TRACK SESSION

- Exclusive access to Timing and Scoring, Control Tower / Race Control, TV Compound, IS Transporter, Pit Lane and the entire Race Track (cold track) used during the Event.

EVENT

- Space for Annual Participant Parking
- Honor IMSA Delivery Pass
- Honor IMSA Annual Parking Pass
- Minimum of (2) track operations radios
- Office in a permanent facility, if available

REGISTRATION CENTER

Size	-Minimum space to accommodate minimum five (5) people (12 x 30) -Separate area for office and/or storage of computer cases
Location	-Easily accessible by public transport
Delivery	-Building (protection from elements, electricity, HVAC, access to water & restrooms) -Adequate car parking w/(1) dedicated IMSA staff parking space -(1) Exclusive high-speed Internet connection w/min. 20Mbps download & 20Mbps upload -Copy/Fax Machine with paper -(4) 8 foot tables plus 20 feet (minimum) working space -(6) chairs with height adjustment capability -(2) trash cans minimum -(1) 110 volt, 30 amp, single phase circuit, exclusive of climate control and lighting (min. 4 outlets) Signage -Directing people to registration -Entrance and exit signs -Directions to parking when leaving registration area -Championship identification at entrance -Dedicated restroom for registration staff only

Service	<ul style="list-style-type: none"> -Cleaned (2) days before official registration office opening -Security Personnel present the entire time IMSA personnel is in the registration area, including before/after posted registration times -Daily cleaning/sweeping/emptying trash receptacles
TIMING AND SCORING CENTER	
Size	-Minimum of (15) people (12 x 40) and a large amount of equipment
Location	-Uninterrupted view of the front straight at the start/finish line
Delivery	<ul style="list-style-type: none"> -Building (protection from elements, electricity, HVAC, access to water & restrooms) -Adequate outlets -Electricity: 110v/115v 50 amp single phase -(1) Exclusive high-speed Internet with min 50Mbps down & 50Mbps up -Access panels, conduits (min (6") diameter), and cable troughs should be provided as necessary, or alternative as approved by IMSA -All doors and windows should be lockable and a key provided to IMSA on move in day -Table, chairs with cushions and stools as requested -A separate secure area shall be provided for the storage of shipping boxes and materials
Service	-Security Personnel to restrict access during Sanctioned Track Time
INFORMATION SYSTEMS TRANSPORTER (applicable only if it is not parked in the TV Compound)	
Size	-Space for (1) 40' x 90' transporter with a minimum of (4) parking spaces
Location	-Closest to timing & scoring, as approved by IMSA
Delivery	<ul style="list-style-type: none"> -Electricity: 220v/240v 100 amp single phase -(1) Exclusive high-speed Internet with min 50Mbps down & 50Mbps up
Service	-Security Personnel when track is closed

TRACK SERVICES

UPON EXECUTION

Definitions:

- **AHJ (Authority Having Jurisdiction)** means generally the individual, agency, department, or other entity given legal responsibility for oversight of a function, job, or task, typically the local, state, or federal government entity (a board, commission, agency, department, or individual) that has been given the legal responsibility for oversight of a function, job, or task.
- **Crew Chief** means an individual assigned to drive a the applicable vehicle with the knowledge, skills, and abilities including but not limited to driving on the racing surface, communicating with others, determining priorities, making assignments, implementing decisions, managing multiple tasks and supervising others throughout an incident and Event.
- **Critical Care Transport Unit** means a vehicle with capabilities and staff beyond those normally found on an ALS as determined by the AHJ.
- **Medic** means critical care RN, paramedic, EMT or physician (emergency medicine doctor or trauma surgeon) licensed by the AHJ, certified or licensed and permitted by protocol to perform both basic and advanced airway management skills

-Notify IMSA any time prior to the Event if:

- There is a change to the Operations Manager and/or Safety Director
- There will be paving, repairing, repaving, or modification to the Race Track, including actual racing surface, pit road and access roads, apron, gates, service openings, caution lights or Paddocks
- There has been a change to any wall, fencing, cabling, or barrier
- There has been a change to the structure, layout or sight lines of Race Control

60+ DAYS PRIOR TO EVENT

- Provide IMSA with a Race Track Repair/Replacement Plan which includes a description of recovery from safety barrier damage and recovery from Racetrack surface damage
- Complete and return IMSA's Track Service Survey Pre-Event Checklist

30+ DAYS PRIOR TO EVENT

- Back Up Plan:** Provide a plan for replacing/repairing any vehicle that becomes unusable or malfunctions during an Event, including a flat tire
- Communication Plan:** Provide a plan for communication during the Event, specifically including what resources, if any, will be under the control of the Track on a separate radio channel from IMSA, who will be directing those resources and when they will be available to IMSA
- Participate in a Track Services Conference Call

EVENT

- All personnel must wear protective equipment (fire suit, helmet, eye, hand and foot protection) as determined by Promoter.
- All key-personnel must have an IMSA 2-way radio for communication with Race Control during Sanctioned Track Time. IMSA shall provide Promoter and Promoter shall be responsible for the distribution and collection of the radios each day of the Event.

MOBILE RESPONSE VEHICLES

Unless otherwise stated or approved by IMSA in writing all On-Track Response Vehicles must:

- Be provided by the Promoter and available at the specified times at the locations around the Race Track mutually agreed to by IMSA& Promoter --Be full size vehicles with (4) full size doors
- Include all required equipment & supplies which shall be secured, enclosed or otherwise securely mounted to the vehicle.
- Checked prior to and each day of the Event for mechanical issues and sufficient equipment and supplies.
- Equipped w/ incandescent, strobe, or LED lighting assembly designed to flash (Warning Lights)
- Include a permanently mounted seat in the cab/interior of the vehicle w/restraints for each person staffing the vehicle

ALS -- To provide advanced emergency medical care and the transportation of patients

Required	-(3) Advance Life Support Ambulances (ALS) or Critical Care Transport Unit (as required by AHJ)
Location	-(2 of the 3) "On-Track" during Sanctioned Track Time
Availability	-(1 of the 3) at the Care Center (or a location where the ALS can respond to the Care Center quickly, as approved by IMSA) at all times the Care Center hours is open.
Standards	-Valid permit issued by the AHJ -Licensed to transport to the Hospital

Staffing	- (1) Crew Chief - (1) Medic
Equipment	- All equipment required by the AHJ
ON-TRACK FIRE (Pick-Up) TRUCK - To provide initial fire suppression and emergency response on-track	
Required	- (3) Support Fire Truck (can be combined with the required Tool Trucks)
Location Availability	- On-Track during Sanctioned Track Time at location(s) mutually agreed to
Staffing	- (1) Crew Chief/Fire Fighter - (1) Medic (extrication) - (1) Fire Fighters
Equipment	- (1) Vehicle-Mounted Fire Extinguisher (PK) 150lb pressurized dry chemical system or 60 gallon AR-AFFF pre-mix or foam education system proportioned at a minimum of 6% - (2) Portable Fire Extinguishers, 20lb dry chemical - (2) Portable Fire Extinguishers, 2.5 gallon AR-AFFF pressurized (capable of refilling in a reasonable amount of time), (PK) - Jump Kit (advanced airway supplies & c-collar) - (2) Wheel Chocks - 30 ft (minimum) tow strap with appropriate attachments to flat tow race vehicles - Eject Helmet Removal System™ EMT/First Responder Helmet Removal Kit
TOOL TRUCK - To perform Driver extrication and disentanglement services	
Required	- (2) Tool Trucks (Can be combined with On-Track Fire (pick-up) Truck)
Location	- "On-Track" during Sanctioned Track Time
Staffing	- (1) Crew Chief - (1) Medic (trained to perform extrication tasks) - (1) Fire Fighter
Equipment	- (1) Vehicle-Mounted Fire Extinguisher, 150lb pressurized dry chemical system or 60 gallon AR- AFFF pre-mix or foam education system proportioned at a minimum of 6% - (2) Portable Fire Extinguishers, 20lb dry chemical - (2) Portable Fire Extinguishers, 2.5 gallon AR-AFF pressurized (capable of refilling in a reasonable amount of time) - Jump Kit - (2) Wheel Chocks - (2) 5-gallon buckets of Absorbent - (1) Flat Metal Shovel & Metal Bucket - (1) Hydraulic Rescue Cutting/Spreading System Tool. One (1) single-purpose (not designed for cutting and spreading) hydraulic cutting tool with a curved-blade design (a "Hydraulic Rescue Tools") manufactured for the express purpose of vehicle rescue and is individually capable of producing a cutting force of at least 60,000 lbs and able to cut through metal components of a race vehicle. One (1) single-purpose spreading hydraulic tool with a minimum force of 20,000 lbs. The specific metal components of a race vehicle which must be cut are: i. Magnetic sheet steel/magnetic steel plate up to 0.109" thick ii. Round magnetic steel seamless tubing 1-3/4" by 0.090" minimum wall thickness. (roll bar tubing). iii. Carbon Fiber Power. A hydraulic pump designed, equipped, and capable of powering two (2) hydraulic cutting tools at full load simultaneously ("Hydraulic Power Unit"). If the pump cannot support the operation of one (1) Hydraulic Tool under full load without affecting the performance of a 2 nd Hydraulic Tool connected to it, then each Hydraulic Tool must have a separate Hydraulic Power Unit. Accessories. Two (2) 50' hoses connected and ready for use and (1) gallon of fuel for the pump in an appropriate container. - (1) Device to facilitate driver extraction, to include SpeedBoard™, spoon, or equivalent. - 30 ft tow strap or rope with appropriate attachments to flat tow race vehicles Battery Operated Tools

- (1) 28 Volt Drill with assorted bits needed to facilitate extrication
- (1) 28 Volt Circular Saw w/ carbon tipped cutting blade, between 40 & 60 teeth per inch
- (1) 28 Volt Reciprocating saw, 14-16 tooth per inch, demolition/debris type blade w/max length of 6" from tool to tip
- Additional saw blades, drill bits, screw bits, pneumatic tool blades & adapters as appropriate

Hand Tools

- (2) Reciprocating Saws, 14-16 tooth per inch, demolition/debris type blade w/max length of 6" from tool to tip
- Additional saw blades, drill bits, screw bits, pneumatic tool blades & adapters as determined prudent/appropriate
- (2) Hex head t-handle with a min. length of 6", in the following sizes 4mm, 10mm, 11mm and 7/16th
- (2) Slotted screwdrivers
- (2) Phillips #2 head screwdrivers
- Seat belt cutter
- (1) pair Aviation ("tin") shears
- Pry bar, crow bar, and crash axe or equivalent combination tool
- Bolt cutter

CLEAN UP TRUCK(S) – A vehicle designed, staffed & equipped for the purpose of restoring the track to a raceable condition

Required	-(1) Truck (additional Trucks maybe required to meet the Standards listed below)
Availability	-During Sanctioned Track Time
Standards	-Ability to manage and clean up fluid w/absorbent & remove debris from the Racetrack
Staffing	-(1) Crew Chief -(2) Crew Members
Equipment	-(2) Broom(s) (non-metallic bristles) -Absorbent (10-15 bags on Truck w/ a minimum of 20 bags in reserve) -(2) Gasoline-powered leaf blower -(2) Non-sparking shovels -(1) 5 gallon metal bucket or pad -Absorbent Hopper or appropriate equipment to cover oil streaks of variable distance

MOBILE RESPONSE UNITS

Unless otherwise stated or approved by IMSA in writing all On-Track Response Vehicles:

- Be provided by the Promoter and available at the specified times
- Include all required equipment & supplies which shall be secured, enclosed or otherwise securely mounted to the vehicle.
- Checked prior to and each day of the Event for mechanical issues and sufficient equipment and supplies.

MOBILE FIRE CART

Required	-(1) Mobile Fire Cart
Location	-Paddock during Non-Sanctioned Track Time -Roaming between the Paddock and pit lane during Sanctioned Track Time
Availability	-During Care Center Hours
Staffing	-(2) Fire Fighters
Equipment	-(3) Portable Fire Extinguishers (PK) -Absorbent (5 gallon bucket or equivalent) -(1) Broom -(1) Non-sparking shovel

MOBILE MEDICAL CART

Required	-(1) Mobil Medical Cart
Location	-Paddock during Non-Sanctioned Track Time -Roaming between the Paddock and pit lane during Sanctioned Track Time
Availability	-During Car Center Hours
Standards	-ALS equipped & ability to transport a patient in supine position
Staffing	-(1) Medic -(1) EMT

Equipment	-Automated external defibrillator or AHJ equivalent. -Jump Kit -Immobilization devices -Equipment required by AHJ
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MOBILE RESPONSE PERSONNEL

Unless otherwise stated or approved by IMSA in writing all Mobile Response Personnel shall:

- Be in addition to the Medics, EMTs, Fire Fighters and other personnel required
- Be provided by the Promoter and available at the specified times
- Be equipped with all required equipment & supplies

FUEL DISTRIBUTION AREA / PADDOCK

Location	-At the Fuel Distribution Area
Availability	-In position each day 30 minutes prior to Paddock opening until the fuel supplier completes operations
Standards	-In compliance with the AHJ -Automated fire suppression system, as required by the AHJ
Staffing	-(2) Fire Fighters stationed throughout the Paddock and a minimum of (1) Fire Fighter at the Fuel Distribution Area
Equipment	-(2) Wheeled fire extinguishers -(1) Portable fire Extinguishers (PK) -Absorbent (5 gallon bucket or equivalent) -(1) Non-sparking shovel -(1) Fire Truck to protect the fuel distribution area as well as the paddock. The unit shall conform to the NFPA 1901 Standard for Initial Attack Vehicles

PIT LANE

Availability	-In position 30 minutes prior to Sanctioned Track Time until all Teams/cars leave pit lane
Staffing	-(12) Fire Fighters total, unless otherwise approved by IMSA -(1) person designated "pit boss" w/communication to all pit lane fire fighters and race control
Equipment	-(1) 20lb dry chemical or (1) 2.5 gallon AFFF-AR pressurized portable fire extinguishers per Fire Fighter -Absorbent (5 gallon bucket or equivalent) -It is recommended that multiple 125lb Dry Chemical units be placed near Pit lane and easily accessible if needed

RECOVERY RESPONSE**TOW TRUCKS -**

Required	-(2) Wrecker -(2) Roll Backs (3) on race day
Location	-On-Track
Availability	-During Sanctioned Track Time
Standards	-GVWR minimum of 14,500lbs & maximum 32,000lbs -Single axle design -Wrecker -Hook height of 152" or more -Roll Back -21 ft long bed and between 96" & 102" wide -Bed rating of 10,000 lbs
Staffing	-(1) Crew Chief -(1) Crew Member
Equipment	<u>Wrecker</u> -3/8" x 100 ft wire rope cable w/a minimum 3,500lb working limit -(2) J-hooks w/a minimum of 10 ft of chain -(2) 1" flat eye lifting slings w/a min 2500lb rating in a choker configuration -(1) section of 3/8" x 50 ft wire rope cable w/ a minimum rating of 3,500 lbs -30FT tow strap with appropriate attachments to flat tow race vehicles <u>Rollback</u>

- 30FT Tow Strap
- (2) 1" flat eye lifting slings w/a min 1280 lb rating in a choker configuration
- (2) skates

TRACK RESTORATION EQUIPMENT- To quickly repair track

Required	<ul style="list-style-type: none"> -(1) Lifting piece of equipment to move heavy items (water barrels, barriers, etc.) -(1) Sweeper or Jet -(1) Vacuum
Location	-Near Race Track
Availability	-Staffed and available during all Sanctioned Track Times
Staffing	-(1) Crew Chief per vehicle
Equipment	<ul style="list-style-type: none"> -Vehicle Rotation -Extra Fencing -Extra Tire Barriers -Wall Repair supplies adequate for the facility's different barrier configurations -Supplies adequate to patch racing surface

MEDICAL SERVICES**START OF RACE SEASON**

-At the start of current race year, track will be emailed a copy of the Verification Forms. Date and times of medical conference calls will also be provided at this time.

6+ WEEKS PRIOR TO EVENT

-The Medical Liaison will again send a copy of the Verification Forms to track and medical personnel. Please review and call if any immediate questions. Reminder of date and time of medical conference calls will be included.

-Provide IMSA a list with the names and contact information for the ICC Medical and Nursing Director.

4+ WEEKS PRIOR TO EVENT

-Provide a list of Tertiary Care Facilities with Trauma Services (verified Level 1 or Level 2 American College of Surgeon's (ACS) or meets State's equivocal standard) that will be utilized as designated "Trauma Center". Must be capable of providing all of the following services: Neurosurgery, Trauma Surgery, Vascular Surgery, Thoracic Surgery and Orthopedic Surgery. All services should be identified and available within 30 minutes. Provide facilities for Hyperbaric Chamber (available 24/7), Burn Center, and minor hospitals to be utilized. Local Pharmacies should be identified also.

-Return the completed Verification Forms to the Medical Liaison Department prior to scheduled medical conference call.

CARE CENTER -

Required	- (1) care center room for exclusive non-public use
Availability	- Staffed and fully operational each day 30 minutes prior to first sanctioned on track activity and 30 minutes after the last sanctioned on track activity or 1 hour post-race.
Staffing	- Minimum of (2) Physicians. (1) located in the care center and available during all hours of ICC operations. The 2 nd must be available during all IMSA Sanctioned On Track Activity. The "99" must be onsite, suited in a fire suit (non-conflicting logos) with an IMSA radio and headset and personal protective equipment per track protocol" at least 30 minutes prior to first sanctioned on-track activity each day. Both physicians must be solely dedicated to Event participants (not the general public). - BC/BE Emergency Medicine Physician or currently working as an Emergency Medicine Physician for 5 years - 99 or physician designee to attend the Track Services Meeting each day. - Advanced airway skills - Current licensure in the state where the Racetrack is located - Staff privileges in the local hospital and/or trauma center - Minimum of (2) Registered Nurses, (1) required in ICC at all hours of ICC operation and 2 nd required during all sanctioned on-track activity - Nursing Director or designee to attend Track Services Meeting each day - Must be currently working as a Registered Nurse in Emergency, Critical Care, Trauma or Pre-Hospital - ACLS Certified - Current license in the state where the Racetrack is located - On staff in the local hospital and/or trauma center - Security during sanctioned on track activity
Equipment	- (2) beds (1) of which must have resuscitation and airway equipment - Phone line with long distance capability - High speed internet connection for IMSA Medical staff - Work area/desk for a minimum of two (2) IMSA Medical staff - Phone line dedicated to Fax with long distance capability <u>Airway</u> - (5) Nasal cannula - (5) Non-rebreather mask - (2) Bag valve device and mask - (3) Oropharyngeal airways of various sizes - (3) Nasopharyngeal airways of various sizes - (2) Oxygen bottles and regulators - (1) Pulse oximeter (may be part of Carbon Monoxide monitor if so equipped) - (2) Suction apparatus/machine

- (4) Yankauer suction catheters
- (4) Nasopharyngeal suction catheters
- (2) Intubation tray or kit to include endotracheal tubes, stylettes, syringes, tape, etc
- (2) Cricothyrotomy kit

Intravenous Access

- (24) liters Crystalloid solutions
- (2) Central venous access kits/infusion
- (8) Peripheral venous access kits/supplies/infusion including intraosseous

Trauma

- (2) Chest tube tray/set
- Chest tubes (*various sizes*)
- (2) Chest tube drainage/collection system
- Scalpels (*various sizes*)
- (4) Suture kits with assorted suture material
- Dermabond or equivalent
- (2) Large burn dressing
- (4) Small burn dressing
- Dressings (*various types and sizes*)
- (6) Cervical collars (*various sizes*) (per protocol of local authority having jurisdiction)
- (1) Backboard (per protocol of local authority having jurisdiction)
- (4) Various splinting devices (*to include splints for upper and lower extremities*)

Resuscitation

- (2) Cardiac monitor (*may be included in the Defibrillation Unit*)
- (1) Defibrillator
- (1) 12 Lead EKG (*may be included in defibrillation unit and/or cardiac monitors*)
- Advanced Cardiac Life Support Medications in accordance w/AHA or local Emergency Services Guidelines
- Eye irrigation supplies and/or system
- Otoscope
- Ophthalmoscope
- Reflex hammer
- Thermometer
- Automatic blood pressure machine or manual blood pressure cuffs (*various sizes*)

MEDICAL HELICOPTER	
Required	- (1) Medical Helicopter if ground transport is greater than 15 minutes to the Trauma Center defined above, including distance and/or traffic delay. - Licensed in the State where the racetrack is located and State of transportation location - Back-up plan established and communicated to the IMSA Medical Liaison in the event the medical helicopter cannot fly because of weather or other circumstances.
Availability	- Dedicated and on property during all Sanctioned On-Track activity arriving minimum of 30 minutes before and remaining minimum of 30 minutes after conclusion of sanctioned on-track activity.
Staffing	- Helicopter Crew (in the Care Center or with the helicopter when cars are on track)

BROADCAST REQUIREMENTS

120 + DAYS PRIOR TO THE EVENT

-Promoter will provide IMSA with the current Drone Policy for IMSA to communicate to TV Productions and other applicable parties.

30 + DAYS PRIOR TO THE EVENT

-Provide IMSA with a list of phone numbers for the phone lines listed under Event

3+DAYS OUT FROM FIRST ON-TRACK SESSION

- Exclusive access to Timing and Scoring, Control Tower / Race Control, TV Compound, IS Transporter, Pit Lane and the entire Racetrack (cold track) used during the Event.

EVENT

BROADCAST COMPOUND - For productions/TV production mobile units, equipment, & personal access provided

Size	-Level and usable paved space for broadcast partners (TV, radio, web) equipment, haulers & automobiles (250' x 250') and parking for a minimum of 40 cars within walking distance
Location	-As close as possible to the announcement booth or to the majority of camera positions w/no overhead power lines
Availability	-(5) days prior to Event
Delivery	-IMSA shall be allowed to have meals catered by a third-party w/out a buy-out fee or commission -(2) Exclusive internet connection w/an up/download speed of 50Mbps down & 50Mbps up or greater
Service	-Security Personnel for entire Event (min. of (2) security officer for overnight hours dedicated to the Broadcast Compound & on-track TV equipment) -Daily cleaning/sweeping/emptying trash receptacles -Assist in the parking of the haulers and support vehicles -Sanitary installations (reasonable access, cleaned daily); If permanent facilities are not located in the Broadcast Compound a minimum of (2) port-o-lets

TV BOOTH if requested by IMSA (available a Min of 3 days before Event)

Size	-Minimum of (7) people OR 20' x 10'
Delivery	-Building (protection from elements, electricity, HVAC, access to water & restrooms) (A/C must be able to keep booth at constant temp of 68 with all personnel, lights & equipment in operation) -(2) Telephones (outside line and a track extension line each) -(2) Exclusive internet connection w/an up/download speed of 10 Mbps -Clear view of TV showing broadcast feed, if requested by IMSA -Wired for (3) 120v/20amp with sufficient outlets (Air conditioning must be on separate circuit) -(5) chairs with back support -Wide expanse of glare proof (non-tinted) glass overlook pits/track, 3.4 - 4' above the floor. -Windows on the sides 3-4' deep to provide sight lines up and down the track -Where possible, the back 1/2 of booth should be elevated 4-6" -Ledge/table entire length of front window (min depth of 18"), able to support video monitors and audio equipment -Access panels (min 6" diameter) and cable troughs as necessary to allow cables to enter booth for video, audio, timing & scoring and antenna feeds.
Service	-Security Personnel for Sanctioned Track Time -Daily cleaning/sweeping/emptying trash receptacles

RADIO BROADCAST CENTER

Size	-Min 12' x 12'
Delivery	-Building (protection from elements, electricity, HVAC, access to water and restrooms) -A/C must be able to maintain a constant 68 degrees -Building must be prepared and ready on first day of IMSA load-in -Electricity: Min (4) outlets. Air conditioning must be on separate circuit -Public Address System

	<ul style="list-style-type: none">-Elevator access to the booth. If no elevator is available use of a forklift or Gehl is required-Clear view of race track-(2) exclusive hard wired internet connections upload of 5Mbps download speed of 20Mbps or greater-Outbound TCP/UDP ports 5060/5061 allowed-Outbound NAT enabled-SIP ALG should be enabled if supported by the Firewall.-No Proxy server, or a mechanism to bypass the Proxy for the IP CODEC-The IP CODEC should not reside behind more than one NAT-(2) RJ45 or CAT 5 or better audio cables connected to PA booth-(3) 4 foot tables-(5) chairs with back support
Service	<ul style="list-style-type: none">-Security Personnel for Sanctioned Track Time-Daily cleaning/sweeping/emptying trash receptacles

MEDIA REQUIREMENTS

90+ DAYS PRIOR TO EVENT

-Notify IMSA of potential press conference and media opportunities

60+ DAYS PRIOR TO EVENT

-Provide Event Program space for the following Content
 -(1) Welcome letter from IMSA President
 -(1) List of IMSA Officers
 -Provide IMSA with Promoter PR Media Plan

30+ DAYS PRIOR TO EVENT

-Partner with IMSA for media events
 -Provide IMSA with the written process for photo vest distribution

14+ DAYS PRIOR TO EVENT

-Provide IMSA with list of credentialed media to assist with media outreach. Any updates should be shared through completion of Event.

EVENT

MEDIA CENTER: *Closing times should be clearly posted. If closing time isn't posted, it will be assumed that media center will close when final media member leaves.*

Use	-IMSA Credentialed Media and Promoter Credentialed Local Media
Hours:	-Open from 7:00 am beginning the day before Sanctioned Track Time -To remain open at least (3) hours after end of final on-track activity on practice/qualifying days and (4) hours after final checkered flag on race day.
Size	-Adequate work area for the media (min capacity for (50) people) free of charge
Delivery	-Building/structure (protection from elements, electricity, HVAC, access to water and restrooms) -(2) exclusive internet lines up/download speed of a T1 circuit (1.5 Mbits/s) or greater -(2) telephones (outside line and a track extension line each) Electrical power -(2) 110 volt, 20 amp single phase circuits or equivalent with (16) outlets -Min of (1) outlet for each seat -Copy/fax machine with paper -Sufficient number and size of televisions for everyone in room to clearly see broadcast feed and timing & scoring no less than (2) TVs showing broadcast feed & (2) TVs showing the timing & scoring. Broadcast feed should include audio (television commentary preferred). Feed must be available during all Sanctioned Track Times. -High-quality sound engineering Large media communication board that includes: -Map of photographer areas -Most recent media event(s) schedule -Media bins and/or press kit tables in place and labeled as such -Photography: (1) high speed internet line, Min. 8 mps download and upload. -Min of (30) lockers for Media's use -(2) IMSA dedicated standard land phone lines -DSL or similar (1) for every (10) media persons -Coffee, bottled water and soft drinks to be available on every day of official on-track activity -Meals should be provided to working media credentialed by Promoter and IMSA on every day of official on-track activity, provided Promoter shall not be required to provide meals for more than (75) IMSA credentialed media. -Lunch at minimum (can use vouchers), breakfast and afternoon snacks also preferred. Catering in/near the media center is preferred.
Service	-Photographers' meeting for each day of on-track activity which include Officials and Promoter personnel. -IT Troubleshooter(s) on call throughout the Event -Security Personnel to restrict access -Daily cleaning/sweeping/emptying of trash receptacles -Runners to distribute press/pit notes to all service areas in a timely fashion and operate copiers.

-Public Relations Representative present at all times the Media Center is open

PRESS CONFERENCE AREA (Preferred location in the press work room)

Delivery	<ul style="list-style-type: none"> -Building/Structure (protection from elements, electricity, HVAC, access to water and restrooms) -(2) exclusive internet lines up/download speed of a T1 circuit (1.5 Mbits/s) or greater -(2) telephones (outside line and a track extension line each) -Electrical power -High-quality sound engineering
Service	<ul style="list-style-type: none"> Stage/Area for press conferences -(5) cable microphones at podium, -(1) cable microphone for presenter -(1) wireless microphone for questions from audience -Table that accommodates seven (7) seats -Approved Backdrop -Multi box for radio media to plug into
Service	<ul style="list-style-type: none"> -IT Troubleshooter(s) on call throughout the Event -Security Personnel to restrict access -Daily cleaning/sweeping/emptying of trash receptacles
IMSA COMMUNICATION MEETING ROOM (separate from other media areas)	
Size	-Tables and Chairs for a Min of (7) people
Delivery	<ul style="list-style-type: none"> -Building (protection from elements, electricity, HVAC, access to water and restrooms) -Electrical power
Service	-Daily cleaning/sweeping/emptying of trash receptacles

MARKETING & BRANDING REQUIREMENTS**UPON EXECUTION OF AGREEMENT****PROMOTER HOME PAGE**

- IMSA Logo
- Championship/IMSA web banner ad placement

EVENT DEDICATED WEB PAGE

- IMSA Logo
- Championship Logo
- If Applicable: Challenge Logo, IPC Logo, Single Make Logo(s), NAEC Logo
- Link to IMSA website
- Photos, Video, News feed
- Social media information
- Event specific information
- Car corral and other promotional offers
- Special fan oriented activities e.g. autograph sessions, fan forums, Grid Walk, etc.

EVENT ACTIVATION OPPORTUNITIES

- Sponsorship marketing materials – print, digital, etc. and price information(entitlement, official, presenting, supplier, partner)
- Audience Information (projected attendance)
- Display Space marketing materials and price information
- Hospitality marketing materials and price information
- Tickets – pricing structure
- On-Site signage marketing materials & pricing information
- Collateral & Merchandise (brochures, programs, ticket backs, t-shirts)
- Event program advertising specs
- Event Media –(jumbotron, monitor, screen) content options and pricing

NATIONAL PROMOTIONS

- Start exploring opportunities for a national promotion using general admission passes

120+ DAYS PRIOR TO EVENT

- Submit Event Logo(s) for approval (Does not Conflict w/Championship' Sponsors)

EVENT MARKETING PLAN – Provide an event marketing plan that details:

- In-market advertising & promotions plan
- Social media plan

Submit all Advertising/Promotional Material, Print and Digital for Approval

- Championship Logo
- NAEC Logo (when applicable)

VICTORY LANE STAGE

- Submit a photograph of Victory Lane for approval

TICKETS, CREDENTIALS & PARKING PASS DESIGNS

- Championship Logo
- Required release language

60+ DAYS PRIOR TO EVENT**Submit Branding Requirements Artwork for Approval****PRESS CONFERENCE BACKDROP (Logos below must cover a minimum of 50% of the logo space on the backdrop)**

- IMSA Logo
- Championship Logo
- Challenge Logo (if applicable)

-Must be 10' high and the width of the Podium

VICTORY LANE BACKDROP

- Championship Logo
- Championship Entitlement Sponsor Corp logo
- Challenge Logo (if applicable) if not applicable, use IMSA Logo
- Must be minimum of 10' high above top step of podium riser and the width of the Podium

AWARDS/TROPHIES

- Event Logo
- Applicable Series Logo (Championship Logo, Challenge Logo)
- Event Date
- Position
- Property Name
- Class
- Substantial weight, size and finish to represent the achievement

Height

- 1st Place Min 19" tall;
- 2nd Place Min 18" tall
- 3rd Place Min tall 15.75"

EVENT PROGRAM (if produced by or for Promoter)

- Championship Logo on cover
- Provide (8) pages of advertising or editorial content in Event Program for IMSA

ENTRANCE SIGNS

- Championship Logo

AT-TRACK SIGNS

- Championship Logo

EVENT PRODUCTION REQUIREMENTS**90+ DAYS PRIOR TO EVENT**

- IMSA will provide Promoter with questions they would like included in the survey Promoter conducts during the Event
- Notify Promoter what display space will be required (see below)

60+ DAYS PRIOR TO EVENT

- Submit proposed additional off-track entertainment approval
- Notify IMSA of announcer

30+ DAYS PRIOR TO EVENT

- Send General Admission Passes/Parking Passes to IMSA
 - (700) general admission passes for each day, including paddock access
 - (50) general admission with paddock and suite access
 - (50) VIP parking passes located in an area easily accessible to the Paddock and to the final location of the IMSA Paddock Club
- Notify IMSA of executives (full names) that will present the trophies (max. of 4 people), additional awards presentations (including if Promoter will provide Event hats) and/or require additional pictures, for IMSA's approval.

1 + DAYS PRIOR TO EVENT**SIGNAGE**

- (20) A-Frames on Track (non-conflicting sponsor content, except for entitlement sponsors)
- (10%) of trackside signage (in TV camera view) to be allocated to IMSA for use at IMSA's discretion
- (5) IMSA TV broadcaster signs
- (200) feet of barrier signage Championship logos or Championship entitlement sponsor logos to be placed in mutually agreeable location on course

MIDWAY SPACE

- (2) Merchandise Trailer/Tent (60' x 20') (or combination of sq. ft. to meet configuration)
- IMSA Fan Zone (100' x 60') plus 60 chairs for Fan Forum Events, if requested
- up to (5) Display Space (20' x 20') for Championship Entitlement Sponsor or other non-conflicting IMSA partner

EVENT**IMSA PADDOCK CLUB (if requested by IMSA)**

- Min. 130' x 80' 10,400 square ft. in total paved space w/Racetrack viewing close to the walkover bridge by Turn 3 or other mutually agreed to areas that is easily accessible to the Paddock (if Racetrack viewing is not available the parties will agree to an alternative location close and easily accessible to the Paddock)
- Power generator (at IMSA's expense)
- Sanitary installations (reasonable access, cleaned daily) (at IMSA's expense)
- IMSA shall be allowed to have meals catered by a third-party w/out a buy-out fee or commission
- IMSA shall pay Promoter \$30,000 for these IMSA Paddock Club benefits.

VICTORY LANE**Champagne per class (Min of 750ml size)**

- (6) bottles per class for a race under (5) hours in length
- (12) bottles per class for a race over (5) and under (12) hours in length
- (15) bottles per class for a race over (12) hours in length
- Raised Platform min. of fifteen (15) people (12' x 20')
- A fenced, separate area away from pit lane
- Photographer's riser, placed proportionately to the podium
- (1) entrance for drivers, team owners and presenters (if necessary, TV) and (1) entrance for VIPs, Sponsors and Photographers
- Tables for Trophies
- Trophies (see Branding Requirements for size and design)

Championship

- 1st (3) Prototype Class; (3) GTLM; (3) GTD
- 2nd (2) Prototype Class; (2) GTLM; (2) GTD

3rd (2) Prototype Class; (2) GTLM; (2) GTD

Challenge

1st (3) GS; (3) ST

2nd (2) GS; (2) ST

3rd (2) GS; (2) ST

- PA System linked to entire Facility – including without limitation coverage of victory lane and its immediately surrounding area
- Approved Backdrop (See Branding Requirements) minimum height of 10 feet above top podium step
- Trained personnel to operate the PA System
- Sufficient lighting if Victory Lane celebration is held at twilight
- 120v/120amp electrical service
- Additional Awards/hats approved by IMSA

OTHER

- Public Announcer (public announcements to be provided by IMSA)
- Minimum 10 x 20 Pop-up tent for driver's corral next to or near victory lane podium
- Water and other beverages sufficient for all drivers exiting cars at post-race podium area

PRE-RACE PARADE LAPS

- **Promoter Car.** Promoter shall be permitted to include a car at the beginning of the formation laps before the race ("Promoter Car"). For clarification, the Promoter Car will be in front of the IMSA cars for an "out and in" lap (does not cross the start/finish line) before the start of the race. The Promoter Car will then exit the Racetrack and IMSA will continue the process to start the race.