

Attachment A



2023-2024
Official SPONSORSHIP
AGREEMENT

THIS Agreement (“**Agreement**”) is made on April 1, 2023 (**the "Effective Date"**) between COUNTY of MONTEREY (“**County**”) with offices at 1441 Schilling Place, South, 2nd Floor, Salinas, California 93901 and INNOCEAN WORLDWIDE AMERICAS, LLC (“**Agency**”), with offices at 180 5th Street, Suite 200, Huntington Beach, CA 92648, on behalf of its client Hyundai Motor America (“**Sponsor**” or “**Hyundai**”), regarding sponsorship of WeatherTech Raceway at Laguna Seca (“**WeatherTech Raceway**”) located at 1021 Monterey-Salinas Highway, Monterey, CA 93942 and the 2023 IMSA Monterey Sportscar Championship, Rolex Monterey Motorsports Reunion and Firestone Grand Prix of Monterey, known to herein as the “**Events**”.

1. **Term**: The term of this Agreement (“**Term**”) shall be deemed to have commenced on the Effective Date and will conclude March 31, 2024, unless earlier terminated as provided below or extended by written mutual agreement of the parties. Sponsor shall have an option for a 1-Year Extension for 2024 (the “**Option**”) and must notify County no later than September 1, 2023 of its intention to exercise the Option for the 2024 Sponsorship Rights as detailed in **Exhibit A & Exhibit B**. Sponsor shall receive the First Right of Negotiation for an extension beyond 2024 to sponsor the Events in 2025, 2026 and 2027, such First Right of Negotiation beginning August 1, 2024 and continuing through October 31, 2024 (the “**First Right of Negotiation Period**”). If Sponsor is interested in sponsoring the 2025-2027 Events, the parties shall engage in timely good faith negotiations towards a renewal of this Agreement during the First Right of Negotiation Period. If the two Parties do not come to agreement on such further extension prior to the end of the First Right of Negotiation Period, County shall have full rights to approach other potential sponsors in regard to the held Sponsorship Rights of the 2025 Events and beyond. Each calendar year of the Term shall be referred to as an “**Agreement Year**.”
2. **Sponsorship Benefits**: County agrees to provide the sponsorship benefits (the “**Sponsorship Entitlements**”) outlined in **Exhibits A & B** during the Term in connection with the WeatherTech Raceway and the Events in a manner reasonably satisfactory to Sponsor.
3. **Consideration**: In consideration of County providing the Sponsorship Entitlements listed herein (including **Exhibits A & B**), Sponsor agrees to pay the County the following sponsorship investment fees (the “**Sponsorship Fees**”): Four Hundred Sixty Thousand Dollars (\$460,000.00 USD) for 2023, and Four Hundred Seventy Thousand (\$470,000.00 USD) for 2024 if the Option is picked up, subject to County’s submission to Sponsor of invoices. Payment of the Sponsorship Fees shall be made by Sponsor on or before April 1st, annually. Sponsorship investment terms for 2024 shall remain consistent as detailed under Sponsorship Provisions on **Exhibit B**. Additional Sponsorship Fees for subsequent extensions to sponsor the 2025-2027 Events shall be consistent with the Sponsorship Fees set forth in **Exhibit B** for the 2023 and 2024 Events, subject to good faith negotiation between the parties during the First Right of Negotiation Period. County acknowledges and agrees that Agency is entering into this Agreement as agent for Hyundai, a disclosed principal, in accordance with the principle of sequential liability, and therefore Agency will only be liable for payment of the Sponsorship Fees to County hereunder to the extent Agency has first been paid by Hyundai for such amounts. For amounts not paid to Agency by Hyundai, County shall have the right to, and agrees to, seek payment solely from Hyundai and not from Agency.
4. **Compliance with the Law**: The County is solely responsible for the administration, management, and fulfillment of the Events and WeatherTech Raceway and represents and warrants that all elements of the Events and WeatherTech Raceway will be conducted in full compliance with all applicable laws, rules, and regulations (including all laws, rules, regulations, and orders pertaining to Coronavirus/Covid-19). The County will abide by best practices, guidelines, and protocols (including those pertaining to health and safety) relating to Coronavirus/Covid-19, including, without limitation, those issued by federal, state and local authorities (including, without limitation, California Department of Public Health and the Monterey County Health and Emergency agencies) and the CDC (including, without limitation, those related to social distancing, hygiene and wearing of personal protective equipment).

5. Termination. Either party shall have the right to terminate this Agreement upon written notice to the other party a) if the other party has committed a material breach of this Agreement, which has not been cured within 15 days after receiving written notice of such breach, or b) if the other party becomes insolvent or becomes involved in bankruptcy proceedings. In the event Sponsor terminates this Agreement pursuant to this paragraph, County shall promptly refund to Sponsor all payments made by Sponsor during the current year of the Agreement less any hard cost incurred by County to fulfill its obligations under the Agreement prior to its receipt of the termination notice. Promptly following termination, the parties shall cease all ongoing use of each other's Trademarks, and the Sponsorship Entitlements described in Exhibit A shall be discontinued unless otherwise agreed in writing between the parties.
6. Independent Contractors: Each party shall be an independent contractor relative to the other party hereto. Nothing in this Agreement shall be construed as creating a partnership, employer/employee, principal/agent, nor joint venture relationship between County and Sponsor. None of the parties shall have any right to obligate or bind any other party in any manner whatsoever without prior written approval.
7. Assignment: Neither Sponsor nor County shall assign this Agreement or any of the rights or responsibilities hereunder without prior written approval of the other parties. Any other attempt to assign this Agreement without such prior written approval shall be void and unenforceable. For the avoidance of doubt, the foregoing provisions shall not apply in the event that Hyundai elects to replace Agency with another marketing agent acting on Hyundai's behalf, and such replacement of Agency shall be permissible without County's prior written consent.
8. Waiver/Breach: Waiver by either party of any breach of this Agreement shall not constitute a waiver of any other prior or subsequent breach of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the non-breaching party. The failure of any party heretoto insist upon strict compliance with this Agreement, or any of the terms and conditions hereof, shallnot be deemed a waiver of any rights or remedies that such party may have.
9. Severability: If any provision of this Agreement shall be held invalid or unenforceable,such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.
10. Representations and Warranties: Each party represents and warrants to the other that: (a) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary actions; (b) this Agreement is a valid and binding obligation of each party enforceable against it in accordance with its terms; and (c) each party has the necessary authority to grant the rights to the other party that are the subject of this Agreement. Further, each party represents and warrants that it will comply with all applicable federal, state, and local laws, rules and regulations (collectively, "Applicable Laws") governing their respective performance obligations pertaining to, in the case of County, the Events and WeatherTech Raceway, including, without limitation, obtaining all governmental permits and authorizations required to produce the Events and operate the Raceway, and in the case of Sponsor, activation and usage of the Sponsorship Entitlements detailed under Exhibit A, as provided by County hereunder. County further represents and warrants to Sponsor that the Sponsorship Entitlements described in Exhibit A, including all display spaces at the Raceway made available pursuant to this Agreement, will be suitable for their intended purpose and will not violate, including by virtue of their location or any fixtures thereon or appurtenant thereto, any applicable requirements, limitations or conditions of any Applicable Laws.
11. Liability: Except with regard to indemnity claims arising hereunder, neither party shall be liable to the other party for any indirect damages including lost profits or for special, indirect, incidental, consequential or punitive damages arising out of or in connection with this Agreement or the subject matter hereof, regardless of the form of action (including, without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability or statutory), and whether or not the other party has been advised of the possibility of such damages.

12. Insurance/Indemnity:

- (a) At their own expense, Sponsor shall secure and maintain the following insurance policies in full force and effect throughout the Term of this Agreement: Workers' Compensation with statutory limits or a State Certificate of self-insurance and Employer Liability coverage limits of \$1,000,000 per occurrence, Commercial General Liability with \$5,000,000 combined single limit per occurrence, and Business Automobile Liability covering all owned, hired, and non-owned vehicles with limits of \$5,000,000 combined single limit per occurrence. Sponsor may satisfy the coverage limits above through a combination of its underlying policies and its umbrella/excess liability insurance policy. Sponsor shall name the County of Monterey, its agents, employees, and contractors as additional insured and shall be primary and non-contributory to any other policies in effect, for its activities only.
- (b) At its own expense, the County shall maintain a program of self-insurance as follows: the County maintains a reserve fund to cover occurrences within a self-insured retention level of \$2.5 million. Above the self-insured retention, the County maintains a primary excess layer up to \$10 million (total layers up to \$50 million) through a Joint Powers Authority agreement with other counties called Public Risk, Innovations, Solutions, and Management ("PRISM") (formerly CSAC – EIA). This policy and its limits are inclusive of Employment Practice Liability (EPL), Errors and Omissions Liability (E&O), and property damage. The County is self-insured for purposes of Workers' Compensation with statutory limits. Upon execution of the Agreement, the County will provide Sponsor with a letter certifying the self-insurance program.
- (c) Sponsor shall indemnify, defend, and hold harmless County, its officers, agents and employees against all liabilities, judgments, and all expenses and costs including reasonable attorneys' fees, arising out of third party claims to the extent arising out of or resulting from: (i) the material breach by Sponsor of any representation, warranty, covenant or agreement made expressly by Sponsor hereunder; (ii) the use of any Trademark of Sponsor as expressly authorized by Sponsor; (iii) any promotional or publicity materials produced by or supplied by Sponsor (except with respect to approved County Trademarks contained therein) and used by County as authorized by Sponsor; and (iv) the negligence or willful misconduct of Sponsor, its officers, directors, agents or employees.
- (d) County shall indemnify, defend, and hold harmless Sponsor, its parent, subsidiary and affiliated companies, and its officers, directors, agents and employees against all liabilities, judgments, and all expenses and costs including reasonable attorneys' fees, arising out of third party claims to the extent arising out of or resulting from: (i) the material breach by County of any representation, warranty, covenant or agreement made by County hereunder; (ii) the use of any Trademark of County as expressly authorized by County; (iii) any promotional or publicity materials produced by or supplied by County (except with respect to approved Sponsor Trademarks contained therein); (iv) any equipment or other materials supplied by County, including the facilities at the Raceway; or (v) the negligence or willful misconduct of County, its officers, agents or employees.

13. License; Advertising; Approvals.

- (a) During the Term, County hereby grants Sponsor the exclusive right, license and permission to use and reproduce the County's Trademarks and all goodwill associated therewith throughout the world in connection with Sponsor's products and services as they pertain to the advertisement and promotion of Sponsor in its capacity as the Official and Exclusive Automotive Partner of the Raceway and its sponsorship of the Raceway and Events (the "License"). As a part of the License, Sponsor shall receive the in-market, on-site and non-exclusive promotional and marketing rights worldwide to utilize the County's Trademarks in and in connection with Sponsor's themed advertising, advertising collateral, consumer promotions and sweepstakes, trade promotions, employee incentive programs, and social media marketing and as set forth in Exhibit A hereto. Such grant is subject to the terms and conditions of this Agreement and the prior review and

written approval of County.

- (b) During the Term, Sponsor hereby grants County the non-transferable, non-sublicensable, non-exclusive and royalty-free right and license to use and reproduce the Sponsor's Trademarks and all goodwill associated therewith throughout the world in connection with the advertisement and promotion of Sponsor's role as the Official and Exclusive Automotive Partner of the Raceway and its sponsorship of the Raceway and Events, as well as tickets sales and other uses ancillary to the operation of the Raceway and promotion of the Events and as set forth in Exhibit A hereto, subject at all times to Sponsor's approval rights described below.
 - (c) During the Term of this Agreement, each party hereto shall have the right to capture and use photographs, footage, and other recordings during the Events in and in connection with the production and use of advertising and marketing materials, and shall have the right to use the other party's Trademarks (as defined below), and/or other representations of the other party hereto only in connection with the promotion, advertising, or publicity of the Events and as otherwise described in this Agreement and Exhibit A hereto, and only with the prior written consent of such otherparty, which consent shall not be unreasonably withheld. Each party hereto shall provide its written approval or disapproval of such promotion, advertising, or publicity materials, including each of the Sponsorship Entitlements, within three (3) business days after its receipt of such materials from the other party. In no event shall either party hereto use the other party's Trademarks in any way without in each instance obtaining the other party's prior written consent. Upon termination of this Agreement for any reason, each party's right to use the other party's Trademarks and/or trade names shall immediately cease. Notwithstanding the foregoing, Sponsor may use Raceway's Trademarks after the Term on its corporate and PR websites to factually refer to Sponsor's participation in or sponsorship of the Events for PR or informational purposes.
14. Trademarks. Each party's respective trademarks, trade names, service marks, logos, and symbols ("Trademarks") are, and shall remain, the sole and exclusive property of such respective party hereto ("Trademark Owner"). Each party recognizes the value of the goodwill associated with the Trademark Owner's Trademarks and acknowledges that all rights therein belong exclusively to the Trademark Owner, and that the other party has not acquired, and shall not acquire, any right, title or interest in any of Owner's Trademarks. All goodwill and rights under trademark and copyright law, and all other intellectual property rights, that arises in favor of Trademark Owner as a result of this Agreement or otherwise shall inure to the sole and exclusive benefit of Trademark Owner. Neither party hereto shall, during or after the Term of this Agreement, do anything which could in any way conflict with the Trademark Owner's use or ownership of Trademark Owner's Trademarks and shall not attack, dispute, or challenge the Trademark Owner's right, title and interest in and to Trademark Owner's Trademarks or assist others in so doing. Sponsor Trademarks shall be used by County in the exact form, style and type then prescribed by Sponsor solely as needed to provide Sponsor with the Sponsorship Entitlements described on Exhibit A.
 15. General: The parties to the Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. section 7001 et seq.; California Government Code Section 16.5; and California Civil Code section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF). This Agreement, including all Exhibits is the entire agreement between the parties relating to the sponsorship of the Raceway and the Events and may only be modified by written agreement signed by both parties. Each person signing below represents to the other party that they are authorized to sign this Agreement and bind their respective companies to fulfill the obligations contained herein. Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement.

16. Survival: All obligations under this Agreement that are continuous in nature, including, without limitation, those relating to Trademarks, Indemnification, and Insurance, shall survive the expiration or termination of this Agreement.
17. Force Majeure: Neither party shall be liable to the other for delay in the performance of this Agreement, or for any delay, shortening or cancellation of any race event ("Altered Event"), or for any damages suffered by such other party, to the extent any delay, Altered Event or nonperformance is due to causes beyond the control of the first party, including but not limited to, acts of God, war, terrorism, civil strife, conditions of serious threat to health or safety, pandemic, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages or inability to obtain necessary labor or materials. If any force majeure event results in the failure of the County to deliver any rights or benefits, in whole or in part, the County agrees to arrange for substitute benefits of comparable value, which substitution shall be subject to Sponsor's reasonable approval. If any force majeure event results in either a postponement of an Event for more than sixty (60) days or a full cancellation of an Event, Sponsor shall be entitled to a full refund of all monies paid prior to the cancellation for the specific year of the Agreement in which the cancellation occurs. If any force majeure event results in a cancellation of a portion of an Event, then the County shall reimburse Sponsor the pro rata portion of its fee paid for rights and benefits not delivered due to the force majeure event.
18. Notice: All notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (iv) five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

INNOCEAN WORLDWIDE AMERICAS, LLC
180 5th Street, Suite 200
Huntington Beach, CA 92648
Attn.: Jason Girone

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

COUNTY OF MONTEREY
1441 Schilling Place, South, 2nd Floor
Salinas, CA 93901
Attn: Ryan Bell

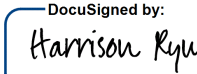
INTENTIONALLY LEFT BLANK

Accepted and Agreed:

INNOCEAN WORLDWIDE AMERICAS, LLC

on behalf of HYUNDAI MOTOR AMERICA

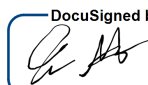
COUNTY OF MONTEREY

By: 
B8EA4B3448264E1...

Its: Harrison Ryu
Print Name and Title

180 5th Street, Suite 200
Huntington Beach, CA 92648

Date: 1/24/2023

By: 
DFF21BAF126E489...

Its: Jason Girone
Print Name and Title

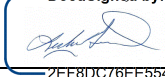
Date: 1/24/2023

By: _____
Ryan Bell
Admin. Operations Mgr. - LSRA

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

Date: _____

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

By: 
2EF8DC78EE5547F...
County Counsel

Date: 1/25/2023

***INSTRUCTIONS:**

If LICENSEE is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313.

If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers.

If LICENSEE is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership.

If CONTRATOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

“EXHIBIT A”
SPONSORSHIP ENTITLEMENTS

In consideration of Hyundai’s sponsorship under this Agreement, the County shall provide the following promotional benefits/site enhancements to Hyundai in each Agreement Year throughout the Term of this Agreement:

1. Official Rights

- a. **Official & Exclusive Status:** Hyundai will be the Official and Exclusive Automotive Partner of the Raceway.
- b. Hyundai logo will be referenced in selected advertising, media references and television shows and controlled or placed by the County or Agency, including advertising that supports Major Race Events. Additionally, Hyundai’s race teams will be featured in Event posters and programs whenever applicable.
- c. Hyundai will have the right to use the name and logo for WeatherTech Raceway Laguna Seca and its Trademarks.
- d. Branding inclusion in all future video games featuring the Raceway (i.e. Microsoft Forza, Sony PlayStation Gran Turismo).

2. IMSA Weekend Presenting Rights

- a. **Race Weekend Entitlement:** Hyundai shall be designated as the Presenting Sponsor of the IMSA weekend, known as *“Motul Course de Monterey, Presented by Hyundai”*
- b. **Media Inclusion** – Hyundai shall be included in all media and marketing materials developed to promote the Event
- c. Hyundai name inclusion in Race Weekend title and logo
- d. Hyundai shall receive broadcast name and logo right in the television broadcast
- e. Hyundai shall receive name and logo recognition on all in-market advertising, promotional programs and marketing materials
- f. Recognition as the Weekend Presenting Sponsor in all written materials, including press releases and all related communications
- g. Hyundai supported cars shall be included on the official Event poster and souvenir programs
- h. Hyundai shall receive visibility and exposure through all pre-event media and advertising
- i. Hyundai representative(s) shall have the opportunity to present the trophies during the Michelin Pilot Challenge race, or future race in which Hyundai has race participation, presentation ceremonies in Victory Circle
- j. Each trophy shall include the Event logo
- k. Hyundai shall have the opportunity to have one representative give the ceremonial “Drivers Start Your Engines” call and one representative serve as the “Honorary Starter” for the Michelin Pilot Challenge Race Event
- l. Twenty (20) VIP Hyundai representatives each day shall have the opportunity to participate in Pace Car “Hot Laps” during the afternoon lunch break on Saturday and Sunday of the Event
- m. Hyundai shall receive one (1) Pit Row Suite area during the IMSA sanctioned event annually:
 - i. Pit Row Suite #12
 - ii. Includes forty (40) Hospitality Passes per day
 - iii. Hyundai shall be responsible for all food and beverage within their hospitality area
 - iv. Hyundai shall be provided with a track-approved caterer for all food and beverage needs
- n. One (1) 70’x100’ Marketplace Display location for IMSA Weekend
 - i. Twenty (20) Worker Passes and ten (10) Vendor Parking Passes
 - ii. Includes display space only; Hyundai is responsible for activation which may include

vehicle displays and fan engagement activities

- o. IMSA Weekend specific Track Signage Entitlements
 - i. Hyundai logo incorporated into Victory Circle backdrop and Media Center backdrop
 - ii. One (1) 12'x24' Turn 11 Billboard
 - iii. One (1) 12'x72' Turn 3 Billboard
Four (4) 7'x40' Corkscrew Billboards
 - iv. Twenty (20) 3'x12' A-Frames
 - v. Fifty (50) 30"x12' Track Barrier Signs
 - vi. Fifty (50) 3'x10' Tire Barrier Signs
 - vii. Two (2) 4'x22' Start/Finish Flagbox Signs
 - viii. Two (2) 4'x15' Pit Row Suite Fascia Signs
 - ix. Two (2) 8'x100' Turn 7 Faux Bridge Billboards
 - x. Two (2) Start/Finish Bridge Billboards – Size TBD once new bridge construction is complete
- p. Hyundai shall receive 50% of voice on IMSA Event Page, including One (1) banners located on the home page and on track calendar page on official website: www.WeatherTechRaceway.com
- q. One (1) two-page spread, 4-color program spread ad in the Official IMSA Event Souvenir Program or Race Guide

3. Hyundai Year-Round Signage & Branding Entitlements

- a. Ten (10) 3'x8' Trackside A-Frames (Rolex Reunion, IndyCar)
- b. One (1) 9'x300' Turn 1 Billboard Area
- c. Two (2) 105"x125' Vehicle Bridge Interior Billboards – Leading to the Paddock
- d. A-Road Platform Branding Elements
- e. A-Road Entrance Gate Arch Branding Elements
- f. Hyundai Product Showcase Display Areas
 - i. A-Road Entry Platform
 - ii. Pace Car Safety Car Paddock Display
- g. One (1) Full-Page – Inside Cover Ads in each Event souvenir program or Race Guide in all County-produced (excluding future Porsche Rennsport event programs)
- h. Fifty (50) Scoring Trylon Spots, per day, per Event
- i. One (1) eNewsletter Digital Banner
- j. Hyundai shall receive one (1) Pit Row Suite area during the IndyCar Season Finale:
 - i. Includes forty (40) Hospitality Passes per day
 - ii. Hyundai shall be responsible for all food and beverage within their hospitality area
 - iii. Hyundai shall be provided with a track-approved caterer for all food and beverage needs
- k. Two (2) Annual Web Banners
- l. Signage rights are a combination of year-round and selected Events (Events excluded from “on-track” branding for future Porsche Rennsport Reunion).
- m. Opportunity for Hyundai to activate at various mutually agreed upon track events, including Rolex Reunion and INDYCAR Event Weekends
 - i. *Hyundai is responsible for all signage production and installation costs

4. Hospitality and Access

- a. Ten (10) VIP Hard Card passes for all events at the Raceway (subject to any event restrictions advised by County for possible Special Event i.e. Porsche Rennsport Reunion)
 - i. VIP passes that allow access to all areas at the Raceway, including those specified as sponsored only areas. These passes shall allow access to the pit area, unless restricted by the sanctioning body.
- b. Ten (10) Blue 2 Annual Parking Passes for use at all events at the Raceway (subject to any event restrictions advised by County for possible Special Event i.e. Porsche Rennsport Reunion)

- c. Two Hundred (200) General Admission Passes for in-marketing promotional development IMSA and INDYCAR events (subject to any event restrictions advised by County for possible Special Event i.e. Porsche Rennsport Reunion).

5. **Hyundai Track Days**

- a. Hyundai shall have the opportunity to utilize the Raceway as follows:
 - i. During the 2023 Agreement Year and, if the Option is exercised, during the 2024 Agreement Year, Hyundai shall receive seven (7) track days annually per Agreement Year
 - ii. 105dBa or less sound level days
 - iii. In accordance with County Track Rental Agreement Policies and requirements
 - iv. Prioritized booking of schedule available after Major Motorsports Event schedule, annually

“EXHIBIT B”
SPONSORSHIP PROVISIONS

1. In return for the Sponsorship Rights outlined in Exhibit “A”, Agency, on behalf of Hyundai, shall pay to the County the following Sponsorship Fee:
2023 - \$460,000.00
2024 - \$470,000.00 (subject to Sponsor exercising Option to extend)
2. Payment Schedule. All Sponsorship Investment Fees are due in full no later than April 1st, Annually
 - a. All fees will be due upon invoice. All fees due payable to County of Monterey.
3. Hyundai is fully responsible for the initial cost associated with production and installation of included signage entitlements throughout the Term. County will manage and store signage assets year-over year to allow signage to be reused in future years.
4. Hyundai will be provided with a full list of track-approved third-party vendors for assistance with rental equipment, electricity, internet, beverage services and catering.
5. Hyundai is responsible for a catering expense within its hospitality area. Hyundai will be provided with a track-approved caterer to manage all hospitality needs and can work directly with that catering vendor to negotiate a catering buyout if outside catering vendor is desired by Hyundai.

“EXHIBIT C”
LOAN VEHICLES

A. Loan Vehicles

- 1) Subject to the terms and conditions of the Vehicle Loan Agreement (provided under separate cover), Hyundai shall provide the following “Loan Vehicles” types at the beginning of each race season during the Term of the Agreement, to be used by the County for the following Agreement Year:
 - (i) Two (2) fully equipped current model pace cars. The models of such pace cars to be determined by Hyundai in its sole discretion. Hyundai shall be solely responsible for the cost of modifications to ensure that such vehicles meet the respective sanctioning body’s pace car performance and safety requirements. County shall be responsible for maintenance that is required due to use beyond that of the normal pace car scope, i.e. hot laps, parades and other promotional activities.
 - (ii) Eight (8) vehicles for day-to-day use for the duration of the partnership. Vehicle models TBD to be mutually agreed upon prior to ordering. Maintenance to be handled by Track at local Hyundai dealership per the vehicle warranty agreements.
 - (iii) Hyundai will have the option to trade any vehicle throughout the Term based on base model upgrades or preferred model use at its discretion.
- 2) Following expiration of the Term or earlier termination of this Agreement, the Loan Vehicles shall promptly be returned to Hyundai in accordance with Agency’s or Hyundai’s directions.