

Attachment A

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2022-2024
SPONSORSHIP
AGREEMENT

THIS Agreement (“**Agreement**”) is made on January 1, 2022 (**the "Effective Date"**) between COUNTY of MONTEREY (“**County**”) with offices at 1441 Schilling Place, South, 2nd Floor, Salinas, California 93901 and MOTUL USA (“**Sponsor**” or “**Motul**”) with primary address of 5836 Corporate Ave. Suite 150, Cypress, CA 90630, regarding sponsorship of WeatherTech Raceway Laguna Seca (“**Facility**”) located at 1021 Monterey-Salinas Highway, Monterey, CA 93942 and the 2022-2024 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 October 1, 2024, unless earlier terminated as provided below or extended by written mutual agreement of the parties. Sponsor shall have an exclusive period of First Right of Negotiation period beginning May 1, 2024 through July 1, 2024 for the renewed Sponsorship Rights detailed in **Exhibit A & Exhibit B** for the 2025-2027 Events. Should Sponsor advise County during the First Right of Negotiation period that it is interested in sponsoring the 2025-2027 Events, the parties shall engage in timely good faith negotiations towards a renewal of this Agreement. If the two Parties do not come to agreement on extension prior to the end of the First Right of Negotiation period, County shall have full rights to approach other potential sponsors in regards to the held Sponsorship Rights of the 2025 Event.
2. Sponsorship Benefits: County agrees to provide the IMSA Weekend Sponsorship Rights and sponsorship benefits outlined in **Exhibit A&B** during the Term in connection with the Event in a manner reasonably satisfactory to Sponsor.
3. Consideration: In consideration of County providing the IMSA Weekend Sponsorship Rights and benefits listed herein (including **Exhibit A&B**), Sponsor agrees to pay the County: Three Hundred Thousand Dollars (\$300,000.00 USD) for 2022, Four Hundred Twelve Thousand (\$412,000.00 USD) of 2023, and Four Hundred Twenty-Five Thousand (\$425,000.00 USD) for 2024 (the “**Payment**”), subject to County’s submission to Sponsor of invoices. Payment shall be made by Sponsor as follows: 50% on or before January 15th and 50% on or before April 1st, annually. Sponsorship Investment Terms for 2023-2024 remain consistent as detailed under Sponsorship Provisions on **Exhibit C**.
4. Compliance with the Law: The County is solely responsible for the administration, management, and fulfillment of the Event and represents and warrants that all elements of the Event will be conducted in full compliance with all applicable laws, rules, and regulations (including all laws, rules, regulations and orders pertaining to Coronavirus/Covid-19). The County will abide by best practices, guidelines and protocols (including those pertaining to health and safety) relating to Coronavirus/Covid-19, including, without limitation, those issued by federal, state and local authorities (including, without limitation, California Department of Public Health and the Monterey County Health and Emergency agencies) and the CDC (including, without limitation, those related to social distancing, hygiene and wearing of personal protective equipment).
5. Termination. Either party shall have the right to terminate this Agreement upon written notice to the other party a) if the other party has committed a breach of this Agreement, which has not been cured within 15 days after receiving written notice of such breach, or b) if the other party becomes insolvent or becomes involved in bankruptcy proceedings. 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 in order to fulfill its obligations under the Agreement prior to its receipt of the termination notice.
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 shall be void and unenforceable.
8. Waiver/Breach: Waiver of any breach of this Agreement shall not constitute a waiver of any other prior or subsequent breach of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the non-breaching party. The failure of any party hereto to insist upon strict compliance with this Agreement, or any of the terms and conditions hereof, shall not be deemed a waiver of any rights or remedies that such party may have.
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 sole and exclusive authority to grant the rights to the other Party that are the subject of this Agreement. Further, each Party represents and warrants that it will comply with all federal, state, and local laws, rules and regulations governing their respective performance obligations pertaining to, in the case of producer, the Event, including, without limitation, obtaining all governmental permits and authorizations required to produce the Event, and in the case of Sponsor, activation and usage of the Sponsorship Rights detailed under Exhibit A, as provided by County hereunder.
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 (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; or (v) the negligence or willful misconduct of County, its officers, agents or employees.
13. Advertising. During the term of this Agreement, each party hereto shall have the right to use photographs (and Sponsor shall have the right to take photographs at the Event), Trademarks (as defined below), and/or other representations of the other party hereto only in connection with the promotion, advertising, or publicity of the Event, and only with the prior written consent of such other party, which consent shall not be unreasonably withheld. Each party hereto shall provide its written approval or disapproval of such promotion, advertising, or publicity materials within three (3) business days after its receipt of such materials from the other party. In no event shall either party hereto use the other party's Trademarks in any way without in each instance obtaining the other party's prior written consent. Upon termination of this Agreement for any reason, each party's right to use the other party's Trademarks and/or trade names shall immediately cease. Notwithstanding the foregoing, Sponsor may use Raceway's Trademarks after the Term on its corporate and PR websites to factually refer to Sponsor's participation in or sponsorship of the Event for PR or informational purposes.
14. Trademarks. Trademarks, trade names, service marks, logos, and symbols ("Trademarks") are, and shall remain, the sole and exclusive property of the respective party hereto ("Trademark Owner"). Each party recognizes the value of the goodwill associated with the Trademark Owner's Trademarks and acknowledges that all rights therein belong exclusively to the Trademark Owner, and that the other party has not acquired, and shall not acquire, any right, title or interest in any of Owner's Trademarks. All goodwill and rights under trademark and copyright law, and all other intellectual property rights, that arises in favor of Trademark Owner as a result of this Agreement or otherwise shall inure to the sole and exclusive benefit of Trademark Owner. Neither party hereto

shall, during or after the Term of this Agreement, do anything which could in any way conflict with the Trademark Owner's use or ownership of Trademark Owner's Trademarks and shall not attack, dispute, or challenge the Trademark Owner's right, title and interest in and to Trademark Owner's Trademarks or assist others in so doing. Sponsor Trademarks shall be used by County in the exact form, style and type then prescribed by Sponsor solely as needed to provide Sponsor with the Weekend Event Title Sponsorship Rights and benefits.

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 Event and may only be modified by written agreement signed by both parties. Each person signing below represents to the other party that they are authorized to sign this Agreement and bind their respective companies to fulfill the obligations contained herein. Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement.
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 use best efforts to arrange for substitute benefits of comparable value, which substitution shall be subject to Sponsor's reasonable approval. If any force majeure event results in either a postponement of the Event for more than sixty (60) days or a full cancellation of the Event, Sponsor shall be entitled to a full refund of all monies paid prior to the cancellation for the specific year of the Agreement in which the cancellation occurs. If any force majeure event results in a cancellation of a portion of the Event, then the County shall reimburse Sponsor the pro rata portion of its fee paid for rights and benefits not delivered due to the force majeure event.
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:

MOTUL USA
5836 Corporate Ave. Suite 150
Cypress, CA 90630
Attn.: Nolan Browning

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: Bryan Flores

Accepted and Agreed:

SPONSOR

COUNTY OF MONTEREY

By: Celso Pierre

By: _____
Bryan Flores
Interium Chief of Parks

Its: Celso Pierre - GM
Print Name and Title

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

5836 Corporate Ave., Suite 150
Cypress, CA 90630

Date: _____

Date: 11 / 17 / 2021

By: [Signature]

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

Its: Nolan Browning, Marketing Manager
Print Name and Title

By: Marina Pantchenko
65EE9F4502BD442...
County Counsel

Date: 11 / 17 / 2021

11/24/2021 | 4:39 PM PST
Date: _____

EXHIBIT "A"
SPONSORSHIP RIGHTS

County shall provide the following Sponsorship Entitlement Rights during the Event to Sponsor for the duration of the Term.

1. **Race Weekend Entitlement:** Motul shall be designated as the Presenting Sponsor of the IMSA weekend.
 2. **Media Inclusion** – Motul shall be included in all media and marketing materials developed to promote the Event.
 3. Motul shall receive broadcast name and logo right in the television/streaming broadcast.
 4. Motul shall receive name and logo recognition on all in-market advertising, promotional programs and marketing materials.
 5. Recognition as the Weekend Presenting Sponsor in all written materials, including press releases and all related communications.
 6. Motul shall receive visibility and exposure through all pre-event media and advertising.
 7. Motul representative(s) shall have the opportunity to present the trophies during the WeatherTech race presentation ceremonies in Victory Circle.
 8. Each trophy shall include the Event logo.
 9. Motul 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 Featured Sunday Race Event.
 10. Twenty (20) VIP Motul representatives each day shall have the opportunity to participate in Pace Car “Hot Laps” during the afternoon lunch break on Sunday of the Event.
 11. One Hundred (100) 3-Day general admission Event tickets.
 12. Track Signage Entitlements
 - a. Motul logo incorporated into Victory Circle backdrop and Media Center backdrop
 - b. Two (2) 8’x27’ Start/Finish Bridge signs
 - c. One (1) 12’x24’ Turn 11 Billboard
 - d. One (1) 12’x48’ Corkscrew Billboard
 - e. Turn 2 Sponsor
 - Two (2) 7’x72’ Hairpin Billboards
 - Five (5) 7’x40’ Billboards
 - Two (2) 7’x20’ Billboards
 - Twelve (12) 3’x8’ trackside A-Frames
 - Twenty (20) 30”x12’ Tire Barrier Signs
 - f. One Hundred (100) 30”x12’ Track Barrier Signs
 - g. Two (2) 4’x15’ Pit Row Suite Fascia Signs
- *Sponsor is responsible for all costs associated with the production and installation/removal of all signage options.
**Sponsor is responsible for any cost associated with additional future signage elements if inventory is altered or if copy is changed.
***During the Term of the Agreement, is expected that a new Start/Finish Bridge will be put in place requiring an adjustment in allocated signage sizes and possible locations.
13. One (1) Premier Pit Row Suite for IMSA weekend
 - a. Includes twenty-five (25) Individual Day Suite Passes
 - b. Includes five (5) VIP Parking Passes
 - c. Food & Beverage not included. Motul shall be provided with a Facility approved caterer to assist in all hospitality needs

14. One Hundred (100) 2-Day GA Passes for customer programs and in-market promotional program development
15. One (1) web banner located on the Raceway's official website: www.WeatherTechRaceway.com
16. Motul marks will also be included with logo and link on "sponsor" web page.
17. One (1) eNewsletter banner ad placement in four (4) monthly issues (March, April, July, August)
18. One (1) Full-page Inside Front Cover ad in the Official Event Souvenir Program.
 - a. Opportunity to insert Motul-provided editorial focused on Motul's racing heritage and product integrations.
19. Motul shall receive the following Scoring Trylon package per day of the Event
 - a. Fifty (50) logo drops in total per day
20. One (1) 30' x 30' Expo Display Location for the entire weekend, includes
 - a. Ten (10) Worker Passes and four (4) Vendor Parking Passes
 - b. Includes display space only; Sponsor is responsible for activation which may include vehicle displays, racing activation, t-shirt printing, etc.

EXHIBIT "B"
OFFICIAL MOTOR OIL SPONSORSHIP RIGHTS

County shall provide the following Sponsorship Entitlement Rights year-round to Sponsor for the duration of the Term.

1. **Official Category Sponsor** – Motul shall be named Official Motor Oil for WeatherTech Raceway Laguna Seca and will have official rights throughout the year at most major Events.
 2. Thirty (30) 3-Day general admission tickets per Event
 3. Default Year-Round Signage Entitlements at additional major events
 - a. One (1) 20'x40' Turn 10 Hillside Banner
 - b. Two (2) Turn 2 7'x72' Hairpin Billboards – Rolex Reunion
 - c. Two (2) 7'x40' Billboards
 - d. Two (2) 4'x15' Pit Row Suite Fascia Signs
 - e. Twelve (12) Trackside A-Frames
- Sponsor is responsible for all costs associated with the production and installation/removal of all signage options. Sponsor is responsible for any cost associated with additional future signage elements if inventory is altered or copy changed.
4. Four (4) Sponsor VIP Annual Hard Credentials
 5. Two (2) Annual VIP Sponsor Parking Passes
 6. Four (4) VIP Hospitality Passes per Event. Location TBD depending on individual event.
 7. One (1) web banner located on the Raceway's official website: www.WeatherTechRaceway.com
 8. Motul marks will also be included with logo and link on "sponsor" web page.
 9. One (1) Full-page Program Ad in select Event Souvenir Program.
 10. Motul shall receive the following Scoring Trylon package per day of the Event
 - a. Fifty (50) logo drops in total per day
 11. One (1) 30' x 30' Marketplace Location for the entire weekend, includes
 - a. Ten (10) Worker Passes and four (4) Vendor Parking Passes
 12. **Rolex Reunion Heritage Display Sponsor** – Motul shall be named Presenting Sponsor of the annual Heritage Display at the Rolex Monterey Motorsports Reunion.
 - a. Motul logo on tent exterior header
 - b. Motul logo on all display car description/bios on display
 13. Motul shall have the right to utilize Garages #1 & #2 for a paddock display and activation area
 - a. Sponsor is responsible for activation design and buildout
 14. Rolex Reunion "Most Significant Car Award". Motul will design and provide an annual award to the single entry deemed "most significant" for its contribution to racing.
 15. **Year-Round Paddock Classroom Title Sponsor** – Motul shall be named Presenting Sponsor of Paddock Classroom Building.
 - a. Wherever the Classroom might be located for major race events or individual track rentals, Motul will be represented on all naming, maps, directional signs, schedule references, driver's packets and information pertaining to the "Motul Paddock Classroom", or mutually agreeable name.
 - b. Motul signage on interior and exterior of the Newman Garage 2-Bay as the Base Location.
 - c. Motul is responsible for the mutually agreeable interior buildout of brand integration and possible product placement within the Classroom.
 - d. Motul is responsible for the exterior Motul Classroom branding signs
 - i. All year-round signage must be approved by Raceway representatives

16. Motul Product Sales

- a. Motul will have the opportunity to display and sell through to the public a limited product line through the Raceway's Official Store on a year-round basis. Product display will be mutually agreeable in footprint size and location.
- b. Product will be provided to the Raceway at cost for optimal sales opportunity
- c. Motul will provide Point of Sales ("POS") materials and displays

EXHIBIT "C"
SPONSORSHIP PROVISIONS

1. In return for the Sponsorship Rights outlined in **Exhibit "A" & "B"**, Motul shall pay to the County the following Sponsorship Investment Fee:

2022 - \$300,000

2023 - \$412,000

2024 - \$425,000

2. Motul will be named Weekend Title Sponsor for the 2023 and 2024 IMSA Event Weekend. All with contained will be included in the adjusted entitlement. A new event logo will be developed before the 2023 event to incorporate Motul as the event Title Sponsor.
3. Motul is fully responsible for the cost associated with production and installation of included signage entitlements. County will manage and store signage assets year-over year to allow signage to be reused in future years.
4. Sponsor is responsible for all catering expense within the included Pit Row Suite. Sponsor shall be provided with a track-approved caterer to assist and manage all food and beverage needs.



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