

EVENT AGREEMENT

This Event Agreement between Ferrari North America, Inc., owner and operator of the Ferrari Challenge Series, to include Corse Clienti, (the "Series") with its principal place of business located at 250 Sylvan Ave., Englewood Cliffs, NJ 07632 and the County of Monterey (the "Promoter") with its principal place of business at 168 W. Alisal St., 3rd Floor, Salinas, CA 93901 is entered and is effective as of July 27, 2023. Series and Promoter may be referred to herein as "party", or collectively as the "parties."

RECITALS

WHEREAS Series is wanting to conduct a Sports Car Type Road Racing Event at WeatherTech Raceway Laguna Seca (the "Facility") and

WHEREAS Promoter owns and/or controls the Facility and wishes to have Series conduct a road racing event (the "Event"), at the Facility.

WHEREAS Series is willing to conduct the Event in accordance with the terms and conditions of this Event Agreement along with the exhibits as set forth below and constituting the Agreement.

NOW, THEREFORE, Series and Promoter, in consideration of the mutual promises set forth below and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, agree as follows:

AGREEMENT

1. The Agreement. The Agreement shall consist of this Event Agreement and the following exhibits as though such exhibits were set herein in their entirety:
 1. Exhibit A: Event Summary
 2. Exhibit B: Series Obligations
 3. Exhibit C: Sponsorship Obligations
 4. Exhibit D: Promoter Obligations
 5. Exhibit E: Advertising and Use of Registered Trademarks
 6. Exhibit F: Insurance and Indemnification
 7. Exhibit G: Approved Caterers
 8. Exhibit H: Agreement Fee Breakdown
2. Obligations of the Parties. The parties agree to be bound by the obligations and responsibilities as set forth in this Agreement.

3. Designation of Promoter Agent. In its discretion, the Promoter may designate an agent to act on behalf of the Promoter with respect to the obligations and responsibilities set forth in this Agreement.

1. Despite any election to designate an agent, the Promoter remains responsible for all final decisions, rights, and obligations under this Agreement.
2. The Promoter, in its sole discretion, may revoke any agency designation or replace its agent upon 60 days' notice as provided for herein.

4. Events of Default. For purposes of this Agreement, the following constitutes a "Default":

- 4.01 Failure of either party to abide by the terms and conditions of this Agreement.
2. 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.
3. Any act, omission or condition expressly described in this Agreement as giving either party the right to terminate this Agreement or the sanction granted by this Agreement.
4. A change, material or otherwise, in the ownership, control or management of either party, unless otherwise expressly permitted by this Agreement or consented to in writing between the parties.
5. 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, a bankrupt under any bankruptcy law.

5. Termination

1. Notice of Termination by either party is effective as of the date the notice is received. Series may not cancel Event inside of 90-days prior to the event. Termination inside of 90-days will result in a loss of the full base Event fee unless cancelation is due to local, county, and/or state health official directives due to ongoing global health concerns. If Series cancels the event of their own volition within the 90-day period and without Promoter requirement, the Promoter will retain the full base Event fee paid to date.
2. Default Caused by Promoter: If there is a Default caused by Promoter, at its option Series may, by written notice to Promoter:
 - i) Terminate this Agreement or the sanction granted by this Agreement.

- ii) Require that the Promoter to hold harmless the Series, its Board, officers, agents, and employees from any loss resulting from Promoter's Default.

5.03 Default Caused by Series: If there is a Default caused by Series, at its option Promoter may, by written notice to Series:

- i) Terminate this Agreement and withhold from any payments due under this Agreement.
- ii) Require that the Series to hold harmless the Promoter, its Board, officers, agents, and employees from any loss resulting from Series' Default.

5.04 Promoter's Rights and Remedies Upon Termination:

- i) Upon Termination, Series shall promptly comply with all monetary obligations that have accrued as of the effective date of termination.
- ii) All other terms and conditions of this Agreement shall survive such termination.
- iii) Nothing in this Article shall be construed to limit Promoter's other rights or remedies.

6. Indemnification.

1. Promoter shall indemnify and hold Series 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 negligent or improper act(s) of Promoter, the Event or this Agreement, except to the extent that such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of Series.
2. Series shall indemnify and hold Promoter, its board, officers, agents, and employees harmless from any and all claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, rights, damages, and costs of any nature arising out of the negligent or improper act(s) of Series, except to the extent such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of Promoter.

7. 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:

1. TO SERIES: Matthew Dusenberry, Series Manager, Ferrari North America, 250 Sylvan Ave., Englewood Cliffs, NJ 07632 with a copy to Gianfranco G Mitrione, Vice-President and General Counsel at the same address.
2. TO PROMOTER: Any notice required to be sent to the Promoter shall be addressed to the Promoter's agent as designated in Exhibit A with a copy to the Promoter

addressed to County of Monterey, Ryan Bell, Parks Administrative Operations Manager (Laguna Seca), 1441 Schilling Place, 2nd Floor, Salinas, CA 93901.

i) Promoter Agent: John Narigi, President/GM, Laguna Seca Recreation Area, 1021 Monterey Salinas Highway, Salinas, CA 93908

- 7.03 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.
8. Entire Agreement. This Agreement constitutes the entire agreement between Series and Promoter. All previous communications and negotiations between Series and Promoter, whether oral or written, not contained herein are hereby withdrawn and void.
9. Amendments. This Agreement may not be amended or modified except in writing and signed by both parties.
10. Assignment; No Joint Venture and Related Matters. A party may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except as otherwise expressly permitted by this Agreement. 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 Series in the relationship of a partner or joint venture 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.
11. Construction of Agreement. The Promoter and Series agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
12. Authority. Any individual executing this Agreement on behalf of the Promoter or the Series represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
13. Governing Law, Jurisdiction and Related Matters. This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and to be performed therein (without giving effect to the conflict of law provisions of such jurisdiction). With respect to any litigation, dispute(s) and/or claims between the parties regarding the Event and/or this Agreement, venue shall lie solely in Monterey County, CA, and all parties hereto consent to service of process by, and the personal and subject matter jurisdiction of, the California Superior Courts in and for Monterey County, California.
14. 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, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement or severe weather (including lightning strikes), power outages, pandemic or inability to obtain necessary labor or materials. In the event of Force Majeure, Series shall receive full compensation of fees paid, minus net reasonably incurred and verified hard costs of fulfillment at the date of the Altered Event.

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

County of Monterey

Ferrari North America, Inc.

BY:

BY:

Signature: _____

Signature:  _____
Matteo Torre (Nov 13, 2023 22:37 EST)

Ryan Bell, Parks Administrative Operations
Manager (Laguna Seca)

Print Name: Matteo Torre

Title: President

Date: _____

Date: Nov 13, 2023

Approved as to Form:

Ferrari North America, Inc.

BY:

BY:

Signature:  _____
DocuSigned by: Michael Whilden
Leslie J. Girard
Deputy County Counsel

Signature: _____

Print Name: _____

Chief Asst. County Counsel

Title: _____

Date: 11/30/2023 | 2:50 PM PST

Date: _____

Approved as to Fiscal Provisions:

Signature:  _____
DocuSigned by: Patricia Ruiz
E79EF64E57454F6...

Auditor/Controller

Date: 12/1/2023 | 7:33 AM PST

Approved as to Liability Provisions:

Signature:  _____
DocuSigned by: David Bolton
68FDC263FF6243C...

Risk Management

Date: 12/1/2023 | 10:04 AM PST

Exhibit A

EVENT SUMMARY

DESIGNATED PROMOTER AGENT: A&D Narigi Consulting LLC
1021 Monterey Salinas Highway
Salinas, CA 93908

FACILITY NAME: WeatherTech Raceway Laguna Seca

EVENT NAME: Ferrari Racing Days

SERIES: Ferrari North America 250 Sylvan Avenue
Englewood Cliffs, NJ 07632

AGREEMENT TERM: Tuesday, May 14, 2024 through Monday, May 20,
2024

EVENT START TIME: 8:30 a.m. each day

EVENT END TIME: 5:30 p.m. each day

TIME LIMIT: 8:30 a.m. – 5:30 p.m. each day; minimum of five
(5) minutes between sessions, minimum of thirty
(30) minute break for lunch each day

DATE OF SPECTATOR EVENTS: Friday, May 17, 2024, through Sunday, May 19,
2024

DELIVERIES: Monday, May 13, 2024, 12 p.m. to 6 p.m.
(Paddock/Interlux Designated Space for Boneyard)

LOAD IN/SET-UP: Tuesday, May 14, 2024, 6:30 a.m. to 6 p.m.
(Paddock Load in, Hospitality setup, and track
signage installation)

ACTIVE DAYS: Wednesday, May 15, 2024, through Monday, May
20, 2024

- *Wednesday, May 15, 2024 – Ferrari Challenge test (limited sound day – 105 db)*
- *Thursday, May 16th – Ferrari Challenge test (limited sound day – 105 db)*
- *Friday, May 17th – Ferrari Racing Days (Unlimited sound day – Formula 1 cars running)*

- *Saturday, May 18th – Ferrari Racing Days (Unlimited sound day – Formula 1 cars running)*
- *Sunday, May 19th – Ferrari Racing Days (Unlimited sound day – Formula 1 cars running)*
- *Monday, May 20th – Club Competizioni GT (Unlimited sound day – GT cars running) and Load-Out*

LOAD OUT: Monday, May 20, 2024 by 11:59 p.m.

FEES: All fees are due to Promoter, paid by Ferrari North America.

AGREEMENT FEE: \$473,975

PAYMENT DUE DATES: January 1, 2024 – 50% Deposit - \$236,987.50
May 1, 2024 – Balance due in full - \$236,987.50
excluding miscellaneous expenditures

INSURANCE SUBMISSION DATE: April 1, 2024

FACILITY ASSETS INCLUDED FOR USE DURING LOAD-IN/EVENT/LOAD-OUT:

- Garages Bays 1-24
- Steward's Room
- Newman Building (4-bay only)
 - Upstairs Classroom
 - 4-Bay: Driver's Meeting Location
- Triple Tall Building
- Timing & Scoring Building
- Paddock Area
- Vendor Marketplace Area/Lakebed
- All Parking Areas
- Swale and off-road areas
- Premier Pit Row Suites – Qty. 10 – Usage: 4 Days – Suites 12-3
- Turn 1 Hospitality Pavilion – Friday-Monday (load-in Tuesday-Thursday)
- Turn 3 Paddock Structure – Friday-Monday (load-in Tuesday-Sunday)
 - Includes cost to operate air conditioning

- Current structure in place as of July 2023 or a similar structure if replaced by WeatherTech Raceway Laguna Seca to include:
 - Glass panel walls on all sides
 - Two-story – presenting views of the track
 - Minimum Capacity – 500

Staffing Inclusions in Event Fee:

- Event Operations Staff
- Concessions and Hospitality Staff
- Parking and Paddock Staff
- Admission and Vehicle Control Staff
- 24 Hour Security

Ancillary Inclusions in Event Fee:

- PA System, 3 days – Friday-Sunday

Exclusions:

- Live stream or specialized audio visual – to be provided by Series at Series discretion

End Exhibit A

Exhibit B

SERIES OBLIGATIONS

Series shall be responsible for the following:

1. Overall Fee for Event. \$473,975
2. Revenue:
 1. Promoter has the right for sponsorship sales providing there are no direct conflicts with Series sponsors, to be mutually agreed upon. Current lists to be provided to each party no later than January 1, 2024.
 2. Promoter has the right to execute and retain all car corral and parking sales. With free parking already included to Ferrari for participants, staff, hospitality guests, Ferrari car corrals. No other car brand may have a car corral.
 3. Promoter shall receive 100% proceeds from all general public ticket sales.
 4. Series shall retain twelve (12) Campsites (designated by Promoter), with full hook-ups for internal use. Promoter shall have access to all remaining camping sites and camping areas for individual Camping Revenue. Promoter shall retain ALL revenue from camping.
 5. Promoter retains the right to source and contract food and beverage vendors for the event. Promoter will allow year-round food and beverage sponsors (with event footprint assets) their agreed upon footprints within the Event. Promoter will keep 100% of the revenue from all food and beverage Vendors, including Bear & Flag. All equipment needs for Vendor use, including tent, shall be at the expense of the Promoter.
 6. Series will be required to purchase beverages through Promoter's preferred beverage partner for resale. Series will keep 100% of revenue generated through non-alcohol beverage sales during the event. Promoter retains 100% of all alcohol sold during event to general admission ticket holders. All equipment needs for Vendor use, including tent, shall be at the expense of the Promoter.
3. Conduct and Control Over Event. Series shall conduct the Event, through its officials and personnel, in accordance with this Agreement. Series shall have sole control over the conduct of the on-track activities of the Event. Series will work together with Promoter on guidance and recommendations on paddock design and set-up. Series is responsible for the Paddock layout and design. Promoter to provide generic AutoCAD file for Series creation of Paddock layout and design.
4. Participant Accident Insurance. Series is responsible for providing participant accident coverage for all Series sanctioned activity, including but not limited to all on-track

participants, officials, course marshals and all Series credentialed personnel. This proof of coverage needs to be received by the Promoter no later than March 31, 2024.

5. Fire and Medical Equipment and Personnel. Series shall be responsible for all costs associated with medical and fire personnel, equipment and services, including without limitation, and at Series expense, cleanup crews, towing and flatbed wreckers, for fire protection and on-site medical services for competitors, officials, the public and others in connection with the Event during the regularly scheduled hours as included in the overall Fee – if overtime takes place, Series is responsible for additional fees. Promoter shall make advance arrangements with local hospitals and physicians for the prompt, efficient and appropriate treatment of any and all injuries occurring during the event. For purposes of clarity throughout this Agreement, the reference to required Promoter supplied assets, personnel, equipment and resources shall be understood to be “minimums”, and this shall be especially true with respect to medical, ambulance, safety and fire suppression matters at the Track.
 1. For the Track and Related Areas: There shall be a minimum of two (2) properly trained corner workers per flagging station, with a full complement of road racing flags, a fully charged 10lb multi-purpose fire extinguisher, and radio with closed ear headsets for direct communication with race control, at each such station.
 2. For Fire and Rescue: There shall be a minimum of two (2) fire-rescue vehicles with suitable fire extinguishing equipment and properly trained crews. There shall be at least one extraction/cutting tool to be located on one of the trucks.
 3. Recovery Vehicles: Minimum of two (2) roll back vehicle recovery trucks and one conventional tow (lift) truck required.
 4. For Ambulance Resources: A minimum of two (2) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulances dedicated exclusively to the racetrack activities.
 5. Spectator Ambulance:
 - i) Promoter to provide one (1) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulance for spectator area assignment during Event days (Friday through Sunday) at the expense of the Promoter.
- 5.06 Emergency Dispatch Personnel:
 - i) Promoter shall have present during the Event a paddock ambulance dispatch person to respond to any incidents within the paddock or facility. This person shall have a detailed familiarity with the facility, the track and track operations.
 - ii) Series shall provide an emergency vehicle dispatch person for all on-track ambulances, rescue and safety crews.

7. Security for Pit, Paddock and Garage Areas: Promoter shall furnish adequate volunteer security personnel and equipment in the pit, garage/paddock and adjoining areas. Promoter shall limit access to the pit area before, during and after the Event solely to authorized individuals and equipment. Promoter is solely responsible and liable for the actions of security personnel, provided.
8. Security for Hospitality: Specific areas to be utilized by Series or their guests that require security, Series would provide at Series expense.
6. Awards. Series shall be responsible for paying all purse awards. Series is responsible for podium, podium activities, champagne, and any other costs associated to award presentations.
7. Timing and Scoring. Series shall provide and be responsible for all timing and scoring requirements.
8. Radio Transmissions. Series will provide Promoter a list of all radio frequencies to be used by teams, officials, and other Series personnel for the Event two weeks prior to the Event. Series understands that if such reported radio frequencies are not legal or conflict with any licensed frequencies in Monterey County, Series will require their participants to change to a legal, licensed frequency prior to arriving at the track.
9. Trophies. Series shall be responsible for all trophies and prizes.
10. Series Operations.
 1. Series is required to manage its own operations.
 2. Series is required to perform all technical and safety inspections.
 3. Series shall provide a race steward and a pit lane steward as well as race officials who will be in charge while on-track activities are taking place.
 4. Series is required to perform registration and related administrative functions for all employees and participants/entrants
 5. Registration will be located at Series chosen location at Series cost.
11. Track Announcer and P.A. System: Series shall provide an announcer for all on-track activity and podium and be responsible for the cost of the P.A. system to be used for the event as included in the overall fee. P.A. System available to operate Friday, Saturday, and Sunday and live commentary to be provided by Series Saturday and Sunday.
12. Additional Signage: Series shall have the opportunity to sell additional signage and sponsor-related entitlements beyond items listed in Exhibit C.
13. Entry fees: Series shall retain all participant and crew entry revenue as outlined in Exhibit "A".

14. Contractors and Suppliers: Series is required to use track approved contractors, caterers, vendors, and suppliers. A flat \$5,000 administrative fee is to be charge by Promoter for utilizing all caterers, contractors, vendors and suppliers. If Series determine they wish to secure their own caterer a \$15,000 buyout fee will be assessed to the Series at Series expense.
15. Event related equipment rentals: Series shall cover the costs of all equipment and order through track approved equipment partners, including but not limited to generators, electrical hook-ups, I.T. requirements, tents, tables, chairs and any associated permits as included in the overall fee.

End Exhibit B

EXHIBIT C

SPONSORSHIP OBLIGATIONS

The parties shall have the following rights and obligations with respect to sponsorships:

1. Promoter will provide an inventory of available signage for the series to sell and utilize – included below. Series is required to use the authorized track signage provider for all signage and installation.
 - Two 7’x42’ Turn 2 Hairpin Billboard signs
 - Two (2) 12’x72’ Turn 3 Billboards
 - Tire Bridge structure
 - Catch-Fence Billboards
 - Turn 2, Turn 3, Turn 4, Turn 5, Turn 8, Turn 9, Turn 10,
 - Two (2) 8’x100’ Turn 7 “wire bridge” Billboards
 - Two hundred (200) 30”x12’ trackside concrete or tire barrier signs
 - Four (4) 12’x24’ Corkscrew Billboards
 - Unlimited Trackside A-Frames

*Any future developed signage locations or unique opportunities to be discussed in advance for inclusion. At time of agreement, WeatherTech and Mission Foods signage must remain in current location.

 1. Series is responsible for all costs associated with Series related signage, including design, production, installation, and removal. If required, reinstallation of Promoter’s established signage.
 2. Promoter shall provide Series with a track-approved and insured signage installation vendor to negotiate rates and services with. Series is responsible for all associated costs.
2. Promoter Sponsors and Signage: Series understand that Promoter retains signage locations throughout the Track and Facility for year-round sponsors, and retains the right to those locations and branding, regardless of possible conflict with Series sponsors (“Promoter Sponsors”).
 - 2.01 Notwithstanding anything in this agreement to the contrary, Promoter shall retain the right to display on-track branding of WeatherTech Raceway Laguna Seca’s Official Sponsors, including WeatherTech and Mission Foods, as they remain in a year-round placement.
3. Vendors: Series shall have the opportunity to sell exhibit and product vendors. Vendors must comply with California codes and provide a resale license.

End Exhibit C

EXHIBIT D

PROMOTER OBLIGATIONS

Promoter shall be responsible for the following:

1. Control and Maintenance of the Facility. Promoter represents and warrants that, in connection with the Event, it currently has and will maintain sole control of the Facility, and that it has and will maintain full authority to permit the Event to be conducted at the Facility in a timely manner. Promoter shall maintain the Facility in good repair at all times applicable to the Event, ready for use. Promoter shall be responsible for the safety of such persons while on the Facility. Promoter warrants that the Facility is and will remain in a condition suitable for the Event, as accepted on the effective date of this Agreement or such other approval date as the parties may agree upon in writing.
2. Compliance with Laws. Series and Promoter shall comply with all local, state and federal laws and regulations applicable to the organization, promotion and occurrence of the Event, and Promoter shall obtain in a timely manner all necessary licenses, permits or other governmental approvals required for the Event. Promoter shall be solely responsible for compliance with any and all federal, state or other tax information, reporting and withholding obligations (including, but not limited to, Federal Form 1099) with amounts payable with respect to the Event and the competitors therein. Series required to follow all health protocols and guidelines mandated by State and County for general public safety.
3. Control of and Responsibility for the 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 during the Event. In connection with these responsibilities, Promoter shall ensure that the movement of the public through the paddock and related areas shall be carefully configured so as to safeguard the public while not interfering with the Event, or the activities of the Event competitors and participants.
4. Business Responsibilities Relating to Promotion: Promoter shall perform all obligations imposed on it by this Agreement, including all obligations to provide cooperation, tickets, passes, services, support equipment and the like at its own expense, without contribution by Series unless otherwise expressly stated in this Agreement and/or in any subsequent letter agreement or exhibit appended hereto. Promoter assumes and will perform all of its business responsibilities in connection with this Agreement and the promotion of the Event, in a first-class manner.
5. Event Insurance: Promoter shall obtain and maintain public liability insurance for the Event for (i) spectator injury and property damage and (ii) participant legal, pit, track, product liability and medical malpractice, with a minimum combined single limit equal to but not less than \$10,000,000.00 per occurrence. (To be confirmed based on 2024 Promoter requirements).

6. Miscellaneous Promoter Rights and Obligations:

1. Provide adequate parking areas (which have been commonly and previously used to host this and other events of comparable size) and parking passes/permits. For the foregoing purposes, three (3) weeks in advance of the Event, Promoter shall furnish Series with accurate plans, engineering and scale drawings, maps, dimensions and the like for said paddock, garage, pit, parking and related areas. In all areas allocated to Series for the conduct of the Event such as, by way of example but not limitation, the paddock, garage, pit stalls and related areas.
2. Honor the series credentials.
3. Provide suitable public address system with two (2) wireless microphones for the purpose of making competitor announcements throughout the garage, pit and paddock areas. Series responsible for cost to operate system through track approved public address operator
4. Provide suitable staff or volunteer personnel to secure the pits as designated by Series, and the garage/paddock area on a continuous, 24-hour/day basis beginning the first day the Facility is open to Series personnel or competitors and ending on Sunday evening of the event.
5. Ensure that the pit lane shall be properly marked and painted in a manner acceptable to Series for its anticipated entrants.
6. Promoter shall work and coordinate with Series in arrangements and activities which will enhance the Event and further the interests of the Series through activities such as: adequate track time for VIP pace car rides; VIP access to the starter-stand throughout the Event weekend; and the like.
7. Promoter shall market and promote the event as a small event similar to other events on the season schedule to include but not limited to:
 - i) Being added to the Season Schedule and all associated marketing material
 - ii) Included on WRLS website as an Official Event including ticket sales page
 - iii) Promoted similar to other events on the Season Schedule through all channels
 - iv) Will produce and coordinate official press release, social media posts, and incorporate the event into regularly scheduled marketing plans developed for the year.
- 6.08 Provide a meeting room or covered space for drivers' meetings with a minimum capacity of 100 chairs and additional standing room, determined location is the Newman Building – 4-Bay.

6.09 Sanitation Services: Trash and sanitation service to be handled by Promoter at Promoter expense.

End Exhibit D

EXHIBIT E

ADVERTISING AND USE OF REGISTERED MARK

1. Cross Trademark Licenses:

1.01 Grant of License by Series. Series hereby grants to Promoter a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, the Series Marks in connection with the publicity, promotion, merchandising and advertising of the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld. This license shall terminate upon the expiration or termination of this agreement.

- i) Terms and Conditions of Use. Promoter shall display the Series Mark in all publicity, advertising and promotion relating to the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld
- ii) Indemnity. Series hereby agrees to indemnify Promoter from any claims or loss arising out of Promoter's use of the Series Marks or Official Logos in strict accordance with the terms and conditions of this Agreement.

1.02 Grant of License by Promoter. Promoter hereby grants to Series a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, Promoter's marks in connection with publicity, promotion and advertising of the Event. Any use of the Promoter's marks must be approved by Promoter, such approval not being reasonably withheld. This license shall terminate upon the expiration or termination of this Agreement. Guidelines for use shall be provided by the Promoter.

- i) Terms and Conditions of Use. Series shall have the right to use and sublicense Promoter's marks in connection with publicity, promotion or advertising of the Event, however, the Series shall not, without the prior written consent of Promoter, use or sublicense the use of Promoter's marks on the branding of any retail package product, unless otherwise expressly permitted in this Agreement. Any use of Promoter's marks must be pre-authorized by Promoter.
- ii) Limited Authorization. This license does not authorize Series to use Promoter's marks in its corporate business or firm name and title nor to use or permit the use of Promoter's marks other than in accordance with the terms and conditions of this Agreement.
- iii) Indemnity. Promoter hereby agrees to indemnify Series from any claims or loss arising out of Series use of Promoter's marks in strict accordance with the terms and conditions of this Agreement.

- 1.03 Misrepresentations. Neither Promoter nor Series shall make any misrepresentations in connection with publicizing, promoting or advertising the Event.
- 1.04 Series shall refer to the raceway as WeatherTech Raceway Laguna Seca at all times.

End Exhibit E

EXHIBIT F**INSURANCE AND INDEMNIFICATION**

INSURANCE REQUIREMENTS: Series, at its own expense, shall provide Primary Insurance Coverage for the Event as follows:

1. EVENT GENERAL LIABILITY MINIMUM COVERAGE REQUIREMENTS: (To be confirmed based on 2024 Promoter requirements).

<u>Coverage:</u>	<u>Minimum Required Limit:</u>
Bodily Injury and Property Damage Liability	\$10,000,000 Each Occurrence Limit (including Contractual Liability, written and oral)
Damage to Rented Premises (or Fire Legal)	\$300,000 per occurrence
Medical Expense	None
Personal and Advertising Injury Liability	\$10,000,000 per occurrence
General Aggregate Limit (Including Spectators)	None (Per Event is acceptable) (No Annual Agg)
Products-Completed Operations Aggregate	\$10,000,000
Legal Liability to Participants	\$20,000,000 per occurrence (No Annual Agg) (Including Participant to Participant coverage)
Official Vehicle Property Damage	\$100,000 per occurrence
Racing Errors and Omissions Coverage	\$100,000 per occurrence (No Annual Agg)
Liquor Liability	\$10,000,000 per occurrence (Host at Minimum)
Medical Professional Liability	\$10,000,000 per occurrence (Excess Acceptable)
Directors', Officers' & Stewards' Errors and Omissions	\$100,000 Minimum Age of Participant Must State the minimum age permitted

- i. Series' General Liability coverage is to be shown as Primary on the Certificate. The Certificate must state: "This insurance is primary and non-contributory to any other insurance available to the additional insureds."
- ii. Coverage must waive subrogation as respects the additional insureds.
- iii. Series shall provide to Promoter a certificate of insurance evidencing the required coverages no later than forty-five (45) days prior to the Event to be insured. Upon Promoter's request Series shall provide full copies of all applicable insurance policies.

- iv. General Liability and Umbrella policies need to be placed with a carrier at least A Rated by A.M. Best.
 - v. The policy shall designate as “additional insureds” the: (1) County of Monterey, its officers, agents, and employees; (2) A&D Narigi Consulting LLC, its officers, directors, agents and employees, and (3) those entities and names listed in Exhibit F-1, if any.
 - vi. The certificate of insurance and policy agreement should list any deductibles Series might be responsible to pay or reimburse.
 - vii. If a satisfactory certificate is not received by a date forty-five (45) days prior to the scheduled commencement of the Event to be insured, Promoter shall have the right, but not the obligation, to cause the Event to be insured for liability under the current Promoter Insurance Plan. Certificates evidencing such coverage and a billing for the appropriate premium charge therefore shall be sent to the Event organizers/promoters. In case the premium charge is unpaid by a date fourteen (14) days prior to the scheduled commencement of the event, Promoter may cause the Event to be cancelled.
2. PARTICIPANT ACCIDENT COVERAGES: Series shall be responsible for providing accident coverage for its participants including officials, workers, and volunteers.
3. REPRESENTATIONS AND WARRANTIES:
- a. Series represents and warrants to Promoter that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by Series has been duly authorized. This Section 3.a shall survive expiration or termination of this Agreement.
 - b. Promoter represents and warrants to Series that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by Promoter has been duly authorized. The Promoter does further represent and warrant to Series that the Track is fit, and operational for the purposes of this Agreement. This Section 3.b shall survive expiration or termination of this Agreement.

End Exhibit F

EXHIBIT G

APPROVED CATERERS

(Subject to change)

Coastal Roots
Liz Diaz
831-241-2802
LDiaz@coastalrootshospitality.com

Bear & Flag Roadside
Parker Fisher
831-293-8608
parker@bearandflag.com

Bernardus Lodge & Spa
Alissa Obriant
831-236-8566
aobriant@bernarduslodge.com

Bar Service
Jamie Blanco
831-582-7548
jblanco@rsmginc.com

Events by Classic
Amanda Hope
831-920-0456
amandahope@eventsbyclassic.com

831 Catering
Joseph Talley
831-601-1248
feedme@831catering.com

Le Crème Monterey
Tami Aceves
831-375-133 x2
tamic@lecrememonterey.com

Erik's Deli
Ken Murray
619-892-1403
seaside@eriksdelicafe.com

California Pizza Kitchen
Mara Waldron
831-375-4975
mwaldron@cpk.com

EXHIBIT H**AGREEMENT FEE BREAKDOWN**

Description	Cost	Days
Delivery Day(s)	No Charge	1
90 db Day(s)	\$18,975.00	1
105 db Day(s)	\$64,220.00	2
Unlimited Sound Day(s)	\$171,120.00	4
AMRs	\$36,720.00	6
Hot Track Staff	\$44,940.00	6
Starter	\$2,100.00	6
Fire / Track Safety Vehicles	\$19,200.00	6
Tow	\$6,600.00	6
Hospitality Pavilion Load-In Day(s)	\$6,000.00	3
Hospitality Pavilion Active Day(s)	\$21,000.00	3
Turn 3 Building Load-In Day(s)	No Charge	3
Turn 3 Building with HVAC Active Day(s)	\$39,000.00	3
Paddock PA System Active Day(s)	\$29,100.00	3
All Garages Site Fee	No Charge	7
(10) Suites Site Fee	\$10,000.00	4
Sanitation	No Charge	7
Staff Fee	No Charge	7
Contractors & Suppliers Administrative Fee	\$5,000	N/A
Total Agreement Fee	\$473,975.00	