

# Attachment A

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**WeatherTech<sup>®</sup>**  
**Raceway**  
**LAGUNA SECA**  
**Sponsorship Agreement**  
**“Monterey Grand Prix Title Sponsor”**

THIS Agreement (“**Agreement**”) is made on January 1, 2022 (**the “Effective Date”**) between COUNTY of MONTEREY (“**County**”) with offices at 1441 Schilling Place, South, 2<sup>nd</sup> Floor, Salinas, California 93901 and **Bridgestone Americas Tire Operations, LLC** (“**Firestone**” and/or “**Sponsor**”), with offices at 200 4<sup>th</sup> Ave. South, Nashville, TN 37201, regarding sponsorship of WeatherTech Raceway Laguna Seca (“**Facility**”) located at 1021 Monterey-Salinas Highway, Monterey, CA 93942 and the NTT INDYCAR Grand Prix of Monterey, known to herein as the “**Event**”.

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.
2. Sponsorship Benefits: County agrees to provide the Event Sponsorship Rights and sponsorship benefits outlined in **Exhibit A** during the Term in connection with the Event in a manner reasonably satisfactory to Sponsor.
3. Consideration: In consideration of County providing the Event Sponsorship Rights and benefits listed herein, Sponsor agrees to pay the County: Three Hundred Twenty-Five Dollars (\$325,000.00 USD) (the “**Payment**”), subject to County’s submission to Sponsor of invoices.
  - (a) 2022 Event payment of One Hundred Thousand US Dollars (\$100,000.00 USD) payable upon contract execution. The balance of Two Hundred Twenty-Five Thousand US Dollars (\$225,000.00 USD) payable on or before July 1<sup>st</sup>, 2022. 2023 and 2024 Payments as detailed under “**Exhibit B**”.
  - (b) Firestone shall have a right of first refusal to retain the Title Sponsorship Right for 2025 Event as an Option Year. If Firestone desires to exercise its right of first refusal for the 2025 Option Year, it will inform County in writing on or before October 15, 2024 (“**Extension Term**”).
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. Any termination by Sponsor pursuant to this Paragraph shall be without liability to Sponsor, and County shall promptly refund to Sponsor all payments made by Sponsor in the year of the cancellation, 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 any and 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 \$1,000,000 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:

Bridgestone Americas Tire Operations, LLC, Inc.  
Bridgestone Tower  
200 4<sup>th</sup> Ave. South  
Nashville, TN 37201  
Attn: Lisa Boggs


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

COUNTY OF MONTEREY  
1441 Schilling Place, South, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: Bryan Flores

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.


Accepted and Agreed:

**SPONSOR**

By:   
Name: Jeffrey Lack  
Title: VP of Marketing

Bridgestone Americas  
Bridgestone Tower  
200 4<sup>th</sup> Ave. South  
Nashville, TN 37201

Date: Nov 19, 2021

By:   
Name: Jeffrey Lack (Nov 19, 2021 08:54 CST)

Its: Jeffrey Lack, VP of Marketing  
Print Name and Title

Date: Nov 19, 2021

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Bryan Flores  
Interium Chief of Parks

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:   
County Counsel

11/24/2021 | 4:40 PM PST

Date: \_\_\_\_\_

**SCHEDULE "A"**  
**SPONSORSHIP RIGHTS**

**Firestone** shall have the following rights for the Grand Prix of Monterey weekend ("**Event**").

1. **Race Weekend Entitlement:** Firestone shall be designated as the Title Sponsor of the NTT INDYCAR event weekend known as "*Firestone Grand Prix of Monterey*"
2. **Media Inclusion** – Firestone Event logo shall be included in all media and marketing materials developed to promote the Event.
3. Firestone included in the NBC Sports Telecast, including:
  - a. Race Title Card and top of the Telecast with Audio Mention
  - b. One (1) Leaderboard logo
  - c. Three (3) Running Order logos
  - d. One (1) Starting Grid logo
  - e. Two (2) In-Broadcast Billboards
  - f. Logo on all feasible bumps and rejoins
4. Firestone name inclusion in Race Weekend and Race Event title and logo. Firestone has event final approval on logo and trophy. Event logo cannot be manipulated for use on any items such as t-shirts without prior approval.
5. Firestone shall receive name and logo recognition on all in-market advertising, promotional programs and marketing materials
6. Recognition as the Race Weekend Title Sponsor in all written materials, including press releases and all related communications
7. Firestone shall receive visibility and exposure through all pre-event media and advertising
8. Firestone representative(s) shall have the opportunity to present the trophies during the main race presentation ceremonies in Victory Circle
9. Each trophy shall include the Event logo
10. Ten (10) VIP Firestone representatives each day shall have the opportunity to participate in Pace Car "Hot Laps" during the afternoon lunch break on Saturday or Sunday of the Event.
11. Firestone will have the option to provide Bridgestone or Firestone Branded performance tires for the Raceway Pace Car "Hot Laps". Raceway will provide the Pace Car year, make and model and share the tire size and quantity needed to support the Event no later than June 30 throughout the term of the agreement. If the tires are able to be provided, Raceway will assure there will be approved Firestone logos on both sides of the vehicle. The cost of the tires including shipping is the responsibility of Firestone.
12. Two Hundred (200) 2-Day general admission tickets
13. Two (2) parking passes with parking in the Paddock next to the Firestone Service trailer
14. Track Signage Entitlements
  - a. Firestone logo incorporated into Victory Circle backdrop and Press Conference backdrop
  - b. One (1) Tire Bridge Branding Package
    - i. Firestone letter set on each side
    - ii. Two (2) Lower Billboards – 11'x127'



- iii. One (1) 11'x150' Tire Bridge Rooftop Aerial Billboard
- c. Turn 3 Billboards – 12'x144'
- d. One Hundred (100) 30'x12' Track Barrier Signs
- e. One (1) Turn 11 Billboard – 12'x24'
- f. Two (2) Start/Finish Billboards – 8'x40'
- g. One (1) Primary Corkscrew Backdrop – 12'x48'

All costs associated with the production and installation/removal of all signage options included in Sponsorship Fee. Firestone is responsible for any cost associated with additional future signage elements if inventory is altered or copy changed during the Term.

- 13. Turn 1 Pavilion Hospitality Upper Deck
  - a. Accommodations for three hundred (300) guests
  - b. Includes three hundred (300) Sunday only passes
  - c. Includes twenty (20) Red 8 Parking Passes
- 14. Six (6) web banners (one per month) located in the bi-monthly Official eNewsletter. May, June and July issues
- 15. One (1) web banner in rotation on the Event home page and on track calendar of the Raceway's official website: [www.WeatherTechRaceway.com](http://www.WeatherTechRaceway.com)
- 16. Firestone trademarks will also be included with logo and link on "sponsor" web page.
- 17. One (1) Back Cover location, Program advertisement in the Official Event Souvenir Program
- 18. Firestone shall receive the following Scoring Trylon package per day of the Event
  - a. Fifty (50) logo drops
- 19. If feasible, Firestone will evaluate possible opportunities with its retail distribution channels to help promote the event. WeatherTech Raceway shall provide support with VIP Passes and additional Event elements as determined.
- 20. Raceway will provide all marketing materials related to the event to Firestone for review and approval: Promotional poster or artwork related to the Event, program cover, ticket design, wearables etc.

**EXHIBIT "B"**  
**SPONSORSHIP PROVISIONS**

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

2022 - \$325,000

2023 - \$325,000

2024 - \$325,000

2. 2022 Payment schedule shall consist of an initial \$100,000.00 due upon contract signing with balance (\$225,000.00) due on or before July 1, 2022. 2023 and 2024 Payments shall be due in full on or by July 1<sup>st</sup> for their respective years.
3. Sponsor 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 with its hospitality area. Sponsor shall be provided with a track-approved caterer to assist and manage all food and beverage needs.

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