

Attachment A



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved a Sponsorship Agreement between MacNeil Automotive Products Limited ("WeatherTech") and the County of Monterey for exclusive title sponsorship of the Raceway at Laguna Seca Recreational Area; and
- b. Authorized the Chair of the Board to execute the Agreement.

PASSED AND ADOPTED on this 20th day of March 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting March 20, 2018.

Dated: March 26, 2018
File ID: A 18-079

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

FACILITY NAMING RIGHTS AGREEMENT
"WeatherTech Raceway at Laguna Seca"

This Sponsorship Agreement ("Agreement") is entered into as of April 1, 2018 ("Effective Date") by and between MACNEIL AUTOMOTIVE PRODUCTS LIMITED ("Sponsor" and/or "WeatherTech"), an Ohio limited liability company and MONTEREY COUNTY ("County"), a political subdivision of the State of California (each a "Party," collectively, the "Parties").

RECITALS

WHEREAS, the Monterey County owns the Laguna Seca Recreational Area ("LSRA") and all assets thereof including intellectual property rights and event rights, and hosts professional motor racing events at the raceway located therein; and

WHEREAS, the Sports Car Racing Association of the Monterey Peninsula ("SCRAMP") manages the raceway at LSRA for Monterey County, and is the County's agent for such purposes; and

WHEREAS, WeatherTech sells and distributes Floor and Cargo Liners and other products in the United States and elsewhere; and

WHEREAS, Monterey County desires WeatherTech to be the exclusive title sponsor of the raceway at LSRA, and WeatherTech desires to be the exclusive title sponsor of such Raceway, subject to the terms and conditions of this Agreement; NOW, THEREFORE,

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

AGREEMENT

1. Sponsorship of Raceway and Events. WeatherTech shall be the title sponsor of Laguna Seca Raceway and shall be designated as the Official Floor and Cargo Liner of the raceway at LSRA.
 - (a) During the Term (as defined in Section 8 below) the raceway at LSRA will be referred to and advertised as the "WeatherTech Raceway at Laguna Seca" (hereinafter in this Agreement referred to as "Raceway"). In addition to the promotion and signage set forth in Exhibit B, the County shall require that each event organizer, vendor and other sponsors use the "WeatherTech Raceway at Laguna Seca" name in referring to the Raceway, to the maximum extent it is feasible to do so and where not otherwise

prohibited contractually. WeatherTech shall have the right to approve all event logos to ensure that the "WeatherTech Raceway at Laguna Seca" logo is prominently shown and portrayed.

(b) During the Term, the County shall not make any other floor and cargo liner manufacturer or distributor the floor and cargo liner of the Raceway or the title sponsor of the Raceway; provided, however, that the County shall, without limitation, retain all rights to:

(i) Grant event sponsorships for racing events; however, the County shall not remove or alter major WeatherTech signage (as defined in Section D of Exhibit B) unless required contractually pursuant to an agreement with Dorna, and the County may grant event or premises sponsorships for non-racing events at LSRA or the Raceway;

(ii) Otherwise arrange for, permit or sell advertising or licensing, which may be displayed at the Raceway, or in connection with County promotions, or related to the use of the Raceway image or trade name.

(iii) Collect all revenue, fees, and royalties related to (i), (ii) and (iii) above.

(c) If during the Term, pursuant to (b) above, the County grants sponsorship rights for products or services other than floor and cargo liners to a brand that also produces floor and cargo liners under the same or a substantially similar brand name, the County shall require that the brand's signage and other track promotion indicate the nature and limits of such brand's sponsorship so as to reasonably avoid confusion or ambiguity as to WeatherTech's exclusive floor and cargo liner sponsorship.

(d) If at any time during the Term, in the opinion of the WeatherTech management, the management of the Raceway (whether by Monterey County or SCRAMP as its agent) becomes the subject of public dispute, controversy, or scandal that affects WeatherTech's image or goodwill, the Parties shall meet and confer in good faith, within seven days written notice by WeatherTech to the County, to address WeatherTech's concerns.

2. Merchandise. The County will make WeatherTech Raceway at Laguna Seca merchandise a significant portion of its logoed merchandise mix, but reserves the right to continue also to carry a selection of merchandise featuring only the Laguna Seca historic cypress tree logo and one rotating item celebrating Laguna Seca and Monterey County. WeatherTech will have the opportunity to consult with the County regarding merchandise periodically. WeatherTech shall have final approval of all merchandise containing the WeatherTech branded logo. No approval shall be unreasonably withheld.

3. Monterey County's Obligations.

prohibited contractually. WeatherTech shall have the right to approve all event logos to ensure that the "WeatherTech Raceway at Laguna Seca" logo is prominently shown and portrayed.

- (b) During the Term, the County shall not make any other floor and cargo liner manufacturer or distributor the floor and cargo liner of the Raceway or the title sponsor of the Raceway; provided, however, that the County shall, without limitation, retain all rights to:
 - (i) Grant event sponsorships for racing events; however, the County shall not remove or alter major WeatherTech signage (as defined in Section D of Exhibit B) unless required contractually pursuant to an agreement with Dorna, and the County may grant event or premises sponsorships for non-racing events at LSRA or the Raceway;
 - (ii) Otherwise arrange for, permit or sell advertising or licensing, which may be displayed at the Raceway, or in connection with County promotions, or related to the use of the Raceway image or trade name.
 - (iii) Collect all revenue, fees, and royalties related to (i), (ii) and (iii) above.
 - (c) If during the Term, pursuant to (b) above, the County grants sponsorship rights for products or services other than floor and cargo liners to a brand that also produces floor and cargo liners under the same or a substantially similar brand name, the County shall require that the brand's signage and other track promotion indicate the nature and limits of such brand's sponsorship so as to reasonably avoid confusion or ambiguity as to WeatherTech's exclusive floor and cargo liner sponsorship.
 - (d) If at any time during the Term, in the opinion of the WeatherTech management, the management of the Raceway (whether by Monterey County or SCRAM as its agent) becomes the subject of public dispute, controversy, or scandal that affects WeatherTech's image or goodwill, the Parties shall meet and confer in good faith, within seven days written notice by WeatherTech to the County, to address WeatherTech's concerns.
2. Merchandise. The County will make WeatherTech Raceway at Laguna Seca merchandise a significant portion of its logoed merchandise mix, but reserves the right to continue also to carry a selection of merchandise featuring only the Laguna Seca historic cypress tree logo and one rotating item celebrating Laguna Seca and Monterey County. WeatherTech will have the opportunity to consult with the County regarding merchandise periodically. WeatherTech shall have final approval of all merchandise containing the WeatherTech branded logo. No approval shall be unreasonably withheld.
3. Monterey County's Obligations.

(a) The County has the authority to grant, and it hereby grants to WeatherTech, the promotional rights set forth in this Agreement, including those rights listed in Exhibit "B".

(b) The County shall require SCRAMP to perform the following duties with respect to the Major Race Events ("Major Race Events") listed in Exhibit "A" and all activities connected therewith or incident thereto, including the following:

SCRAMP will, or will cause others to (at no expense to WeatherTech) organize, promote, produce, run and perform all acts necessary to stage the Major Race Events and operate the Raceway, which acts may include, but are not limited to:

(i) preparing and distributing entry forms or tickets, if any, which comply with all applicable legal requirements and which include WeatherTech and SCRAMP on the liability waiver; (ii) obtaining in advance all permits, licenses and bonds required to conduct the Major Race Events and operate the Raceway; (iii) obtaining in advance any approval from third parties required to conduct the Major Race Events and perform its obligations hereunder, including without limitation, WeatherTech's participation as set forth herein; (iv) providing, as required, trained staff for traffic control, crowd control, staging area facilities, and medical, fire and safety protection, security and police support; (v) complying with any and all federal, state and local rules and regulations governing the Major Race Events and operation of the Raceway; and (vi) obtaining signed liability releases from persons using the Raceway naming WeatherTech as released parties.

SCRAMP shall be responsible for answering any and all mail and/or telephone inquiries with regard to the Major Race Events and the Raceway, including, but not limited to, inquiries from government agencies and other interested parties.

(c) The County shall be responsible for the payment of all federal, state and local sales and use taxes, now effective or imposed with respect to the Major Race Events and the Raceway; however, the County shall be responsible for any Possessory Interest Tax, imposed pursuant to state law as a result of the rights granted to WeatherTech hereunder, only up to \$100,000. Except as specifically set forth herein, the County shall not be responsible for the payment of any taxes imposed as a result of the rights granted to WeatherTech hereunder. Should WeatherTech receive a bill or statement of taxes that are the responsibility of the County, WeatherTech shall immediately forward such bill or statement to the County. Upon request by WeatherTech, proof of compliance (i.e., copy of bond and other necessary documents) shall be sent to WeatherTech in accordance with Section 20.

4. WeatherTech's Consideration. In consideration for rights granted WeatherTech, and the County's obligations under this Agreement, WeatherTech shall provide the following:

- (a) Subject to the other terms and conditions hereof, WeatherTech shall pay the County a sum of Five Million Dollars (\$5,000,000.00) ("Payment") in installments throughout the Term as described below. The Payment shall be made by checks payable to Monterey County and mailed to the address set forth in Section 20. The Payment shall be made by WeatherTech in the following installments (each is an "Installment"): WeatherTech shall pay two installments of Five Hundred Thousand (\$500,000) dollars each in Contract Year 2018, one on or before April 15, 2018, and the other on or before August 15, 2018. Subsequently, WeatherTech shall pay Five Hundred Thousand (\$500,000) on or before each of the same dates of each subsequent Contract Year through Contract Year 2022. (For purposes of this Agreement, the term "Contract Year" shall mean January 1 through December 31, except for the First Contract Year (2018), which covers April 1, 2018 through December 31, 2018.)

5. Trademarks.

(a) WeatherTech MARKS

- (i) WeatherTech hereby grants to the County the non-exclusive license and right to use trademarks, trade names, service marks, insignias or logos owned by WeatherTech (collectively, "WeatherTech Marks"), subject to WeatherTech's approval and provided, however, that the County is only authorized to use the WeatherTech Marks in connection with the words "WeatherTech Raceway at Laguna Seca". SCRAMP and its affiliates and agents, if any, shall have no interest in or right to the use of such except for purposes of the performance of its obligations to the County at the Raceway, and except for any limited non-exclusive right of usage which WeatherTech may grant in writing pursuant to this Agreement. Any such limited non-exclusive right shall, in any event, be expressly limited to the Major Race Events and the Raceway and any activities or promotions reasonably incident thereto.
- (ii) Whenever the County uses a WeatherTech Mark licensed hereunder, it shall (i) print or display the following statement: "The [**relevant WeatherTech Mark**] is used solely by permission of WeatherTech." or (ii) when the statement is impractical, either print a registered trademark symbol (®) or trademark symbol (™), whichever is appropriate. In the alternative, the County may request, in writing, an alternate display method, which shall be subject to WeatherTech's approval.
- (iii) The limited license and right granted hereunder is non-assignable (with the exception of promoters of Major Race Events other than or not related to SCRAMP, and others as necessary to perform the terms of this Agreement) and does not inure to the benefit of the County's successors or permitted assignees without the written permission of WeatherTech. In the event the County, or any affiliate or agent attempts to transfer or assign this limited non-exclusive license, such limited license shall terminate immediately without further action from WeatherTech.

(b) LAGUNA SECA RACEWAY MARKS

- (i) The County hereby grants, or shall do all things necessary to grant and ensure, WeatherTech the non-exclusive license and right to use from time to time, during the Term, the Laguna Seca Raceway trademarks, trade names, service marks, insignias or logos ("Laguna Seca Marks") owned by the County. WeatherTech shall have the exclusive right in the flooring and cargo liner category as the official exclusive flooring and cargo liner sponsor of the Laguna Seca Raceway to use the Laguna Seca Marks in advertising and promotional programs.
- (ii) Whenever WeatherTech uses a Laguna Seca Mark licensed hereunder, it shall
 - (i) print or display the following statement: "The [**relevant Laguna Seca Mark**] is used solely by permission of Monterey County " or
 - (ii) when the statement is impractical, either print a registered trademark symbol (®) or trademark symbol (™), whichever is appropriate. In the alternative, WeatherTech may request, in writing, an alternate display method, which shall be subject to the County's approval.

6. Publicity Rights

- (a) Subject to the County's approval, which shall not be unreasonably withheld, and subject to third party approval, where applicable, WeatherTech shall have the right, to take photographs and to make films, videotapes, or other visual or audio records, for the purpose of advertising and/or promoting WeatherTech's affiliation with the Raceway and/or private WeatherTech events at the Raceway. The County will obtain in advance any approval from third parties required to provide WeatherTech these publicity rights, except when prohibited by commercial rights, e.g. television, sanctioning body commercial rights, etc. The County shall require SCRAM to coordinate discussions prior to each Major Race Event between sponsors and WeatherTech to ensure that each party's interests are communicated amongst each other. (e.g.. SCRAM to coordinate discussion between Dorna (SBK) and WeatherTech to ensure all parties have agreed to appropriate publicity rights).

7. Prior Approval

- (a) Any advertising or other material prepared by or on behalf of the County (including, but not limited to promoters of Major Race Events other than or not related to SCRAM, and others as necessary to perform the terms of this Agreement), except when the WeatherTech Mark is used as part of the "WeatherTech Raceway at Laguna Seca" logo, shall be provided to WeatherTech in advance of publication or broadcast for WeatherTech's review. All such materials must receive the approval of WeatherTech prior to any use, publication or broadcast thereof. Any advertising or other material prepared by WeatherTech, or WeatherTech's representatives or agents, which contains or otherwise utilizes any Laguna Seca Mark, except when the Laguna Seca Mark is used as part of the "WeatherTech Raceway at Laguna Seca" logo, shall be provided to the

County in advance of publication or broadcast for the County's review. All such materials must receive the approval of the County prior to any use, publication or broadcast thereof.

8. Term.

- (a) The term of this Agreement shall begin on the Effective Date and end on December 31, 2022 ("Term"), unless sooner terminated in accordance with this Agreement.
- (b) Beginning on October 1, 2022 and continuing through November 30, 2022 WeatherTech shall have the exclusive right of first negotiation to enter into a new 5-year sponsorship agreement with the County for years 2023-2027. If the Parties do not come to an agreement within this time period, the County shall be free to negotiate with any other entity for sponsorship to begin after the Term of this Agreement expires.

9. Default; Remedies; and Termination.

- (a) Any one of the following events shall constitute an Event of Default ("Event of Default") under this Agreement regardless of whether any such event shall be voluntary or involuntary or shall result from the operation of applicable laws, rules or regulations or shall be pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:
 - (i) The County shall make any material misrepresentation or omission or shall breach any representation or warranty made in this Agreement;
 - (ii) WeatherTech shall make any material misrepresentation or omission or shall breach any representation or warranty made in this Agreement;
 - (iii) Either Party shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or shall make a general assignment for the benefit of creditors, or shall have an involuntary case or other proceeding instituted against it seeking similar relief;
 - (iv) Either Party shall otherwise fail to perform or observe any other covenant or condition set forth herein and such failure shall continue unremedied for a period of ten (10) days after the receipt of written notice thereof from the non-defaulting Party;
 - (v) Either Party should commit an act in which brings the other Party's name into disrepute;
 - (vi) The County is declared to be in default under the County's agreement with any other sponsor and any relevant cure periods have expired.

- (b) Upon the occurrence of an Event of Default, and at any time thereafter so long as the same shall be continuing, the non-defaulting Party may declare, at its option, that the defaulting Party is in breach of this Agreement by providing written notice to the defaulting Party. In such case, the Parties shall meet and confer in good faith within seven days of the receipt of the notice of default by the defaulting Party to discuss the circumstances of the default. The defaulting Party shall be given a reasonable time, not exceeding twenty-one days following receipt of the notice of default, to cure the default. If the default is not cured within that time, the non-defaulting Party:
 - (i) May immediately terminate this Agreement without any liability whatsoever to the defaulting Party;
 - (ii) May seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof;
 - (iii) May exercise any other right or remedy available to it under law or in equity; or
 - (iv) May seek any permitted combination of such remedies.
- (c) Upon termination by WeatherTech pursuant to Section 9 (b) above, the County shall not be entitled to any further Installments, and shall return to WeatherTech that amount of the immediately preceding paid Installment that is in proportion to the number of days following the payment of said Installment that the Event of Default was declared.
- (d) WeatherTech shall have the option to terminate this Agreement effective December 31, 2019 for any reason without cause by providing written notice to Monterey County between October 1, 2019 and October 31, 2019. Upon the exercise of this option to terminate without cause, WeatherTech shall pay to Monterey County a fee of Seven Hundred Fifty Thousand Dollars (\$750,000).

No remedy is intended to be exclusive, but each shall be cumulative and the exercise of any such remedy shall not preclude the simultaneous or later exercise of any other remedy.

10. Indemnification

(a) GENERAL

- (i) The County hereby agrees to defend, indemnify and hold WeatherTech, and its related and affiliated entities, as well as each officer, director, employee, representative, agent, dealer, successor and permitted assign of any of the above, harmless from and against any and all expenses, damages, claims, demands, suits, losses, actions, judgments, liabilities and costs whatsoever (including, but not limited to, reasonable attorneys' fees and costs) arising out of: (i) the County's breach, misrepresentation or non-performance under this Agreement or an agreement with any other sponsor, persons, or entities associated with any events or the Raceway; (ii) The County's failure to comply with any and all federal, state and local laws, rules and regulations including, but not

limited to, those related to internet privacy, electronic communications, and intellectual property infringement; (iii) any payment owed by the County or SCRAMP to persons or entities associated with any event or the Raceway; and (iv) any material supplied by the County or SCRAMP pursuant to this Agreement; and (v) any other claims which arise from any event or the operation of the Raceway, including, but not limited to, claims for personal injury, death and property damage, excepting from this indemnity the negligence or willful misconduct of WeatherTech, its officers, employees and agents, or WeatherTech's guests or invitees

- (ii) WeatherTech hereby agrees to defend, indemnify and hold the County, and its related and affiliated entities, as well as each officer, director, employee, representative, agent, successor and permitted assign of any of the above, harmless from and against any and all expenses, damages, claims, demands, suits, losses, actions, judgments, liabilities and costs whatsoever (including, but not limited to, reasonable attorneys' fees and costs) arising out of: (i) WeatherTech's breach, misrepresentation or non-performance under this Agreement or WeatherTech's Agreement with any other persons, or entities associated with any events; (ii) WeatherTech's failure to comply with any and all federal, state and local laws, rules and regulations including, but not limited to, those related to intellectual property infringement; (iii) any material supplied by WeatherTech pursuant to this Agreement. (iv) the negligent or willful misconduct of WeatherTech, its officer, employees and agents, or WeatherTech's guests or invitees.

(b) INTELLECTUAL PROPERTY

- (i) The County hereby agrees to defend, indemnify and hold WeatherTech, and its related and affiliated entities, as well as each officer, director, employee, agent, distributor, attorney, dealer, successor and permitted assign of any of the aforementioned, harmless from and against any and all expenses, damages, claims, demands, suits, losses, actions, judgments, liabilities and costs whatsoever (including, but not limited to, reasonable attorneys' fees and costs) arising out of any and all claims of third parties based on or related to any alleged infringing activity in connection with the operation of the website related to any events or the Raceway. With respect to any such action, suit or proceeding WeatherTech and its affiliated entities shall have the option, but not the obligation, to participate in or assume WeatherTech's defense, either jointly with the County, with any other party, independently or otherwise, using counsel satisfactory to WeatherTech. The County shall reimburse WeatherTech for all costs, including reasonable attorneys fees' incurred in such action, suit or proceeding.
- (ii) The WeatherTech hereby agrees to defend, indemnify and hold the County, and its related and affiliated entities, as well as each officer, director, employee, agent, attorney, successor and permitted assign of any of the aforementioned, harmless from and against any and all expenses, damages, claims, demands, suits, losses, actions, judgments, liabilities and costs whatsoever (including, but not limited to, reasonable attorneys' fees

and costs) arising out of any and all claims of third parties based on or related to any claim that the WeatherTech Marks, or the use thereof, infringe upon the intellectual property rights of said third party. With respect to any such action, suit or proceeding the County and its affiliated entities shall have the option, but not the obligation, to participate in or assume the County's defense, either jointly with WeatherTech, with any other party, independently or otherwise, using counsel satisfactory to the County. WeatherTech shall reimburse the County for all costs, including reasonable attorneys fees' incurred in such action, suit or proceeding.

11. Insurance

- (a) The County shall at all time during the Term of this Agreement meet or cause to be met the insurance requirements set forth on Exhibit "D".

12. Representations and Warranties

- (a) Unless this Agreement specifically provides otherwise, or unless the County otherwise provides advance written notice to WeatherTech, all rights and obligations of the County set forth herein may be exercised or undertaken (as the case may be) by SCRAMP on behalf of the County pursuant to that certain operation and management agreement between the County and SCRAMP date January ___, 2017.
- (b) The County hereby represents and warrants to WeatherTech that: (i) the execution and delivery of this Agreement and the performance of the transactions contemplated under this Agreement have been duly and validly authorized; (ii) the County has no contractual or other obligations of any kind that would prevent it from performing any of its obligations under this Agreement; (iii) the County has the authority to grant the promotional rights to WeatherTech which are the subject of this Agreement and has obtained all required authorizations or approvals related thereto; and (iv) the County shall use its best efforts to ensure that its actions, SCRAMP's action, and those of their employees, agents and representatives do not damage, detract from, cast into disrepute, or reflect unfavorably upon WeatherTech's public image, goodwill, or business reputation.
- (b) WeatherTech hereby represents and warrants to the County that: (i) the execution and delivery of this Agreement and the performance of the transactions contemplated under this Agreement have been duly and validly authorized; (ii) WeatherTech has no contractual or other obligations of any kind that would prevent it from performing any of its obligations under this Agreement; and (iii) WeatherTech shall use its best efforts to ensure that its actions, and those of its employees, agents and representatives associated with WeatherTech's obligations under this Agreement do not damage, detract from, cast into disrepute, or reflect unfavorably upon the County's and SCRAMP's public image, goodwill, or business reputation.

13. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees. With the exception of the exercise and undertaking of the County's rights and obligations by SCRAMP referenced in paragraph 12 (a), above, neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent.
14. Independence. The Parties shall at all times act independently. Nothing contained in this Agreement shall be construed to make either Party the partner, joint venture, principal, agent or employee of the other Party hereto. Specifically, neither the County nor SCRAMP shall have no express or implied authority to act for or on behalf of WeatherTech. Further, no officer, director, employee, agent, affiliate or contractor retained by the County or SCRAMP to perform work on WeatherTech's behalf hereunder shall be deemed to be an employee, agent or contractor of WeatherTech. The County and SCRAMP are solely responsible for payment of (i) all income, disability, withholding, and other employment taxes as well as (ii) all medical benefit premiums, vacation pay, sick pay or other fringe benefits for their respective officers, directors and employees, and (iii) all necessary payments to their respective agents, affiliates or contractors. Without limiting any remedy hereunder, the County shall indemnify, defend, protect and hold WeatherTech harmless from any claims for any such payments.

Similarly, WeatherTech shall have no express or implied authority to act for or on behalf of the County or SCRAMP. Further, no officer, director, employee, agent, affiliate or contractor retained by WeatherTech to perform work or services related to WeatherTech's rights and obligations under this Agreement shall be deemed to be an employee, agent or contractor of the County or SCRAMP. WeatherTech is solely responsible for payment of (i) all income, disability, withholding, and other employment taxes as well as (ii) all medical benefit premiums, vacation pay, sick pay or other fringe benefits for its officers, directors, employees, and affiliates and (iii) all necessary payments to its agents, distributors or contractors. Without limiting any remedy hereunder, WeatherTech shall indemnify, defend, protect and hold the County and SCRAMP harmless from any claims for any such payments.

16. Governing Law. This Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the State of California. Any action brought to enforce or interpret this Agreement shall be filed in Monterey County, California.
17. Entire Agreement; Joint Drafting; Changes/Amendments. This Agreement, together with Exhibits "A" through "D" attached hereto (which are incorporated herein by reference) and any extensions or renewals of this Agreement, constitute the Parties' entire agreement with respect to the subject matter of this Agreement and supersedes all prior statements or agreements, both written and oral. This Agreement was fully negotiated and shall be deemed to have been jointly drafted by both Parties. This Agreement may be amended only by a writing signed by both Parties.

18. Severability. If any provision in this Agreement is held invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, the remainder of the provisions or enforceable parts of this Agreement shall not be affected, and shall be enforced to the fullest extent permitted by law.
19. Attorneys' Fees. Should either Party institute or participate in a legal or equitable action or proceeding against the other Party seeking to enforce or interpret this Agreement, the non-prevailing Party in the proceeding shall pay the prevailing Party's costs, including without limitation, expert and professional fees, reasonable attorneys' fees, and costs and fees on appeal. Said obligation of the non-prevailing Party shall be deemed to accrue on the date of commencement of such action or proceeding.
20. Notices. Whenever notice is to be given by any Party to the other Party under this Agreement, such notice shall be made by any one of the following methods: personally; by overnight courier service from which proof of delivery can be obtained via next business day delivery, delivery charges prepaid; or by registered or certified mail, return receipt requested. Notices shall be deemed received (a) if personally delivered or via overnight courier, upon date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following delivery to the Party to whom the notice is addressed; (b) if mailed, two (2) business days after deposit in the U.S. mail. Any Party may change its address and other noticing information by giving the other party written notice of such change in accordance with this Section. All notices shall be sent to the addresses set forth below:

To WeatherTech:

MacNeil Automotive Products Limited
1 MacNeil Court
Bolingbrook, IL 60440
Attn: David MacNeil

To Monterey County:

Monterey County Administrative Office
168 W. Alisal St., 3rd Floor
Salinas, CA 93901
Attention: Dewayne Woods

Copy to:

SCRAMP
WeatherTech Raceway at Laguna Seca
1021 Monterey Salinas Highway
Salinas, CA 93908

Attention: Steve Fields, SVP Sales

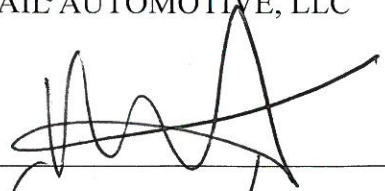
Monterey County Counsel
168 W. Alisal St., 3rd Floor
Salinas, CA 93901

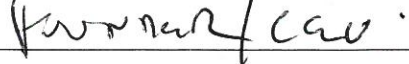
21. Non-Waiver. The waiver by a Party of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver by such Party of any other covenant, condition, obligation, representation, warranty or promise. The waiver by any Party of the time for performing any act or condition under this Agreement does not constitute a waiver of the act or condition itself.
22. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument. Facsimile signatures shall be binding upon receipt, and the Parties agree to exchange original signature pages as soon as is reasonably possible after facsimile transmission.
23. Time is of the Essence. The Parties agree that time is an important consideration in this Agreement.
24. Survival of Provisions. The following provisions shall survive and continue after any termination of this Agreement: Section 3(c) (Inquiries), Section 10 (Indemnification), Section 11 (Insurance), Section 24 (Survival) and any other provision hereof which provides that it survives expiration or which must survive expiration in order to be fully operative.

25. Signing Authority. The person executing this Agreement on behalf of the respective Parties hereby represents that he or she has the authority to sign on behalf of such Party.

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

NEIL 
MAC NEIL AUTOMOTIVE, LLC

By: 

Its: 

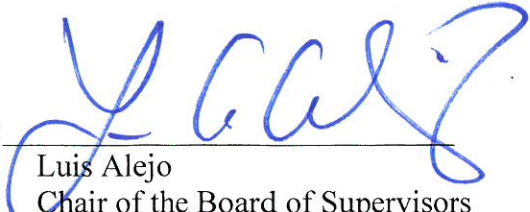
SPORTSCAR RACING ASSOCIATION
OF THE MONTEREY PENINSULA

By: 

Steve Fields
SVP, Sales

3/9/18

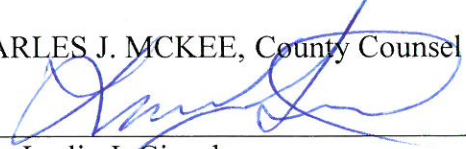
MONTEREY COUNTY

By: 

Luis Alejo
Chair of the Board of Supervisors

APPROVED AS TO FORM

CHARLES J. MCKEE, County Counsel

By: 

Leslie J. Girard
Chief Assistant County Counsel

EXHIBIT "A"

2018 MAJOR RACE EVENTS

- 1) Ferrari Challenge
- 2) Spring Classic
- 3) Motul FIM Superbike World Championship
- 4) Rolex Monterey Motorsports Reunion
- 5) IMSA WeatherTech SportsCar Championship
- 6) Porsche Rennsport Reunion
- 7) Pirelli World Challenge

This schedule of events will be updated each year of the contract.

FOR SUBSEQUENT YEARS:

The Parties shall discuss the Major Race Events for each subsequent contract year no later than September 1 of the prior year. The County shall require SCRAMP to notify WeatherTech of anticipated changes in prospective Major Race Events when they become known to SCRAMP, and the Parties will consult on material expected changes. The County agrees to produce or cause the production of a minimum of four (4) events per year.

EXHIBIT "B"

PROMOTIONAL BENEFITS/SITE ENHANCEMENTS TO BE PROVIDED TO WEATHERTECH

In consideration of WeatherTech's obligations under this Agreement, and subject to the terms and conditions listed herein, the County shall provide, or cause to be provided, the following promotional benefits/site enhancements to WeatherTech in each Contract Year throughout the Term of this Agreement:

A) Title Sponsor

1. WeatherTech will be designated as the Title Sponsor of WeatherTech Raceway at Laguna Seca such that it shall be called the "WeatherTech Raceway at Laguna Seca".
2. "WeatherTech Raceway" will remain prominently incorporated into the existing Laguna Seca logo. Any changes to the logo will be WeatherTech's responsibility. The resultant logo shall be mutually agreeable to both parties.
3. "WeatherTech Raceway at Laguna Seca" will be referenced in advertising, media references and television shows and controlled or placed by SCRAMP, including advertising supporting the Major Race Events. The County shall require SCRAMP to obligate through contracts between third parties (including, but not limited to, municipalities, track renters, non-race event promoters and members of the media) of the proper use of the above nomenclature.
4. WeatherTech will receive prominent and extensive WeatherTech Raceway Website identification.
5. WeatherTech will be referenced in all press releases and race reports and verbal and written communication, including, but not limited to, event, track, PA announcements, ticket and track phone greetings, media and e-mail correspondence.
6. "WeatherTech Raceway at Laguna Seca" will receive logo identification in the Victory Circle and on the event podium for the Major Race Events delineated in Exhibit "A", and as may be scheduled throughout the term.

B) Official and Exclusive Status

Subject to the terms and conditions noted in Section 1, WeatherTech will be the Official and Exclusive Cargo and Floor Liner of WeatherTech Raceway at Laguna Seca.

C) Print

1. The County shall require that SCRAMP provide:

- (a) “WeatherTech Raceway at Laguna Seca” cover identification and two (2) preferred program ad positions in souvenir programs for all Major Race Events, and
- (b) WeatherTech identification on the back of all Major Race Event tickets with WeatherTech’s approval, unless contractually obligated otherwise.

D) Signage

The County shall require that SCRAMP continue to ensure the following signage (“major WeatherTech signage”) for permanent placement at all Major Race Events, unless restricted by Dorna sanctioning body signage policies, in which case WeatherTech will be presented with alternative opportunities in a timely fashion. Placement of all signage shall be determined by mutual agreement between the Parties, with a view toward obtaining maximum visibility of such major WeatherTech signage by attendees and television viewers. In the event that major WeatherTech signage has to be moved to accommodate Dorna’s signage policies, the County shall require SCRAMP to be responsible for ensuring that appropriate WeatherTech signage is produced if necessary to maximize WeatherTech Branding exposure.

The County will pay for the initial production, installation and maintenance in 2018 of any signage that is exclusively branded WeatherTech Raceway at Laguna Seca.

WeatherTech will cover the cost of installation of all WeatherTech branded signage following initial 2018 installation. WeatherTech is responsible for the production and maintenance of all “WeatherTech” branded signage thereafter.

1. “WeatherTech Raceway at Laguna Seca” Signage Entitlements (“Raceway Logo”).

The following signage (“major Raceway logo signage”) shall be permanently placed at all Major Race Events, unless restricted by Dorna sanctioning body signage policies.

- a. Two (2) Primary Start/Finish Bridge Billboards with location directly over the race track
- b. Start/Finish Flag Box as year-round default unless sponsored for an Event
- c. Four (4) 11’x40’ Turn 5 Vehicle Bridge Billboards (Two on each side)
- d. Two (2) 11’x40’ Turn 9 Bridge Billboards
- e. Raceway Logo “Welcome to” and “Thank you for coming” signs at all Facility Entrances
- f. Primary Highway 68 Marquee Sign
- g. Directional signs through the facility to include logo

- h. Raceway Logo prominently integrated into all Victory Circle and Media Backdrops for SCRAMP promoted races
 - i. Raceway Logo centered on back of main podium structure
 - j. Raceway Logo on all Staff and Promotional Vehicles
 - k. Raceway Logo incorporated onto all Pace Cars
 - l. Raceway Logo included on all Event passes, including Gate, Parking, Hospitality and Hard Card Credentials
 - m. Turn 1 Hospitality pavilion façade billboard as year-round default unless otherwise sponsored during an Event
 - n. Six (6) 3'x8' Trackside A-Frames
 - o. Two (2) 4'x40' Pit Row Suite Fascia Signs – Pit Row Suite End-Caps
 - p. Ten (10) Flagbox Rooftops
 - q. All collateral ad promotional literature
2. “WeatherTech Raceway at Laguna Seca” Brand Integration.

The Raceway logo shall be integrated into Raceway operations including, not limited to, the following ways:

- a. Website domain: www.WeatherTechRaceway.com and www.laguna-seca.com
 - b. Integration into Facebook, Twitter, Instagram and all new forms of digital social media in support of the Raceway
 - c. Official Souvenir and Ticket websites
 - d. All staff and Raceway business email addresses (@WeatherTechRaceway.com)
 - e. All staff business cards, name badges and email signatures
 - f. All Raceway voicemails and mailboxes
 - g. All directional signs leading in and out of the Raceway
 - h. Entrance branding on all Front Desk locations
 - i. Highway 68 Sign and Entrance Wall
 - j. All Staff uniforms, Hard Cards, Business Letterhead, Envelopes and Stationary
3. WeatherTech Corporate Brand Integration (“WeatherTech Logo”)

The following signage (“WeatherTech signage”) shall be permanently placed on a year-round basis, unless restricted by Dorna sanctioning body signage policies.

- a. Two (2) Start/Finish Bridge Billboards
- b. One (1) 12'x48' Corkscrew Billboard
- c. Two (2) 15'x60' Turn 9 Bridge Billboards
- d. One (1) 12'x24' Turn 11 Billboard
- e. Four (4) 4'x15' Pit Row Suite Fascia Signs
- f. Ten (10) Corner Flagboxes – Encompassing three sides each
- g. Three (3) 6'x10' Backlit logos at top of Scoring Trylon
- h. One (1) 20'x40' Turn 10 Hillside Banner

- i. One (1) Floor of the Start/Finish Hospitality Tower
- j. Two (2) Full-Page Ads in each Event Souvenir Program
- k. Fifty (50) 30-Second Scoring Trylon Spots, per day, per Event
- l. Ten (10) 15-Second PA Reads, per day, per Event
- m. One (1) eNewsletter Digital Banner (160x600)
- n. Two (2) Annual Web Banners (160x600, 728x90)

E) Hospitality & Passes

WeatherTech shall receive for all Major Race Events:

- 1. Ten (10) VIP Hard Card passes similar to SCRAMPS VIP passes that allow access to all areas including those specified as sponsored only areas. These passes shall allow access to the pit area, unless restricted by the sanctioning body.
- 2. Two (2) VIP "Gold" Paddock Parking Passes
- 3. Ten (10) Blue 2 Parking Passes

F) Vintage Race Weekends – Paddock Title Sponsor

For the Rolex Reunion and Spring Classic Events, WeatherTech shall be the Paddock Title Sponsor.

- 1. Name title: "The WeatherTech Paddock"
- 2. Name and logo representation on main Paddock entrance
 - a. Includes two (2) 4'x8' Primary signs on the entrance columns
 - b. One 6'x240' Entrance Fence line
- 3. Name and logo representation on all maps and facility information surrounding the Event
- 4. Name recognition in all PA announcements and on-site promotional materials in support of activities within the Paddock

G) Vintage Race Weekends – Participation

For the Rolex Reunion and Spring Classic Events WeatherTech shall be entitled to:

- 1. One (1) 25' x 50' Paddock Space location
- 2. Up to two (2) race entries in each Event

EXHIBIT "C"

WEATHERTECH'S OBLIGATIONS

A. Signage

WeatherTech shall cover the costs of production of the following signage, as well as maintenance, replacement and installation when needed (the following locations are exclusively accessible for WeatherTech signage per Exhibit "B"):

All signage design must be pre-approved by the County prior to installation.

EXHIBIT "D"
INSURANCE REQUIREMENTS

The County requires that SCRAMP provide the insurance coverage set forth in the Attachment 1 to this Exhibit D. The County shall ensure that SCRAMP, or its successor, maintain the required insurance during the Term and that WeatherTech, its officers and employees be named an additional insured. In addition all insurance carriers must have a current minimum A.M. Best rating of "A" excellent, and a financial size rating of at least Class V.

The County's shall require that SCRAMP's liability and collision/comprehensive coverage shall be endorsed to apply, on a primary basis, to any auto provided to the County by WeatherTech, including display vehicles provided by WeatherTech for events. The coverage afforded to WeatherTech shall be primary, and any insurance carried by WeatherTech shall be excess to and non-contributing with the County's insurance.