

THIS Agreement is made on November 1, 2019 (the "**Effective Date**") between COUNTY of MONTEREY ("**County**") with offices at 1021 Monterey Highway 68, Salinas, California 93908 and AMI Graphics ("**Vendor**") with its principal offices at 223 Drake Hill Rd. Strafford, NH 03884, and which are collectively referred to herein as the "**Parties**". In consideration of the promises made herein the Parties agree as follows:

1. **Term**: This Agreement shall commence upon full execution, and unless sooner terminated in accordance with its provisions, shall remain in effect until December 31, 2022 ("**Term**").
2. Provided Vendor faithfully performs all of its obligations hereunder and this Agreement remains in full force and effect for the full duration of the Term, AMI shall have the mutually agreeable option to renew this Agreement for the 2023 and 2024 calendar years, under the same terms and conditions described in Article II below. The parties further agree that for AMI to exercise this renewal option, AMI must notify the County in writing no later than September 1, 2022.
3. In the event AMI fails to timely notify the County of its exercise to renew, the County shall be free to negotiate with any interested third party for any rights granted AMI herein, on any other terms without any further obligation to AMI. AMI, however, retains the rights granted in this Agreement through the Term of this Agreement.
4. **Vendor Benefits**: County agrees to provide the Vendor benefits outlined in **Exhibit B** during the Term in connection with the Events in a manner reasonably satisfactory to Partner.
5. **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.
6. **Termination**. Either party may terminate this Agreement a) if the other party has committed a breach of this Agreement, which has not been cured within 15 days after receiving written notice of such breach, or b) if the other party becomes insolvent or becomes involved in bankruptcy proceedings. In the event of termination by Vendor pursuant to this Paragraph, the County will refund a pro-rata portion of the Payment based on the number of Event days remaining in the Event following the termination.
7. **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 Vendor. None of the parties shall have any right to obligate or bind any other party in any manner whatsoever without prior written approval.
8. **Assignment**: Neither Vendor nor County shall assign this Agreement or any of the rights or responsibilities hereunder without prior written approval of the other parties; provided, however, that Vendor may assign this Agreement without such approval to an entity that purchases substantially all of its assets, to an entity with which it is merged, or to an affiliate, subsidiary, or division. Any attempt to assign this Agreement shall be void and unenforceable.
9. **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.

10. Severability: In the event that 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.
11. 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, Vendor represents and warrants that it will comply with any and all federal, state, and local laws, rules and regulations governing the Events, including, without limitation, obtaining all governmental permits and authorizations required to produce the Event.
12. Liability: Except as otherwise prohibited by law, neither party shall be liable to the other party or any third 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.
13. Insurance/Indemnity:
- (a) At their own expense, each party agrees to secure and maintain at least 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 not less than \$5,000,000 per occurrence, Commercial General Liability with not less than \$3,000,000 combined single limit per occurrence, and Automobile Liability covering all owned, hired, and non-owned vehicles with limits of not less than \$3,000,000 combine single limits per occurrence and shall name the other party as additional insured on the Commercial General Liability policy.
 - (b) Vendor shall indemnify, defend, and hold harmless County, 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 Vendor of any representation, warranty, covenant or agreement made expressly by Vendor hereunder; (ii) the use of any Trademark of Vendor as expressly authorized by Vendor; (iii) any promotional or publicity materials produced by or supplied by Vendor (except with respect to approved County Trademarks contained therein); and (iv) the negligence or willful misconduct of Vendor.
 - (c) County shall indemnify, defend, and hold harmless Vendor, 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 Vendor; (iii) the Events; (iv) any promotional or publicity materials produced by or supplied by County (except with respect to approved Vendor Trademarks contained therein); (v) any equipment or other materials supplied by County; or (vi) the negligence or willful misconduct of County.
14. Advertising. During the term of this Agreement, each party hereto shall have the right to use photographs (and Vendor shall have the right to take photographs at the Events). 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, Vendor may use Raceway's Trademarks after the Term on its corporate and PR websites to factually refer to Vendor's participation in the Events for PR or informational purposes.

15. **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. Any and 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.
16. **General:** This Agreement (including Exhibit A) is the entire agreement between the parties relating to the Event and may only be modified in a writing that is 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. This Agreement may be signed in counterparts, each of which shall be an original. Delivery of an executed counterpart of a signature page to this Agreement by fax or other commonly used electronic means (such as PDF) shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be governed by and construed according to the internal laws of the State of California, without regard to conflicts of law principles.
17. **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.
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:

AMI GRAPHICS
223 Drake Hill Rd.
Strafford, NH 03884
Attn.: Erik Wensberg

WEATHERTECH RACEWAY
P.O. Box 2538
Monterey, CA 93942
Attn: Steve Fields

MONTEREY COUNTY
168 Alisal St., 3rd Fl.
Salinas, CA 93901
Attn: Dewayne Woods


Accepted and Agreed:

County of Monterey:



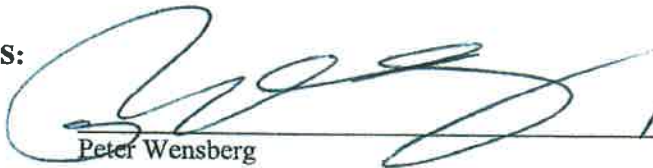
Lavonne Chin Date
Special Events Manager
Authorized Representative of the County

County of Monterey:



Steve Fields Date
SVP, WeatherTech Raceway Laguna Seca
Authorized Representative of the County

AMI GRAPHICS:



Peter Wensberg Date
President
AMI Graphics, Inc.

EXHIBIT A

AMI Graphics Scope of Work

1. AMI Graphics. AMI shall perform the following duties and services, and others as may be approved by the County (in writing) from time to time:
 - a. Provide development, copywriting, art direction, design and layout, production, installation, removal and onsite storage of advertising and sponsorship materials in accordance with requirements provided by the County, its Vendors, marketing partners and affiliates.
 - b. Maintain an 'on call' or onsite crew during subject race events sufficient to provide superior service and manage unanticipated placement or other changes. Crew foreman must be experienced, possess exceptional skill and knowledge of the County, its races, the required duties and best practices in and around the Facility to ensure exceptional service with a minimum of the County supervision or oversight.
 - c. AMI is responsible for signage maintenance, inventory, and "sense of order" within the County provided on-site storage facility. AMI is not responsible for loss or damage to signage inventory within storage facility.
 - d. AMI will maintain and submit accurate reports on signage inventory and condition within thirty (30) days before, and thirty (30) days after each race event.
 - e. AMI will submit an annual price statement. The current price statement is attached incorporated as **Exhibit C** herewith.
 - f. AMI will develop and maintain contracts with local companies able to provide quick back-up production and installation support in the event of unanticipated volume, equipment failure, labor disputes, natural disasters, etc.
 - g. AMI will counsel the County on a regular basis on its overall signage production and installation procedures, and on the effectiveness of said program.
 - h. AMI will also endeavor to offer such other professional services, and or the procurement of materials as are required or as requested by the County to effectively market the County's Vendors, Sponsors, Partners and Events.
2. Protocol. The following protocol will be followed as standard operating procedure:
 - a. AMI to conduct an initial inventory and signage condition survey and will provide report to the County.
 - b. The County creates and mails a schedule of Sponsor Signage rights with copies to AMI detailing eligible signage for each major event.
 - c. AMI obtains contact information and signage rights information from the Sponsor letters.
 - d. AMI contacts Sponsor no later than four (4) weeks prior to the event to get decisions on the actual signs they choose to display based on pricing information AMI provides. AMI and the Vendors are to work details directly together regarding production and installation costs, inventory on-hand and related deadlines.
 - e. AMI may not provide any services to any Sponsor without an explained written agreement specifying price for all work to be performed in conjunction with the County.

- f. The County will provide a representative to work with AMI prior to and during (each and every) race week to optimize placement. AMI is on-site and available throughout race weekend for placement modifications and changes as dictated by the County and/or its Sponsors.
- g. AMI provides a pre-event final inspection at a mutually agreeable time for all vested parties, at no additional charge, to identify and remedy any issue relating to sub-standard workmanship, unprofessional installation and/or any other errors or omissions relating to its event signage operations.
- h. The County and AMI will work together to audit placements, quantities, record digital photos, etc. for presentation to Sponsors.
- i. Post event, AMI removes and performs an inventory of signs no later than two (2) days after the event.
- j. AMI to generate an annual event inventory and signage condition reports. Protocol and Duties Understood and Agreed.

EXHIBIT B

Monterey County Accommodations

1. Compensation
 - a. AMI shall provide to the County, an annual Compensation package as described on Page 1, Item 2. In exchange for the Sponsorship Fee, AMI shall receive two (2) 4'x8' Pit Garage MDO Signs and two (2) 4'x15' Pit Row Suite Fascia Signs.
 - b. AMI shall provide to the County, a Production Credit in the amount of 5% of all accumulated print production volume annually booked in the previous year thereafter. (Production Credit to accrue on print production only, not including hardware and or installation labor costs) Signage production value per year for use on Facility or specific event branding elements required by the County.

2. Appointment of Official Signage Contractor
 - a. Subject to the terms in this agreement, the County agrees to, and hereby does, retain and appoint AMI to represent it in implementing signage and brand activations for all events and official Sponsors. Events promoted by outside entities (i.e. Sea Otter Classic) are not subject to the terms of this agreement. Sponsors and other County affiliates may also choose in their sole discretion to produce and/or provide their own products from any source acceptable to the County, in the case that Sponsors have a pre-existing vendor relationship.
 - b. The County hereby authorizes AMI to act as "*Official Signage Contractor*" and its agent in purchasing materials and services required for the creation and installation of advertising and promotional materials on the County's behalf at WeatherTech Raceway Laguna Seca, ("Facility"), in accordance with budgets approved by the County in writing in advance of such specific purchases.
 - c. The County also authorizes AMI, in accordance with approved written estimates, to contact and enter into certain written agreements with Event Sponsor, marketing partners and affiliates, for the purposes of producing and installing certain aspects of their marketing communications programs as they relate to racing events at Facility.
 - b. Tax Status. For this agreement both parties recognize that AMI billing tax status is that of a graphics manufacturer with Federal Tax ID # 14179395.
 - c. The County shall pay AMI for certain pre-approved creative development and production services provided by AMI which are described in AMI estimates, production schedules and/pr budgets and approved by the County, in writing, in advance of such services. The County has the absolute right in its sole discretion to decline approval of any such services or materials. Absent a pre-approved written agreement signed by the County official, AMI is not entitled to payment from any services detailed in the agreement.
 - d. The County will be issued an estimated cost for each job in advance. Upon written approval and issuance of a purchase order signed by the County in advance, work may begin. Subject to satisfactory completion thereof, and the terms and conditions herein, and after all vendor invoices have been received, the AMI will reconcile actual costs against estimated billing and the final invoice will be billed and is due within thirty (30) days of invoice.
 - e. Initial Project Estimates on County orders. The County shall be provided initial project estimates on all work authorized or requested by the County, allowing the County to authorize AMI to begin the work described in the Project Estimate. A signed purchase order must accompany approved estimates.

- f. **Event Credentials.** AMI will be provided ten (10) worker credentials and four (4) track-access vehicle passes for subject events to perform duties outlined herein. Additional credentials may be applied for through the County and will be provided on an as needed basis. Worker credentials are not transferable and may be used to gain event access only to perform duties as outlined in this agreement.

- g. **On-Site Installer Accommodations.** AMI will be provided four (4) General Camping spaces at each event for use as a “base camp” for event installers at no cost. AMI or AMI subcontracted installation team will be responsible for procurement of motorhomes and camp area set up.

EXHIBIT C

WeatherTech Raceway Signage Specifications and Per Unit Pricing

AMI Graphics - Product Price List		
Product	Finishing	Price Per Square Foot
Black Back Vinyl Banner	Hem & Grommets	\$2.00
Black Back Vinyl Banner	Webbing & High Wind Grommets	\$2.00
Mesh Banner	Hem & Grommets	\$2.00
Mesh Banner	Webbing & High Wind Grommets	\$2.00
Economy Adhesive	Laminated	\$4.00
3m IJ180 Adhesive	Laminated	\$8.50
3m IJ35C-20 (Trackside Barrier Adhesive)	Standard	\$2.20
Dye Sublimated Fabric Banner	Hem & Pole Pockets as Needed	\$6.00
4mm Coroplast	Liquid Laminated, Trim to Size	\$4.00
Coroplast A-frames – DoubleSided (3'x8')	Liquid Laminated – Assembled	\$192 each
Print to Dibond	Liquid Laminated – Cut to Shape	\$12.50
Print to Aluminum	Liquid Laminated – Cut to Shape	\$13.00
Outdoor Floor Logo	Laminated – Cut to Shape	\$17.50
Frosted Window Graphic	Contour Cut, Weeded, and Masked	\$15.00