



Sponsorship AGREEMENT

"Monterey Grand Prix Title Sponsor"

This Sponsorship Agreement ("**Agreement**") is entered into as of November 28, 2018 ("**Effective Date**") by and between **Bridgestone Americas Tire Operations, LLC** ("**Firestone**" and/or "**Sponsor**"), with offices at 200 4th Ave. South, Nashville, TN 37201, a Delaware limited liability company, and the **COUNTY OF MONTEREY** ("**County**"), a political subdivision of the State of California (each a "**Party**," collectively, the "**Parties**").

RECITALS

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

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

WHEREAS, Firestone is in the business of tire manufacturing in the United States and elsewhere; and

WHEREAS, the County desires Firestone to be the exclusive Tire sponsor of the INDYCAR Monterey Grand Prix ("**Event**"), and Firestone desires to be the exclusive Tire sponsor of such INDYCAR Monterey Grand Prix, subject to the terms and conditions of this Agreement;

WHEREAS, the County desires Firestone to be the Title Sponsor of the Monterey Grand Prix of the INDYCAR Weekend, and Firestone desires to be the Title Sponsor of the Monterey Grand Prix of the INDYCAR Weekend, 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 Events; Exclusivity. Firestone shall be an Official and Exclusive Tire sponsor of the Event and shall be designated as the INDYCAR Weekend – Monterey Grand Prix Title Sponsor and Official Tire of the Event (the "**Sponsorship**").

(a) During the Term, and subject to the terms hereof, the County shall not make any other specific tire brand company a sponsor of the Event.

2. Consideration. In consideration for rights granted Firestone and the County's obligations under this Agreement, and subject to Firestone's receipt of proper invoices from the County, Firestone shall pay the County the following amounts (collectively or individually, the "**Sponsorship Fee**"):

- (a) 2019-2020 Agreement Years: Three Hundred Twenty-Five Thousand US Dollars (\$325,000.00 USD), payable on or before July 1st annually;
- (b) Firestone shall have a right of first refusal to retain the Title Sponsorship Right for 2021 as an Option Year. If Firestone desires to exercise its right of first refusal for the 2021 Option Year, it will inform County in writing on or before September 30, 2020.
- (c) Payment of the Sponsorship Fee shall be made by checks or direct payment payable to Monterey County and mailed to the address set forth in Section 22, credit card, or wire transfer of immediately available funds.

3. Term.

- (a) The initial term of this Agreement shall begin on the Effective Date and end on December 31, 2020, ("**Term**"), unless sooner terminated in accordance with this Agreement. Firestone shall have a right of first refusal for one Option Year (2021) on the terms and conditions set forth herein, by providing written notice to the County on or before September 1, 2020. Firestone shall have a right of first refusal to extend this Agreement for an additional three (3) year period through December 31, 2024, on the terms and conditions set forth herein, by providing written notice to the County on or before September 1, 2021 (the "**Extension Term**"). For purposes of this Agreement, the Initial Term and the Extension Term may be collectively or individually referred to herein as the "**Term**." Furthermore, each twelve (12) month period during the Term, beginning with January 1st and continuing through December 31st of the following year, shall be an "**Agreement Year**".

4. County's Obligations

- (a) The County has the authority to grant, and it hereby grants to Firestone, the promotional rights set forth in this Agreement, including those rights listed in Exhibit "A". If the County is prohibited from providing any of the promotional rights set forth in Exhibit A, then at Firestone's sole option and discretion the Parties shall negotiate in good faith to promptly determine substitute rights or benefits of comparable value and impact ("**Make-Goods**"). If, after good faith efforts, the Parties are unable to agree on suitable Make-Goods, then at Firestone's sole option and discretion the Parties shall negotiate in good faith a refund corresponding to the value of the promotional rights paid for but not provided and/or an appropriate adjustment to the Sponsorship Fees. If the Sponsorship benefits at issue comprise a substantial portion of the overall Sponsorship benefits, in addition to receiving a refund, Firestone shall have the right, upon written notice to the County, to terminate this Agreement without further obligation or penalty and without waiving any of its rights or remedies.
- (b) The County shall perform the following duties with respect to the Major Race Events ("**Major Race Events**") and all activities connected therewith or incident thereto, including the following:
 - (i) County will, or will cause others to (at no expense to Firestone), 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: (1) preparing and distributing entry forms or tickets, if any, which comply with all applicable legal requirements and which include Firestone and County on the liability waiver; (2) obtaining in advance all permits, licenses and bonds required to conduct the Major Race Events and operate the Raceway; (3) obtaining in advance any approval from third parties required to conduct the Major Race Events and perform its obligations hereunder, including without limitation, Firestone participation as set forth herein; (4) providing, as required, trained staff for traffic control, crowd control, staging area facilities, and medical, fire and safety protection, security and police support; (5) complying with any and all federal, state and local rules and regulations governing the Major Race Events and operation of the Raceway; and (6) obtaining signed liability releases from persons using the Raceway naming Firestone as a released party.

- (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. 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 Firestone hereunder. Should Firestone receive a bill or statement of taxes that are the responsibility of the County, Firestone shall immediately forward such bill or statement to the County. Upon request by Firestone, proof of compliance (i.e., copy of bond and other necessary documents) shall be sent to Firestone in accordance with Section 22.
- (d) If the County learns of any tire products and services ("**Competitor**") being marketed, advertised, or promoted in any manner that states or implies an association between the Competitor and the Raceway, or is overtly intended, and/or has the effect, to attack, harm, embarrass and/or disparage the Firestone Entities, their respective affiliates, and/or their respective products or services, and/or the Firestone brand or any of the Firestone Marks and such association is unauthorized hereunder ("**Ambush Marketing**"), County will (i) promptly notify Firestone in writing of the Ambush Marketing circumstances, and (ii) promptly make commercially reasonable efforts, and cooperate in good faith with Firestone, to prevent or stop such Ambush Marketing in order to protect the promotional rights and exclusivity granted to Firestone under this Agreement. In addition, County shall not knowingly permit Ambush Marketing by any Competitor.

5. Trademarks

(a) FIRESTONE MARKS

- (i) Firestone, on behalf of itself and Firestone Entities (as defined in Section 9(a)), hereby grants to the County a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicensable (except to County, as permitted herein, and to authorized personnel with Firestone's prior written consent), royalty-free license and right during the Term to use trademarks, trade names, service marks, insignias, logos designs, social media handles, or other indicia of identification, whether registered or not, of Firestone and Firestone Entities (collectively, "**Firestone Marks**"), solely in the exact form, style and type,

in connection with the advertising, promotional and other materials and communications created by or on behalf of the County in connection with Firestone's sponsorship of the Raceway (excluding any Firestone Marks contained therein and used in accordance with the terms of the Agreement, collectively the "**County Content**"), subject to Firestone prior written approval of each such use. County and its affiliates and agents, if any, shall have no interest in or right to the use of such Firestone Marks 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 Firestone 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. For sake of clarity, County agrees that any Raceway- or Event-related press or broadcast materials, advertising or promotional materials, or social media posts (whether printed or on the Internet) that refer to Firestone or any Firestone Affiliate shall be subject to Firestone's prior review and written approval.

- (ii) Whenever the County uses a Firestone Mark licensed hereunder, it shall (i) print or display the following statement: "The [**relevant Firestone Mark**] is used solely by permission of Firestone." 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 Firestone approval.
- (iii) County acknowledges and agrees that the Firestone Marks are and shall remain exclusively the property of Firestone, as applicable. County shall not directly or indirectly obtain or attempt to obtain during the Term or any time thereafter any right, title or interest in or to the Firestone Marks. No change in the ownership of the Firestone Marks shall be affected by this Agreement, and all rights and licenses not expressly granted by Firestone to County with respect to the Firestone Marks are hereby reserved to Firestone, as applicable. 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 Firestone.

(b) WEATHERTECH RACEWAY LAGUNA SECA MARKS

- (i) The County hereby grants, or shall do all things necessary to grant and ensure, Firestone the non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), and non-sublicensable and royalty-free right to use from time to time, during the Term, the WeatherTech Raceway Laguna Seca trademarks, trade names, service marks, insignias, logos designs, social media handles, or other indicia of identification, whether registered or not, owned by the County (collectively, the "**Laguna Seca Marks**"), solely in the exact form, style and type then prescribed by County, in advertising, promotional and other materials and communications created by or on behalf of Firestone in connection with Firestone's sponsorship rights hereunder, upon County's approval (which shall not be unreasonably withheld or delayed). For avoidance of doubt, after the Term,

Firestone shall not be required to take down or remove any existing materials or communications incorporating Laguna Seca Marks from any media channels and may continue to use such content for internal, historical and non-commercial purposes without limitation as to time or media.

- (ii) Whenever Firestone 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, Firestone may request, in writing, an alternate display method, which shall be subject to the County's approval.
 - (iii) Firestone acknowledges and agrees that the Laguna Seca Marks are and shall remain exclusively the property of County. Firestone shall not directly or indirectly obtain or attempt to obtain during the Term or any time thereafter any right, title or interest in or to the Laguna Seca Marks. No change in the ownership of the Laguna Seca Marks shall be affected by this Agreement, and all rights and licenses not expressly granted by County to Firestone with respect to the Laguna Seca Marks are hereby reserved to County.
 - (iv) Firestone acknowledges and agrees that as of the Effective Date of this Agreement WeatherTech is the official title sponsor of the entire Raceway, and Firestone will refer to the Raceway in any Firestone advertising, promotional and other public-facing materials and communications (as permitted herein) as "WeatherTech Raceway Laguna Seca," subject to any guidance provided by the County (e.g., use of the official WeatherTech Raceway Laguna Seca logo at the top of a Firestone press release, without requirement to repeatedly refer to the Raceway as "WeatherTech Raceway Laguna Seca" throughout the entire text of the press release). Notwithstanding the foregoing, the County acknowledges and agrees that the aforementioned obligation only applies to the title sponsor of the Raceway as of the Effective Date hereof, and should WeatherTech cease to be the title sponsor of the Raceway at any time during the Term hereof, Firestone shall have no obligation to refer to any future title sponsor of the Raceway when referring to the Raceway in any Firestone advertising, promotional and other public-facing materials and communications and may instead refer to the Raceway as "Laguna Seca Raceway."
6. Publicity Rights. Subject to the terms hereof, Firestone shall have the right to generate publicity with respect to Firestone's sponsorship of the Event via press materials and other forms of communication (including, without limitation, social media posts) to be distributed by Firestone and its designees or to the media for non-editorial/commercial purposes. The County will obtain in advance all rights, licenses, consents and approvals from third parties required to provide Firestone these publicity rights, except when prohibited by commercial rights, e.g. television, sanctioning body commercial rights, etc. The County shall coordinate discussions prior to each Major Race Event between sponsors and Firestone to ensure that each party's interests are communicated amongst each other. (e.g., County to coordinate discussion between INDYCAR and Firestone to ensure all parties have agreed to appropriate publicity rights).

7. Prior Approval.

- (a) Any advertising or other promotional and marketing material prepared by or on behalf of the County that includes any Firestone Mark or materials provided by Firestone must receive the prior written approval of Firestone prior to any use, publication or broadcast thereof.
- (b) Any advertising or other material prepared by Firestone, or Firestone's representatives or agents, which contains or otherwise utilizes any Laguna Seca Mark, shall be in accordance with any mutually agreed upon written guidelines for use of any of the Laguna Seca Mark.

8. 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) Either Party shall make any material misrepresentation or omission or shall breach any representation or warranty made in this Agreement;
 - (ii) 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;
 - (iii) Either Party shall otherwise fail to perform or observe any other covenant or condition set forth herein and such failure shall continue un-remedied for a period of ten (10) days after the receipt of written notice thereof from the non-defaulting Party;
 - (iv) Either Party should commit an act that brings the other Party's name into disrepute;
 - (v) 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 (7) days of the defaulting-Party's receipt of the notice of default to discuss the circumstances of the default. The defaulting Party shall be given a reasonable time, not exceeding ten (10) 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 Firestone pursuant to Section 8(b) above, the County shall not be entitled to any further payments of the Sponsorship Fee and shall return to Firestone that amount of the immediately preceding paid Sponsorship Fee that is in proportion to the number of days following the payment of said Sponsorship Fee that the Event of Default was declared.

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.

9. Indemnification

(a) GENERAL

- (i) The County hereby agrees to defend, indemnify and hold Firestone, and its parents, subsidiaries, and affiliated entities, as well as each officer, director, employee, representative, agent, distributor, dealer, dealer association, successor and permitted assign of any of the above (collectively, the "**Firestone Entities**"), harmless from and against any and all claims, suits, actions, and proceedings brought by a third party (collectively, "**Claims**") against such Firestone Entities and all resulting damages, liabilities, losses, judgments, costs, and expenses whatsoever (including, but not limited to, reasonable attorneys' fees and legal expenses) (collectively, "**Damages**") arising out of or related to: (1) 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; (2) 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; (3) any payment owed by the County or persons or entities associated with any event or the Raceway; (4) any material supplied by the County pursuant to this Agreement; (5) the negligent or willful misconduct of the County Entities; and (6) 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 Firestone, the Firestone Entities, or Firestone's guests or invitees to the Raceway.
- (ii) Firestone hereby agrees to defend, indemnify and hold the County, and their related and affiliated entities, as well as each officer, director, employee, representative, agent, successor and permitted assign of any of the above (collectively, the "**County Entities**"), harmless from and against any and all Claims against such County Entities and all resulting Damages arising out of or related to: (1) Firestone's material breach of its warranties and representations; (2) Firestone's failure to comply with any and

all applicable federal, state and local laws, rules and regulations including, but not limited to, those related to intellectual property infringement; (3) any material supplied by Firestone pursuant to this Agreement if used in accordance with Firestone's written instructions; and (4) the grossly negligent or willful misconduct of Firestone, or the Firestone Entities.

(b) INTELLECTUAL PROPERTY

- (i) The County hereby agrees to defend, indemnify and hold the Firestone Entities harmless from and against any and all Claims against such Firestone Entities and all resulting Damages arising out of or related to any alleged infringing activity in connection with: (1) the operation of the website related to any events or the Raceway; and (2) any claim that the Laguna Seca Marks, or the use thereof, infringe upon the intellectual property rights of a third party. With respect to any such action, suit or proceeding the Firestone Entities shall have the option, but not the obligation, to participate in or assume Firestone's defense, either jointly with the County, with any other party, independently or otherwise, using counsel satisfactory to Firestone. The County shall reimburse Firestone for all costs, including reasonable attorneys' fees incurred in such action, suit or proceeding.
- (ii) Firestone hereby agrees to defend, indemnify and hold the County Entities harmless from and against any and all Claims against such County Entities and all resulting Damages arising out of or related to any claim that the Firestone Marks, or the use thereof, infringe upon the intellectual property rights of a 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 Firestone, with any other party, independently or otherwise, using counsel satisfactory to the County. Firestone shall reimburse the County for all costs, including reasonable attorneys' fees incurred in such action, suit or proceeding.

10. 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 "B".
- (b) Firestone shall maintain a policy of commercial general liability insurance including coverage for bodily injury, property damage, and personal injury, with limits of liability of at least One Million Dollars (\$1,000,000) per occurrence. Firestone shall, upon County's request, provide proof of such required insurance as well as proof evidencing the statutory Worker's Compensation insurance. All insurance coverage required hereunder shall be procured from insurers with a Best's performance rating of at least A+ and with a financial size category of at least Class VII. The County acknowledges and agrees that the County shall not be an additional "named" insured under Firestone insurance policies.

11. Force Majeure; Cancellation.

- (a) Definition. A “**Force Majeure Event**” means any unforeseen circumstance beyond the reasonable control of, and not due to the negligence or willful misconduct of, the affected Party, which could not have been avoided by due diligence and use of reasonable efforts. A Force Majeure Event may include without limitation drought, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism, explosions, strikes, lock-outs or labor disputes, or orders or judgments of any governmental entity.
- (b) Effect of Force Majeure. In the event that either Party is unable to perform or is precluded from performing any of its obligations under this Agreement due to a Force Majeure Event, such obligations shall be suspended for as long as the Force Majeure Event occurs; provided, however, that the party declaring a Force Majeure Event shall (i) make all reasonable efforts to continue to meet its obligations throughout the duration of the Force Majeure Event, and (ii) notify the other, unaffected, Party of the Force Majeure Event promptly upon its commencement (including the nature of the event) as well as when it has terminated. During the Force Majeure Event, the affected Party’s nonperformance of such obligations shall not be deemed a breach of this Agreement.

12. Press Releases.

- (a) Press Releases. Neither Party shall issue any press release or public announcement concerning the existence of this Agreement without the other Party’s prior written approval. Any such press release or public announcement shall be jointly developed and agreed upon by the parties.

13. Representations and Warranties.

- (a) The County hereby represents and warrants to Firestone 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 sponsorship and promotional rights to Firestone 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 and those of its agents and representatives do not damage, detract from, cast into disrepute, or reflect unfavorably upon Firestone’s public image, goodwill, or business reputation.
- (b) Firestone 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) Firestone has no contractual or other obligations of any kind that would prevent it from performing any of its obligations under this Agreement; and (iii) Firestone shall use its best efforts to ensure that its actions, and those of its employees, agents and representatives associated with Firestone’s obligations under this Agreement do not damage, detract from, cast into disrepute, or reflect

unfavorably upon the County's and SCAMP's public image, goodwill, or business reputation.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent. Any attempt to assign, transfer or delegate without such consent shall be void. Notwithstanding the existence or terms of any subcontract or delegation, County shall remain responsible for the full maintenance of the Raceway and production of the Events and Major Racing Events at the Raceway.

15. Independence.

(a) 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, the County Agents shall not have any express or implied authority to act for or on behalf of Firestone. Further, no officer, director, employee, agent, affiliate or contractor retained by the County or the County Agents to perform work on Firestone's behalf hereunder shall be deemed to be an employee, agent or contractor of Firestone. The County 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 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 Firestone harmless from any claims for any such payments.

(b) Similarly, neither Firestone nor the Firestone Entities shall have any express or implied authority to act for or on behalf of the County. Further, no officer, director, employee, agent, affiliate or contractor retained by Firestone or the Firestone Entities to perform work or services related to Firestone's rights and obligations under this Agreement shall be deemed to be an employee, agent or contractor of the County. Firestone 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, Firestone shall indemnify, defend, protect and hold the County 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" and "B" 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 supersede 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. Alternative Dispute Resolution. Any and all disputes, claims and/or causes of action arising out of or relating to this Agreement (including without limitation, any alleged violation of this Agreement, any controversy relating to the interpretation or enforceability of this Section or the arbitrability of any dispute, or any claim that this Agreement or any part thereof is invalid, illegal or otherwise voidable or void) (each, a “**Dispute**”) shall be resolved in accordance with the procedures specified below in this Section 19, which shall be the sole and exclusive procedures for the resolution of any such Disputes:
 - (a) *Negotiation*. The Parties shall attempt promptly and in good faith to resolve any Dispute by negotiation.
 - (b) *Mediation*. If any Dispute should arise between the Parties, which cannot be resolved through negotiation, the Parties shall endeavor to settle the Dispute by mediation. Either Party may request in writing that the other Party mediate the Dispute; such notice shall set forth the subject of the Dispute and the relief requested (“**Dispute Notice**”). Unless the Parties otherwise agree, the mediation shall be conducted in the greater Monterey-area, Monterey County, California, by a mediator affiliated with and under the rules of either the American Arbitration Association or JAMS.
 - (c) *Arbitration*. If within sixty (60) days after the date of the Dispute Notice the Dispute is not resolved, either Party may serve the other Party with a written notice of binding arbitration. Unless the Parties otherwise agree, the arbitration shall be conducted by and under the commercial arbitration rules of either the American Arbitration Association or JAMS. The arbitration shall be conducted by a panel of three (3) arbitrators. The Party initiating the arbitration shall designate its selected arbitrator in its notice of arbitration. The other Party shall have ten (10) business days to designate its Party-selected arbitrator. The arbitrators selected by the Parties shall then agree upon a third arbitrator within fifteen (15) business days after the selection of the second arbitrator. If either Party fails to appoint an arbitrator, or if the Party-selected arbitrators cannot agree on the third arbitrator, then the dispute resolution service whose rules govern the arbitration shall appoint the arbitrator. The arbitration shall take place in the greater Monterey-area, Monterey County, California, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.
 - (d) *Provisional Remedies; Legal Action*. Notwithstanding the provisions of this Section, a Party may file a complaint limited to seeking provisional judicial relief pending the outcome of the mediation and/or arbitration provided by this Section 19; provided,

however, that County shall not seek, and no such provisional judicial relief sought by County shall include or otherwise entitle County to, any self-help type remedies (e.g., suspension, delay in performance or termination), but always subject to County's right to terminate this Agreement pursuant to Section 8. If any legal action or proceeding becomes necessary to seek provisional equitable relief, or to enforce the provisions of this Section 19 or to enforce the arbitration award, such legal action or proceeding shall be brought exclusively either (a) in any state court of competent jurisdiction located in Monterey County, California, or (b) in the United States Federal District Court, the Northern District of California for Monterey, and the Parties expressly consent and waive any objections to subject matter jurisdiction, personal jurisdiction and venue in such courts. The Parties further expressly consent and waive any objections to being served with process of any such legal action or proceeding in accordance with the notice provisions of Section 22.

(e) *Confidentiality.* All negotiations and proceedings pursuant to this Section 19 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by Applicable Law.

20. 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.
21. Cumulative Remedies. All rights and remedies of the Parties are cumulative and are in addition to, not in limitation of, any rights and remedies the parties may have at law or in equity, and all such rights and remedies may be exercised singularly or concurrently.
22. 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, postage prepaid, return receipt requested. Notices shall be effective upon receipt or refusal thereof. 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 FIRESTONE:

Bridgestone Tire
Bridgestone Tower
200 4th Ave. South
Nashville, TN 37201
Attn: Lisa Boggs

To COUNTY of MONTEREY:

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

To WEATHERTECH RACEWAY LAGUNA SECA:

WeatherTech Raceway Laguna Seca
1021 Monterey Salinas Highway
Salinas, CA 93908
Attention: Steve Fields, SVP Sales

23. 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.
24. Counterparts; Electronic 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. If a Party hereto elects to use an electronic signature system to complete the execution of this Agreement (including without limitation, any modification, amendment or supplement thereto), neither Party shall challenge or otherwise refute the legal effect, admissibility, validity, or enforceability of this Agreement or the execution thereof on the grounds that (a) this Agreement used electronic signature or electronic record in its formation, (b) this Agreement solely is retained or was communicated in electronic form, or (c) submission of copies thereof in any legal or other proceeding does not satisfy the requirements of the business records exception of the hearsay rule or the best evidence rule.
25. Time is of the Essence. County agrees that time is an important consideration in this Agreement as it relates to the promotional benefits and other services and rights it provides hereunder.
26. Survival of Provisions. The following provisions shall survive and continue after any termination of this Agreement: Section 9 (Indemnification), Section 10 (Insurance), Section 26 (Survival) and any other provision hereof which provides that it survives expiration, or which must survive expiration in order to be fully operative.
27. Signing Authority. The person(s) 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.
28. Confidentiality Generally. The Parties agree that (a) the terms of this Agreement, financial and otherwise, (b) the sponsorship relationship between the Parties created by this Agreement, and (c) the rights, duties and obligations of the Parties under this Agreement are to be treated as confidential between the parties to the maximum extent allowable by applicable law.

[Signature page follows.]

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

**BRIDGESTONE AMERICAS TIRE
OPERATIONS, LLC**

By: Amber Holm
Amber Holm
VP, Marketing
Its: 12-6-18

COUNTY OF MONTEREY

By: [Signature]
Dewayne Woods
Asst. CAO

Its: _____

WEATHERTECH RACEWAY LAGUNA SECA

By: [Signature]
Steve Fields
SVP, Sales

Its: 12/6/2018

SCHEDULE "A"
SPONSORSHIP RIGHTS

Firestone shall have the following rights for the 2019-2020 Grand Prix of Monterey weekend ("**Event**").

1. **Race Weekend Entitlement:** Firestone shall be designated as the Title Sponsor of the 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. Two Hundred (200) 3-Day general admission tickets
12. 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 (Size: 160x900)
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 (Size: 728x90)
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) :30-second logo drops
19. Two (2) Hole Sponsorships at Inaugural Monterey Speed Week Charity Golf Tournament
 - a. Includes two (2) foursome entry groups
 - b. Firestone will have the option to provide commemorative golf balls for all entries
20. Firestone may perform data solicitation or lead generation at WeatherTech Raceway Laguna Seca from Event attendees. Firestone further agrees to obey all laws, rules and ordinances in collecting and using such data.
21. 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.

Initials

Firestone

MH

WRLS

SA

EXHIBIT "B"

COUNTY'S INSURANCE REQUIREMENTS

Insurance coverage required to be provided by the County to Firestone shall include the following:

I. 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.

II. **Commercial General Liability/ Event Liability**

Minimum Bodily Injury and Property Damage Liability combined single limits shall be:

General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Contractual Liability	\$5,000,000

(Covering liabilities assumed by the County in the Agreement between Firestone and the County.)

III. **Workers Compensation & Employers Liability**

Minimum acceptable limits shall be:

Workers Compensation Statutory	
Employers Liability	
Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

The County shall comply with all applicable workers' compensation and other laws that may accrue in favor of any person employed by County.

IV. **Umbrella Liability Insurance**

Minimum coverage of Four Million Dollars (\$4,000,000)

V. **The following conditions shall also apply:**

County shall maintain at least One Million Dollars (\$1,000,000) commercial liability insurance, employer's liability with a minimum coverage of One Million Dollars (\$1,000,000), automobile liability insurance on all owned, non-owned, and/or hired vehicles with minimum coverage of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage, and umbrella liability insurance with a minimum coverage of Twenty Five Million Dollars (\$25,000,000); and (b) any individual or entity providing catering or related activities for the Raceway ("**Caterer**") maintains at least One Million Dollars (\$1,000,000) commercial liability insurance. If County or Caterer serves alcoholic drinks at the Raceway, County or Caterer must have full liquor liability insurance coverage as part of its commercial general liability insurance coverage. County shall provide Firestone with proof of the acquisition of all of the above-identified insurance coverage in the form of one or more certificates of insurance upon request and at least five (5) business days after the execution of this Agreement and at the beginning of each Agreement Year (and, if reasonably requested by Firestone, at any other time).

Firestone reserves the right to review and must be satisfied with the insurer as well as the types and level of coverage to be maintained by County during the Term. All insurance coverages required hereunder shall be procured from insurers with a Best's performance rating of at least A- and with a financial size category of at least Class VII.