

EVENT AGREEMENT

This Event Agreement between Sportscar Vintage Racing Association, a limited liability corporation (the "Series" or "SVRA") with its principal place of business located at 1312 Regency Court, Southlake, TX 76092 and the County of Monterey, a political subdivision of the State of California (the "County" or "Promoter") with its principal place of business at 168 W. Allsal St., 3rd floor, Salinas, CA, 93901 is entered into and is effective as of October 10, 2018. Series and County may be referred to herein as "party", or collectively as the "parties."

RECITALS

WHEREAS, Series is wanting to conduct a Pro Trans Am and Vintage Festival event at WeatherTech Raceway Laguna Seca (the "Facility") and

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

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

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

AGREEMENT

1. **The Agreement.** The Agreement shall consist of this Event Agreement and the following exhibits as though such exhibits were set herein in their entirety:
 - 1.01 **Exhibit A: Event Summary**
 - 1.02 **Exhibit B: Series Obligations**
 - 1.03 **Exhibit C: Sponsorship Obligations**
 - 1.04 **Exhibit D: County Obligations**
 - 1.05 **Exhibit E: Advertising and Use of Registered Trademarks**
 - 1.06 **Exhibit F: Insurance and Indemnification**
 - 1.07 **Exhibit G: Signage**

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2. **Obligations of the Parties.** The parties agree to be bound by the obligations and responsibilities as set forth in this Agreement.
3. **Designation of County Agent:** In its discretion, the County may designate an agent to act on behalf of the County with respect to the obligations and responsibilities set forth in this Agreement.
 - 3.01 Despite any election to designate an agent, the County remains responsible for all final decisions, rights and obligations under this Agreement.
 - 3.02 The County, in its sole discretion, may revoke any agency designation or replace its agent upon 60 days-notice as provided for herein.
4. **Events of Default:** For purposes of this Agreement, the following constitutes a "Default":
 - 4.01 Failure of either party to abide by the terms and conditions of this Agreement;
 - 4.02 Failure of either party to take such actions, or refrain from taking actions, as may reasonably be requested by the other party in accordance with this Agreement;
 - 4.03 Any act, omission or condition expressly described in this Agreement as giving either party the right to terminate this Agreement or the sanction granted by this Agreement;
 - 4.04 A change, material or otherwise, in the ownership, control or management of either party, unless otherwise expressly permitted by this Agreement or consented to in writing between the parties;
 - 4.05 A statement by either party that it is not or will not be able to pay its debts as they become due; an application or agreement by either party for the appointment of a receiver or trustee in liquidation; a general assignment by either party for the benefit of creditors; the filing by either party of a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement of creditors under any bankruptcy law; the filing by another person or entity of a petition under any bankruptcy law that makes either party, or the adjudication of either party, a bankrupt under any bankruptcy law.

5. Termination:

5.01 Notice of Termination by either party is effective as of the date the notice is received.

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

- i) Terminate this Agreement or the sanction granted by this Agreement.
- ii) Require that the County hold harmless the Series, its Board, officers, agents, and employees from any loss resulting from County's' Default.

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

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

5.04 County's Rights and Remedies Upon Termination:

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

6. Indemnification.

6.01 County shall Indemnify and hold Series harmless from any and all claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, damages, and costs of any nature arising out of the Event or this Agreement, except to the extent that such claim, allegation, demand,

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obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of Series.

- 6.02 Series shall indemnify and hold County, its board, officers, agents, and employees harmless from any and all claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, rights, damages, and costs of any nature arising out of the negligent or improper act(s) of Series, except to the extent such claim, allegation, demand, obligation, suit, action, cause of action, proceeding, right, damage or cost arises out of the negligent or improper act(s) of County.
7. **Notice:** Unless otherwise permitted herein, notice required by the Agreement shall be given by overnight mail or other express service, postage prepaid, addressed as follows:
- 7.01 TO SERIES: Tony Parella, CEO, SVRA, 1312 regency court, Southlake TX, 76092
- 7.02 TO COUNTY: Any notice required to be sent to the County shall be addressed to the County's agent as designated in Exhibit A with a copy to the County addressed to Dewayne Woods, Assistant CAO, 168 W. Alisal, 3rd Floor, Salinas, CA 93901.
- i) County Agent: Timothy McGrane, CEO, Sports Car Racing Association of the Monterey Peninsula, P.O. Box, 2078, Monterey, CA 93942.
- 7.03 Either party may change the person(s) or locations to which notice must be given pursuant to this Section, by providing written notice to the other party in accordance herewith.
8. **Entire Agreement:** This Agreement constitutes the entire agreement between Series and County. All previous communications and negotiations between Series and County, whether oral or written, not contained herein are hereby withdrawn and void.
9. **Amendments:** This Agreement may not be amended or modified except in writing and signed by both parties.
10. **Assignment: No Joint Venture and Related Matters.** A party may not assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except as otherwise expressly permitted by this Agreement. The rights and obligations contained in this Agreement shall bind, and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will be construed to place Series in

the relationship of a partner or joint venture with County. Neither party may, or has power to obligate or bind the other party in any manner other than as expressly provided for in this Agreement.

11. **Construction of Agreement:** The County and Series agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
12. **Authority:** Any individual executing this Agreement on behalf of the County or the Series represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
13. **Governing Law, Jurisdiction and Related Matters:** This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements made and to be performed therein (without giving effect to the conflict of law provisions of such jurisdiction). With respect to any litigation, dispute(s) and/or claims between the parties regarding the Event and/or this Agreement, venue shall lie solely in Monterey County, CA, and all parties hereto consent to service of process by, and the personal and subject matter jurisdiction of, the California Superior Courts in and for Monterey County, California.

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

Sportscar Vintage Racing Association, LLC

Signature: 

Date: 10/22/18

Print Name: Tony Parella

Title: CEO / President / Manager

County of Monterey

Signature: 

Dewayne Woods, Assistant CAO

Date: 11/8/18

Sportscar Vintage Racing Association, LLC

Signature: 

Date: 10/22/18

Print Name: Kim Hoxie

Title: Manager

Exhibit A

Event Summary

COUNTY AGENT: Sports Car Racing Association of the Monterey Peninsula
P.O. Box 2078
Monterey, CA 93942

FACILITY NAME: WeatherTech Raceway Laguna Seca

EVENT NAME: Trans Am and Vintage Festival

SERIES: SVRA

EVENT START TIMES: 8:30 a.m. Daily

EVENT END TIME: 5:30 p.m. Daily

TIME LIMIT: 8:30 a.m. – 5:00 p.m. each day; minimum of 1 hour break for lunch each day

DATES OF EVENTS: Proposed Dates

- 2019 May- 18 -19 (Friday – Sunday)
- 2020 April 31 – May 3rd (Thursday – Sunday) *
- 2021 April 29 - May 2nd (Thursday – Sunday) *
- 2022 April 28 - May 1st (Thursday – Sunday)

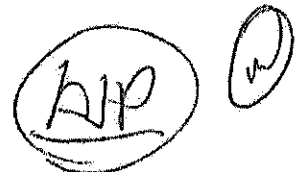
(*Extension of contract subject to mutual agreement and addition of Thursday subject to unlimited sound day availability)

EVENT SCHEDULE: To be set forth in Exhibit A-1 attached hereto.

FEES: Due to County of Monterey, paid by SVRA (All fees payable on Payment Due Dates outlined in Exhibit A)

EVENT FEE: \$150,000.00 per year

PAYMENT DUE DATE: 2019 -10% deposit due on signing.
40% due January 1, 2019, balance due 30 days prior to May 18, 2019.
2020, 2021, 2022 -50% due January 1 and 50% due 30 days prior to first event day.



Fee includes the following:

20 Pit Row garages

Additional assets for purchase:
Pit Row Suites

\$15,000 per suite, must be identified by March 31, of each year, any remaining may be sold by County.
(Catering additional through approved track caterer)

INSURANCE NOTIFICATION DATE:

January 15, of each year of contract.

End of Exhibit A

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Exhibit B

SERIES OBLIGATIONS

Series shall be responsible for the following:

1. **Sanction For Event:** Series hereby grants its sanction to County for the Event and, in turn, County agrees to organize, promote and hold the Event in accordance with this Agreement.
2. **Conduct and Control Over Event:** Series shall conduct the Event, through its officials and personnel, in accordance with this Agreement. Series shall have sole control over the conduct of the on track activities of the Event and County shall have sole control over all other aspects of the event. Series will work together with County on paddock design and set-up.
3. **Participant Accident Insurance:** Series is responsible for providing participant accident coverage for all Series sanctioned activity, including but not limited to all on track participants and all Series credentialed personnel as outlined in Exhibit F. This proof of coverage needs to be received by the County no later than January 15, of each contract year.
4. **Awards:** Series shall be responsible for paying all purse awards.
5. **Timing and Scoring:** Series shall provide and be responsible for all timing and scoring requirements.
6. **Radio Transmissions:** Series will provide County a list of all radio frequencies to be used by teams, officials, and other Series personnel for the Event two weeks prior to the Event. Series understands that if such reported radio frequencies are not legal or conflict with any licensed frequencies in Monterey County, Series will require their participant to change to a legal, licensed frequency prior to arriving at the track.
7. **Trophies:** Series shall be responsible for all trophies and prizes, champagne, podium P.A. and all podium activities.
8. **Series Operations:**
 - 8.01 Series is required to manage its own operations.
 - 8.02 Series is required to perform all technical and safety inspections.
 - 8.03 Series shall provide a race steward and a pit lane steward as well as race officials who will be in charge while on-track activities are taking place.

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- 8.04 Series is required to perform registration and related administrative functions for all employees and participants/entrants.
- 8.05 Registration will be located at Series chosen location at Series cost.
9. **Track Announcer:** Series shall provide an announcer for all on track activity and podium.
10. **Grand Marshal:** Series shall cover all expenses for a nationally recognized event Grand Marshal.
11. **Additional Signage:** Series shall have the opportunity to sell additional signage and sponsor-related entitlements beyond items listed in Exhibit C. Additional master inventory and pricing structure is listed as additional in Exhibit G.
12. **In-Paddock Vendors:** Series shall have the opportunity to sell event specific in-paddock vendors. Vendors must comply with California codes and provide a resale license. Series will retain revenue.
13. **Entry fees:** Series shall retain all participant entry revenue as outlined in Exhibit "A".
14. **Contractors and Suppliers:** Series is required to use track approved contractors, caterers and suppliers
15. **Track Marshals For the Track and Related Areas:** Series shall contract with and pay for all track marshals according to the safety requirements. There shall be a minimum of two (2) properly trained corner workers per flagging station, with a full complement of road racing flags, a fully charged 10lb multi-purpose fire extinguisher, and radio with closed ear headsets for direct communication with race control, at each such station.
16. **For Fire and Rescue:** Series shall contract and pay for a minimum of two (2) fire-rescue vehicles with suitable fire extinguishing equipment and properly trained crews. There shall be at least one extraction/cutting tool to be located on one of the trucks.
- 16.01 Series shall contract and pay for a minimum of two (2) roll back vehicle recovery trucks and one conventional tow (lift) truck required.
17. **For Ambulance Resources:** Series shall contract and pay for a minimum of two (2) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulances dedicated exclusively to the race track activities.

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17.01 Spectator Ambulance

- i) Provide one (1) properly staffed ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulance for spectator area assignment.

- 18. Event related equipment rentals:** Series shall cover the costs of all equipment, including but not limited to generators, electrical hook-ups, I.T. requirements, tents, table, chairs and any associated permits.
- 19. P.A. System:** Series shall cover the cost of the facility-wide P.A. system and series announcer(s).
- 20. Security:** Series shall cover the cost of all event related security within the event area.
- 21. Event Poster and Program:** Series shall cover all costs of production, printing and distribution of event poster and program. All artwork must be submitted to the County for approval prior to publication. Series shall retain all revenue from poster and program sales. WeatherTech Raceway Laguna Seca will receive 10 pages in the event program at no cost to County. Series must obtain County's written permission to use any series trademarks, logo etc. in its program, which shall not be unreasonably withheld.
- 22. Pre-Event Promotion:** Series shall provide to County promotional posters, collateral materials, videos for social media and information regarding the event activities for promotional use by County. County will promote through leveraging in-house marketing resources.
- 23. Advertising:** Series shall be responsible for advertising and promoting the event.
- 24. Title Sponsor:** County will work together on potential title sponsorship opportunity and will split the sponsor revenue 50/50.
- 25. Driver Dinner:** Series will host an upscale driver dinner at the track at their expense, to include all equipment, catering, program and invitations. County will be provided with a minimum of 20 invitations.
- 26. Racing Groups:** Series shall not duplicate any racing groups that are secured for the Rolex Monterey Motorsports Reunion, exception- Historic Trans Am.

End of EXHIBIT B

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EXHIBIT C

Sponsorship and Operation Obligations

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

1. **Series Sponsors and Sponsor :Signage:** Series shall have first right through March 31 of each contract year to provide on-track signage and preferred vendor locations to its official series sponsors ("Series Sponsors"), according to inventory provided.
 - 1.01 County will provide an inventory of available signage for the series to sell and utilize. Series is required to use the authorized track signage provider for all signage and installation.
 - One (1) 4'x60' Turn 2 Billboard sign
 - Two (2) 8' x 60' Turn 7 "wire bridge" billboards
 - Two hundred (200) 30"x12' trackside barrier signs
 - Two 12'x24' Corkscrew Billboards
 - Three (3) 7'x30' Trackside Billboards
 - Ten (10) 3'x6' Trackside A Frames
 - Ten (10) 10'x10' vendor/display locations (all vendor rules & regulations still apply)
 - 1.02 Series is responsible for all costs associated with Series related signage, including design, production, installation, and removal.
 - 1.03 Series is responsible for all costs associated with the production and installation of on-track signage for its Series Sponsors.
 - 1.04 County shall provide Series with a track-approved and insured signage installation vendor to negotiate rates and services with.
2. **County Sponsors and Signage:** Unless an earlier period is otherwise agreed between the parties, the County may, after March 31 of each contract year sell on-track signage and vendor space for the Event ("County Sponsors").
 - 2.01 County understands that it shall not sell branding or vendor space to direct competitors of Series Sponsors.
 - 2.02 Notwithstanding anything in this agreement to the contrary, County shall retain the right to display on-track branding of WeatherTech Raceway Laguna Seca's Official Sponsors as they remain in a year-round placement.

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3. **Event Vendor Marketplace:** County may develop an Event Vendor Marketplace in the paddock region located near the subsidiary paddock, (Gas Pumps area) and will provide a specific vendor location map no later than two (2) week prior to the Event. Vendors subject to approval of Series as set forth above.
4. **Concessions and Catering Commission:** County will retain all beverage concessions, food vendors and catering commissions.

End of EXHIBIT C

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EXHIBIT D

COUNTY'S OBLIGATIONS

County shall be responsible for the following:

1. **Control and Maintenance of the Facility:** County represents and warrants that, in connection with the Event, it currently has and will maintain sole control of the Facility, and that it has and will maintain full authority to permit the Event to be conducted at the Facility in a timely manner. County shall maintain the Facility in good repair at all times applicable to the Event, ready for use. County shall be responsible for the safety of such persons while on the Facility. County warrants that the Facility is and will remain in a condition suitable for the Event, as accepted on the effective date of this Agreement or such other approval date as the parties may agree upon in writing.
2. **Compliance with Laws:** Series and County shall comply with all local, state and federal laws and regulations applicable to the organization, promotion and occurrence of the Event, and County shall obtain in a timely manner all necessary licenses, permits or other governmental approvals required for the Event. County shall be solely responsible for compliance with any and all federal, state or other tax information, reporting and withholding obligations (including, but not limited to, Federal Form 1099) with amounts payable with respect to the Event and the competitors therein.
3. **Control of and Responsibility for the Public:** County is solely responsible and liable for the safety of the public during the Event. County shall furnish adequate facilities, personnel (including security personnel), equipment and services for accommodating and controlling the public within the remaining facility.
4. **Fire and Medical Equipment and Personnel:** County shall provide adequate facilities, personnel, equipment and services, including without limitation, and at Series' expense; cleanup crews, towing and flatbed wreckers, for fire protection and on-site medical services for competitors, officials, the public and others in connection with the Event. County shall make advance arrangements with local hospitals and physicians for the prompt, efficient and appropriate treatment of any and all injuries occurring during the Event. For purposes of clarity, throughout this Agreement, the reference to required County supplied assets, personnel, equipment and resources shall be understood to be "minimums", and this shall be especially true with respect to medical, safety and fire suppression matters at the Track.

4.01 For Dispatch Personnel:



- i) County shall have present during the Event an emergency vehicle dispatch person who shall have a detailed familiarity with the Facility, the track and track operations. This vehicle dispatch person shall work directly with Series' and race control personnel to immediately and carefully coordinate dispatch and direct emergency service vehicles and personnel.
5. **Paddock Control:** County shall furnish adequate Paddock personnel. County is solely responsible and liable for the actions of personnel, provided.
6. **Business Responsibilities Relating to Promotion:** County shall perform all obligations imposed on it by this Agreement, including all obligations to provide cooperation, tickets, passes, services, support equipment and the like at its own expense, without contribution by Series unless otherwise expressly stated in this Agreement and/or in any subsequent letter agreement or exhibit appended hereto. County assumes and will perform all of its business responsibilities in connection with this Agreement and the promotion of the Event, in a first-class manner.
7. **Other Track Activities:** County may conduct reasonable entertainment activities at the Facility during the Event, such as Go Karts, and pre-race entertainment. Series shall have no responsibility or liability with respect to such other activities other than instances of Series gross negligence or intentional misconduct; otherwise, County shall be solely responsible and liable for such activities. Further, with respect to any potential other non-Series motorsports events, County and Series shall agree in advance as to the exact allocation of paddock, garage, timing-scoring, ticketing, media and parking resources and areas.
8. **Event Insurance:** County shall obtain and maintain public liability insurance for the Event for (i) spectator injury and property damage and (ii) participant legal, pit, track, product liability and medical malpractice, with a minimum combined single limit equal to but not less than \$10,000,000.00 per occurrence.
9. **Miscellaneous County Rights and Obligations:**
- 9.01 County has the right for sponsorship sales providing there are no direct conflicts with **Series** sponsors, to be mutually agreed upon. Current lists to be provided to each party.
- 9.02 County has the right to execute and retain all car corral and parking sales.
- 9.03 County shall receive the first \$50,000 in ticket sales with ticket sales over \$50,000 split 50/50 equally between County and Series. In 2020,

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County shall receive the first \$60,000 in ticket sales with ticket sales over \$60,000 split 50/50 equally between County and Series. In 2021 and 2022, County shall receive the first \$70,000 in ticket sales with ticket sales over \$70,000 split 50/50 equally between County and Series.

- 9.04 County will pay Series \$5 for each County Season Pass Holder spectator that attends the event days that are open to spectators.
- 9.05 County shall receive 100% of the beverage concessions and food vendor and catering commissions.
- 9.06 County shall provide adequate parking areas (which have been commonly and previously used to host this and other events of comparable size) and parking passes/permits. For the foregoing purposes, three (3) weeks in advance of the Event, County shall furnish Series with accurate plans, engineering and scale drawings, maps, dimensions and the like for said paddock, garage, pit, parking and related areas. In all areas allocated to Series for the conduct of the Event such as, by way of example but not limitation, the paddock, garage, pit stalls and related areas.
- 9.07 County shall honor the Series credentials.
- 9.08 County shall ensure that the pit lane is properly marked and painted in a manner acceptable to Series for its anticipated entrants.
- 9.09 County shall work and coordinate with Series in arrangements and activities which will enhance the Event and further the interests of the Series through activities such as: adequate track time for VIP pace car rides; VIP access to the starter-stand throughout the Event weekend; and the like.
- 9.10 County shall provide a meeting room or covered space for drivers' meetings with a minimum capacity of 40 chairs and additional standing room, actual area TBD.

End of EXHIBIT D

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EXHIBIT E

ADVERTISING AND USE OF REGISTERED MARK

1. Cross Trademark Licenses:

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

i) Terms and Conditions of Use. County shall display the Series mark in all publicity, advertising and promotion relating to the Event, and only upon the prior written approval of Series, which shall not be unreasonably withheld

ii) Indemnity. Series hereby agrees to indemnify County from any claims or loss arising out of County's use of the Series Marks or Official Logos in strict accordance with the terms and conditions of this Agreement.

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

i) Terms and Conditions of Use. Series shall have the right to use and sublicense County's marks in connection with publicity, promotion or advertising of the Event; however, the Series shall not, without the prior written consent of County, use or sublicense the use of County's marks on the branding of any retail package product, unless otherwise expressly permitted in this Agreement. Any use of County's marks must be pre-authorized by County.

ii) Limited Authorization. This license does not authorize Series to use County's marks in its corporate business or firm name and title nor to use or permit the use of County's marks other than in accordance with the terms and conditions of this Agreement.



- iii) Indemnity. County hereby agrees to indemnify Series from any claims or loss arising out of Series use of County's marks in strict accordance with the terms and conditions of this Agreement.
- 1.03 Misrepresentations. Neither County nor Series shall make any misrepresentations in connection with publicizing, promoting or advertising the Event.

End of Exhibit E

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EXHIBIT F

INSURANCE AND INDEMNIFICATION

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

1. EVENT GENERAL LIABILITY MINIMUM COVERAGE REQUIREMENTS:

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

- i. Series' General Liability coverage is to be shown as Primary on the Certificate. The Certificate must state: ***"This insurance is primary and non-contributory to any other insurance available to the additional insureds."***
- ii. Coverage must waive subrogation as respects the additional insureds.
- iii. Series shall provide to County a certificate of insurance evidencing the required coverages no later than thirty (30) days prior to the Event to be insured. Upon County's request Series shall provide full copies of all applicable insurance policies.

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- iv. General Liability and Umbrella policies need to be placed with a carrier at least A Rated by A.M. Best.
- v. The policy shall designate as "additional insureds" the: (1) County of Monterey, its officers, agents, and employees; (2) Sports Car Racing Association of the Monterey Peninsula (SCRAMP) its officers, directors, agents and employees, and; (3) those entities and names listed in Exhibit F-1, if any.
- vi. The certificate of insurance and policy agreement should list any deductibles Series might be responsible to pay or reimburse.
- vii. If a satisfactory certificate is not received by a date thirty (30) days prior to the scheduled commencement of the Event to be insured, County shall have the right, but not the obligation, to cause the Event to be insured for liability under the current County Insurance Plan. Certificates evidencing such coverage and a billing for the appropriate premium charge therefore shall be sent to the Event organizers/promoters. In case the premium charge is unpaid by a date seven (7) days prior to the scheduled commencement of the event, County may cause the Event to be cancelled.

2. **PARTICIPANT ACCIDENT COVERAGES:** Series shall be responsible for providing accident coverage for its participants including officials, workers, and volunteers.

3. **REPRESENTATIONS AND WARRANTIES:**

- a. Series represents and warrants to County that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by Series has been duly authorized. This Section 3.a shall survive expiration or termination of this Agreement.
- b. County represents and warrants to Promoter that it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement, and that the execution and delivery of this Agreement by County has been duly authorized. The County does further represent and warrant to Series that the Track is fit, and operational for the purposes of this Agreement. This Section 3.b shall survive expiration or termination of this Agreement.

End of Exhibit F

Handwritten initials 'WP' and 'W' in circles.

EXHIBIT A-1

EVENT SCHEDULE DRAFT AND SUBJECT TO CHANGE

Event Schedule:

2019

- Thursday: Load in (no on-track activity/track may be active on this day)
- Friday: Trans Am Test Day and SVRA, practice and qualifying (open to spectators)
- Saturday: Trans Am practice and qualifying and SVRA qualifying and feature races (open to spectators)
- Sunday: Trans Am feature races and SVRA features races (open to spectators)

2020-2022

- Wednesday: Load-in (no on-track activity/track may be active on this day)
- Thursday: SVRA Test Day (closed to spectators)
- Friday: Trans Am Test Day and SVRA, practice and qualifying (open to spectators)
- Saturday: Trans Am practice and qualifying and SVRA qualifying and feature races (open to spectators)
- Sunday: Trans Am feature races and SVRA features races (open to spectators)

2019 Event will be a West Coast Trans-Am event supported with SVRA historic races
2020-2023 Event will be a national Trans Am event on the schedule

Race Schedule to be provided by Series

End of Exhibit A-1

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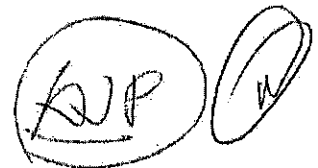
EXHIBIT G

Master List Inventory/Signage/Pricing

To be provided by SCRAMP.

Signage	Quantity	Suggested Retail Cost
Perimeter Spectator Signage (per foot)		\$20
Grandstand Flags	300	\$100
Track Barrier (30"x12')		\$250
Super Vinyl Barrier (4'x24')		\$5,000
Coreplast Mini Billboard (7'x24')		\$7,000
Pit Row Suite Fascia Sign (4'x15')		\$8,000
Hillside Banner (20'x40')		\$10,000
Turn 11 Billboard (12'x24')	8	\$15,000
Turn 9 Bridge Billboard (8'x60')		\$20,000
Television Corner Billboard (8'x60')	6	\$25,000
Corkscrew Billboard (12'x24')	4	\$35,000
Turn 7 Wire Bridge (8'x60')	2	\$35,000

End of Exhibit G

Handwritten initials 'KJP' inside a circle, followed by another circle containing the letter 'W'.