

EVENT AGREEMENT

This Event Agreement (the "Agreement") between American Historic Racing Motorcycle Association (Series), owner and operator of the AHRMA Classic Moto Fest (the "Event") with its principal place of business located at 49 Ferguson Lane, Elora TN 37328 and the County of Monterey, a political subdivision of the State of California (the "County" with its principal place of business at 168 W. Alisal St., 3rd Floor, Salinas, CA 93901 is entered into and is effective as of November 16, 2020. Series and County may be referred to herein as "party", or collectively as the "parties".

RECITALS

WHEREAS Series is wanting to conduct a motorcycle type road and off-road racing event at WeatherTech Raceway Laguna Seca at Laguna Seca Recreational Area (the "Facility") and

WHEREAS County owns and/or controls the Facility and wishes to have Series conduct a road and off-road racing event, at the Facility, known as the "AHRMA Classic Moto Fest" (the "Event"); and

WHEREAS Series is willing to conduct the Event in accordance with the terms and conditions of this 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: Area 23 Diagram
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 and/or Manager to act on behalf of the County with respect to the obligations and responsibilities set forth in this Agreement.

4.
 - 4.01 Manager appointed by County may operate, manage, and maintain the Facility *for and on behalf of County*.
 - 4.02 Series acknowledges that a County appointed Manager, is the County's onsite manager for the Facility and Series shall follow direction from Manager regarding daily use and operations of the Facility.
 - 4.03 Despite County's designation of Manager, County remains responsible for all final decisions, rights, and obligations under this Agreement.
 - 4.05 The County, in its sole discretion, may replace Manager's designation.

5. Events of Default. For purposes of this Agreement, the following constitutes a "Default":

- 5.1 Failure of either party to abide by the terms and conditions of this Agreement.
- 5.2 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.
- 5.3 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.
- 5.4 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. Notwithstanding anything contained herein to the contrary, the change in County government employees, management, or elected officials shall not be deemed a change in control or management.
- 5.5 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.

6. Termination

Notice of Termination by either party is effective as of the date the notice is received. Series may not cancel event less than 60-days prior to the Event. Termination occurring 60-days or less prior to Event, will result in a loss of \$22,500, deducted from the full base rental fee, unless cancelation is due to local, county, and/or state health official directives due to ongoing global health concerns.

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

- 6.1.1. Terminate this Agreement or the sanction granted by this Agreement.

6.1.2. Refund any previously paid unearned fees.

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

6.2.1. Terminate this Agreement and retain all payments made and collect all payments due under this Agreement; and

6.2.2. Require that the Series to hold harmless the County, its Board, officers, agents, and employees from any loss resulting from Series' Default.

6.3. County's Rights and Remedies Upon Termination:

6.3.1. Upon Termination, Series shall promptly comply with all monetary obligations that have accrued as of the effective date of termination.

6.3.2. All other terms and conditions of this Agreement shall survive such termination.

6.3.3. Nothing in this Article shall be construed to limit County's other rights or remedies.

7. Indemnification.

7.1. County shall indemnify and hold Series, its board, officers, agents, and employees harmless from any and all third party claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, damages, and costs of any nature arising out of the Event or this Agreement or latent or patent defects at the Facility, except to the extent that 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 Series.

7.2. Series shall indemnify and hold County, its board, officers, agents, including Manager, and employees harmless from any and all third party claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, rights, damages, and costs of any nature arising out of the Event or this Agreement or 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.

8. 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:

8.1. TO SERIES: Curtis E. Comer, Executive Director AHRMA, 49 Ferguson Lane, Elora, TN 37328.

- 8.2. TO COUNTY: Addressed to Lavonne Chin, Administrative Operations Manager, 168 W. Alisal, 3rd Floor, Salinas, CA 93901 and General Manager of Laguna Seca Recreation Area, 1021 Monterey Salinas Highway, Salinas, CA 93908,
- 8.3. *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.*
9. 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.
10. Amendments. This Agreement may not be amended or modified except in writing and signed by both parties.
11. 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.
12. 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.
13. 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.
14. 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.
15. Force Majeure. Neither party shall be liable to the other for delay in the performance of this Agreement, or for any delay, shortening or cancellation of any race event ("Altered Event"), or for any damages suffered by such other party, to the extent any delay, Altered Event or nonperformance is due to causes beyond the control of the first party, including but not limited to, acts of God, war, terrorism, civil strife, conditions of serious threat to health or safety, rain, fire, strikes, boycotts or similar refusal to participate (included by Event participants), inclement

or severe weather (including lightning strikes), power outages, pandemic or inability to obtain necessary labor or materials. In the event of Force Majeure, Series shall receive full compensation of fees paid, minus net costs of fulfillment at the date of the Altered Event. The parties acknowledge that the World Health Organization has declared a pandemic for severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)/COVID-19 (novel coronavirus), the United States government has declared a national emergency, and the United States government and various state, county and local governments have imposed (or may impose in the future) severe restrictions and limitations on, and policies and guidelines applicable to, the day-to-day activities of businesses and individuals, including sporting events. Accordingly, Series intends to continue certain motorcycle racing activities for 2021, the scope and nature of which are (or may be), notwithstanding anything in the Agreement to the contrary, subject to or limited by certain requirements and/or limitations, including the following (collectively, the "Operational Limitations"): (i) adherence to applicable government restrictions, limitations, policies, directives, orders and/or guidelines, both at race events and with respect to Series' operations generally, and those of the Centers for Disease Control, OSHA, EEOC and other applicable agencies or organizations, (ii) following recommended protocols for medical screening and testing for communicable disease(s), including severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)/COVID-19 (novel coronavirus), and or any mutation, strain or variation thereof ("COVID-19"), (iii) quarantine or shelter-in-place for those who are sick or who have COVID-19 symptoms, and appropriate contact tracing, (iv) proper sanitation and disinfection of common and high-traffic areas and use of healthy hygiene practices, (v) use of social distancing and following suggested guidelines for personal protective equipment, (vi) execution of applicable communicable disease related hold harmless, release, waiver of liability, and indemnity agreements, and (vii) subject to the provisions below, potential restrictions on individuals attending race events (including travel restrictions) and/or having access to the paddock or other restricted areas. In the event a party believes in good faith that it is necessary to cancel, suspend, postpone or reschedule the Event in whole or in part for any reason relating to COVID-19 and/or the Operational Limitations, the parties will promptly consult with each other in good faith and mutually agree upon the proper actions taking in-to account applicable governmental directives or orders and will mutually agree on appropriate adjustments to the Agreement in connection therewith. Notwithstanding anything contained in the Agreement to the contrary, neither party shall be liable for, or in breach or default due to, any failure or delay in performance under the Agreement to the extent such failures or delays are proximately caused by or related to applicable government directives or orders or if COVID-19 and/or the Operational Limitations makes it commercially impractical, illegal, inadvisable or impossible, in whole or in part, to perform the applicable terms of the Agreement or the purpose of the Agreement is frustrated. In the event of a complete (i.e. neither racing nor spectators allowed) cancellation, due to a Force Majeure Event, no rental fee will be due from Series and the parties will work together to determine a fair allocation of any previously incurred expenses that cannot be reasonably avoided or mitigated.

16. Limited In-person/Participant Operations. In the event that applicable government directives or orders require that the Event be generally held on a closed basis (with limited in-person spectators or limited Participant access), the parties will consult in good faith and mutually determine appropriate adjustments to the Agreement to reflect the different model for holding the Event. If the parties cannot mutually agree on appropriate adjustments, then: (i) Series shall pay a flat \$27,300 fee per 105dB day in addition to any safety services such as ambulance, tow, corner workers, etc. based on track use of canceled event to County and be responsible for all

expense of the Event.

Health and Safety Protocols: Series acknowledges and agrees to follow and comply with any County, State, or other health and safety protocols or measures, imposed by County or Manager, at the time of the Event. In the event health and safety conditions prohibit spectators, Series agrees to follow the applicable COVID-19 protocols required by County and in compliance with local, state and/or federal health and safety guidance.

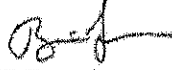
17. Representations and Warranties:

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 shall survive expiration or termination of this Agreement.


b. County represents and warrants to Series 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 shall survive expiration or termination of this Agreement.

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

County of Monterey
BY:
Signature: _____
Dewayne Woods, Assistant CAO
Date: _____

AHRMA
BY:
Signature: 
Print Name: Brian Lutzburg
Title: Treasurer
Date: 3/4/21

Approved as to Form:
Signature: _____
Leslie J. Girard, County Counsel
Date: _____

AHRMA
BY:
Signature: 
Print Name: CURTIS E. CONNOR
Title: EXECUTIVE DIRECTOR
Date: 3/4/2021

Approved as to Fiscal Provisions:
Signature: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions:

Signature: _____
Risk Management

Date: _____

Exhibit A
EVENT SUMMARY

DESIGNATED COUNTY AGENT: A&D Narigi Consulting LLC
1021 Monterey Salinas Highway
Salinas, CA 93908

FACILITY NAME: WeatherTech Raceway Laguna Seca at Laguna Seca
Recreation Area

EVENT NAME: AHRMA Monterey Classic Moto Fest

SERIES: American Historic Racing Motorcycle Assoc.
49 Ferguson Lane, Elora TN 37328

AGREEMENT TERM: 2021 - 2023

EVENT START TIMES: 8:00 a.m. Daily

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

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

DATE OF EVENTS: July 16-18, 2021, July 15-17, 2022, July 14-16, 2023

LOAD IN: Wednesday, July 14, 8:00am – 6:00 pm

SET-UP: Thursday, July 15, 7:00am – 7:00pm
Load-in and Load-out dates remain consistent in
2022 and 2023

EVENT FEES: 2021-\$150,000, 2022-\$160,000, 2023-\$170,000

PAYMENT DUE DATE: Upon invoice, \$80,000 deposit due no later than
June 1 of each agreement year. Deposit installments
of \$20,000 due on the 15th of each month starting
in January of each year (2021 year starts in March).
Balance due no later than July 1st of each year.

INSURANCE SUBMISSION DATE: 90-days prior to Event

Facility Assets Included for Use
During Event: Road Racing Circuit/Course
Garages Bays 1-24 Steward's Room
Timing & Scoring Building
Paddock Area
Vendor Marketplace Area

All Parking Areas

*Off-Road Course Area 23, as identified in attached Exhibit G, an off-road vehicle area, subject to restrictions.

Premier Pit Row Suites

Turn 1 Hospitality Pavilion

AHRMA shall also have access to use the Turn 1 Hospitality Pavilion on Monday – July 19 for AHRMA Board Meeting

Turn 3 Paddock Structure (shared revenue if used – see Exhibit B) Campgrounds and Camping Facilities

Staffing Inclusions in Base Track Rental Fee:

Ticketing, Camping Staff

Event Operations Staff

Concessions and Hospitality Volunteers

Parking and Paddock Volunteers

Admission and Vehicle Control Volunteers

Series and LRSA Manager will mutually develop and agree to an Event staffing protocols for all areas detailed in the Agreement no less than 60-days prior to Event.

***Area 23:** Use of Area 23 may be subject to additional permit requirements and restrictions, including CEQA requirements, and approval by Monterey County. At its own cost and expense, Series is responsible for obtaining appropriate use permits. Series shall mutually cooperate with County to prepare the area for use, at its own expense. Series further agrees that neither County nor Manager shall be liable for negligent injury in Area 23 to Series and its employees, personnel, guests, invitees and/or participants. Series and all participants at the Event agree to indemnify, defend and hold harmless the County, Manager, and their officers, agents and employees from and against any and all claims, demands, losses, expenses, liabilities and damages arising from the use of Area 23 areas by Series, and Series' employees, personnel, guests, invitees, and participants. Upon notice from County or Manager, Series shall defend all such claims at Series' sole expense. Series, as a material part of the consideration of this Agreement, hereby assumes all risk of damage to property or injury to persons in, upon or about the Area 23 and related facilities arising from any cause, and Series to the fullest extent required by California law hereby waives all claims in respect thereof against the County and Manager.

End Exhibit A

Exhibit B

SERIES OBLIGATIONS

Series shall be responsible for the following:

1. Event Fees, \$150,000 (2021), \$160,000 (2022), and \$170,000 (2023) Base Track Rental Fees.
2. Shared Revenue
 - 2.01 County to retain the first \$25,000 generated through spectator ticket sales to cover *Ticket Sales Staffing, Volunteer Services and third-party ticketing system fees* leading up to and throughout the Event. Series be paid all remaining gross revenue generated from ticket sales. All ticket revenue due to AHRMA to be paid by County no later than 90 days from conclusion of Event.
 - 2.02 Series shall retain eight (8) Pit Row Suites (suites 1, and 6-12) for internal use or for corporate sales. County shall have access to sell four (4) Suites for individual Ticket Sales Revenue. County shall retain all revenue from the four (4) remaining Suites (suites 2-5).
 - 2.03 Series shall work with County to create, promote and sell a high-end hospitality option (i.e., Flagroom) located in either the Turn 1 Pavilion or Turn 3 Pavilion Buildings as additional Ticket Sales Revenue. Revenue shared 50/50 after expenses.
 - 2.04 Series shall retain twelve (12) Campsites, with full hook-ups for internal use. County shall have access to all remaining camping sites and camping areas for individual Camping Revenue. County shall retain ALL revenue from camping.
 - 2.05 Series retains the right to source and contract food vendors for the event. Series will allow year-round food and beverage sponsors (with event footprint assets) their agreed upon footprints within the Event. Series will keep 100% of the revenue from all Food Vendors outside of the Cruisn' Café. County shall have the right to operate and retain 100% revenue from the Cruisn' Café. Series is responsible for obtaining all applicable food and safety permits.
 - 2.06 Series shall have the right to setup satellite beverage areas for sale of non-alcoholic beverages. Series will be required to purchase beverages through County's preferred beverage partner for resale. Series will keep 100% of revenue generated through non- alcohol beverage sales during the event. County retains 100% of all alcohol sold during event.
 - 2.07 Series shall be responsible for any additional costs associated with hiring of service clubs, beyond volunteer areas. Service club fees shall be finalized no closer than 90 days out.

3. 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. Series will work together with County on guidance and recommendations on paddock design and set-up. Series is responsible for the Paddock layout and design.
- a) Insurance. Series is responsible for providing at its sole expense: (i) participant accident insurance coverage for all Series sanctioned activities including, but not limited to, all on-track participants, officials, course marshals and all Series credentialed personnel. This proof of coverage needs to be received by County no later than 90 days prior to the Event(s) and comply with Exhibit F. The insurance policies shall not be canceled or reduced without at least ten (10) days prior written notice to County. A Certificate of Insurance showing the existence of a policy or policies having the required coverage with the above-described endorsements must be delivered to County and Manager prior to the beginning of any use under this Agreement.
4. Fire and Medical Equipment and Personnel. Series shall be responsible for all costs and expenses associated with medical and fire 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, ambulance, safety and fire suppression matters at the Track.
- 4.01 For the Track and Related Areas: There shall be a minimum of ten (10) properly trained corner workers, 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.
- 4.02 Minimum of one (1) staffed recovery trucks with trailers at the expense of the Series.
- 4.03 Track Preparation and Cleaning: County shall ensure that the raceway surface is clean and safe for on-track activities. Raceway will be power swept each morning prior to on-track activities. County will also have track sweeping services at the ready if the racing surface becomes unsafe due to an on-track incident.
- 4.04 For Ambulance Resources: County to provide 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 racetrack activities.

- 4.05 Spectator Ambulance:
- i) County to 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.
- 4.06 Emergency 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 race control personnel to immediately and carefully coordinate dispatch and direct emergency service vehicles and personnel.
- 4.07 Security for Pit, Paddock and Garage Areas: County shall furnish adequate volunteer security personnel and equipment in the pit, garage/paddock and adjoining areas. County shall limit access to the pit area before, during and after the Event solely to authorized individuals and equipment. County is solely responsible and liable for the actions of volunteer security personnel provided. Series is responsible to hire any overnight paddock security if required by Series and shall bear responsibility and liability for the actions of this personnel.
5. Awards. Series shall be responsible for paying all purse awards. Series is responsible for podium, podium activities, champagne, and any other costs associated to award presentations.
6. Condition of Property: Upon termination of the Event or termination of this Agreement, it is the sole responsibility of the Series to ensure that all participants, guests or invitees have vacated and removed their personal property from the Facility. The Series shall notify County upon discovery of any damage to the Facility or its equipment and/or personal property. County or its Manager may inspect the Facility upon vacation and provide a list of damage to the Property, equipment, and/or personal property discovered within 30 days following the expiration of this Agreement. The Series agrees that if the Facility, equipment and/or personal property are damaged in connection with the Series' use of the Facility, with exception of reasonable wear and tear damage, the Series shall repair, restore, and/or replace the Facility, equipment and/or personal property to its original condition prior to such damage. Reimbursement for such damage shall be based on replacement of actual cash value. This section shall survive termination of this Agreement.
7. Timing and Scoring. Series shall provide and be responsible for all timing and scoring requirements.
8. 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 participants to change to a legal, licensed frequency prior to arriving at the track.

9. Trophies. Series shall be responsible for all trophies and prizes.
10. Series Operations.
 - 10.01 Series is required to manage its own operations.
 - 10.02 Series is required to perform all technical and safety inspections.
 - 10.03 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.
 - 10.04 Series is required to perform registration and related administrative functions for all employees and participants/entrants.
 - 10.05 Registration will be located at Series chosen location at Series cost.
11. Track Announcer: Series shall provide an announcer for all on-track activity and podium.
12. Additional Signage: Series shall have the opportunity to sell additional signage and sponsor-related entitlements beyond items listed in Exhibit C. Any Series revenue generated from additional on-track signage locations will be 50/50 split of net with County.
13. In-Paddock Vendors: Series shall have the opportunity to sell event specific in-paddock/marketplace vendors. Vendors must comply with California codes and provide a resale license. Series will retain revenue.
14. Entry Fees: Series shall retain all participant and crew entry revenue as outlined in Exhibit "A".
15. Contractors and Suppliers: Series is required to use track approved contractors, caterers, vendors, and suppliers.
16. Event related equipment rentals: Series shall cover the costs of all equipment services and order through track approved equipment partners, including but not limited to generators, electrical hook-ups, I.T. requirements, tents, tables, chairs and any associated permits.

End Exhibit B

EXHIBIT C

SPONSORSHIP OBLIGATIONS

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

1. County will provide an inventory of available signage for the Series to sell and utilize. Series is required to use the County authorized track signage provider for all signage and installation.

Two (2) 8'x40' Start Finish Banners
Two (2) 8'x27' Start Finish Banners
Two 7'x42' Turn 2 Hairpin Billboard signs
Two (2) 12'x72' Turn 3 Billboards
Tire Bridge structure
Catch-Fence Billboards
Turn 2, Turn 3, Turn 4, Turn 5, Turn 8, Turn 9, Turn 10,
Turn 11
Four (4) 12'x24' Turn 11 Billboards
Two (2) 8'x100' Turn 7 "wire bridge" Billboards
Two hundred (200) 30"x12' trackside concrete or tire barrier signs
Four (4) 12'x24' Corkscrew Billboards
Unlimited Trackside A-Frames
*Any future developed signage locations or unique opportunities to be discussed in advance for inclusion

- 1.01 Series is responsible for all costs associated with Series related signage, including design, production, installation, and removal.
- 1.02 County shall provide Series with a track-approved and insured signage installation vendor to negotiate rates and services with. Series is responsible for all associated costs.
2. County Sponsors and Signage: Series understands that County retains signage locations throughout the Track and Facility for year-round sponsors, and retains the right to those locations and branding, regardless of possible conflict with Series sponsors ("County Sponsors").
 - 2.01 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.
3. Vendors: Series shall have the opportunity to sell exhibit and product vendors. Vendors must comply with California law and provide a resale license.

End Exhibit C

EXHIBIT D

COUNTY 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 prior to and during the Event. County shall be responsible for the safety of such persons while at the Facility. County warrants that the Facility is and will be in a condition suitable for the Event.
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 it is required to obtain for the Event. Each Party 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. Series required to follow all health protocols and guidelines mandated by State and County for general public safety.
3. Facilities. County shall furnish adequate facilities, personnel (including security personnel), equipment and services for accommodating and controlling the public during the Event.
4. 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.
5. Event Insurance: County shall obtain and maintain public liability insurance for the Event on a primary basis 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, and shall cause Series to be named as an additional insured with respect thereto.
6. Miscellaneous County Rights and Obligations:
 - 6.01 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.

- 6.02 Honor the series credentials.
- 6.03 Provide suitable public address system with two (2) wireless microphones for the purpose of making competitor announcements throughout the garage, pit and paddock areas. Series is responsible for cost to operate system through track approved public address operator.
- 6.04 Provide suitable staff or volunteer personnel to secure the pits as designated by Series, and the garage/paddock area on a continuous, 24-hour/day basis beginning the first day the Facility is open to Series personnel or competitors and ending on Sunday evening of the event.
- 6.05 Ensure that the pit lane shall be properly marked and painted in a manner acceptable to Series.
- 6.06 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 as mutually agreed upon such as: adequate track time for VIP pace car rides; VIP access to the starter-stand throughout the Event weekend; and the like.
- 6.07 County shall market and promote the Event as a premier/major event similar to other events on the Facility season schedule to include but not limited to:
 - i) Being added to the Season Schedule and all associated marketing material
 - ii) Included on County/WRLS website as an Official Event, including ticket sales page
 - iii) Promoted similar to other events on the Season Schedule through all distribution channels
 - iv) Will produce and coordinate official press release, social media posts, and incorporate the event into regularly scheduled marketing plans developed for the year.
- 6.08 Provide a meeting room or covered space for drivers' meetings with a minimum capacity of 40 chairs and additional standing room, actual area TBD. If specific health mandates are still in effect, this obligation by County will be provided based on required CDC, state, and local health protocols.

End Exhibit D

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, to the Series Event logos (the "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' Marks 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 authorized use of the Series Marks or Official Logos in 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 trademarks, including the Laguna Seca Raceway trademarks (the "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 authorized use of County's Marks in 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.
- 1.04 Series shall refer to the raceway at all times as WeatherTech Raceway Laguna Seca.

End Exhibit E

EXHIBIT F

INSURANCE AND INDEMNIFICATION

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

I. EVENT GENERAL LIABILITY MINIMUM COVERAGE REQUIREMENTS:

<u>Coverage:</u>	<u>Minimum Required Limit:</u>
Bodily Injury and Property Damage Liability	\$10,000,000 Each Occurrence Limit (including Contractual Liability, written and oral)
Damage to Rented Premises (or Fire Legal)	\$300,000 per occurrence
Medical Expense	None
Personal and Advertising Injury Liability	\$10,000,000 per occurrence
General Aggregate Limit(Including Spectators)	None (Per Event is acceptable) (No Annual Agg)
Products-Completed Operations Aggregate	\$10,000,000
Legal Liability to Participants	\$10,000,000 per occurrence (No Annual Agg) (Including Participant to Participant coverage)
Official Vehicle Property Damage	\$100,000 per occurrence
Racing Errors and Omissions Coverage	\$100,000 per occurrence (No Annual Agg)
Liquor Liability	\$5,000,000 per occurrence (Host at Minimum)
Medical Professional Liability	\$10,000,000 per occurrence (Excess Acceptable)
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 forty-five (45) days prior to the Event to be insured. Upon County's request, Series shall provide full copies of all applicable insurance policies.
- iv. General Liability and Umbrella policies need to be placed with a carrier at least A Rated by A.M. Best.

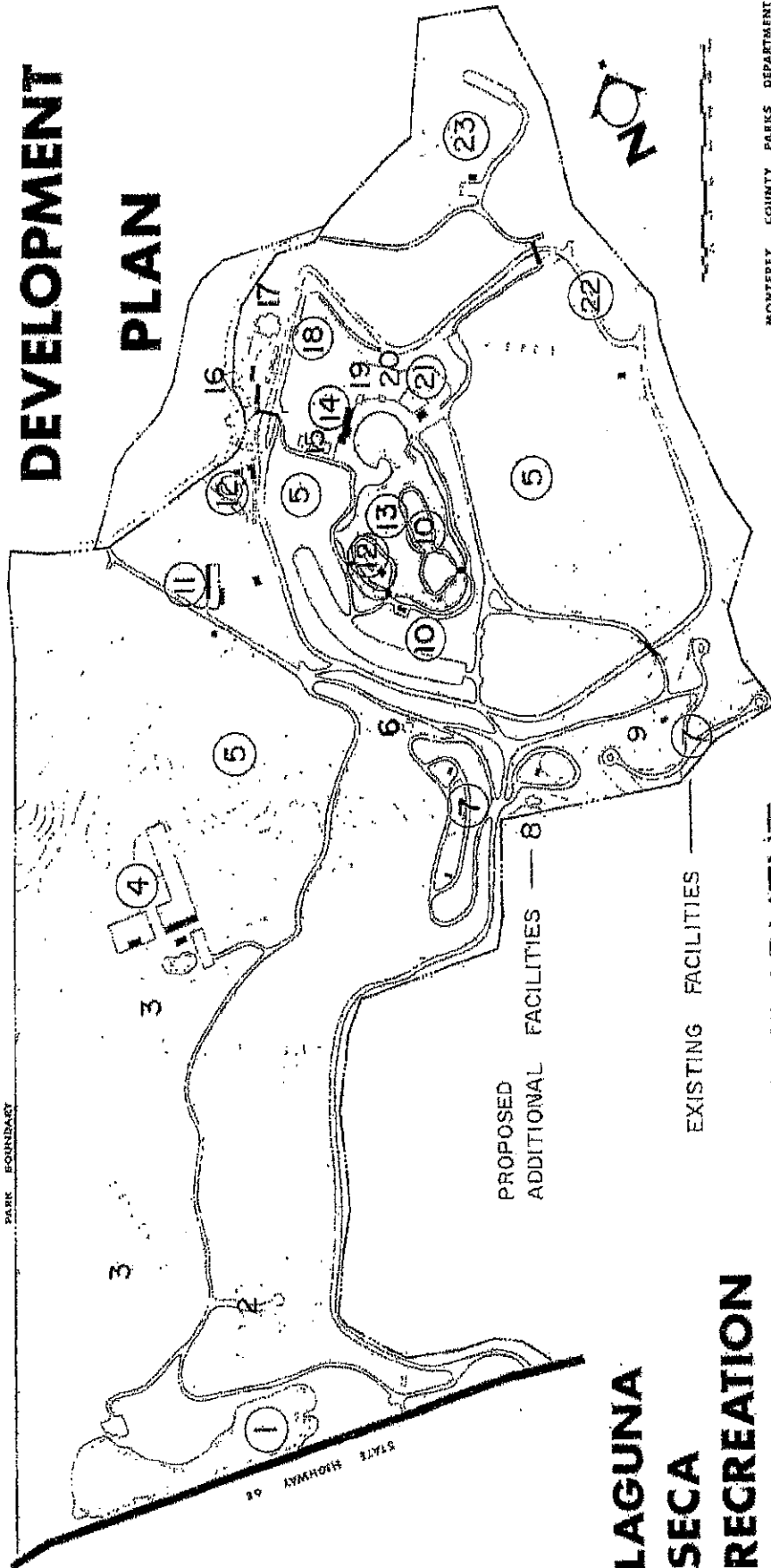
- v. The policy shall designate as "additional insureds" the: (1) County of Monterey, its officers, agents, and employees; (2) A&D Narigi & Associates its officers, directors, agents and employees, (3) All Fields Sports, LLC its officers, directors, agents and employees, and (4) those entities and names 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 within 45 days prior to Event, County may cancel the event and terminate this agreement without penalty or cost. County shall have the right, but not the obligation, to cause the Event to be insured for liability under the 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 (14) days prior to scheduled commencement of the event, County may cause the Event to be canceled and this agreement terminated with penalty or cost.

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

End Exhibit F

EXHIBIT G

**DEVELOPMENT
PLAN**



MORTEBY COUNTY PARKS DEPARTMENT

**LAGUNA
SECA
RECREATION
AREA: GENERAL DEVELOPMENT**

LAGUNA SECA RECREATION AREA
GENERAL DEVELOPMENT PLAN

Key to General Development Plan

Existing Facilities (prior use permit approved or approved non-conforming use permitted)

- 1 Nature sanctuary
- 4 Pistol & Rifle Range
- 5 Special event areas
- 7 Campgrounds
- 10 Family day use picnic areas
- 11 Ranger residence and maintenance facility
- 12 Group day use picnic areas
- 13 Lake day use
- 14 Racing team garage
- 18 Paddock area
 - go carts
 - exhibit areas
 - automobile related events
- 21 Wet & Wild recreation area
- 22 Laguna Seca racetrack
- 23 Off-Road Vehicle area

Proposed Facilities (proposed additional facilities for inclusion in the Laguna Seca General Development Plan)

- 2 Employee housing
- 3 Sports and Range facilities (additional development)
- 6 Campground multi-purpose building
- 8 Campground store
- 9 Youth Hostel facility
- 15 Auto restoration garage
- 16 Plaza complex
 - exhibit areas
 - food booths (permanent)
 - amphitheatre
 - restaurant
- 17 Auto museum