



MAZDA RACEWAY LAGUNA SECA

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**RUSS BROWN MOTORCYCLE ATTORNEYS  
2018 SPONSORSHIP AGREEMENT**



THIS AGREEMENT is made on this 15th day of November, 2017 between MONTEREY COUNTY and the SPORTS CAR RACING ASSOCIATION OF THE MONTEREY PENINSULA ("SCRAMP"), as it's acting agent of record with offices at 1021 Monterey Highway 68, Salinas, California 93908 and RUSS BROWN MOTORCYCLE ATTORNEYS, ("Sponsor") with its principal offices at 4400 Coldwater Canyon, Suite 200, Studio City, CA 91604, regarding sponsorship of the SCRAMP-produced Motul FIM World Superbike Championship (June 22-24, 2018) known to herein as the "Event".

1. Term: The term of this Agreement ("Term") shall be deemed to have commenced on June 1, 2018 and will conclude June 25, 2018, unless earlier terminated as provided below or extended by mutual agreement of the parties.
2. Sponsorship Benefits: Event Operator agrees to provide the sponsorship benefits outlined in **Exhibit A** during the Term in connection with the Events in a manner reasonably satisfactory to Sponsor.
3. Consideration: In consideration of SCRAMP providing the benefits listed herein (including Exhibit A), Sponsor agrees to pay the SCRAMP: Twelve Thousand Dollars (\$12,000) (the "Payment"). Payment shall consist of a one-time payment due no later than May 1, 2018. Fee includes cost for signage installation.
4. Compliance with the Law: SCRAMP is solely responsible for the administration, management, and fulfillment of the Event and represents and warrants that all elements of the Event will be conducted in full compliance with all applicable laws, rules, and regulations.
  - a. If at any time during the Term, SCRAMP does not retain the rights and ability to manage the Facility, the Agreement shall be subject to renegotiation or may be terminated immediately by Sponsor.
5. Termination. Either party may terminate this Agreement a) if the other party has committed a breach of this Agreement, which has not been cured within 15 days after receiving written notice of such breach, or b) if the other party becomes insolvent or becomes involved in bankruptcy proceedings. In the event of termination by Yamaha Motor Corp. pursuant to this Paragraph, the SCRAMP will refund a pro-rata portion of the Payment based on the number of Event days remaining in the Event following the termination.
6. Independent Contractors: Each party shall be an independent contractor relative to the other party hereto. Nothing in this Agreement shall be construed as creating a partnership, employer/employee, principal/agent, nor joint venture relationship between SCRAMP and Sponsor. None of the parties shall have any right to obligate or bind any other party in any manner whatsoever without prior written approval.
7. Assignment: Neither Sponsor nor SCRAMP shall assign this Agreement or any of the rights or responsibilities hereunder without prior written approval of the other parties; provided, however, that Sponsor may assign this Agreement without such approval to an entity that purchases substantially all of its assets, to an entity with which it is merged, or to an affiliate, subsidiary, or division. Any attempt to assign this Agreement shall be void and unenforceable.
8. Waiver/Breach: Waiver of any breach of this Agreement shall not constitute a waiver of any other prior or subsequent breach of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the non-breaching party. The failure of any party hereto to insist upon strict compliance with this Agreement, or any of the terms and conditions hereof, shall not be deemed a waiver of any rights or remedies that such party may have.
9. Severability: In the event that any provision of this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.
10. Representations and Warranties: Each Party represents and warrants to the other that: (a) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary actions; (b) this Agreement is a valid and binding obligation of each Party enforceable against it in accordance with its terms;



and (c) each Party has sole and exclusive authority to grant the rights to the other Party that are the subject of this Agreement. Further, Sponsor represents and warrants that it will comply with any and all federal, state, and local laws, rules and regulations governing the Events, including, without limitation, obtaining all governmental permits and authorizations required to produce the Event.

11. Insurance/Indemnity: (a) At their own expense, each party agrees to secure and maintain at least the following insurance policies in full force and effect throughout the Term of this Agreement: Workers' Compensation with statutory limits or a State Certificate of self-insurance and Employer Liability coverage limits of not less than \$1,000,000 per occurrence, Commercial General Liability with not less than \$3,000,000 combined single limit per occurrence, and Automobile Liability covering all owned, hired, and non-owned vehicles with limits of not less than \$3,000,000 combine single limits per occurrence and shall name the other party as additional insured on the Commercial General Liability and Automobile Liability Policy.

(b) Sponsor shall indemnify, defend, and hold harmless SCRAM, its parent, subsidiary and affiliated companies, and its officers, directors, agents and employees against all liabilities, judgments, and all expenses and costs including reasonable attorneys' fees, arising out of third party claims to the extent arising out of or resulting from: (i) the material breach by Sponsor of any representation, warranty, covenant or agreement made expressly by Sponsor hereunder; (ii) the use of any Trademark of Sponsor as expressly authorized by Sponsor; (iii) any promotional or publicity materials produced by or supplied by Sponsor (except with respect to approved SCRAM Trademarks contained therein); and (iv) the negligence or willful misconduct of Sponsor.

(c) SCRAM shall indemnify, defend, and hold harmless Sponsor, its parent, subsidiary and affiliated companies, and its officers, directors, agents and employees against all liabilities, judgments, and all expenses and costs including reasonable attorneys' fees, arising out of third party claims to the extent arising out of or resulting from: (i) the material breach by SCRAM of any representation, warranty, covenant or agreement made by SCRAM hereunder; (ii) the use of any Trademark of SCRAM as expressly authorized by Sponsor; (iii) the Events; (iv) any promotional or publicity materials produced by or supplied by SCRAM (except with respect to approved Sponsor Trademarks contained therein); (v) any equipment or other materials supplied by SCRAM; or (vi) the negligence or willful misconduct of SCRAM.

12. Advertising. During the term of this Agreement, each party hereto shall have the right to use photographs (and Sponsor shall have the right to take photographs at the Events). Trademarks (as defined below), and/or other representations of the other party hereto only in connection with the promotion, advertising or publicity of the Event, and only with the prior written consent of such other party, which consent shall not be unreasonably withheld. Each party hereto shall provide its written approval or disapproval of such promotion, advertising, or publicity materials within three (3) business days after its receipt of such materials from the other party. In no event shall either party hereto use the other party's Trademarks in any way without in each instance obtaining the other party's prior written consent. Upon termination of this Agreement for any reason, each party's right to use the other party's trademarks and/or tradenames shall immediately cease. Notwithstanding the foregoing, Sponsor may use SCRAM's Trademarks after the Term on its corporate and PR websites to factually refer to Sponsor's participation in or sponsorship of the Events for PR or informational purposes.

13. Trademarks. Trademarks, trade names, service marks, logos and symbols ("Trademarks") are, and shall remain, the sole and exclusive property of the respective party hereto ("Trademark Owner"). Each party recognizes the value of the goodwill associated with the Trademark Owner's Trademarks and acknowledges that all rights therein belong exclusively to the Trademark Owner, and that the other party has not acquired, and shall not acquire, any right, title or interest in any of Owner's Trademarks. Any and all goodwill and rights under trademark and copyright law, and all other intellectual property rights, that arise in favor of Trademark Owner as a result of this Agreement or otherwise shall inure to the sole and exclusive benefit of Trademark Owner. Neither party hereto shall, during or after the Term of this Agreement, do anything which could in any way conflict with the Trademark Owner's use or ownership of Trademark Owner's Trademarks and shall not attack, dispute or challenge the Trademark Owner's right, title and interest in and to Trademark Owner's Trademarks or assist others in so doing.

14. General: This Agreement (including Exhibit A) is the entire agreement between the parties relating to the Event and may only be modified in a writing that is signed by both parties. Each person signing below represents to the other party that they are authorized to sign this Agreement and bind their respective companies to fulfill the obligations contained herein. Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement. This Agreement may be signed in counterparts, each of which shall be an original. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other commonly used electronic means (such as PDF) shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be governed by and construed according to the internal laws of the State of California, without regard to conflicts of law principles.
15. Survival: All obligations under this Agreement that are continuous in nature, including, without limitation, those relating to Trademarks, Indemnification, and Insurance, shall survive the expiration or termination of this Agreement.
16. Notice: All notices, requests, demands, and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, or (iv) five (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postag@prepaid, and addressed as follows:


RUSS BROWN MOTORCYCLE ATTORNEYS  
4400 Coldwater Canyon, Suite 200  
Studio City, CA 91604  
Attn.: David Young  
NorCal Field Marketing Dir.

Mazda Raceway Laguna Seca  
1021 Monterey-Salinas Highway  
Salinas, CA 93908  
Attn: CEO



IN WITNESS WHEREOF, the parties hereto as of the date and year first above written have duly executed this Agreement.

**SPORTS CAR RACING ASSOCIATION OF THE  
MONTEREY PENINSULA**

By:   
(Signature)  
Name: Steve Fields  
Date: 11/17/17

**RUSS BROWN MOTORCYCLE ATTORNEYS**


By:   
(Signature)  
Name: David Young  
Date: 11/17/17

Exhibit A

*Russ Brown Motorcycle Attorneys Benefits*

1. **BRANDING**

- a. Title Sponsor Marketplace Stunt Show or Equal Fan Activity Area:
  - i. Name and logo on all materials and maps
  - ii. Opportunity to freely brand and post spectator signage throughout and all around the Fan Activities Area
  - iii. Opportunity to distribute promotional item to fans at the Fan Activities Area
  - iv. Russ Brown name/logo included on all schedules and social media postings in support of the Stunt Show
- b. One (1) South Boundary overhead entrance banner
- c. Two (2) Marketplace Bridge Stairwell Riser Banners
- d. Four (4) 4'x6' pedestrian bridge billboards
- e. Name and Logo on Official Website
- f. Two (2) Pre-Event banners on Official eNewsletter

2. **EXHIBITOR SPACE**

- a. One (1) 20'x40' Trailer Exhibitor space

3. **BAM PROMOTIONAL PROGRAMS**

- a. Promotional SBK Magnet
  - i. BAM will produce and distribute a minimum of 10,000 promotional SBK Magnets
  - ii. Distributed throughout So. Cal region and motorcycle events leading up to SBK
  - iii. MRLS will provide logo/artwork
  - iv. BAM will design/produce
- b. BAM Card Holder Ticket Discount
  - i. BAM will market and promote a \$20 off a 3-Day Ticket offer to it's 2M member database
  - ii. BAM Members will be provided a dedicated promotional web link directing them to the special BAM Discount Offer on MRLS Ticket Page
  - iii. BAM Members will have to enter their membership number or an agreed upon code/number to activate the offer