

# MAZDA RACEWAY LAGUNA SECA

## SPONSORSHIP AGREEMENT

THIS AGREEMENT is made effective on February 1, 2015, between SPORTS CAR RACING ASSOCIATION OF THE MONTEREY PENINSULA, A California not-for-profit Corporation, and MAZDA RACEWAY LAGUNA SECA (collectively "SCRAMP") with offices at 1021 Monterey Highway 68, Salinas, California 93908 and VP RACING FUELS, INC. ("Sponsor"), with offices at 7124 Richter Rd., Elmhendorf, TX 78112.

## FACTS

SCRAMP, in keeping with its objectives of fostering and promoting automobile racing in North America, is staging the eni World Superbike Championship, the Rolex Monterey Motorsports Reunion and the TUDOR United Sports Car Championship and two additional "major motorsports" events TBD (known as "Events"), set for the years of 2015 - 2020. SCRAMP has the right to license, for commercial purposes, the rights to certain information and materials related to the motor sports racing facility known as Mazda Raceway Laguna Seca ("Facility"). In the event SCRAMP conducts other races during the Term which may have broader marketing appeal to Sponsor than the races set forth above, Sponsor shall have an annual right of first negotiation to sponsor different races than those set forth above. In the event the above referenced races do not occur during the Term and a race of equal or greater value is not scheduled in which Sponsor would receive the same benefits, Sponsor shall receive a pro rata return of the Sponsorship Fee set forth in Schedule B.

## AGREEMENT

In consideration of the mutual covenants contained in this document, SCRAMP and Sponsor agree as follows:

### 1. GRANT OF RIGHTS

1.1 SCRAMP hereby grants to Sponsor the sponsorship rights described in annexed Schedule "A": (herein such subject matter and items of Schedule "A" being individually and collectively called "Sponsorship Rights"). Schedule "A" is incorporated by reference into this Agreement.

1.2 SCRAMP and Sponsor have a clear understanding that if at any time during the Term of this Agreement, SCRAMP is no longer the management body of the Facility under management rights agreement ("Concessions Agreement") with the Monterey County Parks Department the Agreement shall be terminated immediately.

### 2. TERM OF AGREEMENT

2.1 This agreement terminates at the sooner of November 1, 2020 or as otherwise provided herein.

3. SPONSORSHIP PAYMENTS

3.1 Sponsor shall pay to SCRAMP for the rights granted under this Agreement, the amount described in annexed Schedule "B" ("Payment for Sponsorship Rights"). Schedule "B" is incorporated by reference into this Agreement.

3.2 Sponsor acknowledges Time is of the Essence in meeting the payment schedules set forth herein.

4. WAIVER

4.1 The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

5. OBLIGATION OF SCRAMP

5.1 SCRAMP will stage and promote the 2015 – 2020 Events and will provide sponsor with the rights described in Schedule "A" annexed hereto.

5.2 SCRAMP will guarantee Sponsor, Sponsorship Rights to non-SCRAMP promoted Events with the rights described in Schedule "A" annexed hereto.

6. GOODWILL

6.1 Sponsor recognizes the great value and inherent attributes of the goodwill associated with the following names:

- (a) Sports Car Racing Association of the Monterey Peninsula (SCRAMP)
- (b) Mazda Raceway Laguna Seca
- (c) Monterey Parks Department
- (d) Laguna Seca Raceway
- (e) Rolex Monterey Motorsports Reunion

and acknowledges that such goodwill belongs exclusively to SCRAMP and that such names have acquired a secondary meaning in the mind of the public. Sponsor agrees not to use any of said names without specific advance written approval from SCRAMP as outlined in Paragraph 8.3.

7. OWNERSHIP OF NAME

7.1 Sponsor agrees that all ownership rights in the names listed in Paragraph 6 above shall remain in SCRAMP. In recognition of SCRAMP's sole and exclusive rights in the names, Sponsors shall not apply for nor obtain neither any state or federal service mark or trademark registration nor any Foreign Service mark or trademark registrations covering or including the name.

7.2 SCRAMP acknowledges that the trademark "VP Racing Fuels", "SEF", and all related logos, trade names, and trademarked slogans are registered trademarks of the VP Racing Fuels, Inc. and that this Agreement does not grant to SCRAMP any right or interest in the ownership of such

marks or any goodwill associated with such marks. SCRAMP agrees not to use any of said names without specific advance written approval from Sponsor.

8. APPROVAL OF USE OF NAME OR LOGO

8.1 SCRAMP grants to Sponsor the right to use its name and logo for promotional purposes, as well as the name and logo of the names listed in Paragraph 6 above, in connection with the Sponsorship Rights except as referenced in Paragraph 8.5 below.

8.2 Sponsor agrees that all of its use of these names and logos shall be of high standard and of such style, appearance and quality as to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the names and logos and the goodwill pertaining thereto.

8.3 Sponsor shall submit in writing all such use of the names and logos to SCRAMP for SCRAMP's advance written approval, which shall not be unreasonably withheld. If SCRAMP does not respond to Sponsor within seven (7) days of SCRAMP's receipt of such material for its approval, SCRAMP's approval shall be deemed given. SCRAMP specifically agrees that Sponsor may use the phrase "Official Racing Fuel of Mazda Raceway Laguna Seca" in its customary marketing, promotional, sales and advertising without obtaining any advance written approval.

8.4 After SCRAMP has granted its approval to Sponsor's use of the names and logos, Sponsor shall not depart from the submitted use in any material respect without SCRAMP's prior written consent which shall not be unreasonably withheld.

8.5 Use of the name and logo for novelty and clothing items is reserved exclusively for the officially licensed clothing sponsor of the event. Use of the name and logo of the event on clothing and novelties must be mutually approved by SCRAMP and the licensed clothing sponsor of the event.

9. COPYRIGHT AND TRADEMARK NOTICES

9.1 At the time Sponsor submits for approval the use of the names and logos pursuant to the previous paragraphs, SCRAMP shall provide written instructions to Sponsor regarding the manner of display of copyright and trademark notices thereon. Sponsor shall comply with such written instructions and shall not depart there from in any material respect without SCRAMP's prior written consent.

10. CERTIFICATE OF INSURANCE

10.1 At least 15 days prior to the commencement of each Event, in which Sponsor elects to utilize its Sponsorship Right to a display space in the Yamaha Marketplace, Sponsor will comply with all insurance requirements contained in the Yamaha Marketplace Exhibitor Agreement in effect for such Event.

11. NO PARTNERSHIP, ETC.

11.1 This Agreement does not constitute and shall not be construed as constituting a

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partnership or joint venture between SCRAMP and Sponsor. Neither party shall have the right to obligate the other in any manner whatsoever, and nothing herein contained shall give or is intended to give any right of any kind to any third person.

12. ASSIGNABILITY

12.1 This contract shall bind and inure to the benefit of SCRAMP, its successors and assigns, and shall bind Sponsor, its successors and assigns.

13. FORCE MAJEURE

13.1 Force Majeure, acts of God, or other causes beyond control of either party delaying or causing the cancellation of either event shall not subject operator or sponsor to any liability hereunder, except, if and to the extent specifically provided otherwise herein. In the case of cancellation by reason of Force Majeure, no additional sponsor payments are due for the cancelled event.

14. NOTICE

14.1 Any notice under this contract shall be given in writing, either by personal delivery, by mail or by telegram, addressed in the case of SCRAMP to:

**SPORTS CAR RACING ASSOCIATION OF MONTEREY PENINSULA**

1021 Monterey Highway 68  
Salinas, California 93908  
Attn: Gill Campbell, CEO

and in the case of Sponsor to:

**VP RACING FUELS**

If by delivery:  
7124 Richter Road  
Elmendorf, Texas 78112  
If by mail:  
P. O. Box 47878  
San Antonio, Texas 78265  
Attn: Alan B. Cerwick, President

15. COUNTERPARTS

15.1 This contract may be executed by the parties in multiple counterparts, each of which shall be deemed an original agreement, and all of which shall constitute one agreement.

16. INDEMNITY

16.1 SCRAMP agrees to defend indemnity and hold harmless Sponsor for any claims, loss or

Handwritten signature of Alan B. Cerwick, President of VP Racing Fuels.


damage (including reasonable attorney's fees and costs) incurred by Sponsor as a result of (a) the negligent or willful acts or omissions of SCRAMP, its agents or employees, (b) any and all accidents, injuries, losses or damages whatsoever occurring to any person or to the property of any person arising out of or resulting from the operation of any race or Event by SCRAMP, its agents, employees or contractors and (c) SCRAMP's failure to perform a material term hereunder. Sponsor agrees to indemnify and hold SCRAMP harmless for any claims, loss or damage (including reasonable attorney's fees and costs) incurred by SCRAMP as a result of (a) the negligent or willful act or omission of Sponsor, its agents or employees, and (b) Sponsor's failure to perform a material term hereunder.

17. CONFIDENTIALITY

17.1 Both parties agree not to divulge the terms and conditions of this Agreement without written consent from the other party except as may be necessary for tax reporting requirements, if any, or as otherwise required by law.

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

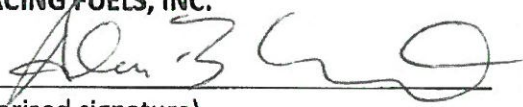
**SCRAMP**

By:   
(Authorized signature)

Name: Gill Campbell, CEO

Date: 2/12/15

**VP RACING FUELS, INC.**

By:   
(Authorized signature)

Name: Alan B. Cerwick, President

Date: 2/12/15

## SCHEDULE "A"

### **Sponsorship Rights**

1. **VP RACING FUELS** shall receive the follow rights at Mazda Raceway Laguna Seca, annually:
  - a. **Official Rights** – VP Racing Fuels shall be named "Official Racing Fuel of Mazda Raceway Laguna Seca". No other competitive Racing Fuel shall be allowed to advertise, promote or be involved with Mazda Raceway Laguna Seca and/or Events promoted by SCRAMP. SCRAMP will not directly or indirectly distribute, promote, sell or allow any sales of any racing gasoline at track events other than VP Racing Fuels (except as specifically allowed in this agreement); provided, however, that if a sanctioning body conducting an event at SCRAMP has instituted a spec fuel for one or more of its classes that is not a VP racing fuel, then such spec fuel may be allowed to be sold at the track to such class(es) during such event. Such prohibition includes any logos or other advertisements of distributors, agents, dealers, representatives, competitors and others representing any fuel manufacturer other than VP Racing Fuels.
  - b. VP Racing Fuels shall have the opportunity to insert a fuel information and availability offer into all track rental packets throughout the Term of the agreement.
  - c. VP Racing Fuels shall receive logo and link on Mazda Raceway's official website on co-branded content
    - i. Name, logo, link and background paragraph on Sponsor Web Page
    - ii. Logo and link on Facility information page
  - d. Point of Sale
    - i. SCRAMP shall provide VP Racing Fuels with a point of sale location within the Facility Souvenir Store
    - ii. SCRAMP shall agree to become a resale location for "Madditives" fuel products
2. **Event Tickets**
  - a. Ten (10) 3-Day General Admission Tickets, including Paddock access, if necessary, per Event
  - b. Two (2) full season Sponsor Hard Cards
  - c. Four (4) VIP Hospitality passes per Event
3. **Facility Branding and Signage**
  - a. One (1) 12'x24' Paddock Billboard
  - b. Two (2) 8'x60' Turn 7 Wire Bridge Banners, only when location is not previously sold
  - c. One (1) 10'x10' Refueling Station backlit marquee sign
  - d. Gas Pump Area branding and signage
  - e. Trash Barrel Wrap Sponsor
    - i. Custom VP Fuels branding on over 600 facility barrels at all Events
  - f. One (1) Paddock Bathroom Fence Billboard
    - i. 6'x100'
  - g. Ten (10) 15-second Scoring Trylon logo drops per Event day

- h. One (1) Annual Web Banner located at [www.mazdaraceway.com](http://www.mazdaraceway.com) in support of VP Racing's "Madditives".
4. **Display Space**
- a. One (1) 10'x20' display area in the Vendor Marketplace whereby VP may display, market and sell products for all Events.

Initials

VP Racing Fuels

SCRAMP

  
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## SCHEDULE "B"

### **VP Racing Fuels Provisions**

In return for the sponsorship rights as outlined previously in Schedule "A", VP Racing Fuels shall provide the following equipment and services to SCRAMP as payment:

1. VP Racing Fuels shall pay a Sponsorship Investment to SCRAMP of Twenty-Five Thousand Dollars (\$25,000) per year of this Agreement. Sponsor Investment payable in two equal installments of \$12,500 on March 1<sup>st</sup> and July 1<sup>st</sup> of each year of the Term.
2. VP Racing Fuels subject price increases in proportion to any published company-wide price increase for such products. Resale prices will be determined by SCRAMP.
  - a. VP Racing Fuels shall be allowed to provide/sell fuels direct to sanctioned racing series in which VP has a corporate sales arrangement in place. All other racing series must purchase fuels direct through Mazda Raceway fuel pumps.
  - b. SCRAMP understands and agrees that VP's sole responsibility with respect to the VP Product is limited to the VP Product shipped to SCRAMP. Once SCRAMP receives the product, SCRAMP agrees to be responsible and liable for its proper and legal storage, labeling and sale.
  - c. SCRAMP will perform its obligations under this Agreement in compliance with all applicable laws, orders or regulations of all appropriate jurisdictions, specifically including the California Air Resources Board, and CARB Advisory 397. If VP reasonably believes that SCRAMP may be in violation of this paragraph, VP may withhold or suspend any shipments of product until SCRAMP is in compliance with all laws, ordinances, rules and regulations, and may terminate this Agreement immediately if SCRAMP does not cure this violation.
  - d. SCRAMP agrees to pay all invoices by electronic funds transfer upon terms and conditions as may be agreed between VP and SCRAMP from time to time.
3. VP Racing Fuels shall subsidize and provide new two (2) gas pumps at the Facility during the first three years of the Term (2015-2017), which shall not exceed \$20,000 total; any amount in excess shall be the responsibility of SCRAMP. VP Racing Fuels shall ensure that gas pump equipment shall be up to the best standards for commercial fuel sales to capitalize on fuel sales opportunities.
  - a. Pumps must be able to utilize proprietary credit cards
  - b. Each pump must have its own credit card access system; provided, however, that SCRAMP shall be responsible for all communication and access to the credit card

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system including, but not limited to the POS system, the internet access, CRIND system, and all communication between the gasoline dispenser and POS system.

- c. At the termination of this Agreement, and any renewals or extensions thereof, the gasoline dispensers shall belong to VP.
4. VP Racing Fuels is fully responsible for the cost associated with the production and installation of all track signage elements contained in the Agreement.
5. VP Racing Fuels is fully responsible for all elements contained within their Display Space area. If VP Racing Fuels wishes to grow their footprint beyond the included 10'x10' area, they will pay going rate per the Event fees.
6. VP Racing Fuels shall have an exclusive right of first negotiation beginning August 1, 2018 and continuing through September 1, 2018 to extend this agreement. If the two parties do not come to an agreement in this time period, Mazda Raceway Laguna Seca shall be free to negotiate with any other entity for these rights; provided, however, that VP Racing Fuels shall have the right to match any competitive offers received.
  - a. VP Racing Fuels shall receive two (2) 2-year extensions (2019-2020 and 2021-2022) following the 2018 season for mutually agreeable rights. Acceptance of the extensions must be received by SCRAMP no later than September 1, 2018 for 2019 & 2020 and no later than September 1, 2020 for 2021 & 2022.
7. SCRAMP will work with VP to send an email blast to its email contact list with copy promoting VP and/or provide VP with a copy of its email list no less than two times per calendar year.
8. SCRAMP and VP will "like" each other on Facebook and Twitter, and will include periodic references to each other on Facebook posts, no less than two times per calendar year.
9. VP will be listed on the homepage of SCRAMP's official website, currently being [www.mazdaraceway.com](http://www.mazdaraceway.com). VP will receive a link to VP's website.

Initials

VP Racing Fuels

SCRAMP

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