



Travis County Commissioners Court Agenda Request

Meeting Date: November 12, 2013

Prepared By/Phone Number: Danny Hobby, 854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A FIRE INSPECTION COVERAGE AGREEMENT BETWEEN TRAVIS COUNTY AND CIRCUITS OF THE AMERICAS, LLC FOR COUNTY TO PROVIDE FIRE INSPECTION COVERAGE FOR EVENTS AT THE CIRCUIT OF THE AMERICAS RACE TRACK.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This Agreement is between Travis County and Circuit of the Americas, LLC. ("COTA"). COTA will be using our County Fire Marshal Office ("FMO") to provide fire inspectors for events at the Circuit of the Americas race track which is located at 9201 Circuit of the Americas Boulevard in Travis County, Texas.

County will provide COTA with the names of the fire inspectors it intends to schedule for the minimum days needed four weeks before each such event. County will provide COTA with the names of the fire inspectors it intends to schedule for the contingent days within twenty-four hours after being notified of the contingent need.

FMO plans on maintaining normal scheduling of operations for the other needs of the Office.

This Agreement is for 27 months, unless one of the parties terminates it sooner. After the term, the parties can renew this Agreement or negotiate another agreement for additional terms.

The Travis County Attorney's Office and Risk Management have been involved to include those provisions that will protect the County regarding insurance coverage and general obligations of all parties in the Agreement.

STAFF RECOMMENDATIONS:

FMO and Emergency Services recommend approval of this Agreement.

ISSUES AND OPPORTUNITIES:

Staff feels this Agreement assists in providing the best fire inspection services for the events scheduled at the Track.

FISCAL IMPACT AND SOURCE OF FUNDING:

COTA will pay an hourly rate of \$78.00 per hour to provide services each day plus one additional hour for the "pre-event" check and post event activities. This rate covers Travis County expenses in providing the service in staff (salaries and overtime).

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office

Bill Derryberry, PBO

Marvin Brice, Purchasing Office

Tracy LeBlanc, Auditor's Office

Toby Fariss, Emergency Services

FIRE INSPECTION COVERAGE AGREEMENT

This Fire Inspection Coverage Agreement is made by the following parties: Circuit of the Americas, LLC, (“COTA”) 301 Congress Ave., Ste. 220, Austin, TX 78701 and Travis County, a political subdivision of Texas (“County”).

Recitals

COTA operates or will operate a Track in Travis County, Texas.

To facilitate the delivery of efficient, effective and quality fire inspection coverage at the Track, COTA desires to retain County to provide fire inspection coverage for the Track, and County desires to provide this fire inspection coverage.

Agreement

In consideration of the mutual agreements set out below, the parties agree as follows:

ARTICLE I

Definitions

1.0 In this Agreement,

1.1 “Agreement” means this Fire Inspection Coverage Agreement between Circuit of the Americas, LLC, and Travis County.

1.2 “COTA” means Circuit of the Americas, LLC; 301 Congress Ave., Ste. 220; Austin, TX 78701

1.3 “County” means Travis County, a political subdivision of Texas.

1.4 “Cure Period” means ten (10) County working days from the date of the notice of breach.

1.5 “Initial Term” means the month, beginning on October 1, 2013 and ending on November 30, 2013, unless sooner terminated.

1.6 “Services” refers to the fire inspection coverage and means:

1.6.1 performing the pre-event preparation activities and post-event activities necessary to this coverage which COTA acknowledges will be one hour before and one hour after the on-site times requested by COTA,

1.6.2 providing Fire Inspectors to preform continuous and systematic surveillance of a building or area at the Track or a portion of these for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the Austin Fire Department.

1.6.3 performing the surveillance in 1.6.2 in areas as assigned by City of Austin Fire Prevention Division.

1.7 "Track" means the Circuit of the Americas race track located at or near 12700½ Farm and Market Road 812 in Travis County, Texas and operated by COTA.

ARTICLE II

County's and COTA's General Obligations

2.1 Fire Marshal's Inspectors.

2.1.1 This Agreement is entered into for the purposes of securing the Services from County through the Fire Marshal's Office at the times and in the manner provided for in this Agreement.

2.1.2 County shall provide Inspectors who at all times keep and maintain in good standing a valid license to provide the services for which they are responsible under this Agreement and perform the Services in accordance with standards applicable to Fire Inspectors.

2.1.3 If a scheduled event is delayed or extended due to factors beyond the control of COTA, including but not limited to inclement weather, and the event is held on days other than the scheduled event days or on additional days, County shall provide Services for each additional day of the event.

2.1.4 County is not required to provide any Service that would not comply with applicable and current Fire Code.

2.2 Compliance with Applicable Laws. County shall at all times in the performance of the Services comply with all applicable federal, state and local statutes and regulations.

2.3 No Agency Relationship. County does not have the right or authority to enter into any contract in the name of COTA or otherwise bind COTA in any way without the express written consent of COTA.

2.4 Non-Discrimination. County shall not discriminate against any applicant for a position as a Team Member for sub-contractor or employment status on the basis of race, color, religion, sex, age, national origin or disability.

2.5 Non-Exclusive Nature of the Agreement. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall be non-exclusive, and COTA reserves

the right to retain third parties to provide Fire Inspection coverage at the Site during the Term of this Agreement. County reserves the right to provide Fire Inspection coverage to third parties at any other locations during the Term.

- 2.6 Removal from Service. Upon request by COTA, County shall remove from providing Services any fire inspector who (1) is convicted of a felony, (2) has a guardian or trustee of his or her person appointed by a court of competent jurisdiction, (3) becomes disabled so as to be unable to perform the duties required by this Agreement, (4) has any license(s) required to perform the Services either suspended, or revoked, (5) fails to comply with any of the material terms and conditions of this Agreement after being given notice of that failure and a reasonable opportunity to comply, or (6) is disruptive or unable to work with others in performing Service. In addition to removing that fire inspector, County shall obtain, at its cost and expense, a substitute for the removed fire inspector or otherwise demonstrate its capabilities for continued coverage and Services required by this Agreement.

ARTICLE III

County's Obligations

- 3.1 Designation and Duties of Liaison. Subject to the approval of COTA, County agrees to designate the Travis County Fire Marshal as Liaison.
- 3.2 Services. During this Agreement, County shall provide Services for the Track at all times that are requested by COTA not less than three (3) months prior to the dates Services are to be provided.
- 3.3 Contingent Timing. During this Agreement, County shall provide Services for the Track at times that are contiguous to times that were requested by COTA not less than three (3) months prior to the dates Services are to be provided if the additional times are required as a result of factors beyond the control of COTA.
- 3.4 Names of Fire Inspectors. County will provide COTA with the names of the fire inspectors it intends to schedule for the minimum days needed four (4) weeks before each such event. County will provide COTA with the names of the fire inspectors it intends to schedule for the contingent days within twenty-four (24) hours after being notified of the contingent need.

ARTICLE IV

COTA's Obligations

- 4.1 Notification of Scheduling. COTA will notify County of a request for Services six (6) months in advance of scheduled events. The notification shall be in writing and shall include the dates for which fire inspection coverage is required for events, noting the minimum number of days for which Services are needed and estimating the additional number of days which might be needed on a contingent basis. Not less than thirty (30) days before a scheduled event, COTA shall notify County of the dates and times Services are to be provided by County for the minimum and the times Services are to be provided

by County for any contingent days. Not less than twenty-four (24) hours before additional contingent times are needed, COTA shall notify County of the dates and times Services are to be provided by County.

- 4.2 Training for Fire Inspectors. At its expense, COTA shall provide training for employees who might be fire inspectors for County. This training shall include at least the following types of information: familiarization with the Track facilities and procedures, the Track incident command structure, safety procedures at the Track applicable to Services, and any other Track related information needed by fire inspectors to perform Services.
- 4.3 Accidents and Injuries to Fire Inspectors. County will be responsible for any Track-related accidents or injuries suffered by County fire inspectors as a result of its negligence or willful misconduct. COTA shall be responsible for these damages if they are caused by the negligence or willful misconduct of COTA.
- 4.4 Notice of Events. COTA shall notify County of all events at the Track at least 30 days before any event to verify whether any supplemental or alternative insurance is needed.
- 4.5 Insurance. COTA shall have, and require all temporary event promoters using the Track for which Services under this Agreement to have the required standard insurance at least meeting the General Requirements in 4.5.1 and sufficient to cover the needs of COTA or the temporary promoter, pursuant to applicable generally accepted business standards related to risks associated with COTA's operations at the Track. Depending on activities in which COTA engages or any temporary event promoter engages, supplemental insurance requirements or alternate insurance options may apply in addition to the following:
 - 4.5.1 General Requirements Applicable to All COTA's Insurance. COTA agrees that COTA shall require all temporary event promoters using the Track to agree to the insurance requirements stated in the applicable COTA Commercial Non-Race Facilities/Private Track Rental Agreement or Commercial Non-Track Facility Rental Agreement, copies of which are attached to this Agreement in Exhibit A during any event for which COTA requests Services under this Agreement. COTA acknowledges and agrees to the following concerning insurance requirements which are applicable to COTA during event for which COTA requests Services under this Agreement:
 - 4.5.1.1 COTA shall maintain the minimum types and limits of insurance indicated in 4.5.2 throughout the duration of the Agreement. This insurance must be considered primary for all covered risks.
 - 4.5.1.2 COTA shall obtain insurance written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher. If use of surplus carriers is desired, these carriers are subject to County approval.

- 4.5.1.3 Prior to County commencing Services, COTA shall have the required insurance in force as evidenced by a Certificate of Insurance written on the state approved form and signed by the writing agent or carrier.
- 4.5.1.4 COTA shall not allow any insurance to be cancelled or lapse and shall not permit its minimum limits of coverage to erode or otherwise be reduced during any term of this Agreement. In its agreements with these temporary event promoters, COTA shall require them to agree not to allow any insurance required under their agreement to be cancelled or lapse and not to permit their minimum limits of coverage to erode or otherwise be reduced during any term of this Agreement. COTA and these temporary event promoters shall be responsible for all premiums, deductibles and self-insured retention.
- 4.5.1.5 COTA shall submit the Certificate of Insurance to the Travis County Purchasing Agent within ten (10) working days after (i) execution of this Agreement by both parties or by (ii) the effective date of this Agreement, whichever comes first. The Certificates of Insurance for COTA must include the following:
 - 4.5.1.5.1 the Travis County contract number
 - 4.5.1.5.2 all deductibles and self-insured retention
 - 4.5.1.5.3 an endorsement which names Travis County as Additional Insured where its interest may appear
 - 4.5.1.5.4 an expanded bodily injury definition
 - 4.5.1.5.5 an endorsement which makes the insurance primary for all claims
 - 4.5.1.5.6 a Waiver of Subrogation (Form 420304) endorsement
 - 4.5.1.5.7 a Thirty (30) day Notice of Cancellation (Form 420601) endorsement
- 4.5.1.6 Upon its request and without expense, County is entitled to receive certified copies of policies and endorsements.
- 4.5.1.7 COTA acknowledges that County has the right to review insurance requirements during any term of the Agreement and to require that COTA make reasonable adjustments when the scope of its activities has changed or expanded.
- 4.5.1.8 Insurance coverage specified in this Agreement is not intended and will not be interpreted to limit the responsibility or liability of the COTA or these temporary event promoters.

4.5.2 Specific Requirements. The following requirements apply to the activities of COTA using the Track for which Services under this Agreement. COTA shall comply with the following insurance requirements:

4.5.2.1 Workers' Compensation and Employers' Liability Insurance

4.5.2.1.1 Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act

4.5.2.1.2 Employers' Liability limits are:
\$250,000 bodily injury each accident
\$250,000 bodily injury by disease

4.5.2.1.3 These policies shall be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:
Waiver of Subrogation (Form 420304)
Thirty (30) day Notice of Cancellation (Form 420601)

4.5.2.2 Commercial General Liability Insurance for both motorsports events and motorsports facilities with customized motorsport policy language, an expanded bodily injury definition

4.5.2.2.1 Minimum limits for Coverage Part A—Bodily Injury and Property Damage:
\$3,000,000* per occurrence for coverage Part A

4.5.2.2.2 Minimum limits for Coverage Part B—Personal Injury or Advertisement related to slander, false arrest or similar incidents:
\$3,000,000* per occurrence for coverage Part B

4.5.2.2.3 Minimum limits for Coverage Part C—Medical Coverage covering initial fees associated with minor injuries:
\$5,000* per occurrence for coverage Part C

4.5.2.2.4 Policy aggregate for Coverage Parts A, B and C:
\$10,000,000 policy aggregate

4.5.2.2.5 These policies shall include the following coverages:

Premises liability for permanent motorsports event facilities;
Personal and advertising injury coverage;
Host liquor coverage;
Non-owned or hired automobile coverage;
Racing coverage for motorcross facilities;

Fireworks supplemental coverage, if applicable; and
Temporary motorsport event coverage, if applicable.

4.5.2.2.6 These policies shall be subject to the laws of the State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form 420304)
Thirty (30) day Notice of Cancellation (Form 420601)

4.5.2.3 Excess Liability Insurance Policy that follows primary policy form

4.5.2.3.1 Minimum limits: \$20,000,000

4.5.2.3.2 These policies shall apply to State of Texas and include the following endorsements in favor of Travis County:

Waiver of Subrogation (Form 420304)
Thirty (30) day Notice of Cancellation (Form 420601)

ARTICLE V

Financial Arrangements

5.1 Services Cost. COTA shall pay County the amount invoiced at the hourly rate approved by Commissioners Court for overtime fire watch services for the fiscal year in which the services are provided which is Seventy Eight Dollars and No Cents (\$78.00) per hour for Services provided by the County in its Fiscal Year ending September 30, 2014. The number of hours invoiced include the hours that COTA requested that the fire inspector will be at the Track plus one (1) hour before the time COTA requested that the fire inspector arrive at the Track and one (1) hour after the end of the time that COTA requested that the fire inspector be at the Track or the time that COTA releases the fire inspector to leave the Track, whichever is later. COTA shall pay for the hours that County provides Services, including the pre-event and preparation activities and post event activities even if no other Services are provided, on the scheduled event days and for each additional day at the hourly fees in section 5.1.

5.2 Timing of Invoices and Payment. County will invoice COTA by the 5th business day of the month following the month in which Services were rendered and COTA will pay these invoices on a monthly basis within thirty (30) days of receiving each invoice.

ARTICLE VI

Term and Termination;

6.1 Term. This Agreement shall be effective for twenty seven (27) months, beginning on October 1, 2013 and ending on December 31, 2015, unless sooner terminated in accordance with this Agreement.

- 6.2 Renewal. At the end of the Initial Term, upon mutual agreement of COTA and County, this Agreement may be renewed for one or more successive terms. If the parties fail to agree on a renewal term, this Agreement terminates upon expiration of the then-current term.
- 6.3 Termination without Cause. Either party may terminate this Agreement at any time, with or without cause, upon providing the other party with at least ninety (90) days written notice of its intent to terminate the Agreement.
- 6.4 Termination for Cause. Either party may terminate this Agreement at any time if the other party engages in an act or omits doing anything that results in a material breach of any material term or condition of this Agreement. In that event, the party electing to terminate this Agreement shall provide the breaching party with written notice specifying the nature of the breach. The breaching party then has the Cure Period to remedy the breach or to present a mutually agreeable plan of correction designed to conform its conduct to this Agreement. If corrective action is not taken within that time, that failure allows the aggrieved party to terminate the Agreement at the conclusion of the Cure Period.
- 6.5 Immediate Termination by COTA. Notwithstanding anything herein to the contrary, COTA may terminate this Agreement immediately upon any of the following events:
- 6.5.1 Upon COTA ceasing operations of the Track;
 - 6.5.2 Upon County's general assignment for the benefit of creditors, County's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against County if the same are not dismissed within forty-five (45) days of service; or
 - 6.5.3 Upon County's failure to maintain continuous insurance coverage required to be maintained by County under Section 7.1 herein.
- 6.6 Immediate Termination by County. Notwithstanding anything herein to the contrary, County may terminate this Agreement immediately upon any of the following events:
- 6.6.1 Upon COTA ceasing operations of the Track; or
 - 6.6.2 Upon COTA's general assignment for the benefit of creditors, COTA's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against COTA if the same are not dismissed within forty-five (45) days of service.
 - 6.6.3 Upon COTA's failure to comply with section 8.8.1 herein.
 - 6.6.3 Upon COTA's failure to maintain continuous insurance coverage required to be maintained by COTA under Section 4.5 herein.

- 6.6.5 Upon COTA's failure, in its agreements with its temporary promoters, to require them to agree to maintain insurance coverage required to be maintained by them under section 4.5 for the duration of their agreements with COTA.
- 6.7 Reporting. County will keep COTA apprised as follows:
- 6.7.1 County shall only allow any employee to be a fire inspector who provides Services at the Track if County has not received information concerning any material restriction, suspension or revocation placed upon that employee's license related to the services to be provided by that employee as a fire inspector.
- 6.7.2 County will notify COTA within ten (10) working days of being served with a summons or other legal document alleging professional negligence, or other injury arising from the Services of County or a fire inspector at the Track.
- 6.7.3 County shall not allow any employee about whom County has received information of any arrest, indictment or conviction for any offense other than a misdemeanor or motor vehicle license infraction not involving alcohol or a controlled substance to be a fire inspector who provides Services at the Track.
- 6.8 Reporting. COTA will keep County apprised as follows:
- 6.8.1 COTA will notify County within ten (10) working days of the date it makes a decision to close the Track; and
- 6.8.2 COTA will notify County within ten (10) working days of the date it receives information concerning COTA's general assignment for the benefit of creditors, COTA's petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against COTA if the same are not dismissed within forty-five (45) days of service.
- 6.9 Effect of Termination. Upon any termination of this Agreement, neither party has further rights against, or obligations to, the other party except (i) with respect to any rights or obligations accruing prior to the date and time of termination, including any payments due to County hereunder, and (ii) any obligations, promises or agreements which expressly extend beyond the termination.
- 6.10 Proprietary Information. County agrees that upon termination of this Agreement, all proprietary information of COTA in its customers, including but not limited to customer lists, business processes, copyrighted items, software and related processes, diagnostics, methodologies, formulas, works of authorship, submissions, customer information, business plans and all business assets, tangible or intangible items which County or the fire inspectors become aware of during this Agreement (collectively, "COTA Proprietary Information"), remain the sole and exclusive property of COTA, and County shall not acquire any interest in the COTA Proprietary Information or right to use the COTA Proprietary Information without the express written consent of COTA.

ARTICLE VII
Miscellaneous Provisions

7.1 Notice. Any notice required to be given under this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended party or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below or to such other address as a party shall specify in the manner required by this Section. The respective addresses are:

If to COTA: Circuit of the Americas
 301 Congress Ave., Ste. 220
 Austin, TX 78701
 Attn: Steve Sexton

If to County: Cyd Grimes, C.P.M.
 Travis County Purchasing Agent
 P.O. Box 1748
 Austin, Texas 78767-1748

With copies (certified or registered, not required) to:

Travis County
5555 Airport Blvd. Suite 400 Boulevard
Austin, Texas 78751
Attn: Hershel Lee
Travis County Fire Marshal

7.2 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter of it.

7.3 Partial Invalidity. If any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

7.4 County. County is performing the Services and duties under this Agreement as an independent contractor and not as an employee, agent, partner of, or joint venture with COTA. County is responsible for determining the manner in which Services are provided and insuring that Services are rendered in a manner consistent with this Agreement. No fire inspector providing Services is an employee of COTA. COTA does not have and nothing in this Agreement may be construed as giving that degree of control or direction on the part of COTA that creates an employer-employee relationship between COTA and any of the fire inspectors. COTA shall not control or direct the discretion of the fire inspectors. If a fire inspector is considered to be exercising professional judgment in the

performance of the Services, the fire inspector will employ his or her own means and methods and exercise his or her own independent judgment in such instance; and in that regard will not be subject to the control or direction of COTA with respect to the means, methods or judgment so exercised by the fire inspector.

- 7.5 Mediation. The parties firmly desire to resolve all disputes arising hereunder without resort to litigation to protect their respective business reputations. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be submitted to mediation administered by a mutually acceptable mediator or one appointed by a court of competent jurisdiction in accordance with the Texas Civil Practice and Remedies Code. Conclusions reached during such mediation shall be non-binding on the parties and shall be kept confidential by the parties to the greatest extent possible without contravening the Texas Public Information Act. No disclosure of the mediation proceeding shall be made by the parties except as required by the law or as necessary or appropriate to effectuate the terms thereof. This Section shall not prevent either party from electing to terminate this Agreement in accordance with its termination provisions or from pursuing all available legal remedies.
- 7.6 Third Party Beneficiaries. This Agreement is entered into for the sole benefit of COTA and County. Nothing contained herein or in the parties' course of dealings may be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement.
- 7.7 Confidentiality. County and COTA acknowledge that in connection with the performance of the Services, County, COTA, and their respective employees, contractors and agents may acquire and make use of certain trade secrets and confidential information of the other which may include management reports, business or financial information, internal memoranda, reports, customer lists, confidential technology, and other materials, records and/or information of a proprietary nature ("Confidential Information"). Therefore, to protect such Confidential Information, subject to the Texas Public Information Act, County and COTA agree that they and their respective employees, contractors and agents shall not after the Effective Date of this Agreement use or disclose the other party's Confidential Information except as required in connection with the performance of Services. Upon termination of this Agreement, subject to the Texas Public Information Act, neither County nor COTA will take or retain, without prior written authorization from the other, any Confidential Information of any kind belonging to the other party. Notwithstanding the foregoing, the parties may use and retain such records as are necessary for purposes of medical malpractice defense or as required by law.
- 7.8 Headings. The section and other headings contained in this Agreement are for convenience of reference purposes only and do not affect the meaning or interpretation of this Agreement.
- 7.9 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, without giving effect to its conflict of law provisions. All

Services are performable in Travis County, Texas. Venue in the case of any disputes shall be in Travis County, Texas.

7.10 Amendment. This Agreement can be amended only by an instrument in writing signed by both parties.

7.11 Assignment. Neither party may assign this Agreement without the express written consent of the other party.

IN WITNESS WHEREOF, County and COTA have duly executed this Agreement as of the dates set out beneath their respective signatures.

Travis County ("County")

By: _____
Samuel T. Biscoe
County Judge

Date: _____

CIRCUIT OF THE AMERICAS, LLC ("COTA"):

By: _____
Title: CEO
Date: 11/5/13

Exhibit A

COTA's

Commercial Non-Race Facilities/Private Track Rental Agreement
And
Commercial Non-Track Facility Rental Agreement

COMMERICAL NON-TRACK FACILITY RENTAL AGREEMENT

This Facility Rental Agreement ("Agreement") is between Circuit of The Americas LLC, a Texas limited liability company (the "Company") and the individual, entity and/or party indicated on the signature page hereto (the "Lessee") and is entered into and is effective upon full execution of this Agreement.

RECITALS:

WHEREAS Lessee desires to rent from the Company a portion of that certain facility located at 9201 Circuit of the Americas Blvd., Austin, TX, 78617 and more commonly known as Circuit of The Americas ("Facility") as more particularly described below, for the purposes set forth below and subject to the terms set forth herein; and

WHEREAS, in consideration of the Company's agreement to enter into this Agreement and to grant Lessee the rights set forth herein, Lessee shall pay the Company the amounts set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties agree as follows:

1. DEFINITIONS.

a. Event.

- i. Type of Event. Lessee shall use specified Circuit of Americas facilities for PROVIDE EVENT DESCRIPTION HERE
ii. Lessee shall submit to the Company the Lessee's daily schedule of events at least 30 days prior to the first day of the event. Final schedule shall be due 7 days prior to the first day of the event.

b. Event Times.

c. Facility. Lessee shall be granted use of the following facilities:

i. Buildings:

- a. Media Center
b. Main Grandstand: [X] Velocity Lounge [] Suites (include room numbers)
c. Paddock Building Suites (include loft numbers)
d. Team Building

ii. Exterior Support Areas:

- a. Support Paddock Area,
b. Garages (note quantity),
c. Access to Parking Lot (note letter designation)
d. Access to RV Lot (include quantity and RV slot numbers)
e. On-Site Camping (include location)
f. Other (be specific)

d. Participant(s). All sponsors for the participants, sponsors for the Event or series of which the Event may be a part, officials and managers of the Event and volunteers and all persons involved in the conduct or operation of the Event, and in particular any persons allowed access to restricted areas.

e. Parties.

Company:

Circuit of The Americas LLC
Contact Person: Bruce Knox
Telephone: 512.301.6600

E-mail Address: Bruce.Knox@circuitoftheamericas.com
Fax Number: 512.394.3851

Lessee:

Organization:
Contact Person:
Telephone:
Address:

2. RENTAL AND USE OF FACILITY.

- a. **Grant.** The Company hereby grants to Lessee permission to use the Facility for the Event, and for no other purpose than set forth in section 1(a) of this agreement, subject to the Company's Rules and Regulations, a copy of which has been provided to Lessee, as modified and promulgated by the Company from time to time ("Rules and Regulations"), subject to earlier termination by the Company in accordance with this Agreement.
- c. **Inspection.** Lessee shall inspect the Facility prior to the start of the Event to ensure, to Lessee's satisfaction, that the Facility meets Lessee's appropriate use and safety requirements, and to note the condition of all physical elements of the Facility which might be subject to damage or abnormal wear and tear as a result of Lessee's use of the Facility. Lessee acknowledges and understands that it is entering the Agreement with the understanding that it does so with the Facility in an "As is" "Where Is" condition.
- d. **Damage.** Lessee agrees not to damage, mar or in any manner deface the Facility or the Company's equipment and not to cause nor permit anything to be done whereby the Facility or the Company's equipment is in any manner damaged, marred or defaced; nor shall Lessee drive or permit to be driven any nails, hooks, tacks or screws in any part of the Facility (including any pavement) or the Company's equipment or make any alterations of any kind without the express written consent of the Company. At the end of the Event, Lessee shall return the Facility to the Company in the same condition as at the commencement of the Term, reasonable wear and tear excepted, and Lessee hereby indemnifies the Company against and assumes responsibility for any damage to the Facility caused by Lessee, its employees, agents or Participants during the Term.
- e. **Hazardous Materials.** Lessee will not bring on to, use or allow to be brought on to or used, on or about the Facility, any hazardous material or article or material which is prohibited by law or the Rules and Regulations or which would render any fire or other hazard insurance policies in force with respect to the Facility or the Event void or voidable. Lessee will insure that any hazardous materials will be disposed of appropriately. Improper disposal will result in fines in an amount determined by the Company and may be cause for termination of this Agreement.
- f. **Conduct of the Event.** Lessee shall not use the Facility in any manner that will constitute a breach of any law, waste, nuisance, or unreasonable annoyance or a violation of the Rules and Regulations.
3. **TERM.** The parties agree that the term of this Agreement (the "Term") shall begin at:
- a. 8:00 am on the ____ day of _____, 2013, and will end at: 5:00 pm on the ____ day of _____, 2013.
- b. Lessee will have access to the Facility, for the purposes of Event set-up and Participant move-in and parking at 5:00 pm on the ____ day of _____, 2013.
- c. Lessee and all Participants must leave the Facility by 6:00 pm on the ____ day of _____, 2013.
- The Company may charge additional fees to any Participant or to Lessee for early or late arrival/departure from the Facility.
4. **PAYMENT.** Lessee shall pay to the Company fees as set forth below for the use of the Facility.
- a. **Lease Fee.** Lessee agrees to pay the Company rent in the amount of \$_____ for Facility rental (the "Lease Fee"). Based on the Term of the Event as set forth in this Agreement. The Lease Fee is exclusive of any applicable sales taxes.
- b. **Additional Time Fees.** It is agreed that any extension of the Term must be approved by the Company in writing and in such event Lessee agrees to pay additional Lease Fees at a rate of \$_____ per hour or part thereof ("Additional Lease Fee").
- c. **Additional Charges.** In addition to the Lease Fees, and Additional Lease Fees, which shall all be paid in full as set forth above, Lessee shall be required to pay all other amounts due hereunder within 30 days of the final day of the Event. Such additional fees and charges may include, but shall not be limited to:
- i. Costs relating to damages and repairs as set forth elsewhere in this Agreement and as established by the Company after site review consequent to the completion of Event activities.
 - ii. Costs relating to staff, contract and other personnel as required for the conduct of the Event by Lessee. (Refer to Paragraph 13 (h) below).
 - iii. Costs relating to the use of the Company's equipment by Lessee, such as audio-visual equipment, special set-up fees,, vehicles, catering services, etc. as agreed by the parties.(Refer to Section 5 below).

- iv. Amounts due to the Company by Participants for such items as power hook-ups, RV parking, camping fees, fines, etc., which are not paid by the Participants by the end of the Event.
- d. **Security Deposit.** The Company may require advance payment of a deposit, the size and timing of which shall be at the sole discretion of the Company, which shall be used to cover the costs of repair and replacements due to damage that may arise during the Event, and which amount shall be applied solely on account of such costs.
- e. **Payment Conditions.** Payments by Lessee to the Company shall be made by cash, certified check or credit card without prior demand therefore and without any abatement, set-off, compensation or deduction whatsoever, other than as provided in this Agreement, save such as are reasonably required to give full effect to the full spirit and intent of this Agreement. Payments not made in accordance with prescribed schedules shall bear interest daily after the tenth business day from the respective date due at prime plus 5% as determined by the Company's chartered bank.
- f. **Payment Schedule.** The Lease Fee shall be paid as follows:
 - i. **Advance Deposit.** An advance deposit of 50% of the total Lease Fee shall be payable on signing of this Agreement, receipt of which is hereby acknowledged by the Company. Such advance deposit is refundable under the terms set forth herein, except for an amount of \$1500 or 10% of the Lease Fee (whichever is the greater) which shall not be refundable (except only under the circumstances set forth in paragraph 6 (b) below).
 - ii. **Balance Due.** The total Lease Fee, less the deposits made under sub-paragraph (i) above, shall be payable in full no later than 30 days prior to the first day of the Event.
 - iii. **Payment Summary.** Payments due to the Company from Lessee are summarized in Appendix B, attached hereto, which schedule is subject to amendment any time prior to final payment according to the terms and conditions of this Agreement.

5. **SERVICES, EVENT EQUIPMENT AND FACILITIES.**

- a. Will you provide your own event insurance? Yes No
- b. **Radios and Communications Equipment.** The Company shall maintain radios and other communications systems, which shall be available for use by Lessee at a defined fee. Lessee shall be responsible for the maintenance and return in appropriate condition of such equipment at the end of the Event. A fee to be agreed upon by the parties shall be charged based on the number of units used, and a deposit may be required to cover damage and loss. Lessee may provide its own communication equipment but such equipment must not conflict in use with the Company's equipment used at the Facility.
- g. **Cones and Other Equipment.** The Company will maintain stocks of miscellaneous materials, including cones, portable barriers, portable fences and other such items, which shall be available for rent on a fee basis to Lessee. Any such items must be returned when use is completed in appropriate condition. Loss and replacement costs will be the responsibility of Lessee.
- h. **Tents and Structures.** Only the Company's approved tent and structure suppliers may be used for the provision of any hospitality, display or similar structures at the Facility, and any such structures Lessee elects to use must be approved by the Company and will be at Lessee's sole cost. Orders should be placed well in advance of requirements through the Company's administrative office.
- i. **Catering.** All Catering requirements shall be provided by the Company's official catering contractor and will be at Lessee's sole cost. Catering includes items such as boxed lunches and beverages for corner workers and officials. Orders should be placed well in advance of requirements through the Company's administrative office.
- j. **24-Hour Security.** The Facility will be open for Participant access on a 24-Hour basis, through defined gates and by Event credential. Lessee shall communicate all security needs to the Company's Security Officer prior to the beginning of the Event and shall provide the Security Officer with direct telephone access to an appropriate Lessee Official throughout the Event.
- k. **Credentials.** Unless specifically approved in writing, the Company shall not honor any Event credentials other than those issued by the Company to Lessee for Participant access to the Facility and Event. Lessee shall advise the Company of Lessee's credential requirements at least 30 days prior to the Event. The Company shall review Lessee's request and, at the Company's sole discretion shall issue 0 credentials per Participant to be issued to Lessee. Lessee shall issue these credentials to Participants in accordance with Lessee's Event regulations and shall ensure that such credentials are used solely by the persons to whom

they are issued. All un-issued credentials shall be returned by Lessee to the Company by 5.00pm on the final day of the Event. Lessee may purchase additional credentials at a cost of \$30.00 each.

- i. **Signage.** The Company will strictly enforce a Signage Code which will require that any signs posted by Lessee or Participants meet quality and aesthetic standards (No handwritten signs). The Company will produce appropriate signs for Lessee, at Lessee's request and at Lessee's sole cost. Signage orders should be placed as far in advance of the Event as possible, although service will be available throughout the Event. Only the Company's approved Official Signage Contractors will be allowed to make and erect sponsor or similar signs on the Facility site. Notwithstanding, Lessee may post signs such as their club insignia and competitor information signs in locations approved in advance by the Company.

6. CANCELLATION POLICY.

- a. **Notice.** In the event that Lessee wishes to cancel this Agreement, Lessee shall provide the Company with written notice pursuant to subsections (i) through (v) of this Section 6.a (the "Reimbursement Schedule"), explaining the reason for the cancellation request. Except as otherwise provided in this Section 6.a, the Company will reimburse Lessee an amount based on the Reimbursement Schedule, less the nonrefundable deposit received and after offset of any monies owed to the Company by Lessee pursuant to the terms hereof, within 30 days of receipt of the notice. If outstanding amounts are due by Lessee to the Company, Lessee shall pay all monies due, in full, at the time the cancellation request is made. Failure to pay any amounts owed to Company upon notice of request for cancellation shall be a breach of this Agreement.
 - i. If cancellation is requested 90 or more days prior to the date the Event was scheduled to begin, the Company will refund 90% of the refundable Lease Fee paid to date.
 - ii. If cancellation is requested less than 90, but 60 or more days prior to the date the Event was scheduled to begin, the Company will refund 75% of the refundable Lease Fee paid to date.
 - iii. If cancellation is requested less than 60, but 30 or more days prior to the date the Event was scheduled to begin, the Company will refund 50% of the refundable Lease Fee paid to date.
 - iv. If cancellation is requested less than 30 days prior to the date the Event was scheduled to begin, Lessee shall not be entitled to any refund.
 - v. Notwithstanding the above, the Company agrees that it will use its best efforts to lease the Facility to other customers for the cancelled Term and for the full rental fee, and in the event that such an agreement is reached, the Company will refund Lessee the entire amount of the Lease Fee that the Company received from Lessee, less 10% of such fee.
- b. **Dangerous Conditions.** The Company reserves the right to cancel or postpone the Event if in the reasonable judgment of the Company the weather or other conditions render the holding or continuance of the Event dangerous. This decision shall be in the sole discretion of the Event is cancelled by the Company due to dangerous conditions, then the Company will refund Lessee 50% of the refundable Lease Fee paid to date. If the Event has already started, there shall be no refund to Lessee.
- c. **Rescheduling.** In the event the Event is cancelled pursuant to paragraph 6 (b), the Company agrees to use reasonable efforts to provide an alternate lease date in the same calendar year (subject to availability) to Lessee for the Event to be rescheduled. The decision to reschedule, however, will be at the sole discretion of Lessee. In the event the Event is so cancelled prior to any racing activity taking place on that day, the Company agrees to provide Lessee with the use of the Facility on a date mutually agreed upon by the parties, under the same terms and conditions, but at a Lease Fee equal to 50% of the original Lease Fee.

7. INSURANCE.

- a. Lessee shall procure and bear the cost of premiums for insurance of the type and in the minimum amounts indicated below. Such insurance will require the insurance endorsements and cancellations provisions set forth below. Lessee's insurance provider must be approved in writing by Company and Lessee must provide Company with a certificate of insurance no less than thirty days prior to the first day of the Event. No Participant shall be admitted to the Facility unless and until such insurance coverage is in effect as reflected by the effective date and time on the insurance certificate.
- b. It is understood and agreed by and between Lessee and Company that obtaining such insurance by Lessee does not absolve Lessee of any liability to Company, its affiliates, or any other person claiming against Lessee or Company for any indemnification and reimbursement unless such insurance in fact fully indemnifies and reimburses Company or any other claimant.

- c. The insurance requirements imposed on Lessee shall consist of the following types of insurance:
- i. Event Spectator/Public and Participant Legal Liability, in the required minimum amount of \$5,000,000 general liability insurance (combined single limit) and \$5,000,000 participant legal liability per occurrence; and
 - ii. Participant Accident Insurance, in the required minimum amount of \$10,000 accidental death and dismemberment, \$10,000 accidental excess medical benefit, and \$50 weekly temporary total disability, payable up to 52 weeks, provided, however, for motorcycle events the Excess Medical limit of \$3,000 excess medical expense reimbursement; \$3,000 Accidental Death & Dismemberment and \$25 weekly accident income benefit for 26 weeks for Participants will be accepted.
- d. The policy must be a commercial general liability form and may either be a manuscript motorsports policy or commercial general liability policy with endorsements that provide the amendments required to cover automobiles and/or motorcycle events.
- e. Additional amounts and/or types of coverage may be required for unique or unusual Events activities, as determined in Company's sole judgment.
- f. The policy must be a commercial general liability form and may be either a manuscript motorsports policy or commercial general liability policy with endorsements that provide the amendments required to cover on-track automobile and/or motorcycle events. Coverage must include, but shall not be limited to:
- i. Spectator/Public Bodily Injury Liability;
 - ii. Participant Liability;
 - iii. Promoter/Sponsor Liability;
 - iv. Bodily Injury and Property Damage Liability, including Participant property except when in restricted areas and with a maximum deductible of \$1,000;
 - v. Refreshments/Product Liability, including Host Liquor Liability;
 - vi. Personal Injury/Advertising Liability, including false arrest, detention, imprisonment or malicious prosecution; libel, slander; wrongful entry or eviction;
 - vii. Mobile Equipment Liability;
 - viii. Incidental Medical Malpractice Liability;
 - ix. Official Vehicle Physical Damage with a maximum of \$1,000 deductible;
 - x. Contractual Liability (written and oral);
 - xi. Pollution – Sudden and Accidental; and
 - xii. Official's Errors and Omissions (minimum \$100,000).
- g. If Lessee's employed personnel, contractors or subcontractors are engaged in the use of the Facility, Lessee shall maintain (and require its contractors and subcontractors to maintain) statutory worker's compensation insurance where required by law or participant accident insurance including death, disability, dismemberment and medical benefits for all its personnel, contractors and subcontractors engaged in the usage of the Facility.
- h. All policies required by this Agreement shall name and include Circuit of The Americas, L.L.C., COTA EVENTS LLC, COTA Racing and Entertainment LLC, Accelerator Holdings, LLC Tower Amphitheater LLC and each of the foregoing entities' respective affiliates, officers, directors, members, agents and employees and each of their respective heirs, legal representatives, successors and assigns, participants and sponsors (collectively, "Company Related Parties"), Participants, and sponsors of the Event as additional insured. The definition of Participant must include drivers, crew members, officials of the Event, and those assisting the officials, announcers, emergency and safety crews and security personnel, their guests and family members, and all other persons allowed access to Race Course.
- i. The insurance must be primary to any other insurance available to the additional insureds. No insurance of the additional insureds shall be called on to contribute to any loss incurred in connection with the performance of this Agreement.
 - j. The insurer must be admitted or approved to write insurance in the State of Texas. All insurance shall be written by an insurer or insurers acceptable to Company.

- k. Complete copies of all policies providing coverage for the Event shall be provided to Company upon demand.
 - l. The insurance policy shall not be cancelled or reduced without thirty days prior written notice of same to Company.
 - m. Lessee shall utilize a system to obtain properly executed and signed "Waiver and Release from Liability" forms from all Participants. "Waiver and Release from Liability" forms shall be in a format acceptable to Company and its insurers. Lessee shall use these "Waiver and Release from Liability" forms and shall ensure that all Participants duly complete and sign such forms prior to Participants admission to the Facility. Participants who fail or refuse to sign such "Waiver and Release from Liability" forms shall not be admitted to or permitted to remain on the Facility. Copies of all signed "Waiver and Release from Liability" forms shall be provided to Company at the end of the Event.
 - n. Employees, contractors and subcontractors of the Company shall be pre-registered and copies of release forms signed by such employees will be held by the Company on its premises. Such copies will be available for inspection by Lessee or Lessee's insurance provider on request.
8. **INDEMNIFICATION; ASSUMPTION OF RISK; WAIVER AND RELEASE.**

- a. LESSEE HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND EACH OF ITS AFFILIATES, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS, AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL OBLIGATIONS, LOSSES, DAMAGES, CAUSES OF ACTION AND CLAIMS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES, COURT COSTS AND EXPENSES) THAT MAY BE CLAIMED OR ASSERTED AGAINST ANY OF THE RELEASED PARTIES BY LESSEE, ANY PARTICIPANT, OR BY ANY EMPLOYEE OR AGENT OF LESSEE AND/OR ANY OTHER PERSON OR ENTITY CONNECTED WITH OR RESULTING FROM THE EVENT FOR ANY AND ALL REASONS.
- b. LESSEE HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, WHILE IN OR UPON THE FACILITY FOR ANY PURPOSE, INCLUDING COMPETING, OFFICIATING, OBSERVING, WORKING OR PARTICIPATING IN ANY USE, EVENT OR ACTIVITY.
- c. LESSEE RECOGNIZES AND UNDERSTANDS THAT (A) THERE ARE INHERENT RISKS AND DANGERS ASSOCIATED WITH PARTICIPATING IN EACH USE, EVENT OR ACTIVITY AND ADMISSION TO THE FACILITY THAT COULD CAUSE SEVERE BODILY INJURY, DISABILITY OR DEATH; (B) THE RISKS AND DANGERS MAY BE CAUSED BY THE NEGLIGENT ACTIONS OR NEGLIGENT FAILURE TO ACT (GROSS OR OTHERWISE) OF THE RELEASED PARTIES AND OTHERS; AND (C) ALL OF THE RISKS AND DANGERS ASSOCIATED WITH PARTICIPATING IN THE EVENT OR ANY OTHER EVENT AND ENTRY ONTO THE FACILITY OR OTHER RESTRICTED AREAS MAY NOT BE FORESEEABLE AT PRESENT, BUT ARE ASSUMED BY LESSEE NOTWITHSTANDING. LESSEE HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE, AND WAIVES ALL CLAIMS AGAINST, THE RELEASED PARTIES FROM ALL LIABILITY TO LESSEE, LESSEE'S OWNERS, PERSONAL REPRESENTATIVES, ASSIGNS, EXECUTORS, HEIRS, SUCCESSORS AND ASSIGNS FOR ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES OR DAMAGES FOR PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH OF LESSEE, ITS OWNERS, EMPLOYEES, AGENTS, OR PARTICIPANTS IN THE EVENT UNDER THIS AGREEMENT, OR OF ANY CLAIMANT'S PARENT, GUARDIAN OR RELATIVES, OR FOR ANY AND ALL DAMAGES TO PROPERTY CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (INCLUDING GROSS) OF THE RELEASED PARTIES OR OTHERWISE, AND INDEMNIFIES THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS OR LIABILITIES RELATED TO THE EVENT OR USE OF THE FACILITY.

9. **PARTICIPANT WAIVER AND RELEASE.**

LESSEE SHALL REQUIRE AND SHALL ENSURE THAT ITS CONTRACTORS AND SUBCONTRACTORS REQUIRE EACH PARTICIPANT, INCLUDING ANY MEMBER, OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF LESSEE, TO EXECUTE AN INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT AS REQUIRED BY COMPANY AND ITS INSURERS, PRIOR TO THE PARTICIPANT ENTERING IN OR UPON THE FACILITY AND PRIOR TO ANY PARTICIPATION IN THE PROGRAM. LESSEE SHALL DELIVER TO THE COMPANY A COPY OF ALL EXECUTED INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENTS WITHIN FIVE (5) BUSINESS DAYS AFTER EXPIRATION OF THE TERM. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL OBLIGATIONS, CAUSES OF ACTION AND CLAIMS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND EXPENSES) THAT MAY BE CLAIMED OR ASSERTED AGAINST ANY RELEASED PARTIES BY REASON OF LESSEE'S FAILURE TO OBTAIN A VALIDLY EXECUTED INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT FROM ANY PARTICIPANT.

10. **ENTRY AND TERMINATION BY THE COMPANY.** The Company or its designated agents shall have the right to enter the Facility at any time during the Term of this Agreement to ensure that Lessee is in compliance with all Rules and Regulations of the Facility and with the provisions of this Agreement and to ensure that the Facility is being safely operated and maintained. In the event the Company, in its sole reasonable discretion determines that Lessee is not in

compliance with the Facility's Rules and Regulations or with the provisions of this Agreement, or that there is substantial danger of damage or injury to the Facility, then the Company shall have the right to close the Facility and to end all Lessee activities thereon, including racing activity, until such time as Lessee is in compliance. In the event that Lessee refuses or is unable to comply with the Facility's Rules and Regulations, then the Company shall have the right to immediately terminate this Agreement, in which case any monies previously paid by Lessee shall be forfeited to the Company and Lessee shall be responsible for all other costs incurred as a result of the use of the Facility up to the time of termination.

11. INTELLECTUAL PROPERTIES AND COMMERCIAL RIGHTS.

- a. **Company Intellectual Property.** Nothing in this Agreement shall be construed as transferring any right, title or interest in any Intellectual Property provided by Company. For the purposes of this Agreement, "Intellectual Property" shall mean any proprietary rights associated with Company's products including without limitation any documentation, copyright rights (including rights in audiovisual works), trademarks or service marks, patent rights (including patent applications and disclosures), know-how, inventions, rights of priority and trade secret rights, recognized in any country or jurisdiction (including without limitation such intellectual property or proprietary rights as may be licensed to a party and with respect to which such party may have the right to grant sublicenses). Lessee expressly agrees that it shall assert no rights in contravention to the rights that Company has in the Intellectual Property. Any data or other information contained in this Agreement or any Specifications or in any proposal or order shall be considered Intellectual Property and may not be distributed or reproduced by any means without the express written consent of Company, which may be withheld by Company in its sole discretion.
- b. **Media.** Lessee agrees that there shall be no media presence, nor any commercial photographs or video taping of any activity to be undertaken during the Event without the Company's prior written consent.
- c. **Television, Broadcasting, Film, Electronic Media and Photographic Rights.** The Company specifically retains all rights to commercial exploitation of the Facility and the Event, for film, television, video, audio, electronic game or training program, audio and photographic purposes.
- d. **Access for Company Guests.** The Company retains the right to admit anyone of its choosing to the Event and to the Facility during the Event, at the Company's sole discretion.
- e. **Advertising and Use of Company Names and Trademarks.** Lessee agrees that all advertising and promotion of the Event will be truthful and accurate and at the sole expense of Lessee. The Company may agree, in its sole discretion, to participate in the cost of advertising. Lessee may not use the name Circuit of The Americas, COTA or any combination or association of such names, trade or registered marks for any commercial purpose or for any advertising resulting from the Event or its related activities, or otherwise, without the prior written consent of the Company.
- f. **Sales Rights.** Lessee agrees that the Company will retain all rights for the sale of any products, goods or services at the Facility. Neither Lessee nor any Participant will have the right, without the Company's written advance permission, to sell or trade any product or service at the Facility. The Company reserves the right to charge a fee and/or commission, as determined by the Company, on the sale of any item or service for which it may, at its sole discretion grant such written permission. These rights include, but are not limited to, the sale of gasoline and oil products, tires, tools and equipment, cars, parts and service, food and beverage (including alcoholic beverages), gifts and accessories, clothing, safety equipment, merchandise, souvenirs, parking, hospitality activities in all its forms (including catering), displays, sponsorship, signage, Facility access fees, credentials or any other item of trade or service. In the event the Company grants Lessee or its agent the right to sell or trade any such product or service, Lessee (or the agent) must obtain all necessary certificates of authority to collect and remit sales and use taxes to appropriate governmental authorities, and will otherwise comply with all laws imposed by any governmental bodies having jurisdiction over Lessee or the Event. Any such approved vendors (Lessee or its agents) must comply with all insurance requirements defined by the Company and must provide Certificates of Insurance in advance of commencing activities on the Facility. Further the Company retains the right to exclude or remove from the Facility any Participant who transports any such item onto the Facility premises, if, in the Company's sole determination such item is intended for sale.
- g. **Use of COTA Names and Trademarks.** It is not permitted to use the names Circuit of The Americas, COTA or any combination or association of such names, trade or registered marks for any commercial purpose or for any advertising resulting from an event or its related activities, or otherwise, without prior written consent of COTA.
- h. **Sponsorship Rights.**
 - i. **Company Commercial Rights.** Lessee agrees and warrants that it has no rights to secure, sell, trade or offer, to any person or entity, sponsorship or commercial rights of any nature or kind whatsoever, whether direct or indirect, for the Event that relate in any way to the Company's intellectual or physical properties.

- ii. **Lessee Commercial Rights.** Lessee will however retain rights to sponsorship and similar rights for its own properties, such as Event naming rights, on the condition that such rights do not impose any responsibilities for the Company to support, service or provide facilities for or in anyway compel the Company to participate in any activities; and provided that Lessee advises the Company in advance of the Event that such sponsorship conditions exist. The Company agrees to be responsive to Lessee's prior sponsorship arrangements and to reasonably work with Lessee and Lessee's sponsors in such a way as to support the Event, subject to the understanding that the Company may, at its sole discretion, apply fees and costs to any such services provided, and on condition that such activities do not impose conflicts with the Company's existing sponsorship or other commercial or contracted relationships.
- iii. **Company's Right to Sell Sponsorship.** The Company retains the right to sell or market sponsorship, hospitality, signage, and other related products for the Event, and to retain all income therefrom.
- i. **Signage and Decals.** None of the existing signage or advertising displays located at the Facility shall be removed or covered over by Lessee or any Participant. Further, Lessee agrees that no signage of any kind may be erected or shown on the Facility relating to the Event, Sponsors or Participants without the prior written approval of the Company, for which service the Company may, in its sole discretion, assess fees and cost charges. Notwithstanding, Participants are free to display any signage, identification or commercial sponsorship identity or advertising (subject only to the Company's considerations of good taste) on their race vehicles, support vehicles, clothing or within their allocated parking and pit areas at all times during the Event.
- j. **Displays, Sampling and Expositions.** Lessee agrees that neither Lessee nor the Event Participants will have the right to erect any displays, conduct any sampling activities, make public address announcements or establish any form of exposition activity on the Facility property without the prior written approval of the Company, and that the Company has the right to levy fees or charges in connection with such approval; except that Participants and Lessee are free to conduct such activities within their defined parking and pit areas and other areas that may be specifically approved in advance by the Company.
- k. **Lessee Marketing Opportunities.** The Company agrees to provide Lessee with a designated location within the Facility, to be selected by the Company, for the display, sale and marketing of Lessee specific promotional materials, merchandise and souvenirs, at no charge to Lessee and subject only to confirmation that products to be sold or marketed are directly related to Lessee activities.

12. COMPANY RESPONSIBILITIES.

- a. **Physical Facilities.** The Company agrees to furnish Lessee the areas of the Facility as described herein for the conduct of the Event.
- b. **Equipment and Services.** The Company agrees to provide certain equipment and services reasonably necessary to conduct all Event activities, including the supply of power, water and basic communications services. Other services, including catering service, may be requested by Lessee and will be provided upon the terms agreed upon by the parties.
- c. **Staff.** The Company will provide, at its cost, an on-site manager whose responsibility it will be to coordinate all activities between Lessee and the Company during the Event.
- d. **Catering.**

13. DUTIES OF LESSEE.

- a. **Overall Responsibility of Lessee.** Lessee is responsible for the conduct of its Participants and for each Participant's property throughout the Term of this Agreement. The Company, at its sole discretion, may disqualify and cause the removal of any Participant and/or the Participant's property (such as personal property or vehicle), or cancel or revoke this Agreement at any time with or without cause.
- b. **Facility Rules and Regulations.** The Company has adopted certain Rules and Regulations regarding use of the Facility and Lessee agrees to enforce these Rules and Regulations, as amended from time to time, throughout the duration of the Event.
- c. **Compliance with Contract and Rules.** Lessee must inform all Participants and Event attendees of the charges and rules set forth in this Agreement. Lessee shall comply with the rules set forth herein and shall use its best efforts to ensure that Event Participants and attendees comply with the rules and other terms of this Agreement.

- d. **Reputation and Good Name.** Lessee agrees that all activities that might take place at the Facility reflect on the reputation and good name of the Company and the Facility and that Lessee will conduct the Event in a manner that will not negatively affect such reputation and good name. Lessee agrees to use its best efforts to ensure that all Participants conduct themselves in a manner that will not negatively affect the name and reputation of the Company or the Facility.
 - e. **Company's Rights of Interjection.** Lessee agrees and will enforce the right of the Company to bar, expel or fine any Participant in violation of any Facility Rule or Regulation, or anyone acting in contravention of the terms and conditions of this Agreement. The Company agrees not to exercise such rights without due cause. The Company agrees to advise Lessee if any person so removed is a Participant in the Event and in such case not to remove that person until notification has been made to Lessee.
 - f. **Control of Event Personnel.** Lessee shall fully control and supervise the activities of all personnel and equipment brought onto the Facility by Lessee and agrees to ensure that such personnel conduct themselves, and all that equipment that is used, in accordance with the provisions of this Agreement and with the Rules and Regulations of the Facility.
 - g. **Adequate and Appropriate Staff.** Lessee shall provide an adequate number of experienced, qualified and trained staff to conduct the Event in a safe and responsible manner. Lessee shall confirm with the Company that such staff is available 30 days prior to the first day of the Event. If Lessee fails to furnish appropriate staff, the Company, at its sole discretion, will have the right to place additional staff on location at Lessee's sole cost and expense, or to terminate this Agreement. Such staff shall include:
 - i. **Registration Attendant(s).** To ensure efficient operation of Participant registration and access to the Facility.
 - ii. **Official Contact Person.** A single contact person with whom the Company can communicate on a 24 hour basis throughout the Event and who will be in a position of overall authority with respect to all Lessee activities and responsibilities.
 - h. **No Supervision or Interference.** Lessee shall, without supervision or interference from the Company or any other person, conduct and be responsible for the registration and program of activities at the Event.
 - i. **Identification of Facility Features.** For purposes of continuity and to reduce potential confusion, Lessee agrees to use only COTA designated names and nomenclature for Facility elements such as Main Grandstand, Parking Lot "A", Velocity Lounge and other similar Facility features.
 - j. **Event Information and Regulations.** Lessee shall provide the Company with copies of Event Regulations and information related to the activities taking place at the Facility as part of the Event in advance of the Event.
 - k. **Security.** COTA is not responsible for items left unattended in the event spaces. Special arrangements can be made in advance for additional or overnight security for an extra cost.
 - l. **Food and Beverage Provider.** Due to licensing and insurance requirements, all food and beverage served on COTA property must be supplied and prepared by Sodexo. Upon the conclusion of the Event, no food or beverage may be removed from the premises. Outside food and beverage are not permitted.
14. **DAMAGES AND RECOVERY.** Lessee will be responsible for all costs arising from the repair of the Facility property arising from damage due to actions by Participants or Lessee or its employees or agents during the Event. This damage shall include, but not be limited to, the following:
- a. **Asphalt.** Lessee acknowledges that the asphalt surface applied at the Facility is of high quality and repairs thereto are very costly. Lessee agrees to so advise the Participants, and will monitor and control all activities which may result in damage to asphalt surfaces. Lessee will further take such reasonable steps as are necessary to protect and maintain these asphalt surfaces. Such steps may include requiring Participants: to place flat boards under jack stands in order to spread loads, especially during high temperature conditions; to refrain from driving pegs such as those retaining tents and awnings into asphalt surfaces; and ensuring prompt clean-up of all gas, oil, hydraulic, brake, and other fluids. Lessee will pay the Company an amount equal to \$500.00 per square foot for all asphalt damage sustained during the Event, provided that such damage is caused by an act or omission by Lessee or a Participant, including fuel, oil, hydraulic and other fluid spills. Normal wear and tear is expressly excluded.
 - b. **Fencing.** Lessee will pay the Company an amount equal to \$15 per foot for all fencing that is damaged during the Event.

- c. **Critical Environmental Features:** Lessee will pay the company \$100 per square foot for damage to Blackland Prairie tallgrass critical environmental features, \$200 per square foot for damage to the Riparian Creek Restoration zone, \$2000 for damage to trees up to 2 1/2" in caliper, \$5000 for damage to trees 2 1/2" to 5" in caliper, and \$10,000 for damage to any trees 5" in caliper or larger.
15. **INTERRUPTION.** The Company shall retain the right to cause interruption of the Event in the interest of public or Participant safety and to likewise cause the termination of the Event when, in the judgment of the Company, such act is necessary in the interest of public or Participant safety. In such event, Lessee waives any and all claims for damages or compensation from the Company.
16. **FORCE MAJEURE.** Either party hereto shall have the right to suspend performance of an obligation due to a Force Majeure event which interferes with such party's ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall mean any event or circumstances (whether arising from natural causes, human or governmental agency or otherwise) beyond the reasonable control of the party invoking Force Majeure, including strikes, lockouts or other labor disputes, civil strife, war, terrorist attack, casualty, earthquake, riot, heavy rains, flood, fire, or acts of God, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
17. **EVENTS OF DEFAULT.** The following shall constitute Events of Default by Lessee: (i) failure to comply with any provisions of this Agreement including without limitation the breach of any representation or warranty; or (ii) adjudication of Lessee as bankrupt or Lessee's making a general assignment for the benefit of creditors, or appointment of a receiver on account of Lessee's insolvency.
18. **REMEDIES.** Upon the occurrence of an Event of Default, Company may immediately, without prejudice to any other rights or remedies it may have, at law or equity: (i) terminate this Agreement or at its sole option and without liability to Lessee, postpone, suspend or cancel the Event and/or exclude Lessee from the Facility until Lessee furnishes satisfactory evidence that such default has been cured; (ii) repair, or replace any damaged property or procure the same or similar property from another source, in which case Lessee shall be liable to Company for any additional costs or expenses incurred by Company; or (iii) seek injunctive relief or damages. Company shall have the right at any time to require adequate assurances of Lessee's performance. In any action by Company against Lessee to enforce the terms of this Agreement or exercise any rights hereunder, Company shall be entitled to recover all of its attorneys' fees, expenses and other costs of litigation.
19. **RESOURCE RECOVERY AND HAZARDOUS MATERIALS.** The Company and Lessee shall enforce strict compliance with all applicable Federal, State, County, and City laws and rules relating to waste and hazardous materials, their containment and actions required to remediate or repair surfaces affected by any spills.
- a. **Resource Recovery.** It is COTA policy that all events implement a recycling and composting (when feasible) program to divert recoverable resources from a landfill. The facility will provide recycling and other collection containers. At minimum, plan on diverting Paper, Plastic grades 1 (PETE) and 2 (HDPE), aluminum, glass, and compostables (when feasible). Participants are required to make use of such collection facilities for all waste material disposal, using the appropriate receptacles (as identified on each receptical).
- b. **Hazardous Material Control.** Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., are always likely and can cause significant damage to the environment and to paved and grass surfaces, as well as creating dangerous situations for track users and Participants. All spills must be treated immediately on occurrence, following regular track procedures (by corner workers and paddock officials) in the first instance and, where containment and repair is beyond the capability of these officials, by the Company's staff. Lessee shall address such situations with immediate response and with maximum attention and bring such situations to the attention of the Company if they cannot be immediately addressed and repaired by Lessee.
20. **MISCELLANEOUS FACILITY AND EVENT RULES.** Lessee acknowledges and agrees to ensure that all Participants are informed of the Facility's Rules and Regulations and to ensure, using Lessee's best efforts, that Participants abide by these rules. The Rules and Regulations are set forth in Appendix A of this Agreement.
21. **NO PARTNERSHIP.** The Company does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of either the Company's business or Lessee's Event or otherwise.

- 22. **ATTORNEYS' FEES.** In the event the Company shall enforce the terms of this Agreement due to a breach of this Agreement, whether or not suit is instituted, the Company shall be entitled to recover its costs and expenses incident thereto, including but not limited to reasonable attorneys' and expert witness fees and expenses.
- 23. **NOTICES.** All notices hereunder shall be in writing and shall be: (a) delivered personally; (b) mailed by registered or certified mail, postage prepaid, return receipt requested; (c) sent by overnight courier; or (d) sent by facsimile, in each instance to the address or fax number of the party to whom addressed as set forth on the signature page hereof. Notice shall be effective: (i) upon receipt if personally delivered; (ii) on the second business day following the date of mailing if sent by registered or certified mail; (iii) on the first business day following the date of delivery to the overnight courier service; and (iv) on the first business day following the date of transmission if sent by facsimile, but only if each fax transmission is confirmed by also mailing or delivering a copy thereof as provided by this Agreement. A party may change its address listed below by sending notice to the other party in accordance with the provisions of this Section 24.
- 24. **GOVERNING LAW; DISPUTE RESOLUTION.**
 - a. **Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Texas. Lessee hereby submits to the jurisdiction of the federal and state courts of Travis County, Texas. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF ANY CLAIM OR DISPUTE RELATED TO THIS AGREEMENT.
 - b. **Dispute Resolution and Arbitration.** At the option or election of Company, any dispute, claim or controversy ("Dispute") between Lessee and Company relating to the transactions contemplated by this Agreement or an order including without limitation any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of limitations and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Lessee and Company shall designate, within thirty (30) days of receipt of the list of potential arbitrators, one (1) of the potential arbitrators to serve, and the two (2) arbitrators so designated shall select a third arbitrator from the eight (8) remaining candidates. Any arbitration proceedings conducted pursuant to this section shall be held in Austin, Texas.
- 25. **SEVERABILITY: INTERPRETATION.** In the event that any one or more of the provisions in this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to the specific provision determined to be invalid or unenforceable, and the remaining provisions hereof will continue in full force and effect.
- 26. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon Lessee's heirs, executors, administrators and other legal representatives or successors and will be for the benefit of the Company, its successors and assigns; provided, however, that Lessee may not assign or sublease any of Lessee's rights, or delegate any of Lessee's duties, under this Agreement without the Company's prior written consent.
- 27. **MULTIPLE COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. For the purposes of this Agreement, a signature by facsimile shall be deemed an original.
- 28. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding between the Company and Lessee relating to the subject matter hereof and merges all prior and contemporaneous discussions between Lessee and the Company. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

THE COMPANY:
Circuit of the Americas, L.L.C.

LESSEE:

By _____

By _____

CIRCUIT OF THE AMERICAS

Event / Date

Printed Name: Bruce Knox

Printed Name: _____

Title: Executive Vice President

Title: _____

Date: _____

Date: _____

Address: 301 Congress Avenue, Suite 220
Austin, TX 78701-2961
Attention: Joanna Butera

Address: _____

Phone: 512.301.6600

Phone: _____

Fax: 512.394.3851

Fax: _____

Data Confidential

APPENDIX A - FACILITY AND EVENT POLICIES

ACCESS TO THE FACILITY

Waiver Policy. All persons entering Circuit of TheAmericas ("COTA") property (the "Facility") are required to sign appropriate COTA Release and Waiver of Liability and Indemnity Agreement Forms. THERE ARE NO EXCEPTIONS. (ERF Comment: except this isn't true, fans enter all the time and don't have to sign waivers, this provision needs clarifying)

Minors. All minors must be under the direct supervision of an adult at all times.

Pets. No Pets Allowed.

VEHICLE USE OF THE TRACK AND PADDOCK AREAS

Unauthorized Use of the Track(s). Only authorized vehicles will be allowed to go on the COTA courses. Drivers and passengers must be participants in a formal track activity authorized by COTA, have signed the appropriate waivers, have paid the appropriate use fees or have received specific authority from COTA management before accessing any road course. Unauthorized driving on the road courses shall be considered grounds for removal of the driver and vehicle from the Facility and the imposition of a ban of future access to the Facility. Access to the track for persons walking or riding bicycles may be permitted at certain times as determined by COTA management and then only when no other track activities are taking place.

Unauthorized Use of the Paddock. Garage renters and others with special access to the Facility may not park on the paddock at any time unless as a participant in an event where they have paid to park.

Use of Garages. All Circuit of the Americas Garage Policies and rules set forth in the Garage Lease Agreement must be followed in relation to the garages; including no refueling of vehicles within the garage walls.

Signage. All signage must be approved in writing by COTA. Any signage must conform to aesthetic and other specifications required by COTA.

Paddock and Parking Lot Speed Limits. The Speed Limit for all vehicles in any paddock area is 15 miles per hour. Fines will be levied against anyone who is deemed to be driving or riding any vehicle in an unsafe manner or at a speed considered by COTA to be in excess of the speed limit.

ATV's and Other Motorized Vehicles. The use of unlicensed vehicles such as mini-bikes, golf carts, scooters, four wheelers and dirt bikes shall be restricted to their use as service vehicles only with previous written approval from COTA, and shall be used only in the paddock area and on paved surfaces and only during event hours. Only licensed drivers/riders shall use such vehicles. Children are specifically prohibited from using such vehicles anywhere on COTA property, including any of the general or public access areas. COTA reserves the right to further restrict the use of these vehicles if, in the sole discretion of COTA such use is a danger or annoyance to other persons.

User Fees. COTA reserves the right to charge a use fee for such vehicles.

Driving/Riding While Impaired. No vehicles shall be driven or ridden on any COTA property by any person who is under the influence of alcohol or drugs, or is medically or physically incapacitated from operating a vehicle. COTA reserves the right to remove any person who is in violation of this rule from the Facility for the duration of the event and to forbid such person's attendance at future events.

Sound Limits. COTA retains the right to impose noise restrictions on participating events, including concerts as well as on cars, motorcycles and karts. While no specific noise restrictions are to be enforced without COTA's written notice, COTA may at any time and at its sole discretion, choose to impose a noise control system.

BEHAVIOR

Use of Alcohol. All State, County and other regulatory liquor laws and regulations will apply.

Substance Abuse. No use of controlled substances is permitted at Circuit of The Americas. Anyone found using controlled substances illegally, or who appears to be under the influence of alcohol while using any of the COTA facilities will be summarily removed from the Facility.

Fireworks and Weapons. No fireworks, firearms or weapons of any kind are permitted anywhere on the Facility premises.

Noise. No loud music or boom-boxes are permitted. Facilityquiet times must be respected (10.00 pm to 6.00 am) No race engines may be run before 7.00 am or after 9.00 pm.

Quiet Periods. COTA may require that a quiet period be maintained (for example during church services).

Energy Conservation. Only COTA staff may adjust thermostat levels. Lights should not be turned on unnecessarily, or left on if they are no longer needed. Doors between conditioned spaces and the exterior should be closed when not in use. Lessee may be held responsible for costs associated with wasteful use of electricity.

DAMAGE TO COTA PROPERTY

Damage to COTA Property. Anyone who causes damage to COTA property, including equipment, buildings, vehicles, fences, safety systems, grass, environmental features, and landscaped areas will be held responsible for all costs relating to replacement or repair.

Damage to Paved Surfaces. No holes or any other damage may be caused to any paved surfaces. Tents and canopies must be held down by weights as no tent pegs of any kind are allowed. Flat blocks or wood squares should be used to absorb weight beneath any equipment that may cause damage to the surface, such as trailer legs, jack stands.

No Painting or Markings on Paved Surfaces. Under no circumstances is it permissible to paint, mark or otherwise deface any portion of any paved surface, and specifically any race surface, including the track, curbs, verges or pit lanes.

No Signs, Decals or Notices. No decals, signs, painting, marking or advertising of any kind are permitted to be placed on the premises at any time without the prior written consent of COTA.

Signage Code. COTA will strictly enforce a Signage Code which will require that any signs posted (only with COTA approval) must meet quality and aesthetic standards (no handwritten signs). Only the COTA approved Official Signage Contractor will be allowed to make and erect sponsor or similar signs on site.

Signage and Decals. No COTA signage or advertising displays shall be defaced in any way, nor be removed or covered over.

ON-SITE CAMPING

Camping. COTA may, at its sole discretion, permit overnight camping on the property during events. COTA retains the rights to charge a fee for camping, which fee will include 24-hour security/access control.

Campfires. Open and ground fires are not permitted. Barbecues, hibachis, like heating and cooking equipment may be used only in defined areas.

Quiet Time. Camping quiet time begins at 10.00 pm.

Electricity and RV Hook-Ups. No one may use any COTA electrical or waste hook-up facilities at any time without the consent of COTA and the use of such facilities will be subject to fees payable in advance of use.

SAFETY, PUBLIC HEALTH AND HAZARDOUS MATERIAL CONTROLS

COTA will enforce strict compliance with rules relating to waste and hazardous materials, their containment and actions required to recover or repair surfaces affected by any spills.

Hazardous Material Control. Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., may occur and can cause significant damage to paved and grass surfaces and the environment as well as creating dangerous situations for track users and other participants. All spills must be treated immediately on occurrence. COTA management must immediately be advised of all spills.

Trash and Waste Disposal. All trash shall be deposited in trash containers. COTA reserves the right to set fees for the disposal of any items left at the track that must be disposed of by a disposal company, including items such as used tires, batteries, fuel barrels, etc. Do not place any petroleum products in trash containers.

Fences. No climbing on any fence.

COTA INTELLECTUAL PROPERTIES AND RIGHTS

Use of COTA Names and Trademarks. It is not permitted to use the names Circuit of TheAmericas, COTA or any combination or association of such names, trade or registered marks for any commercial purpose or for any advertising resulting from an event or its related activities, or otherwise, without prior written consent of COTA.

Sales Rights. COTA retains all rights for the sale of sponsorship or commercial rights of any nature or kind whatsoever, whether direct or indirect, and of any products, goods or services on its premises. Nobody shall have the right, without written and advance permission from COTA, to sell or trade any product or service at the Facility. COTA reserves the right to charge a fee and/or commission on the sale of any item or service for which it may, at its sole discretion, grant written permission. These rights include, but are not limited to, the sale of gasoline and oil products, tires, tools and equipment, cars, parts and service, food, gifts and accessories, clothing, safety equipment, merchandise, souvenirs, hospitality activities in all its forms, displays, sponsorship, signage, facility access fees, credentials or any other item of trade or service. Further COTA retains the right to exclude or remove from the Facility any participant who transports any such item onto the Facility premises if, in COTA's sole discretion, such item is intended for sale.

Displays, Sampling and Expositions. COTA retains all rights to erect any displays, conduct any sampling activities, make public address announcements or establish any form of exposition activity on COTA property. No one may undertake such activities at the Facility without the prior written approval of COTA, for which COTA has the right to levy fees or charges, except that event participants are free to conduct such activities within their defined parking and pit areas and other areas that may be specifically approved by COTA.

Tents and Structures. Only COTA approved tent and structure suppliers may be used for the provision of any hospitality, display or similar structures.

Catering. All catering requirements must be provided by the official COTA Catering Contractor. Food and beverages, including alcoholic beverages, shall be sold only by the official COTA Catering Contractor.

Restrictions on Photography, Video and Filming. No commercial photographs or videotaping may be undertaken on any COTA property without prior written consent of COTA.

GENERAL REGULATIONS.

Notices. No unauthorized notices of any kind may be pasted, taped, painted or written on any COTA surface, building, facility, equipment or structure. Paddock notice boards will be provided for such notices, which shall include notices pasted by participants offering equipment, vehicles, etc for sale. Such notices will be removed at the end of each event.

COTA reserves the right to impose additional rules and regulations at any time.

APPENDIX B

PAYMENT SUMMARY

(To be completed by Circuit of the Americas Staff Pre/Post event)

Dr f - o f d n i

APPENDIX C

INTELLECTUAL PROPERTY & COMMERCIAL RIGHTS

Intellectual Properties and Commercial Rights. The Company agrees to make available the following intellectual property and commercial rights to Lessee for their exclusive use during the terms of this Agreement (Reference Para. _____).

**COMMERCIAL NON-RACE
FACILITIES/PRIVATE TRACK RENTAL AGREEMENT**

This Track Rental Agreement ("Agreement") is between Circuit of The Americas LLC, a Texas limited liability company (the "Company") and the individual, entity and/or party indicated on the signature page hereto (the "Lessee") and is entered into and is effective upon full execution of this Agreement.

RECITALS:

WHEREAS Lessee desires to rent from the Company a portion of that certain facility located at 9201 Circuit of The Americas Blvd., Austin, TX, 78617 and more commonly known as Circuit of The Americas ("Facility"), as more particularly described below, for the purposes set forth below and subject to the terms set forth herein; and

WHEREAS, in consideration of the Company's agreement to enter into this Agreement and to grant Lessee the rights set forth herein, Lessee shall pay the Company the amounts set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the parties agree as follows:

1. DEFINITIONS.

a. Event.

- i. **Type of Event.** Lessee shall use specified Circuit of Americas facilities and track for its commercial purposes of conducting a Race Team Test event ("Event"). The Event activities consist of vehicle testing, vehicle data collection, and on-track performance driving.
- ii. Lessee shall submit to the Company the Lessee's Event schedule at least 30 days prior to the first day of the event, including driver education, instructors, qualification of drivers, vehicles, on-track activity, etc. Final schedule shall be due 7 days prior to the first day of the event.

b. Event Times.

- i. **Track times.** The Company agrees to make the Track available to Lessee for Event use from 8:00 a.m. until 5:00 p.m. on each day of the Term.
- ii. **Lunch Hour.** Lessee will not operate on the track portion of the Facility during a period of One Hour near or around noon to allow staff and workers to rest and have lunch. During this lunch period the Company will have the right to use the track for any purpose of its choice.
- iii. **Evening.** The Track is specifically not available to Lessee for any activity after 5:30 pm on any day of the Term, at which time all use of the Facility (including but not limited to the track portions thereof) will be retained by the Company for its own activities.

c. Facility. Lessee shall be granted use of the following track, facilities and equipment:

- i. Main Track: Full Circuit 3.4 mile
- ii. Paddock Area: Main Support
- iii. Other: See Section 5(m) Facilities below

d. Participant(s). All drivers, mechanics, pit crew, car/motorcycle/kart owners, sponsors for the participants, sponsors for the Event or series of which the Event may be a part, officials and managers of the Event and those assisting the officials, announcers, volunteers and all persons involved in the conduct or operation of the Event, and in particular any persons associated with Lessee allowed access to restricted areas.

e. Parties.

Company:

Organization:	Circuit of The Americas LLC	Telephone:	Telephone: 512.301.6600
Contact Person:	Bruce Knox	E-mail:	Bruce.Knox@circuitoftheamericas.com
Address:	301 Congress Ave. #220 Austin, TX 78701		

Lessee:

Organization:	Telephone:
Contact Person:	Mobile:
Address:	E-mail:

2. RENTAL AND USE OF FACILITY.

11/6/2013 4:45 PM

- a. **Grant.** The Company hereby grants to Lessee permission to use the facilities specified in section 1(c) for the Event, and for no other purpose than set forth in section 1(a) of this agreement, subject to the Company's Rules and Regulations, a copy of which has been provided to Lessee, as modified and promulgated by the Company from time to time ("Rules and Regulations"), subject to earlier termination by the Company in accordance with this Agreement.
- b. **No Competitive Activities.** This Agreement does not grant Lessee the right to conduct any form of competitive event or activity unless specifically agreed to by the Company in writing.
- c. **Inspection.** Lessee shall inspect the Track prior to the start of the Event to ensure, to Lessee's satisfaction, that the Track meets Lessee's appropriate use and safety requirements, and to note the condition of all physical elements of the Facility which might be subject to damage or abnormal wear and tear as a result of Lessee's use of the Facility. Lessee acknowledges and understands that it is entering the Agreement with the understanding that it does so with the Facility in an "As is" "Where Is" condition.
- d. **Damage.** Lessee agrees not to damage, mar or in any manner deface the Facility or the Company's equipment and not to cause nor permit anything to be done whereby the Facility or the Company's equipment is in any manner damaged, marred or defaced; nor shall Lessee drive or permit to be driven any nails, hooks, tacks or screws in any part of the Facility (including any asphalt) or the Company's equipment or make any alterations of any kind without the express written consent of the Company. At the end of the Event, Lessee shall return the Facility to the Company in the same condition as at the commencement of the Term, reasonable wear and tear excepted, and Lessee hereby indemnifies the Company against and assumes responsibility for any damage to the Facility caused by Lessee, its employees, agents or Participants during the Term.
- e. **Hazardous Materials.** Lessee will not bring on to, use or allow to be brought on to or used, on or about the Facility, any hazardous material or article or material which is prohibited by law or the Rules and Regulations or which would render any fire or other hazard insurance policies in force with respect to the Facility or the Event void or voidable. Lessee will insure that any hazardous materials will be disposed of appropriately. Improper disposal will result in fines in an amount determined by the Company and may be cause for termination of this Agreement.
- f. **Conduct of the Event.** Lessee shall not use the Facility in any manner that will constitute a breach of any law, waste, nuisance, or unreasonable annoyance or a violation of the Rules and Regulations.
3. **TERM.** The parties agree that the term of this Agreement (the "Term") shall begin at:
- a. 6:30 am on the ___ day of _____, 2013, and will end at: 6:00 pm on the ___ day of _____, 2013.
- b. Lessee will have access to the Facility, for the purposes of Event set-up and Participant move-in and parking at 5:00 pm on the ___ day of _____, 2013.
- c. Lessee and all Participants must leave the Facility by 6:00 pm on the ___ day of _____, 2013.
- The Company may charge additional fees to any Participant or to Lessee for early or late arrival/departure from the Facility.
4. **PAYMENT.** Lessee shall pay to the Company fees as set forth below for the use of the Facility.
- a. **Lease Fee.** Lessee agrees to pay the Company rent in the amount of \$27,500.00 per day as per diem for Track rental (the "Lease Fee"). Based on the Term of the Event as set forth in this Agreement, the Lease Fee shall be \$_____ for up to 10 Drivers and 10 Cars. The Lease Fee is exclusive of any applicable sales taxes. An additional \$1,250 will be charged for each additional driver or car above the 10 driver/car limit. Any increase in number of Participants must be approved in writing by COTA.
- b. **Additional Time Fees.** It is agreed that any extension of the Term (including if Lessee does not complete its track activities by 5:00 p.m. on any day of the Event) must be approved by the Company in writing and in such event Lessee agrees to pay additional Lease Fees at a rate of \$1,000 per fifteen minutes or part thereof ("Additional Lease Fee").
- c. **Additional Charges.** In addition to the Lease Fees and Additional Lease Fees, which shall all be paid in full as set forth above, Lessee shall be required to pay all other amounts due hereunder within 30 days of the final day of the Event. Such additional fees and charges may include, but shall not be limited to:
- i. Costs relating to damages and repairs as set forth elsewhere in this Agreement and as established by the Company after site review consequent to the completion of Event activities.
 - ii. Costs relating to staff, contract and other personnel as required for the conduct of the Event by Lessee.
 - iii. Amounts due to the Company by Participants for such items as fuel, transponders, timing and scoring equipment, food and beverages, safety equipment, WiFi, fines, etc., which are not paid by the Participants by the end of the Event.
- d. **Payment Conditions.** Payments by Lessee to the Company shall be made by cash, certified check, or wire without prior demand therefore and without any abatement, set-off, compensation or deduction whatsoever, other than as provided in this Agreement, save such as are reasonably required to give full effect to the full spirit and intent of this Agreement. Payments not made in accordance with prescribed schedules shall bear interest daily after the tenth business day from the respective date due at prime plus 5% as determined by the Company's chartered bank.

e. **Payment Schedule.** The Lease Fee shall be paid as follows:

- i. **Advance Deposit.** An advance deposit of 50% of the total Lease Fee shall be payable on signing of this Agreement, receipt of which is hereby acknowledged by the Company. Such advance deposit is refundable under the terms set forth herein, except for an amount of \$1,500 or 10% of the Lease Fee (whichever is the greater) which shall not be refundable (except only under the circumstances set forth in section 6(b) below).
- ii. **Balance Due.** The total Lease Fee, less the deposits made under sub-section 4(e)(i) above, shall be payable in full no later than 30 days prior to the first day of the Event.
- iii. **Payment Summary.** Payments due to the Company from Lessee are summarized in Appendix B, attached hereto, which schedule is subject to amendment any time prior to final payment according to the terms and conditions of this Agreement.

5. **SERVICES, EVENT EQUIPMENT AND FACILITIES.**

- a. **Mandatory Items:** For any motorized track activity, The Company shall require one or more of the following: ALS ambulance, tilt bed wrecker, fire rescue truck, corner workers, race control, and safety control, all of which will be provided by the Company at Lessee's sole cost. Requirements are summarized in Appendix B.
- b. **Emergency Response Vehicles.**
 - i. **Provision of Vehicles.** The Company shall provide at least one Rescue/EV (Emergency Response Vehicle) each day of the Event at Lessee's sole cost. These vehicles respond to emergencies at other parts of the Facility and shall not be for the exclusive use of the Lessee. However, should Lessee wish to secure the exclusive use of a wrecker, recovery vehicle, or additional equipment, this shall be arranged by the Company and will be at Lessee's sole cost.
 - ii. **Ambulance Service.** Provided by Company at Lessee's sole cost. Lessee acknowledges and agrees that any such ambulance will respond to emergencies at other parts of the Facility if no other emergency response vehicles are available.
 - iii. **Staffing and Cost Requirements.** Only the Company's trained workers and approved staff shall be permitted to use and operate the Company's Rescue/EV, recovery vehicles, and wreckers.
- c. **Gasoline Services.** The Company shall maintain on site at the Facility a fully equipped gas service facility which shall be the sole provider of fuels to Participants on site during the Event. Fuel will be available only for participating vehicles and is not available to the public. Payment is by credit card at the pumps. Participants may purchase other fuels off-site and transport them to the Facility; however, all such fuel must be contained and transported in a manner which complies with all Federal, State, Local and County Fire Marshall Requirements. No person or entity other than the Company may sell or distribute fuels or oil products on the Facility property.
- d. **Fuels to be supplied by the Company.** The Company will supply requested fuels with costs to be covered by Lessee.
- e. **Advance Notice of Gas Needs.** Lessee shall provide the Company with an estimate of the amount and type of fuel to be consumed by Participants 30 days prior to the beginning of the Term.
- f. **Radios and Communications Equipment.** The Company shall provide up to 25 radios, which shall be available for use by Participants at Lessee's sole cost. Lessee shall be responsible for the maintenance and return in appropriate condition of such equipment at the end of the Event. An additional Deposit may be required to cover damage and loss. Lessee may provide its own communication equipment but such equipment must not conflict in use with the Company's equipment used at the Facility.
- g. **Transponders and Timing and Scoring Equipment.** The Company shall maintain a fully operational AMB based timing and scoring system (complete with transponders) for all tracks, which shall be available for use by Participants for an additional charge. Requests for use of timing equipment must be received in writing at least 30 days in advance. Lessee is free to supply Lessee's own equipment and transponders provided they are compliant with the Company's system and provided that no changes or modifications are made to the Company's equipment, hardware or software, in any way. A deposit may be required to cover damage and loss.
- h. **Fire Extinguishers.** The Company will locate fire extinguishers at each corner post and in various other locations around the pit lanes and paddock. These must be returned to their position by Lessee at the end of each day of activity. Lessee shall be responsible for any costs involved in re-charging, repairing or replacing units which are used, damaged or lost during the Event.
- i. **Clean-Up Materials.** Appropriate clean-up materials will be made available at the appropriate corner stations at the beginning of each day's activities and must be returned to that location in good and complete condition at the end of the final day of the Event. The Company may, at its sole discretion, require that Lessee pay any replacement costs for abnormal or excessive usage. The Company will provide replacement materials, on call, throughout the Event.
- j. **Tents and Structures.** Only the Company's approved tent and structure suppliers may be used for the provision of any hospitality, display or similar structures at the Facility, and any such structures Lessee elects to use must be approved by the Company and will be at Lessee's sole cost. Orders should be placed well in advance of requirements through the Company's administrative office.

- k. **Security.** Unless otherwise agreed by Company in writing, the Facility will be open for Participant access from 6:00 a.m. until 7:00 p.m., through defined gates and by Event credential. Lessee shall communicate all security needs to the Company's Security Officer prior to the beginning of the Event and shall provide the Security Officer with direct telephone access to an appropriate Lessee Official throughout the Event.
- l. **Signage.** The Company will strictly enforce a Signage Code which will require that any signs posted by Lessee or Participants meet quality and aesthetic standards (No handwritten signs). The Company can produce appropriate signs for Lessee, at Lessee's request and at Lessee's sole cost. Signage orders should be placed as far in advance of the Event as possible, although service will be available throughout the Event. Only the Company's approved Official Signage Contractors will be allowed to make and erect sponsor or similar signs on the Facility site. Notwithstanding, Lessee may post signs such as their club insignia and competitor information signs in locations approved in advance by the Company.
- m. **Wireless Access Point (WAP).** To gain garage WiFi access, Lessee must rent a WAP at \$250 per router (covers 4-6 adjoining garages). If the garages are separate, it could require additional WAPs costing an additional \$250 per router. Requests for WiFi must be made in writing at least 30 days prior to the Term.
- n. **Spectator Access.** Spectators associated with the Lessee will remain in designated spectator access zones or in areas designated for Lessee's use. No spectators will be allowed into Pit area or onto the Track. Spectators are not allowed to access areas of Facility not designated for Lessee's use in this Agreement.
- o. **Facilities.** The Company shall make available suitable facilities for use by Lessee in the conduct of the Event. These facilities shall be provided in good and fully serviced condition and must be returned to the Company after each use in appropriate, clean and undamaged condition. These facilities shall include:
- i. Race Control and Timing and Scoring Rooms (Exclusive):
 - ii. Pit Lane (Exclusive): Main Pit Club Pit
 - iii. Start Towers (Exclusive): Main Club N/A
 - iv. Classroom/Briefing Room (Exclusive): One (1) Room, Team Building
 - v. Access to the Gas Station (Non-Exclusive)
 - vi. Paddock Club Loft: One (1) Room – Catering
 - vii. Paddock Garages: Ten (10) - Extra Garages \$500 each per day
 - viii. Appropriate Paddock Area and Participant Parking (Defined): Main Support
 - ix. Use of LED Panels – Main Grandstand
 - x. Tower Access
 - xi. Paddock Washroom Facilities (Non-Exclusive)
- p. **Medical Requirements.**
- i. **Provision of Emergency Medical Services.** Emergency medical services will be provided in conformance with existing local, state and federal law and regulations.
 - ii. **Stand-By and Emergency Transportation.** Prior to the Event the Company shall establish contact with local and major emergency services that shall be advised of the nature of the Event. In the event that emergency helicopter services, outside ambulances, fire truck or other emergency transportation or services are required, the same shall be ordered by the Company, at Lessee's request. Lessee shall be solely responsible for the costs and expenses arising therefrom.
 - iii. **Ambulance and EMT Requirements.** Lessee shall ensure that no on-track activities shall take place unless the required numbers of Advanced Life Support ambulances are on site and prepared to provide immediate response. Where only one ambulance/EMT team is required and it is required to leave the Facility during the Event (for any reason), all track activity must be stopped until it returns to or a substitute unit arrives at the Facility.
 - iv. **Costs.** Lessee shall pay all costs relating to the provision, service, transport of casualties and any other ambulance related activity.
 - v. **Other Medical Services.** Lessee may elect to have the Company arrange the provision of additional medical resources, such as a staffed medical facility, additional emergency medical services for Participants, or air ambulance services. The costs for these additional services will be the sole responsibility of Lessee. Notice of such requirements must be made to the Company at least 30 days prior to the Event.
 - vi. **Medical Situation Reports.** Lessee is required to maintain a log of all emergency, medical and incident response situations and activities and to provide the Company with a copy of such log at the end of the Event.

6. CANCELLATION POLICY.

- a. **Notice.** In the event that Lessee wishes to cancel this Agreement, Lessee shall provide the Company with written notice pursuant to subsections (i) through (v) of this Section 6.a (the "Reimbursement Schedule"), explaining the reason for the cancellation request. Except as otherwise provided in this Section 6.a, the Company will reimburse Lessee an amount based on the Reimbursement Schedule, less the nonrefundable deposit received and after offset of any monies owed to the Company by Lessee pursuant to the terms hereof, within 30 days of receipt of the notice. If outstanding amounts are due by Lessee to the Company, Lessee shall pay all monies due, in full, at the time the cancellation request is made. Failure to pay any amounts owed to Company upon notice of request for cancellation shall be a breach of this Agreement.
- i. If cancellation is requested 90 or more days prior to the date the Event was scheduled to begin, the Company will refund 90% of the refundable Lease Fee paid to date.
 - ii. If cancellation is requested less than 90, but 60 or more days prior to the date the Event was scheduled to begin, the Company will refund 75% of the refundable Lease Fee paid to date.
 - iii. If cancellation is requested less than 60, but 30 or more days prior to the date the Event was scheduled to begin, the Company will refund 50% of the refundable Lease Fee paid to date.
 - iv. If cancellation is requested less than 30 days prior to the date the Event was scheduled to begin, Lessee shall not be entitled to any refund.
 - v. Notwithstanding the above, the Company agrees that it will use its best efforts to lease the Facility to other customers for the cancelled Term and for the full rental fee, and in the event that such an agreement is reached, the Company will refund Lessee the entire amount of the Lease Fee that the Company received from Lessee, less 10% of such fee.
- b. **Dangerous Conditions.** The Company reserves the right to cancel or postpone the Event if in the reasonable judgment of the Company the weather or conditions of the vehicles render the holding or continuance of the Event dangerous. This decision shall be in the sole discretion of the Company. If the Event is cancelled by the Company due to dangerous conditions, then the Company will refund Lessee 50% of the refundable Lease Fee paid to date. If the Event has already started, there shall be no refund to Lessee.
- c. **Rescheduling.** In the event the Event is cancelled pursuant to section 6(b), the Company agrees to use reasonable efforts to provide an alternate lease date in the same calendar year (subject to availability) to Lessee for the Event to be rescheduled. The decision to reschedule, however, will be at the sole discretion of Lessee. In the event the Event is so cancelled prior to any racing activity taking place on that day, the Company agrees to provide Lessee with the use of the Facility on a date mutually agreed upon by the parties, under the same terms and conditions, but at a Lease Fee equal to 50% of the original Lease Fee.
- d. **Entry and Termination by the Company.** The Company or its designated agents shall have the right to enter the Facility at any time during the Term of this Agreement to ensure that Lessee is in compliance with all Rules and Regulations of the Facility and with the provisions of this Agreement and to ensure that the Facility is being safely operated and maintained. In the event the Company, in its sole reasonable discretion determines that Lessee is not in compliance with the Facility's Rules and Regulations or with the provisions of this Agreement, or that there is substantial danger of damage or injury to the Facility or Participants, then the Company shall have the right to close the Facility and to end all Lessee activities thereon until such time as Lessee is in compliance. In the event that Lessee refuses or is unable to comply with the Facility's Rules and Regulations, then the Company shall have the right to immediately terminate this Agreement, in which case any monies previously paid by Lessee shall be forfeited to the Company and Lessee shall be responsible for all other costs incurred as a result of the use of the Facility up to the time of termination. In such event, Lessee waives any and all claims for damages or compensation from the Company.

7. INSURANCE.

- a. Lessee shall procure and bear the cost of premiums for insurance of the type and in the minimum amounts indicated below. Such insurance will require the insurance endorsements and cancellations provisions set forth below. Lessee's insurance provider must be approved in writing by Company and Lessee must provide Company with a certificate of insurance no less than thirty days prior to the first day of the Event. No Participant shall be admitted to the Facility unless and until such insurance coverage is in effect as reflected by the effective date and time on the insurance certificate.
- b. It is understood and agreed by and between Lessee and Company that obtaining such insurance by Lessee does not absolve Lessee of any liability to Company, its affiliates, or any other person claiming against Lessee or Company for any indemnification and reimbursement unless such insurance in fact fully indemnifies and reimburses Company or any other claimant.
- c. The insurance requirements imposed on Lessee shall consist of the following types of insurance:
- i. Event Spectator/Public and Participant Legal Liability, in the required minimum amount of \$5,000,000 general liability insurance (combined single limit) and \$5,000,000 participant legal liability per occurrence; and
 - ii. Participant Accident Insurance, in the required minimum amount of \$10,000 accidental death and dismemberment, \$10,000 accidental excess medical benefit, and \$50 weekly temporary total disability, payable up to 52 weeks, provided, however, for motorcycle events the Excess Medical limit of \$3,000 excess medical expense reimbursement; \$3,000 Accidental Death & Dismemberment and \$25 weekly accident income benefit for 26 weeks for Participants will be accepted.

- d. The policy must be a commercial general liability form and may either be a manuscript **motorsports** policy or commercial general liability policy with endorsements that provide the amendments required to cover automobiles and/or motorcycle events.
- e. Additional amounts and/or types of coverage may be required for unique or unusual Events activities, as determined in Company's sole judgment.
- f. The policy must be a commercial general liability form and may be either a manuscript **motorsports** policy or commercial general liability policy with endorsements that provide the amendments required to cover on-track automobile and/or motorcycle events. Coverage must include, but shall not be limited to:
- i. Spectator/Public Bodily Injury Liability;
 - ii. Participant Liability;
 - iii. Promoter/Sponsor Liability;
 - iv. Bodily Injury and Property Damage Liability, including Participant property except when in restricted areas and with a maximum deductible of \$1,000;
 - v. Refreshments/Product Liability, including Host Liquor Liability;
 - vi. Personal Injury/Advertising Liability, including false arrest, detention, imprisonment or malicious prosecution; libel, slander; wrongful entry or eviction;
 - vii. Mobile Equipment Liability;
 - viii. Incidental Medical Malpractice Liability;
 - ix. Official Vehicle Physical Damage with a maximum of \$1,000 deductible;
 - x. Contractual Liability (written and oral);
 - xi. Pollution – Sudden and Accidental; and
 - xii. Official's Errors and Omissions (minimum \$100,000).
- g. If Lessee's employed personnel, contractors or subcontractors are engaged in the use of the Facility, Lessee shall maintain (and require its contractors and subcontractors to maintain) statutory worker's compensation insurance where required by law or participant accident insurance including death, disability, dismemberment and medical benefits for all its personnel, contractors and subcontractors engaged in the usage of the Facility.
- h. All policies required by this Agreement shall name and include Circuit of The Americas, L.L.C., COTA EVENTS LLC, COTA Racing and Entertainment LLC, Accelerator Holdings, LLC Tower Amphitheater LLC and each of the foregoing entities' respective affiliates, officers, directors, members, agents and employees and each of their respective heirs, legal representatives, successors and assigns, participants and sponsors (collectively, "Company Related Parties"), Participants, and sponsors of the Event as additional insured. The definition of Participant must include drivers, crew members, officials of the Event, and those assisting the officials, announcers, emergency and safety crews and security personnel, their guests and family members, and all other persons allowed access to Race Course.
- i. The insurance must be primary to any other insurance available to the additional insureds. No insurance of the additional insureds shall be called on to contribute to any loss incurred in connection with the performance of this Agreement.
- j. The insurer must be admitted or approved to write insurance in the State of Texas. All insurance shall be written by an insurer or insurers acceptable to Company.
- k. Complete copies of all policies providing coverage for the Event shall be provided to Company upon demand.
- l. The insurance policy shall not be cancelled or reduced without thirty days prior written notice of same to Company.
- m. Lessee shall utilize a system to obtain properly executed and signed "Waiver and Release from Liability" forms from all Participants. "Waiver and Release from Liability" forms shall be in a format acceptable to Company and its insurers. Lessee shall use these "Waiver and Release from Liability" forms and shall ensure that all Participants duly complete and sign such forms prior to Participants admission to the Facility. Participants who fail or refuse to sign such "Waiver and Release from Liability" forms shall not be admitted to or permitted to remain on the Facility. Copies of all signed "Waiver and Release from Liability" forms shall be provided to Company at the end of the Event.
- n. Employees, contractors and subcontractors of the Company shall be pre-registered and copies of release forms signed by such employees will be held by the Company on its premises. Such copies will be available for inspection by Lessee or Lessee's insurance provider on request.

8. **INDEMNIFICATION; ASSUMPTION OF RISK; WAIVER AND RELEASE.**

- a. LESSEE HEREBY RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND EACH OF ITS AFFILIATES, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS, AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL OBLIGATIONS, LOSSES, DAMAGES, CAUSES OF ACTION AND CLAIMS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES, COURT COSTS AND EXPENSES) THAT MAY BE CLAIMED OR ASSERTED AGAINST ANY OF THE RELEASED PARTIES BY LESSEE, ANY PARTICIPANT, OR BY ANY EMPLOYEE OR AGENT OF LESSEE AND/OR ANY OTHER PERSON OR ENTITY CONNECTED WITH OR RESULTING FROM THE EVENT FOR ANY AND ALL REASONS.
- b. LESSEE HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, WHILE IN OR UPON THE FACILITY FOR ANY PURPOSE, INCLUDING COMPETING, OFFICIATING, OBSERVING, WORKING OR PARTICIPATING IN ANY USE, EVENT OR ACTIVITY.
- c. LESSEE RECOGNIZES AND UNDERSTANDS THAT (A) THERE ARE INHERENT RISKS AND DANGERS ASSOCIATED WITH PARTICIPATING IN EACH USE, EVENT OR ACTIVITY AND ADMISSION TO THE FACILITY THAT COULD CAUSE SEVERE BODILY INJURY, DISABILITY OR DEATH; (B) THE RISKS AND DANGERS MAY BE CAUSED BY THE NEGLIGENT ACTIONS OR NEGLIGENT FAILURE TO ACT (GROSS OR OTHERWISE) OF THE RELEASED PARTIES AND OTHERS; AND (C) ALL OF THE RISKS AND DANGERS ASSOCIATED WITH PARTICIPATING IN THE EVENT OR ANY OTHER EVENT AND ENTRY ONTO THE FACILITY OR OTHER RESTRICTED AREAS MAY NOT BE FORESEEABLE AT PRESENT, BUT ARE ASSUMED BY LESSEE NOTWITHSTANDING. LESSEE HEREBY RELEASES, DISCHARGES AND COVENANTS NOT TO SUE, AND WAIVES ALL CLAIMS AGAINST, THE RELEASED PARTIES FROM ALL LIABILITY TO LESSEE, LESSEE'S OWNERS, PERSONAL REPRESENTATIVES, ASSIGNS, EXECUTORS, HEIRS, SUCCESSORS AND ASSIGNS FOR ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES OR DAMAGES FOR PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH OF LESSEE, ITS OWNERS, EMPLOYEES, AGENTS, OR PARTICIPANTS IN THE EVENT UNDER THIS AGREEMENT, OR OF ANY CLAIMANT'S PARENT, GUARDIAN OR RELATIVES, OR FOR ANY AND ALL DAMAGES TO PROPERTY CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (INCLUDING GROSS) OF THE RELEASED PARTIES OR OTHERWISE, AND INDEMNIFIES THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS OR LIABILITIES RELATED TO THE EVENT OR USE OF THE FACILITY.

9. PARTICIPANT WAIVER AND RELEASE.

LESSEE SHALL REQUIRE AND SHALL ENSURE THAT ITS CONTRACTORS AND SUBCONTRACTORS REQUIRE EACH PARTICIPANT, INCLUDING ANY MEMBER, OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF LESSEE, TO EXECUTE AN INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT AS REQUIRED BY COMPANY AND ITS INSURERS, PRIOR TO THE PARTICIPANT ENTERING IN OR UPON THE FACILITY AND PRIOR TO ANY PARTICIPATION IN THE PROGRAM. LESSEE SHALL DELIVER TO THE COMPANY A COPY OF ALL EXECUTED INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENTS WITHIN FIVE (5) BUSINESS DAYS AFTER EXPIRATION OF THE TERM. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL OBLIGATIONS, CAUSES OF ACTION AND CLAIMS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERT WITNESS FEES AND EXPENSES) THAT MAY BE CLAIMED OR ASSERTED AGAINST ANY RELEASED PARTIES BY REASON OF LESSEE'S FAILURE TO OBTAIN A VALIDLY EXECUTED INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT FROM ANY PARTICIPANT.

10. INTELLECTUAL PROPERTIES AND COMMERCIAL RIGHTS.

- a. **Company Intellectual Property.** Nothing in this Agreement shall be construed as transferring any right, title or interest in any Intellectual Property provided by Company. For the purposes of this Agreement, "Intellectual Property" shall mean any proprietary rights associated with Company's products including without limitation any documentation, copyright rights (including rights in audiovisual works), trademarks or service marks, patent rights (including patent applications and disclosures), know-how, inventions, rights of priority and trade secret rights, recognized in any country or jurisdiction (including without limitation such intellectual property or proprietary rights as may be licensed to a party and with respect to which such party may have the right to grant sublicenses). Lessee expressly agrees that it shall assert no rights in contravention to the rights that Company has in the Intellectual Property. Any data or other information contained in this Agreement or any Specifications or in any proposal or order shall be considered Intellectual Property and may not be distributed or reproduced by any means without the express written consent of Company, which may be withheld by Company in its sole discretion.
- b. **Media.** Except as otherwise expressly provided in subsection (c) below, Media access to private events held at the Circuit will be determined by individual event organizers. Media representatives seeking access to private events held at Circuit of The Americas should first seek permission from the individual event organizer(s), who will then notify Circuit of The Americas Media Relations and Security Teams. Media representatives without permission from private event organizers and/or Circuit of The Americas Media Relations Team will not be granted access to Circuit of The Americas' property. Media representatives should secure the appropriate permissions before arriving at the Circuit of The Americas venue. Media representatives that are not pre-approved for entry to private events or that have not signed and returned the requisite waiver of liability and indemnification forms will not be granted access to Circuit of The Americas' property. To allow media access to cover private events at Circuit of The Americas, private event organizers must do the following:
 - i. At least two (2) business days prior to the event, submit to Circuit of The Americas Media Relations team a full list of journalists and their respective media outlets that have requested access for the event. Media lists should be e-mailed to Julie.Loignon@circuitoftheamericas.com and Ali.Putnam@circuitoftheamericas.com. Circuit of The Americas Media Relations staff will then forward the list to the Circuit's Security Department to ensure gate access for approved media representatives;
 - ii. Guarantee that the organizer will provide experienced public/media relations personnel, including a designated spokesperson(s) as appropriate, to chaperone media representatives throughout the duration of their visit to Circuit of The Americas;

- iii. Provide media credentials and/or photography/videography vests to clearly identify media representative approved to be on site for the private event; and
 - iv. Ensure that all media representatives sign and return copies of Circuit of The Americas' "Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement" to the Circuit's Security Office, located on the first floor of the Circuit's Main Grandstand.
- c. **Television, Broadcasting, Film, Electronic Media and Photographic Rights.** Except as otherwise expressly provided herein, the Company specifically retains all rights to commercial exploitation of the Facility and the Event, for film, television, video, audio, electronic game or training program, audio and photographic purposes. Lessee shall have the right to photograph and video the Event solely for posting on its website and social media sites, including Facebook, Twitter and Youtube. Lessee agrees that such photographs and video will not be used for commercial purposes.
- d. **Access for Company Guests.** The Company retains the right to admit anyone of its choosing to the Event and to the Facility during the Event, at the Company's sole discretion.
- e. **Advertising and Use of Company Names and Trademarks.** At least thirty (30) days prior to the event Lessee shall submit all advertising and promotional materials to Circuit of The Americas Media Relations team for approval. All advertising and promotion of the Event will be truthful and accurate and at the sole expense of Lessee. The Company may agree, in its sole discretion, to participate in the cost of advertising. Lessee may not use the name Circuit of The Americas, COTA or any combination or association of such names, trade or registered marks for any commercial purpose or for any advertising resulting from the Event or its related activities, or otherwise, without the prior written consent of the Company.
- f. **Sales Rights.** Lessee agrees that the Company will retain all rights for the sale of any products, goods or services at the Facility. Neither Lessee nor any Participant will have the right, without the Company's written advance permission, to sell or trade any product or service at the Facility. The Company reserves the right to charge a fee and/or commission, as determined by the Company, on the sale of any item or service for which it may, at its sole discretion grant such written permission. These rights include, but are not limited to, the sale of gasoline and oil products, tires, tools and equipment, cars, parts and service, food and beverage (including alcoholic beverages), gifts and accessories, clothing, safety equipment, merchandise, souvenirs, parking, hospitality activities in all its forms (including catering), displays, sponsorship, signage, Facility access fees, credentials or any other item of trade or service. In the event the Company grants Lessee or its agent the right to sell or trade any such product or service, Lessee (or the agent) must obtain all necessary certificates of authority to collect and remit sales and use taxes to appropriate governmental authorities, and will otherwise comply with all laws imposed by any governmental bodies having jurisdiction over Lessee or the Event. Any such approved vendors (Lessee or its agents) must comply with all insurance requirements defined by the Company and must provide Certificates of Insurance in advance of commencing activities on the Facility. Further the Company retains the right to exclude or remove from the Facility any Participant who transports any such item onto the Facility premises, if, in the Company's sole determination such item is intended for sale.
- g. **Sponsorship Rights.**
- i. **Company Commercial Rights.** Lessee agrees and warrants that it has no rights to secure, sell, trade or offer, to any person or entity, sponsorship or commercial rights of any nature or kind whatsoever, whether direct or indirect, for the Event that relate in any way to the Company's intellectual or physical properties.
 - ii. **Lessee Commercial Rights.** Lessee will however retain rights to sponsorship and similar rights for its own properties, such as Event naming rights, on the condition that such rights do not impose any responsibilities for the Company to support, service or provide facilities for or in any way compel the Company to participate in any activities; and provided that Lessee advises the Company in advance of the Event that such sponsorship conditions exist. The Company agrees to be responsive to Lessee's prior sponsorship arrangements and to reasonably work with Lessee and Lessee's sponsors in such a way as to support the Event, subject to the understanding that the Company may, at its sole discretion, apply fees and costs to any such services provided, and on condition that such activities do not impose conflicts with the Company's existing sponsorship or other commercial or contracted relationships.
 - iii. **Company's Right to Sell Sponsorship.** The Company retains the right to sell or market sponsorship, hospitality, signage, and other related products for the Event, and to retain all income therefrom.
- h. **Signage and Decals.** None of the existing signage or advertising displays located at the Facility shall be removed or covered over by Lessee or any Participant. Further, Lessee agrees that no signage of any kind may be erected or shown on the Facility relating to the Event, Sponsors or Participants without the prior written approval of the Company, for which service the Company may, in its sole discretion, assess fees and cost charges. Notwithstanding, Participants are free to display any signage, identification or commercial sponsorship identity or advertising (subject only to the Company's considerations of good taste) on their race vehicles, support vehicles, clothing or within their allocated parking and pit areas at all times during the Event.
- i. **Displays, Sampling and Expositions.** Lessee agrees that neither Lessee nor the Event Participants will have the right to erect any displays, conduct any sampling activities, make public address announcements or establish any form of exposition activity on the Facility property without the prior written approval of the Company, and that the Company has the right to levy fees or charges in connection with such approval; except that Participants and Lessee are free to conduct such activities within their defined parking and pit areas and other areas that may be specifically approved in advance by the Company.
- j. **Lessee Marketing Opportunities.** The Company agrees to provide Lessee with a designated location within the paddock area, to be selected by the Company, for the display, sale and marketing of Lessee specific promotional

materials, merchandise and souvenirs, at no charge to Lessee and subject only to confirmation that products to be sold or marketed are directly related to Lessee activities.

11. COMPANY RESPONSIBILITIES.

- a. **Physical Facilities.** The Company agrees to furnish Lessee the areas of the Facility as described herein for the conduct of the Event.
- b. **Equipment and Services.** The Company agrees to provide certain equipment and services reasonably necessary to conduct all Event activities, including the supply of power, water and communications services. Other services, including catering service, may be requested by Lessee and will be provided upon the terms agreed upon by the parties.
- c. **Staff.** The Company will provide staff members to control gates for ticket and credential control purposes, stand-by maintenance and repair staff and an on-site manager whose responsibility it will be to coordinate all activities between Lessee and the Company during the Event.
- d. **Security.** COTA is not responsible for items left unattended in the event spaces. Special arrangements may be made by agreement for additional or overnight security for an extra cost.
- e. **Food and Beverage Provider/Catering.** Due to licensing and insurance requirements, all food and beverage served on COTA property must be supplied and prepared by Sodexo, the Company's official catering contractor. Menu options will be provided to Lessee and orders should be placed 30 days in advance. Upon the conclusion of the event, no food or beverage may be removed from the premises. Outside food and beverage are not permitted on COTA property.
- f. **Adequate and Appropriate Staff.** Company shall provide an adequate number of experienced, qualified and trained staff to conduct the Event in a safe and responsible manner. Lessee shall not operate any on-track activities unless the minimum required staff is on site and in their designated operating positions. Such staff shall include:
 - i. **Corner Workers.** Only Company-staff will be permitted to marshal or work posts, race control and Rescue control during events
 - ii. **Registration Attendant(s).** To ensure efficient operation of Participant registration and access to the Facility.
 - iii. **Paddock Marshal(s).** Officials with the responsibility for efficient and timely parking of Participant vehicles in the paddock prior to the Event and for ensuring efficient paddock operations through the Event.
 - iv. **Grid and Pit Lane Officials.** Persons with the responsibility for conducting all pre-grid, post-race and pit lane activities, including ensuring that only appropriate vehicles and persons access the racing surfaces.
 - v. **Course Control Personnel.** Officials charged with the safe and effective conduct of all on track activities.
- g. **Hotel Booking Services.** All official hotel accommodations for staff or event must be booked through COTA Travel Services department. There will be no charge to Lessee for services provided, however Lessee must list COTA Travel Services as agency of record when contracting with hotel. All Circuit of the Americas track rentals must include COTA Travel Services in site selection process, and include COTA Travel Services as the agency on record for any signed contracts. Failure to use COTA Travel Services for events that require hotel site selection may result in termination of services outlined in this agreement. COTA may seek damages against a Lessee who uses COTA Travel Services for site selection, but fails to include COTA Travel Services as the agency of record.

12. DUTIES OF LESSEE.

- a. **Overall Responsibility of Lessee.** Lessee is responsible for the conduct of its Participants and for each Participant's property throughout the Term of this Agreement. The Company, at its sole discretion, may disqualify and cause the removal of any Participant and/or the Participant's property (such as personal property or vehicle), or cancel or revoke this Agreement at any time with or without cause.
- b. **Facility Rules and Regulations.** The Company has adopted certain Rules and Regulations regarding use of the Facility (Appendix A) and Lessee agrees to enforce these Rules and Regulations, as amended from time to time, throughout the duration of the Event.
- c. **Compliance with Contract and Rules.** Lessee must inform all Participants and Event attendees of the charges and rules set forth in this Agreement. Lessee shall comply with the rules set forth herein and shall use its best efforts to ensure that Event Participants and attendees comply with the rules and other terms of this Agreement.
- d. **Reputation and Good Name.** Lessee agrees that all activities that might take place at the Facility reflect on the reputation and good name of the Company and the Facility and that Lessee will conduct the Event in a manner that will not negatively affect such reputation and good name. Lessee agrees to use its best efforts to ensure that all Participants conduct themselves in a manner that will not negatively affect the name and reputation of the Company or the Facility.
- e. **Company's Rights of Interjection.** Lessee agrees and will enforce the right of the Company to bar, expel or fine any Participant in violation of any Facility Rule or Regulation, or anyone acting in contravention of the terms and conditions of this Agreement. The Company agrees to advise Lessee if any person so removed is a Participant in the Event and in such case not to remove that person until notification has been made to Lessee.

- f. **Control of the Course.** Lessee shall have such authority and control as may be required for managing and conducting the Event, including control over the road courses, and Lessee shall be responsible for verifying all Participants for the Event and shall be responsible for excluding all persons from the road courses other than Participants.
- g. **Control of Event Personnel.** Lessee shall fully control and supervise the activities of all personnel and equipment brought onto the Facility by Lessee and agrees to ensure that such personnel conduct themselves, and that all equipment is used, in accordance with the provisions of this Agreement and with the Rules and Regulations of the Facility.
- h. **Official Contact Person.** No later than thirty (30) days prior to the Event, Lessee shall provide Company with the name and contact information (including mobile/cell phone number(s) and email address) of a single contact person with whom the Company can communicate on a 24-hour basis throughout the Event and who will be in a position of overall authority with respect to all Lessee activities and responsibilities.
- i. **Public Events.** The event will not be made available for public access.
- j. **No Supervision or Interference.** Company shall control access to the Facility. Lessee shall, without supervision or interference from the Company or any other person, conduct and be responsible for the registration, inspection, practice and program of activities at the Event.
- k. **Event to Be Conducted In Accordance with Appropriate Rules.** Lessee warrants that the Event, including all on-track activities, shall be conducted in accordance with the Company's rules and regulations.
- l. **Identification of Facility Features.** For purposes of continuity and to reduce potential confusion, Lessee shall use only designated names and nomenclature for track elements such as corner names and numbers, worker and communication posts, rescue and response vehicle locations and other similar Facility features.
- m. **Participant Ages.** No person under the age of 16 will be allowed in any Pit or Track area when there are vehicles using that area. No person under the age of 18 will be allowed on Track or to participate in the Event as a driver.
- n. **Event Information and Regulations.** No later than thirty (30) days prior to the Event, Lessee shall provide the Company with copies of Event Regulations and information related to the activities taking place at the Facility as part of the Event.
- o. **Security.** COTA is not responsible for items left unattended in the event spaces. Special arrangements can be made in advance for additional or overnight security for an extra cost.
- p. **Hotel Booking Services.** All official hotel accommodations for staff or event must be booked through COTA Travel Services department. There will be no charge to Lessee for services provided, however Lessee must list COTA Travel Services as agency of record when contracting with hotel.

All Circuit of the Americas track rentals must include COTA Travel Services in site selection process, and include COTA Travel Services as the agency on record for any signed contracts. Failure to use COTA Travel Services for events that require hotel site selection may result in termination of services outlined in this agreement. COTA may seek damages against a Lessee who uses COTA Travel Services for site selection, but fails to include COTA Travel Services as the agency of record.

13. **DAMAGES AND RECOVERY.** Lessee will be responsible for all costs arising from the repair of the Facility property arising from damage due to actions by Participants or Lessee or its employees or agents during the Event. This damage shall include, but not be limited to, the following:
- a. **Pavement Damage (Paddock or Track).** Lessee acknowledges that the asphalt surface applied at the Facility is of high quality and repairs thereto are very costly. Lessee agrees to so advise the Participants, and will monitor and control all activities which may result in damage to asphalt surfaces. Lessee will further take such reasonable steps as are necessary to protect and maintain these asphalt surfaces. Such steps may include requiring Participants: to place flat boards under jack stands in order to spread loads, especially during high temperature conditions; to refrain from driving pegs such as those retaining tents and awnings into asphalt surfaces; and ensuring prompt clean-up of all gas, oil, hydraulic, brake, and other fluids. Lessee will pay the Company an amount equal to \$75.00 per square foot for all asphalt damage sustained during the Event, provided that such damage is caused by an act or omission by Lessee or a Participant, including fuel, oil, hydraulic, coolant, and other fluid spills. Normal wear and tear is expressly excluded.
 - b. **Guard Rails.** Lessee will pay the Company an amount equal to \$25 per linear foot for any guardrail that is damaged during the Event.
 - c. **Tire Barriers (Tech Pro).** Lessee will pay the Company an amount equal to \$650 per block for all tire barriers damaged during the Event.
 - d. **Fencing.** Lessee will pay the Company an amount equal to \$15 per foot for all fencing that is damaged during the Event.
14. **FORCE MAJEURE.** Either party hereto shall have the right to suspend performance of an obligation due to a Force Majeure event which interferes with such party's ability to act in a manner necessary to perform its obligations hereunder. Force Majeure shall mean any event or circumstances (whether arising from natural causes, human or governmental agency or otherwise) beyond the reasonable control of the party invoking Force Majeure, including strikes, lockouts or other labor disputes, civil strife, war, terrorist attack, casualty, earthquake, riot, heavy rains, flood, fire, or acts of God, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party, and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

15. EVENTS OF DEFAULT.

- a. **Events of Default.** The following shall constitute Events of Default by Lessee: (i) failure to comply with any provisions of this Agreement, including without limitation the breach of any representation or warranty; or (ii) adjudication of Lessee as bankrupt or Lessee's making a general assignment for the benefit of creditors, or appointment of a receiver on account of Lessee's insolvency.
- b. **Remedies.** Upon the occurrence of an Event of Default, Company may immediately, without prejudice to any other rights or remedies it may have, at law or equity: (i) terminate this Agreement or at its sole option and without liability to Lessee, postpone, suspend or cancel the Event and/or exclude Lessee from the Facility until Lessee furnishes satisfactory evidence that such default has been cured; (ii) repair, or replace any damaged property or procure the same or similar property from another source, in which case Lessee shall be liable to Company for any additional costs or expenses incurred by Company; or (iii) seek injunctive relief or damages. Company shall have the right at any time to require adequate assurances of Lessee's performance. In any action by Company against Lessee to enforce the terms of this Agreement or exercise any rights hereunder, Company shall be entitled to recover all of its attorneys' fees, expenses and other costs of litigation.

16. NOISE CONTROL.

- a. **Sound Limits.** The Company retains the right to impose noise restrictions on participating cars, motorcycles and karts. While no specific noise restrictions are required to be enforced by Lessee, Lessee and Participants should be aware that the Company may, at any time up to the beginning of the Event and at its sole discretion, choose to impose a noise control system. Such system is likely to be similar to that operated by the Sports Car Club of America at its National race events. This would require that vehicles comply with a sound pressure level of 103db "A" frequency weighted (dba) measured on a fast response setting at 50ft (=/- 2 feet) from the edge of the track pavement. (See SCCA 2005 GCR's Section 12). If the Company imposes noise restrictions, Lessee will be required to inform the Participants and enforce the restrictions.
- b. **Noise Time Limits.** No race engines may be run before 7:00 a.m. or after 9:00 p.m.
- c. **Quiet Periods.** The Company may require that a quiet period be maintained (for example during church services). Such times will be communicated to Lessee at least 6 weeks before the Term begins.

17. HAZARDOUS AND WASTE MATERIALS. The Company and Lessee shall enforce strict compliance with all applicable Federal, State, County, and City laws and rules relating to waste and hazardous materials, their containment and actions required to remediate or repair surfaces affected by any spills.

- a. **Waste Products.** The Company shall erect, as various locations in the paddocks and pit lanes, a number of collection facilities for used fluids and waste materials in large yellow containers. Participants are required to make use of such collection facilities for all waste material and fluid disposal, using the appropriate receptacles (as identified on each receptacle).
- b. **Hazardous Material Control.** Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., are always likely and can cause significant damage to the environment and to paved and grass surfaces, as well as creating dangerous situations for track users and Participants. All spills must be treated immediately on occurrence, by Participants in the first instance and, where containment and repair is beyond the capability of these officials, by the Company's staff. Lessee shall address such situations with immediate response and with maximum attention and bring such situations to the attention of the Company.

18. MISCELLANEOUS FACILITY AND EVENT RULES. Lessee shall ensure that all Participants are informed of the Facility's Rules and Regulations and shall ensure that Participants abide by these rules. The Rules and Regulations are set forth in Appendix A of this Agreement.**19. RESOURCE RECOVERY AND HAZARDOUS MATERIALS.** The Company and Lessee shall enforce strict compliance with all applicable Federal, State, County, and City laws and rules relating to waste and hazardous materials, their containment and actions required to remediate or repair surfaces affected by any spills.

- a. **Resource Recovery.** It is COTA policy that all events implement a recycling and composting (when feasible) program to divert recoverable resources from a landfill. The facility will provide recycling and other collection containers. At minimum, plan on diverting Paper, Plastic grades 1 (PETE) and 2 (HDPE), aluminum, glass, and compostables (when feasible). Participants are required to make use of such collection facilities for all waste material disposal, using the appropriate receptacles (as identified on each receptacle).
- b. **Hazardous Material Control.** Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., are always likely and can cause significant damage to the environment and to paved and grass surfaces, as well as creating dangerous situations for track users and Participants. All spills must be treated immediately on occurrence, following regular track procedures (by corner workers and paddock officials) in the first instance and, where containment and repair is beyond the capability of these officials, by the Company's staff. Lessee shall address such situations with immediate response and with maximum attention and bring such situations to the attention of the Company if they cannot be immediately addressed and repaired by Lessee.

20. NO PARTNERSHIP. The Company does not by this Agreement, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of either the Company's business or Lessee's Event or otherwise.

21. **ATTORNEYS' FEES.** In the event the Company shall enforce the terms of this Agreement due to a breach of this Agreement, whether or not suit is instituted, the Company shall be entitled to recover its costs and expenses incident thereto, including but not limited to reasonable attorneys' and expert witness fees and expenses.
22. **NOTICES.** All notices hereunder shall be in writing and shall be: (a) delivered personally; (b) mailed by registered or certified mail, postage prepaid, return receipt requested; (c) sent by overnight courier; or (d) sent by facsimile, in each instance to the address or fax number of the party to whom addressed as set forth on the signature page hereof. Notice shall be effective: (i) upon receipt if personally delivered; (ii) on the second business day following the date of mailing if sent by registered or certified mail; (iii) on the first business day following the date of delivery to the overnight courier service; and (iv) on the first business day following the date of transmission if sent by facsimile, but only if each fax transmission is confirmed by also mailing or delivering a copy thereof as provided by this Agreement. A party may change its address listed below by sending notice to the other party in accordance with the provisions of this Section 24.
23. **GOVERNING LAW; DISPUTE RESOLUTION.**
- a. **Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Texas. Lessee hereby submits to the jurisdiction of the federal and state courts of Travis County, Texas. **THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF ANY CLAIM OR DISPUTE RELATED TO THIS AGREEMENT.**
- b. **Dispute Resolution and Arbitration.** At the option or election of Company, any dispute, claim or controversy ("Dispute") between Lessee and Company relating to the transactions contemplated by this Agreement or an order including without limitation any claim based on or arising from an alleged tort, shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). Defenses based on statutes of limitations and similar doctrines shall be applicable in any such proceeding, and the commencement of an arbitration proceeding under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Lessee and Company shall designate, within thirty (30) days of receipt of the list of potential arbitrators, one (1) of the potential arbitrators to serve, and the two (2) arbitrators so designated shall select a third arbitrator from the eight (8) remaining candidates. Any arbitration proceedings conducted pursuant to this section shall be held in Austin, Texas.
24. **SEVERABILITY; INTERPRETATION.** In the event that any one or more of the provisions in this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to the specific provision determined to be invalid or unenforceable, and the remaining provisions hereof will continue in full force and effect.
25. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon Lessee's heirs, executors, administrators and other legal representatives or successors and will be for the benefit of the Company, its successors and assigns; provided, however, that Lessee may not assign or sublease any of Lessee's rights, or delegate any of Lessee's duties, under this Agreement without the Company's prior written consent.
26. **MULTIPLE COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. For the purposes of this Agreement, a signature by facsimile shall be deemed an original.
27. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement and understanding between the Company and Lessee relating to the subject matter hereof and merges all prior and contemporaneous discussions between Lessee and the Company. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

THE COMPANY:

Circuit of the Americas, L.L.C.

By _____

Printed Name: Bruce Knox

Title: Executive Vice President

Date: _____

Address: 301 Congress Avenue, Suite 220
Austin, TX 78701-2961
Attention: Joe Shields

Phone: 512.301.6600

Fax: 512.394.3851

LESSEE:

By _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Fax: _____

TEAM TESTING DRAFT

APPENDIX A - FACILITY AND EVENT POLICIES

RULES AND REGULATIONS OF THE RACETRACKACCESS TO THE FACILITY.

Waiver Policy: All persons entering Circuit of The Americas ("COTA") property (the "Facility") are required to sign appropriate COTA or Sanctioning body Release and Waiver of Liability and Indemnity Agreement Forms. THERE ARE NO EXCEPTIONS.

Minors: All minors must be under the direct supervision of an adult at all times. No minor will be permitted to drive any motorized vehicle unsupervised on the property.

Pets: No Pets permitted on site.

VEHICLE USE OF THE TRACK AND PADDOCK AREAS.

Unauthorized Use of the Track(s): Only authorized vehicles will be allowed to go on the COTA courses. Drivers and passengers must be participants in a formal track activity authorized by COTA, have signed the appropriate waivers, have paid the appropriate use fees or have received specific authority from COTA management before accessing any road course. Unauthorized driving on the road courses shall be considered grounds for removal of the driver and vehicle from the Facility and the imposition of a ban of future access to the Facility. Access to the track for persons walking or riding bicycles may be permitted at certain times as determined by COTA management and then only when no other track activities are taking place.

Unauthorized Use of the Paddock: Garage renters and others with special access to the Facility may not park on the paddock at any time unless as a participant in an event where they have paid to park.

Use of Garages: All rules within section must be followed in relation to the garages, including no refueling of vehicles within the garage walls.

Disposal and Recycling: COTA shall erect, at various locations in the paddocks, a number of collection facilities for used fluids and waste materials. LOOK FOR LARGE YELLOW SEA CONTAINERS! Participants are required to make use of these for all waste materials. Spills of damage causing fluids such as oils, hydraulic and brake fluids and gasoline etc. may occur. All spills must be treated immediately and COTA management must be advised of all spills.

Signage: All signage must be approved in writing by COTA. Any signage must conform to aesthetic and other specifications required by COTA.

Track Direction: Driving counter track direction or clockwise is forbidden *at all times*. All road courses and pit lanes must be used only in a counter-clockwise direction.

Paddock Speed Limits: The Speed Limit for all vehicles in any paddock area is 15 miles per hour. Fines will be levied against anyone who is deemed to be driving or riding any vehicle in an unsafe manner or at a speed considered by COTA to be in excess of the speed limit.

Pit Lane Speed Limits: A speed limit is imposed for all vehicles in the pit lanes at all times. Unless otherwise approved by COTA the speed limit is 35 miles per hour. Fines shall be imposed for any transgression of this rule.

ATV's and Other Paddock Vehicles: The use of unlicensed vehicles such as mini-bikes, golf carts, scooters, and four wheelers shall be restricted to their use as service vehicles for competitors and shall be used only in the paddock area and on paved surfaces and only during event hours. Only licensed drivers/riders shall use such vehicles. Children are specifically prohibited from using such vehicles in the paddock or on any of the general or public access areas. COTA reserves the right to further restrict the use of these vehicles if, in the sole discretion of COTA such use is a danger or annoyance to other persons.

User Fees: COTA reserves the right to charge a use fee for such vehicles.

Driving/Riding While Impaired: No vehicles shall be driven or ridden on any COTA property by any person who is under the influence of alcohol or drugs. COTA reserves the right to remove any person who is violation of this rule from the Facility for the duration of the event and to forbid such person's attendance at future events.

Sound Limits: COTA retains the right to impose noise restrictions on participating cars, motorcycles and karts. While no specific noise restrictions are to be enforced without COTA's written notice, COTA may at any time and at its sole discretion, choose to impose a noise control system. Such limits are likely to be similar to those operated by the Sports Car Club of America at their National race events. These require that vehicles comply with a sound pressure level of 103db "A" frequency weighted (dB) measured on a fast response setting at 50ft (± 2 feet) from the edge of the track pavement. (See SCCA 2005 GCR's Section 12).

BEHAVIOR.

Use of Alcohol: All State, County and other regulatory liquor laws and regulations will apply. No alcoholic beverages may be consumed in the pit or paddock areas until 30 minutes after the end of the final event or track activity of each day.

Substance Abuse: No use of controlled substances is permitted at Circuit of The Americas. Anyone found using controlled substances illegally, or who appears to be under the influence of alcohol while using any of the COTA facilities will be summarily removed from the Facility.

Fireworks and Weapons: No fireworks, firearms or weapons of any kind are permitted anywhere on the Facility premises.

Noise in the Paddock: No loud music or boom-boxes are permitted. Paddock quiet times must be respected (10:00 pm to 6:00 am).

Engine Noise Time Limits: No race engines may be run before 7:00 am or after 9:00 pm.

Quiet Periods: COTA may require that a quiet period (no race engines) be maintained (for example during church services). Notice of quiet periods will be posted on the COTA website and on the paddock notice boards.

DAMAGE TO COTA PROPERTY.

Damage to COTA Property: Anyone who causes damage to COTA property, including equipment, buildings, vehicles, fences, safety systems, grass and landscaped areas will be held responsible for all costs relating to replacement or repair.

Damage to Paved Surfaces: No holes or any other damage may be caused to any paved surfaces. Tents and canopies must be held down by weights as no tent pegs of any kind are allowed. Flat blocks or wood squares should be used to absorb weight beneath any equipment that may cause damage to the surface, such as trailer legs, jack stands and kart stands.

No Painting or Markings on Paved Surfaces: Not under any circumstances is it permissible to paint, mark or otherwise deface any portion of any paved surface, and specifically any race surface, including the track, curbs, verges or pit lanes. This expressly includes markings on the surface intended to provide guide points to braking, turning or other driving situations.

No Signs, Decals or Notices: No decals, signs, painting, marking or advertising of any kind are permitted to be placed on the premises at any time without the prior written consent of COTA.

Signage Code: COTA will strictly enforce a Signage Code which will require that any signs posted (only with COTA approval) must meet quality and aesthetic standards (no handwritten signs). Only the COTA approved Official Signage Contractor will be allowed to make and erect sponsor or similar signs on site.

Signage and Decals: No COTA signage or advertising displays shall be defaced in any way, nor be removed or covered over.

RV PARKING

RV Parking will be allowed in the designated RV Lot and must be reserved in advance. The RV lot will be sold on a first come first serve basis and will require an RV Parking Agreement.

No camping will be permitted.

SAFETY, PUBLIC HEALTH AND HAZARDOUS MATERIAL CONTROLS.

COTA will enforce strict compliance with rules relating to waste and hazardous materials, their containment and actions required to recover or repair surfaces affected by any spills.

Waste Products: COTA shall erect, at various locations in the paddocks, a number of collection facilities for used fluids and waste materials. Participants are required to make use of these for all waste material and fluid disposal, using the appropriate receptacles (as identified on each drum).

Hazardous Material Control: Spills of damage causing fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., may occur and can cause significant damage to paved and grass surfaces and the environment as well as creating dangerous situations for track users and other participants. All spills must be treated immediately on occurrence. COTA management must immediately be advised of all spills.

Trash and Waste Disposal: All trash shall be deposited in trash containers. COTA reserves the right to set fees for the disposal of any items left at the track that must be disposed of by a disposal company, including items such as used tires, batteries, fuel barrels, etc. Do not place any petroleum products in trash containers.

Combustible Materials: All oxygen, acetylene, propane and other pressurized cylinders with combustible gas must be securely fastened to a carrier.

Fences: No climbing on any fence.

Fire Extinguishers: Each competitor must have at least one (1) portable dry chemical fire extinguisher with a rating of at least 12BC available and in good working condition in the competitor's pit and/or paddock area.

24-Hour Security: The facility will be open for participant access from 6:00 am – 6:00 pm, through defined gates and by event or COTA credential. Access outside of these times must be approved in writing well in advance.

TRACK AND CONTACT INFORMATION

PROMOTER:
Circuit of the Americas
11/6/2013 4:45 PM

Fire Marshal Coverage For COTA Exhibit A Team Testing Track Rental Agreement_Final (2).Docx

9201 Circuit of the Americas Blvd
Austin, TX 78767
512.301.6600

CIRCUIT OF THE AMERICAS CONTACTS:

Todd Gibbs – Shipping/Receiving	Todd.gibbs@circuitoftheamericas.com	Office: 512.655.6568
Terry Webb- Facilities Manager	Terry.webb@circuitoftheamericas.com	
David Pace – Site Operations Manager	David.pace@circuitoftheamericas.com	Office: 512.655.6570
Chuck Aksland - VP Motorsport Operations	Chuck.aksland@circuitoftheamericas.com	Office: 512.655.6562
Ali Putnam – Media Relations Manager	Ali.putnam@circuitoftheamericas.com	Office: 512.655.6258
Holly Peterson – Event Manager	Holly.peterson@circuitoftheamericas.com	Office: 512.655.6583
Angie Gollihare– Catering Manager	Angie.Gollihare@sodexo.com	Office: 512.655.6547

Media Credentials/Requests:

All Requests must be in writing. Submit on letterhead to:

Ali Putnam – Media Relations Manager	Ali.putnam@circuitoftheamericas.com	Office: 512.655.6258
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Tickets/Group –Suite – RV Sales:

Nick Gebru - Sales	Nick.gebru@circuitoftheamericas.com	Office: 512.394.3892
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Catering:

Angie Gollihare– Catering Manager	Angie.Gollihare@sodexo.com	Office: 512.655.6547
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Tent and Equipment Rental:

David Pace – Site Operations Manager	David.pace@circuitoftheamericas.com	Office: 512.655.6570
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Internet/Cable/Telephone Service:

David Wiggins – Network Admin Manager	David.wiggins@circuitoftheamericas.com	Office: 512.655.6556
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Golf Cart Rentals: KC Golf Cart Co.

Email: Jackson@kcgolfcartco.com
Phone: (785) 925-0006

Circuit of the Americas Golf Cart & Scooter Policy

1. Pedestrians have the right of way; be courteous at all times
2. Minimum age requirement to operate golf carts, all-terrain vehicles and utility carts is 18 years old
3. Third parties must provide a certificate of insurance, sign release form and assume responsibility before they will be permitted to use a cart
4. Utilize approved seats only
5. Operating these vehicles at night requires proper illumination
6. Seatbelts must be worn if present
7. Must abide by 15 mph speed limit
8. Use extreme caution when using reverse; avoid doing so if possible
9. Never operate the vehicle while impaired by alcohol, drugs, medication or injury; or transport passengers whose judgment may be impaired for any reason but not limited to the consumption of alcohol
10. Apply the parking brake and remove key when not in use. Cable lock recommended when cart is unattended
11. Obey traffic and golf cart specific signage, directions, signals and instructions by COTA staff and/or law enforcement
12. Teams can only use a golf cart in the paddock in which their cars/bikes are located or pit lane as designated by sanctioning body
13. RV space holders are permitted to use a golf cart within the RV lot
14. Carts are prohibited in the following public areas when gates are open: Main Grandstand, Grand Plaza and Pit Lane
15. Do not operate any carts outside COTA premise including COTA Boulevard

- 16. Carry and transport cargo only in approved areas of the cart
- 17. Refueling carts is not the responsibility of COTA
- 18. COTA is not responsible for lost or stolen carts
- 19. Permitted cart areas:
 - a. Service Roads
 - b. Parking Lots
 - c. Paddock Areas
- 20. Prohibited cart areas:
 - a. Main Grandstand
 - b. Grand Plaza
 - c. Pit Lane
 - d. COTA Boulevard

Shipments:

Teams that have shipments sent to the race facility should make sure that the packages are clearly marked with the individual's name, name of the group he/she is with, cell phone number, garage number, and addressed to:

Circuit of The Americas
Attn: Individual Name – Group Name (Cell Phone Number)
Garage #____
 9201 Circuit of The Americas Blvd.
 Del Valle, TX 78617

Grand Prix Garage Information: Garages are 20' wide x 65' long or 6mx20m. Garages are equipped with 120v outlets, 220v, 30 amps, 60Hz. Private bathrooms, Epoxy Floors, Compressed air hookup (no hoses), Water spouts outside each, Double automatic lifting garage doors.

Fuel: THERE WILL BE NO FUEL AT PUMPS ON SITE UNTIL FURTHER NOTICE.

Fuel Types available at pumps: Unknown at this time.
 *Only Credit or Debit cards accepted at pumps

A/V Usage: COTA will utilize LCD screens on the exterior of the Main Grandstand for the Event. In order to have Lessee's desired logo or image, please submit a 1280x720 JPEG with a description of the desired slide for the event. Requests must be submitted 30 days before the event.

Nitrogen Supply: Pick-up Location: NE corner of main paddock along rock wall.
 TEAMS that do not return their bottles will be charged \$10.00 per bottle.
 (Teams that do not pay for bottle return, sanction body will be charged)

Truck Washing: N/A

EVENT SPECIFIC INFORMATION

Track Information: 3.4 Mile Full Circuit

Paddock and Parking Information:

FUEL: THERE WILL BE NO FUEL AT PUMPS ON SITE UNTIL FURTHER NOTICE.

Paddock Staging Area: Starting just outside tunnel 2 in the right 2 lanes of COTA Blvd.

Paddock Load-In: Will be directed and controlled by Company.

Load IN Procedure:

Directions:
 Haulers will Turn Left off of FM812 onto COTA Blvd. (Red Circuit of The Americas sign)
 Pull down and stop just short of TUNNEL 2 and wait for direction to pull in.

Load OUT Procedure

All participants must exit out tunnel 2.

APPENDIX B

PAYMENT SUMMARY

(To be completed by Circuit of the Americas Staff Pre/Post event)

TEAM TESTING DRAFT

APPENDIX C

INTELLECTUAL PROPERTY & COMMERCIAL RIGHTS

Intellectual Properties and Commercial Rights. The Company agrees to make available the following intellectual property and commercial rights to Lessee for their exclusive use during the terms of this Agreement (Reference Para. _____).

TEAM TESTING DRAFT