

RACE TRACK RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between Altamont Motorsports Park LLC (“AMP”), with corporate offices at 3333 G Street, Atwater CA 95301 and _____ of _____ (“Renter” – whether an individual or a business).

WITNESSETH

WHEREAS, AMP is the operator of the race track known as Altamont Motorsports Park located at 17001 Midway Road, Tracy CA 95376 (the “Park”), and Renter desires to conduct a competitive motorsports event at the Park, and AMP is willing to enter into this Agreement to permit Renter to conduct such business at the Park in accordance with and subject to each and all of the terms and conditions of this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Track Usage.** AMP does hereby rent to and Renter does hereby hire from AMP that portion of the Park property known generally as the half-mile-oval race track and all associated race tracks contained therein and associated pit area adjacent to the race track at the times that are reserved in accordance with the terms and conditions permitted pursuant to Paragraph 3 below entitled “Rental, Rates, Records and Reports”, and for the specific purposes of conducting a competitive motorsports event. Any other use of the Park by Renter or any other use by Renter of any portion of the Park not permitted by the Agreement is strictly prohibited. AMP may, in its absolute discretion, expressly approve or preclude any other activities to be conducted at the Park, the manner in which said activities are to be conducted, and the rules under which these activities are to be conducted. All such activities shall be subject to reasonable rules and regulations that are published and promulgated by AMP concerning the manner of use of the Park. Any such approvals shall be in writing and signed by AMP.
2. **Term.** Upon execution by both parties this Agreement shall be deemed to be in effect as of _____ am / pm on _____ and shall expire and terminate as of _____ am / pm on _____.
3. **Rental, Rates, Records and Reports.**

Renter does hereby agree to pay to AMP as and for rental for the use of the Park as follows:

- a. **Track Rental Fee.** Renter acknowledges which services Renter requires for the contracted event dates, as detailed on the pricing schedule attached

as Exhibit "A" and, as such, will pay AMP the required daily rental fee associated with each chosen service.

i.	_____	\$ _____
ii.	_____	\$ _____
iii.	_____	\$ _____
iv.	_____	\$ _____
v.	_____	\$ _____
vi.	_____	\$ _____
vii.	_____	\$ _____
viii.	_____	\$ _____
ix.	_____	\$ _____
x.	_____	\$ _____

TOTAL OF ALL SERVICES AND RENTALS \$ _____

AMP INSURANCE \$ _____

b. **Late Payment Fee.** A Late Payment Fee of ten percent (10%) of the amount of rent due shall accrue and become due and payable by Renter to AMP upon any rental not paid on or before the due date.

e. **Rental for Collection Purposes.** All sums due and payable by Renter to AMP under and pursuant to the terms and provisions of the Agreement, whether designated as Rental, Percentage Rental, Additional Rental or other charges, including Late Payment Fee, shall all be deemed to be rental for the purposes of enforcing the collection thereof by AMP under this Agreement.

4. **Percentage Rental.** In addition to the Track Rental Fee, and other additional charges as noted above, Renter agrees to pay AMP during the term of this agreement an additional "Percentage Rent" equal to the amount by which the sum of;

a. _____ percent (____%) of Renter's Gross Receipts (as defined below) from Renter's business at the premises during the designated term.

b. _____ percent (____%) of Renter's Event Receipts (as defined below) from Renter's business at the premises during the designated term.

c. Definition of Gross and/or Event Receipts shall be: _____

5. **Records and Reports for the Purpose of Ascertaining the Amount Payable as a Percentage Rental.** Renter shall deliver to AMP management a statement of the total Gross Receipts made by Renter for the event no sooner than or no later than 2 hours from the end of the event. The statements of Gross Receipts shall be made on a cash-reporting basis, in a manner consistent with Renter's past practice.

Renter grants AMP the right, during the calendar year following the year in which the Percentage Rental has accrued, to audit and review the books, accounts, records and reports, including sales tax reports and federal income tax returns, that may be filed or kept by Renter showing monthly sales and Gross Receipts, upon thirty (30) days written notice to Renter. Such an examination by AMP may be done at AMP' expense by a certified public accountant. Should any audit by such certified public accountant disclose an understatement of Percentage Rental by more than ten percent (10%), AMP shall be reimbursed for the reasonable cost of any such audit. AMP shall maintain all financial information received from Renter as confidential.

6. **Gross Receipts.** The term "Gross Receipts" shall mean the gross amount (in cash or credit card charges) received by Renter and attributed to Renter's business of conducting the motorsports event and any similar charges from or in connection with all similar and related business conducted by Renter at AMP. All entry fees, ticket sales, component or merchandise sales, and any advanced deposits that may have been paid prior to the event shall be included in the gross receipts.
7. **Scheduling of Track Uses.** Renter shall submit to AMP a proposed schedule for the event no later than thirty (30) days prior to the event. AMP will make every effort to accommodate the schedule and other requests. Any required changes to the Renter's event schedule will be faxed to Renter from the AMP track rental office. All requests from Renter must be submitted to the AMP track rental office in writing. Once the request is approved it will be signed and faxed back to Renter from the AMP track rental office. Renter should keep these signed request forms as their proof of confirmation.
8. **Limited Exclusivity.** Renter has rented the AMP race track solely for the stated term of this Agreement. AMP will not permit other schools, clubs, groups or organizations to operate on-site during this term unless agreed to by all parties in writing. Renter may not operate any type of NASCAR or stock car road racing or oval track school or driving experience or ride-along experience at AMP. The right of limited exclusivity granted herein shall not in any manner be construed as limiting the right of AMP to conduct any type of racing event at the Park with any type or style of racing vehicles.
9. **Advertising.** AMP agrees that Renter shall have the right to display specific advertising or promotional items in the pit and midway areas for its event held at the Park. The display areas and promotional items supplied by Renter or other

entity associated with Renter in conjunction with the event shall be of size and in a location as mutually agreed to by AMP and Renter in writing prior to each event. AMP retains the sole right to refuse advertising it deems inappropriate for any reason or no reason.

10. **Facility Condition.** AMP shall be responsible for and shall keep and maintain the Park in good repair during the term of this Agreement, suitable for the purposes of its design and use; provided, however, that any damage occasioned to the Park or any portion thereof as a result of the conduct of Renter's business or by any of Renter's members, agents, employees, students, invitees or other persons using the track by or through Renter, other than normal wear and tear caused from racing activities, shall be responsible for the cost of repair of all such damage so occasioned. AMP shall promptly cause such damage to be repaired, and the cost thereof shall become immediately due and payable from Renter to AMP upon completion of such repair or replacement as needs and submission of a billing to Renter therefore.
11. **Compliance.** Renter agrees to comply with all reasonable rules and regulations for the Park in effect at the time of the execution of this Agreement including, but not limited to, the Altamont Motorsports Park Conditional Use Permit and those regulations in effect at the time of the execution of this Agreement and those regulations promulgated by AMP from time to time and designed to be complied with by all persons using the Park. A copy of the current rules and regulations so promulgated by AMP shall be available to Renter at all times at the office of AMP.
12. **Insurance.**
 - a. **Renter's Responsibility.** Unless Renter has already agreed to utilize AMP's insurance package, as identified and included in those costs associated with the track rental and detailed in Section 3a of this Agreement, Renter will maintain insurance during the term of this Agreement from an insurer acceptable to AMP including at a minimum public liability and property damage policy limits of not less than Two Million Dollars (\$2,000,000) per incident. Said insurance policy shall specifically include coverage for Renter and Altamont Motorsports Park LLC. Renter and Renter's insurance provider further agree to indemnify and hold harmless from and against any and all claims of personal injury, including death, or property damage that may be asserted by any employees, invitees, customers, participants or any other person whomsoever that are related to or arising out of and/or concerning the operation of Renter's business at the Racetrack pursuant to this Race Track Rental Agreement. No later than thirty (30) days prior to the event, Renter will furnish to AMP a certificate of insurance evidencing the above coverage and naming AMP as an additional named insured. Such certificate shall allow for thirty (30) days advance notice of cancellation.

If Renter fails to obtain the insurance as required, AMP shall have the right to purchase said coverage on behalf of Renter and charge Renter the amount of the premium paid.

13. **Designated Representatives.** The following individual identified by Renter shall serve as Renter’s “Designated Representative” for this event:

Name: _____ **Phone:** _____

Renter’s Designated Representative shall be the sole representative in making all arrangements for the use of the Park. Renter represents that the Designated Representative has the authority to act on behalf of Renter for all matters covered by this Agreement, including but not limited to committing Renter to pay for additional services ordered by the Designated Representative. Any and all communications on behalf of Renter will be conveyed through the Designated Representative or an alternative representative designated in writing by Renter.

The Authorized Representative of AMP shall be Mr. Jeff Macey, General Manager.

14. **Notices/Changes.** Renter and AMP agree that any and all notices or changes to this Agreement must be reduced to written form and must be executed by duly authorized representative of both Renter and AMP. Any and/or all notices or charges required will be considered delivered if presented in person or upon actual receipt when sent by Certified Mail, Return Receipt Requested or other signature-based courier to the Designated Representative of Renter or AMP.

If to Renter: _____

If to AMP: Altamont Motorsports Park LLC
3333 G Street – Caste Airport
Atwater, CA 95301

With a copy to: Mr. Jeff Macey
Altamont Motorsports Park LLC.
17001 Midway Road
Tracy, CA 95376

15. **Cancellations.**
- a. **Canceled Use Days.** Renter may at its sole option elect to cancel any use day or event on sixty (60) days advanced written notice to AMP without penalty. A cancellation will not be official until Renter has received a

signed copy of a cancellation notice back from AMP. Cancellation of an event less than 60 days prior requires a payment of 50% of all fees. Cancellation of an event less than 30 days prior requires a payment of 75% of all fees. Cancellation of an event less than 15 days prior requires a payment of 100% of all fees. If the track use or event is cancelled with less than 60 days to the scheduled event but AMP is able to secure a separate event which is scheduled at least thirty (30) days in advance for a similar term in which the Renter's original event was to occur, Renter shall not be obligated to pay a penalty fee for the canceled day.

16. **Assignment.** Neither this Agreement nor any interest in this Agreement may be assigned by Renter without the express written consent of AMP in advance. In the event that Renter shall have sold, transferred, conveyed, encumbered, hypothecated or in any other fashion alienated any or all of its rights and obligations under this Agreement to any other person or entity, without the knowledge and written consent of AMP, then AMP shall have the right to terminate this Agreement.
17. **Relationship of Parties.** The relationship between these parties is that of independent contractors only and nothing contained in this Agreement is intended to or has the effect of creating any type of agency relationship or of making AMP and Renter partners or joint ventures or of creating any other type of relationship. Neither party to this Agreement may contract any debt, liability or obligation for or against or on behalf of the other party.
18. **AMP Access to Facility.** Renter agrees that AMP and all of its agents, employees or other designees shall have the right at all time to enter and leave the Park or portion thereof without any limitation, charge or cost whatsoever, and shall not at any time be deemed to be an interference by AMP with Renter's rights to track usage during any event.
19. **Construction or Improvements.** Renter shall, at no time, be entitled to construct any improvements of any nature whatsoever upon the Park nor to alter or modify any existing improvements thereon without first obtaining the express written consent of AMP.
20. **Indemnification.**
 - a. Renter agrees to fully indemnify and hold harmless Riverside Motorsports Park LLC, Lakeside Motorsports-Altamont LLC, AMP Concessions LLC, Altamont Motorsports Park LLC, and all officers, directors, agents, representatives and employees associated with these entities from and against and in respect of, any and all claims, losses, expenses, costs, obligations and liabilities (including attorney's fees and the cost of reasonable settlements made with a view to curtailment of the costs of litigation), based on or arising out of damages or injuries to third persons

or their property, arising out of any claim, action, suit, proceeding or appeal which results from the negligent or intentional act, omission or breach of Renter.

- b. AMP shall give Renter prompt and reasonable notice of any claims or actions to which this indemnification obligation may apply, and Renter shall have the right to investigate, compromise and defend the same. AMP shall not admit liability for or settle any claim, action, suit, proceeding, or appeal or incur any costs or expense which are subject to this indemnification without the express written consent of Renter, or its insurer, either of whom shall be entitled to at any time take over and conduct, in AMP' name, the defense of any claim, action, suit, proceeding or appeal.

- 21. **Radio, Television and Other Reproductions Displays.** It is expressly agreed that AMP, its successors, affiliates and assigns, shall have and own in connection with any race, racing activities, race driving, motor vehicle testing or operation, or any other event or activity (collectively, "Events") held, conducted or permitted at the Park, the sole and exclusive right to commercially exploit such Events, including all rights to all photographs, video reproductions, audio reproductions, films or motion pictures, radio or television broadcast, and other reproductions or depictions of any such Events or any portion thereof, including, without limitation, pictures and sound of all participants, alone or with others through any and all media whether now known or hereafter discovered and to copyright, reproduce, distribute, display, perform, sell, license or otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof together with alterations and additions to each of the above. Notwithstanding the forgoing, AMP shall not communicate or otherwise transmit any of Renter's confidential information. Renter agrees that Renter will not reproduce, sell, or otherwise use or exploit any photograph, film, video or audio depiction or reproduction of the Park, trademarks, service marks, name, Events or other property, or assist another party in doing any of the foregoing without AMP having given its prior written consent. If Renter requests and receives such written consent, then Renter agrees that it will not use such rights or materials for any purchase that is not specifically stated in that written consent. AMP acknowledges that Renter in the promotion of its event will be disclosing the conduct of the business at Altamont Motorsports Park and is granted a license to use the track name and registered logo for such purposes.
- 22. **Entire Agreement.** This constitutes and expresses the entire agreement between the parties with reference to the subject matter of this Agreement, and all prior negotiations, discussions, agreements, promises and undertakings with regard to such subject matter are herein merged. It is further agreed that the provisions of this Agreement are not subject to amendment or alteration except by written instruments signed by all parties hereto.

23. **Tickets, Concessions, Merchandise.** Renter agrees that AMP shall maintain full control, access and revenue generated by the sale of any and all concessions, merchandise, credentials and/or tickets related to Renter's event.
24. **Program Advertisement.** If required, Renter shall pay for and provide all event programs. Renter further agrees to allow AMP one (1) half-page 4-color advertisement without charge; AMP to provide Renter with print-ready copy in a form required by the publisher.
25. **Track Signage.** AMP agrees that Renter shall be entitled to placement of signage and banners provided, however, the placement, size and number of such signs or banners shall be as may be mutually agreed upon in writing by and between AMP and Renter (see Section 9) and shall not interfere with AMP signage or general operations.
26. **Confidentiality.** Renter agrees that the terms and provisions of the Race Track Rental Agreement and each and every part thereof shall be deemed to be confidential and Renter shall keep and maintain such confidentiality for a period of not less than 2 years after the date hereof.
27. **Parties Bound.** This Agreement shall be binding upon and insure to the benefit of the parties hereto, their respective successors and assigns and any trustee in bankruptcy or receiver.
28. **Attorney's Fees.** Reasonable attorney's fees and court costs incurred by a party in successfully pursuing its rights against the other under the terms of this Agreement or in collecting funds not paid under the terms of this Agreement shall become an obligation of the other party.
29. **Default by Renter.** In the event that Renter shall fail to pay rent or any other sum required to be paid by Renter to AMP when due or shall default in the performance of any of Renter's covenants, agreements or obligations hereunder, and fail to cure such default or breach (or fail to commence with reasonable diligence and continuity to cure such default or breach and complete said cure within 30 days) within thirty (30) days after receipt of written notice thereof from AMP to Renter or should Renter make a general assignment for the benefit of creditors or file or have filed against it a bankruptcy petition of the United States Bankruptcy Code, or if a receiver is appointed to take possession of a substantial portion of Renter's assets or interest in this Agreement, and such bankruptcy or receivership proceeding is not dismissed or permanently stayed within sixty (60) days after the filing of such proceeding, or should Renter abandon its obligations under this Agreement, then AMP may, with or without notice or demand, pursue any and all other remedies available to it provided by law or equity to which AMP may resort cumulatively or in the alternative.

- 30. **Time of Essence.** Time is of the essence of each and every part of this Agreement.
- 31. **Destruction of the Premises.** In the event that the premises are destroyed by fire or other casualty or damaged to such an extent as to impair the ability of either AMP or Renter to continue to conduct its business at the Park, then either party shall be entitled to terminate this Agreement by giving notice thereof to the other within thirty (30) days of the occurrence causing such damage or destruction.
- 32. **Non-Waiver.** The Waiver by either party of any of the covenants contained herein shall not be deemed a waiver of such party's right to enforce this Agreement or any other covenant contained herein.
- 33. **Captions and Subheadings.** The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience, and in no way define, limit, construe or describe the scope or content of such paragraphs of this Agreement nor in any way effect this Agreement.
- 34. **Assignment of Dates.** Renter may not sublease, trade, assign or give dates that are reserved for them to other schools, groups or individuals without the express written consent of AMP
- 35. **Modification/Governing Law.** This Agreement represents the entire agreement of the parties and supersedes any prior written or oral agreements. This Agreement may only be modified in writing signed by both parties. The Agreement shall be governed by the laws of the State of California in Alameda County.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 200__.

RENTER

ALTAMONT MOTORSPORTS PARK LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

2007 Altamont Motorsports Park Track Rental Program

NON-SPECTATOR EVENTS

Costs shown are per day and do not include insurance. Organizations, clubs and businesses may provide their own insurance or use insurance provided by Altamont Motorsports Park.

Defined as events without general or reserved admission ticket sales. Limit ten (10) Pit Passes issued per competition vehicle.

		Gross Use (Hours)	Net Use (Hours)	Track Use	Ambulance (Basic)	Ambulance (ALS)	Tow 1 & Swpr	Tow 2	Fire 1	Fire 2	Main Conc. (Note 2)	Pit Conc. (Note 3)	Track Staff (Note 4)	Suite Svcs. (Note 5)
Wed-Thur	8:00am - 5:00pm	9	8	\$500	\$1,170	\$1,485	\$700	\$270	\$450	\$270	NA	\$250	\$2,500	\$1,000
Wed-Thur	5:00pm - 10:00pm	5	5	\$650	\$650	\$825	\$500	\$150	\$250	\$150	NA	\$200	\$1,500	\$750
Wed-Thur	8:00am - 10:00pm	14	12	\$1,000	\$1,820	\$2,310	\$950	\$420	\$700	\$420	NA	\$400	\$4,000	\$1,500
Fri	8:00am - 12:00pm	4	4	\$500	\$520	\$660	\$400	\$120	\$200	\$120	NA	\$200	\$1,000	NA
Sat-Sun-Holidays	8:00am - 5:00pm	9	8	\$1,500	\$1,170	\$1,485	\$700	\$270	\$450	\$270	NA	\$350	\$3,000	\$1,500
Sat-Sun-Holidays	5:00pm - 10:00pm	5	5	\$1,500	\$650	\$825	\$500	\$150	\$250	\$150	NA	\$250	\$2,000	\$1,500
Sat-Sun-Holidays	8:00am - 10:00pm	14	12	\$2,500	\$1,820	\$2,310	\$950	\$420	\$700	\$420	NA	\$500	\$4,500	\$2,500

Insurance Costs Per Event: (An event may be defined as multiple-days if conducted under a single sanction)	Non-Spectator Event	Spectator Event
Road Course Race	\$1,200	\$1,400
Road Course Open Practice (limited passing)	\$1,000	\$1,100
Autocross (2 cars on-track; no passing)	\$750	\$850
Drifting (Race) Event	\$1,200	\$1,400
Drifting Practice (no passing)	\$750	\$850
HPDE (street cars; no passing)	\$1,500	\$1,600

SPECTATOR EVENTS

Defined as events with general or reserved admission ticket sales. Limit seven (7) Pit Passes issued per competition vehicle. AMP retains 30% of all ticket sales revenue.

AMP co-promotion funds may be available for select events.

		Gross Use (Hours)	Net Use (Hours)	Track Use (Note 1)	Ambulance (Basic)	Ambulance (ALS)	Tow 1 & Swpr	Tow 2	Fire 1	Fire 2	Main Conc. (Note 2)	Pit Conc. (Note 3)	Track Staff (Note 4)	Suite Svcs. (Note 5)
Sat-Sun-Holidays	9:00am - 5:00pm	9	8	\$4,500	\$1,170	\$1,485	\$700	\$270	\$450	\$270	\$450	\$350	\$3,000	\$1,500
Sat-Sun-Holidays	5:00pm - 10:00pm	5	5	\$3,000	\$650	\$825	\$500	\$150	\$250	\$150	\$350	\$250	\$2,000	\$1,500
Sat-Sun-Holidays	9:00am - 10:00pm	14	12	\$6,500	\$1,820	\$2,310	\$950	\$420	\$700	\$420	\$750	\$500	\$4,500	\$2,500

Note 1
Required for all Spectator Events. AMP Guest Services includes:
Announcer (1),
Ticket Sales & Gate Staff (4),
Security (4),
Restroom Attendant (1),
Parking (2)

Note 2
Operation of concession stand requires payment to cover basic operating costs. Track retains all revenue.

Note 3
Operation of concession stand requires payment to cover basic operating costs. Pit-pkg./BBQ meals available. Track retains all revenue.

Note 4
Track Staff includes: Race Director (1), Starter (1), Corner Workers (4), Pit/Grid (2), Registration (1)

Note 5
Suite Services include Bartender (1), Hors d'oeuvres (2 hr intervals), Open Beer-Wine-Soft Drink Bar (Fee + \$15pp over 20 guests)