



2019 ENTRY AGREEMENT

SERIES: IMSA Prototype Challenge
CLASS: LMP3

ENTRY PACKAGE: Standard

In consideration for an Entry in the Series and the opportunity to participate in the 2019 Registered Events listed in the Application and any other sanctioned activities the Entry is registered for during the season that is sanctioned by International Motor Sports Association, LLC ("IMSA"), Entrant agrees to the following:

1. ENTRY PARTICIPATION REQUIREMENTS

- A. IMSA RULE BOOK. Entrant agree to abide by the IMSA Sporting Regulations (ISR), Series Supplementary Regulations (SSR), Technical Regulations and Event Supplementary Regulations (SR) (collectively "RULES") as they may be amended from time to time. Entrant understands that its participation in Events must comply with the RULES.
- B. Requirement to Participate in All Registered Events. Entrant acknowledges and agrees that there are a limited number of Entries for each Event and if this application is accepted, the Entry shall be registered for each Registered Event. Once accepted, **ENTRANT SHALL BE OBLIGATED TO PAY THE EVENT ENTRY FEE FOR EACH REGISTERED EVENT** and attempt in good faith to compete in each Registered Event, unless the Entry cannot participate due to circumstances beyond the control of the Entrant ("Force Majeure") as determined by IMSA in accordance with the RULES.
- C. Failure to Participate in a Registered Event. Entrant acknowledges and agrees that IMSA makes decision and incurs expenses based on Entrant's commitment for the Entry to participate in the Registered Events. If the Entry fails to participate in an Event, Entrant shall still be required to pay IMSA the Event Entry Fee for the missed Registered Event(s).

2. AWARDS.

- A. Distribution. All decisions regarding the eligibility of an Entry to compete for the prize money and awards distributed in connection with the Registered Events and Championship(s) for the Series and the persons to whom such awards shall be distributed shall be made solely by IMSA. Any prize money won shall be paid by IMSA solely and directly to the Entrant. Entrant agrees to abide by all decisions of IMSA with respect to the distribution of these awards.
 - This Entry is NOT eligible for the Year End Point Fund Prize Money. However, this Entry will earn points towards and have the opportunity to place in the Season Championship Point Standings.
- B. Champion. If Entrant is the Season Series Champion (ranks in top three (3) of class), Entrant agrees to attend and participate along with its winning driver(s) at the Awards Banquet, ceremonies and related events at times and locations designated by IMSA.
- C. Taxes. Filing and payment of all federal, state, local and foreign taxes associated with prize money, point fund, special awards and contingency winnings are the responsibility of the Entrant.

3. ADVERTISING AND PROMOTION RELEASE.

Sponsor and IMSA, and the duly authorized licensees and assigns of each of them, may use, on a non-exclusive basis, Entrant and the Team/Entry's name likeness and performance, including photographs, images and sounds of Entrant, any drivers, any crew members, and/or any vehicle(s) with respect to which Entrant competes in the Series Events, in any medium (including, but not limited to, broadcasts by and through television, cable television, radio, pay-per-view, closed-circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by IMSA, sales and other commercial projects) for promoting, advertising, or reporting any Series Event, Sponsor's participation in the Series, IMSA and/or the Series itself, or related telecast or programming, before, during and after such Event or Series, and Entrant does hereby relinquish to Sponsor and IMSA, in perpetuity, all rights thereto for such purposes.

4. CATEGORY EXCLUSIVITY.

- A. Definitions.
 - i. Tire Category means tires for vehicles, including, but not limited to, passenger cars, vans, sport utility vehicles (SUVs), light trucks, commercial trucks, trailers, motorcycles, aircraft, mopeds, scooters and recreational vehicles (RVs), including racing tires for any such vehicles listed herein.
 - ii. Fuel Category means fuel and fuel blends; and the sourcing and supplying of fuel and fuel blends; and hydro carbon-based fuel for automotive vehicles, including diesel fuels. Furthermore, the Fuel Category shall include without limitation, any combustion-based fuel and fuel blends, ethanol, biofuel (including bio-diesel), propane, natural gas, hydrogen or any other alternative fuels and fuel blends derived from any source and used in any application. The term fuel above shall apply to both race and consumer blends, supply and intended use environments and applications.

- B. **Tire.** Entrant agrees when participating in any way in an Event, unless otherwise expressly authorized in writing by IMSA, no product, brand, logo, trademark or service identification of a company and/or product in the Tire Category other than Michelin will be used or displayed anywhere by Entrant, the team, or any contractor, employee or affiliate thereof, including, without limitation, on the drivers' or crew members' team uniforms or the race car, as well as the team's equipment, and/or haulers. Entrant understands and agrees that all determinations of whether a company/product is in the Tire Category shall be made by IMSA in its sole discretion and are final and cannot be protested.
- i. Retail Tire Company. Branding of a retail tire company and/or repair facility which features the word "tire" in conjunction with the company name (e.g. Discount Tire), shall be permitted provided that such third-party retailer/repair facility does not include the name of a single competitor tire brand (e.g. Firestone, Auto Care) or is owned and/or operated by an entity that is a third-party competitor tire brand and gives preferential treatment to a single competitor brand or affiliate brands.
 - ii. Team Equipment. Notwithstanding the foregoing, actual use of tires on team equipment other than the racing car (e.g. golf carts, pit carts and transporters) shall not be considered a breach of the terms of this Agreement.
- C. **Fuel.** Entrant agrees when participating in any way in any Event, unless otherwise expressly authorized in writing by IMSA, no product, brand, logo, trademark or service identification of a company and/or product in the Fuel Category other than VP Fuels (and IMSA approved alternative fuel suppliers), will be used or displayed anywhere by Entrant, the team, or any employee or affiliate thereof, including, without limitation, on the driver's or crew members' team uniforms or the race car, as well as the team's equipment, and/or haulers. Entrant understands and agrees that all determinations of whether a company/product is in the Fuel Category shall be made by IMSA in its sole discretion and are final and non-litigable. Entrant acknowledges and agrees that any request for an exemption of this provision must be submitted in writing to David Pettit, Vice President of Marketing, IMSA (dpettit@imsa.com) and include picture(s) of the branding of the car, fire suite and/or uniform as Entrant intends them to look during the Event no later than fourteen (14) days before the applicable Event.
- i. Lubricants. Notwithstanding the foregoing, a company in the Fuel Category may also manufacture lubricants (i.e., motor oil, etc.) and other products or offer other services (i.e., convenience stores) other than automotive fuel (collectively "Non-Fuel Products"). Such Non-Fuel Products sponsorships may be permitted subject to IMSA approval and provided the team's racing car, uniforms, transporter and at-track equipment etc., cannot feature the brand, logo, trademark or product or service identification of a i) fuel, or ii) fuel retailer, or iii) a corporate brand name of a company in the Fuel Category without specific reference to the Non-Fuel Products brand.
5. **DISPLAY OF BRANDING & ADVERTISEMENTS.** Entrant acknowledges and agrees that IMSA may refuse to permit, or it may restrict or assign the size and/or placement of all patches, decals, advertising logos, text or identification of entities, persons, and/or sponsors on the race car, team uniforms and/or fire suits during an Event ("**Branding**"), if IMSA determines in its sole discretion that such Branding is: (i) detrimental to the sport, IMSA, the Series, Sponsors and/or Promoter for any reason, including but not limited to the public image of the sport and/or (ii) does not comply with the Branding terms and conditions set forth in the RULES as may be amended from time to time. Entrant agrees to accept IMSA's determination in this regard, and that all such determinations are subject to the RULES and are final and non-litigable.
6. **REQUIRED BRANDING.** Entrant will cause every driver and crew member on its team competing in the Series to display the required patches on their fire suits and/or uniforms, as set forth in Attachment 5 of the RULES or as amended by IMSA, at all times during the Event. Entrant will cause every transporter and car that Entrant displays in the paddock/garage or is competing in the Series to display the required decals, number panels and leader lights as set forth in Attachment 5 of the RULES, or as amended by IMSA, at all times during the Event.