

## FACILITY LICENSE AGREEMENT

This **FACILITY LICENSE AGREEMENT** (this "Agreement") is made and entered into as of this 20 day of May, 2020 ("Effective Date") by and between Kentucky Raceway, LLC d/b/a Kentucky Speedway, a Kentucky limited liability company whose address is One Speedway Drive, Sparta, Kentucky 41086 ("KYS"), and Gallatin County Schools, 75 Boardwalk, Warsaw KY 41095 ("Licensee"). All of the terms and conditions listed in Schedules 1 and 2, attached hereto, are hereby incorporated by reference.

### RECITALS

**A.** KYS is the owner and operator of that certain automobile race track and related improvements and facilities commonly referred to as the "Kentucky Speedway" located in Gallatin County, Kentucky (the "Facility") and;

**B.** KYS wishes to grant to Licensee the right to the use of certain areas of the Facility, and Licensee wishes to obtain the right to the use of certain areas of the Facility, upon the terms and conditions set forth in this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, Licensee and KYS do hereby agree as follows:

**1. License.** KYS hereby grants Licensee a non-transferable, non-exclusive, limited right to access and use certain areas of the Facility as identified in Schedule 1 (the "Premises" ) during the dates and times, as identified in Schedule 1 (the "Licensed Period"). Licensee's use of the Facility shall be limited to the Event as defined in Schedule 1 (collectively, the "License"). No interest in real property is granted in favor of Licensee by this Agreement.

**2. Term.** The term of this Agreement shall commence on the Effective Date and end at 11:59 pm on 5-23-2020 ("Term"), unless this Agreement is either terminated or extended as set forth herein, provided, however, Licensee's right to occupy the Premises shall be limited to the Licensed Period.

**3. Fees.**

**3.1 License Fees.** In consideration of the License granted by this Agreement, Licensee shall pay to KYS the fees described in Schedule 1 (the "License Fees").

**3.2 Facility or Track Service Fees.** Licensee agrees to pay KYS fees for Licensee's use of any facility or track services as estimated in Schedules 2 and 3 (the "Service Fees"). Unless otherwise indicated on Schedule 1 or 2, KYS will bill Licensee

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for the Service Fees upon the conclusion of the Licensed Period and such fees shall be due and payable within thirty (30) days following invoice date.

3.3 Insurance Fees. If Licensee has not provided a Certificate of Insurance to KYS on or before **<5-22-2020>**, or if Licensee elects to have KYS procure such insurance on Licensee's behalf, then Licensee shall reimburse KYS for the cost of obtaining such required insurance upon receipt of an invoice setting forth such amount, including sales tax ("Insurance Fee").

3.4 Taxes. All applicable sales tax and any local sales and use tax will be added at the time of invoicing and shall be paid by Licensee to KYS.

3.5 Default Interest. Licensee agrees to pay a late charge on the payments not received by the applicable payment due date at the greater of the rate of one and one-half percent (1.5%) per month or the highest interest rate permitted by applicable law from the applicable payment due date until paid. The aforementioned rate of interest shall also apply to any judgment awarded to KYS unless the legal judgment rate or interest is higher, in which case the legal judgment rate of interest shall apply. In the event of nonpayment of any amounts due hereunder and the institution of legal proceedings, Licensee agrees to pay all costs and expenses of all legal proceedings, including reasonable attorney's fees and other reasonable professional fees.

4. Termination. KYS may terminate this Agreement for any reason, without liability to KYS, upon written notice to Licensee thirty (30) days prior to the beginning of the Licensed Period. KYS may terminate this Agreement upon notice to Licensee in the event Licensee fails to make any payment due hereunder when due, or upon the occurrence of a material breach of this Agreement.

5. Condition of the Premises.

5.1 No Warranties. KYS makes no representations or warranties as to the condition of the Premises and hereby disclaims all warranties as to the suitability of the Premises for the Event. Notwithstanding the foregoing, Licensee acknowledges that the Premises are suitable for the intended purposes of this Agreement. The Parties agree that NHMS is not a health care provider, is not ensuring or guaranteeing an infection free environment, and is not disinfecting any portion of the Premises or Facility. The Parties further agree that NHMS cannot enforce CDC guidelines, various Order from New Hampshire Governor Sununu, and it is the sole responsibility of Licensee to conduct the Event in a safe manner consistent with CDC guidelines, all governmental Orders and laws, provide safety measures such as masks and gloves, and to design/conduct the Event in a healthy manner in such a way so that those participating in the Event will not become infected with COVID-19.



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5.2 Inspections. The parties will inspect the Premises, at a mutually agreeable date and time, prior to the beginning and at the end of the Licensed Period to document any pre-existing damage and open and obvious hazards at the Premises.

5.3 Attendance. Event attendance shall comply with all laws and CDC guidance.

5.4 Conditions. Licensee shall adhere to all laws, mandates, and Orders from the State of New Hampshire, and shall be exclusively responsible for all CDC protocols and guidance. It is the sole and exclusive responsibility of Licensee to conduct the Event in a safe manner to protect the health of all Event attendees and participants.

**6. Use.**

6.1 Maintenance; Cleanup. Licensee agrees to keep and maintain the Premises in good repair, order and condition, and shall be responsible, at its sole cost and expense, for the cleanup, removal and disposal of trash, tires and other debris left on the Premises; and the cleanup or other remediation of any fuel or other chemical spills or damage at the Premises during the Licensed Period caused by Licensee or Licensee's personnel, employees, guests, invitees, contractors, sub-contractors, agents and Event participants (collectively, the "Licensee Group"). Any Licensee property and/or equipment (the "Licensee Property") remaining on the Premises or Facility at the expiration or termination, of the later of, the Licensed Period or Term of this Agreement shall immediately become KYS's property. Such Licensee Property may be disposed of or may be retained at KYS's sole discretion.

6.2 Damage. Licensee shall reimburse KYS, at KYS's cost thereof, for the repair of any damage caused and/or for any replacement of property loss or destroyed by Licensee or the Licensee Group during the Licensed Period, including but not limited to any damage to KYS's electronic, or mobile equipment, the racing surface, fencing, guard rail, and all other improvements and equipment which may be included in the Premises.

a. Staking. There will be no staking allowed on ANY asphalt during the licensed period. Kentucky Speedway will have concrete blocks available to rent to help accommodate this for the charge of \$30 per block. Any staking not on asphalt must be approved through Track Maintenance Supervisor

6.3 Compliance with Rules and Regulations. Licensee shall abide by and observe all rules and regulations established from time to time by KYS pertaining to the use and occupancy of the Premises and the Facility and Licensee shall be responsible for communicating the same to the Licensee Group.

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6.4 Decorum; Compliance with Laws. Licensee and the Licensee Group shall at all times maintain proper decorum, as determined by KYS, while using the Premises and shall comply with all applicable laws and regulations of any City, County, State, Federal or other governmental authority or agency pertaining to Licensee' occupancy and use of the Premises and conduct of the Event. The parties hereby agree that pursuant to 28 C.F.R. § 36.201(b), Licensee shall bear all responsibility for compliance with disability access requirements that pertain to its Event. Licensee shall indemnify, defend and hold KYS harmless from any failure of Licensee or the Licensee Group to comply with such laws and regulations. Failure by Licensee to follow the provisions of this paragraph constitutes a material breach of this Agreement.

6.5 Signage. Licensee may not erect any temporary or permanent signage upon the Premises without the prior written consent of KYS which may be given or withheld in KYS's sole and absolute discretion.

6.6 Inflatables and Amusement Devices. Licensee may not bring or allow others to bring any inflatable devices such as moonwalks, bounces, and other inflatable facilities typically used for play or sliding, or trampolines or other jumping devices or amusement devices such as mechanical bulls, on the Premises without the express written consent of KYS, which consent may be given or withheld in KYS's sole and absolute discretion.

6.7 Stunts, Fireworks and Explosions. Licensee may not attempt to perform or allow a third-party to attempt or perform any stunts, including but not be limited to, staged vehicle crashes, rollovers, explosions, pyrotechnics, fireworks, etc. without the prior written consent of KYS which may be given or withheld in KYS's sole and absolute discretion.

6.8 Public Admission. Licensee may not allow the public admission to the Event, free or for a charge, without the express written consent of KYS which may be given or withheld in KYS's sole and absolute discretion.

6.9 Charitable Solicitations. Licensee may not or allow a third-party to solicit charitable contributions under this Agreement without the express written consent of KYS which may be given or withheld in KYS's sole and absolute discretion.

6.10 Parking and Camping. Licensee acknowledges that overnight parking and camping is not allowed without the express written consent of KYS which may be given or withheld in KYS's sole and absolute discretion.

6.11 Safety Instruction and Equipment. Licensee agrees to provide safety instruction to the Licensee's Group prior to participation in any events or activities whatsoever on the Premises at the Facility, Licensee will provide its guests and clients with safety instruction, including, but not limited to, driver and automobile safety to the extent necessary for the Event. Licensee will ensure that all of its guests and



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clients are provided with and use all necessary safety equipment to the extent necessary or customary for their activities or Event.

6.12 Participants. Licensee warrants that any person driving a vehicle on the Premises shall have a valid driver's license. No participant shall be allowed on KYS property unless and until insurance coverage required by this Agreement has been obtained.

6.13 Activities of Licensee. Licensee promises, represents, and warrants to KYS and the Indemnified Parties (defined below) hereunder that all vehicles used in connection with Licensee's activities are in safe operating condition without any defects or conditions which affect their safe operation. All vehicle drivers must operate their vehicles in a safe and prudent manner with due regard for their safety and the safety of others and Licensee shall conduct its operations including maintenance of vehicles in compliance with all federal, state, and local safety practices, laws, rules, regulations, ordinances, and manufacturers' safety requirements, and shall take all necessary precautions to keep Licensee and its drivers, passengers, participants, spectators, and other invitees safe. All drivers must be of appropriate age and have appropriate experience and capabilities to be qualified to safely drive on the track and at the speeds at which the vehicles will be traveling, and not have any physical or mental health condition and/or is not under the influence of any drugs or alcohol which may affect his or her ability to safely drive or otherwise participate in the Event. Licensee acknowledges that KYS is not in Licensee's business and that KYS and the Indemnified Parties hereunder are relying on Licensee to conduct all of its operations in a safe manner as described above. In so relying on Licensee, KYS does not and cannot retain the right to control the means, methods, or details of Licensee's business in fulfilling such precautions.

6.14 Unmanned Aircraft Systems. Licensee will not allow any of its guests, invitees, or persons attending Licensee's Event to operate any unmanned aircraft system (UAS), drone, or radio/remote control aircraft of any kind. KYS has not given written permission for any person to operate such a vehicle/aircraft at the Facility. KYS may confiscate any unmanned aerial vehicle at its discretion if KYS observes such an aircraft at the Facility, and may contact local law enforcement and federal authorities to advise that an unapproved flight or attempt to fly an unmanned aerial vehicle occurred at the Facility.

6.15 Other Activities. Licensee shall not use the Premises for any other purposes (including, food service or catering, entertainment, product or merchandise sales, press conferences, or other commercial or professional activities, filming or photography) must be approved in advance in writing by KYS at its sole and absolute discretion, and shall be subject to the requirements, conditions, and fees established by KYS.

## **7. Services.**

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7.1 Food and Beverage. Licensee acknowledges that Levy Premium Foodservice Limited Partnership ("Levy") is the exclusive provider of all food and beverage and related food and beverage services including but not limited to catering, alcoholic beverage and third-party vending services at the Facility. Licensee shall not provide its own food or beverage or contract with outside vending or catering companies for such without the prior written approval of Levy which may be given or withheld at Levy's sole and absolute discretion. Levy will notify Licensee of all available food and beverage items for Licensee's selection. Charges for food and beverage are due and payable in accordance with the payment policies and requirements of Levy.

7.2 Souvenir Sales and Merchandise. Licensee acknowledges that SMISC Holdings, Inc. d/b/a SMI Properties ("SMIP") is the exclusive provider of all souvenir and merchandise sales and production for the Facility. Licensee understands that sales of such are not permitted on the Premises or at the Event, without the prior written approval of KYS. Notwithstanding the foregoing and subject to a separate merchandise agreement, Licensee will use its best efforts to negotiate and utilize SMIP as the producer for all Event specific merchandise ("Event Merchandise").

7.3 Golf Carts and Radios. All golf carts and radios must be obtained through SMIP and will be subject to a separate rental agreement governing the specific restrictions and requirements related to such use. Charges are due and payable in accordance with the payment policies and requirements of SMIP.

**8. Access by KYS.**

8.1 Right of Entry. KYS shall have the right to access the Premises at any time during the Licensed Period to insure that Licensee is complying with the terms of the Agreement and that the Premises are being safely operated and maintained. In the event KYS, in its sole and absolute discretion, determines that Licensee is not in compliance with the rules and regulations of KYS, or that there is substantial danger to the Licensee, its agents, licensees, employees, invitees, guests or others by reason of Licensee's operation of the Premises, then KYS has the right to stop all activity on the Premises and to prevent Licensee from using the Premises until such time as Licensee agrees to comply with the terms of this Agreement or to remove any such substantial danger.

8.2 Facility Tours. Licensee, if applicable to Premises, hereby agrees to allow KYS access to the Premises to conduct Facility Tours of the facility at least once every hour during normal business hours of the Term. KYS will make every effort to avoid or minimize any disruption to Licensee's Event.

8.3 Licensors Right to Refuse Access. KYS may, in its sole and absolute discretion, deny access to, or remove from the Premises or the Facility, any individual who: appears intoxicated; violates or threatens to violate any federal, state, county, or city law or Facility rule; unreasonably damages or threatens to damage any



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property at the Facility; engages in any activity that unreasonably endangers himself or others at the Facility; harasses, mistreats, abuses, injures, or threatens to harass, mistreat, abuse or injure any person at the Facility; or unreasonably fails to cooperate with KYS Staff, or security personnel.

**9. Intellectual Property Rights.**

9.1 No Rights Granted. Licensee shall not use the intellectual property, including but not limited to trademarks, services marks and trade dress, of KYS ("KYS Marks") or any third party ("Third Party Marks") without the express written consent of KYS or such third-party. Licensee may not display at the Premises any trademarks, service marks or trade dress of any third-party without: (1) providing KYS with written proof of Licensee's right to use such marks or trade dress; and (2) obtaining KYS's express written consent to display such marks or trade dress.

9.2 Photography, Video, Television, Sound Recordings, and Filming of Events.

(a) Licensee understands and agrees that KYS, its successors, affiliates and assigns, shall have and own in connection with the Event the sole and exclusive right to commercially exploit such Event, including all rights to all photographs, video reproductions, audio reproductions, films or motion pictures, radio or television broadcast, and other reproductions or depictions of such Event 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.

(b) Licensee shall have NO right to photograph, film, video tape or record the Event or any part thereof including the Facility, the Premises, the Facility Marks, or assist a third party in doing so without, the prior written consent of KYS, provided, however, if Licensee requests and receives such written consent, then Licensee agrees that it will not use such rights or materials for any purpose that is not specifically stated in that written consent.

9.3 Positional Data Collection Prohibited. Licensee acknowledges and agrees that the collection of data by use of a global positioning system ("GPS") device, scanning, laser technology, or other means relating to the position of any part of the Facility, including but not limited to the race track, surface and road conditions, improvements, or buildings or fixtures located on the premises or relating to the layout of all or a portion thereof (the "Positional Data") is expressly prohibited. KYS does not allow the gathering by any means, including by the use of GPS, scanning, or laser technology of any Positional Data. Failure by Licensee to follow the provisions of this Section 9.3 constitutes a material breach of this Agreement.

**10. Insurance.** KYS shall facilitate, for a fee to be paid by Licensee in connection with this Agreement, Licensee's procurement of insurance as required hereunder, or Licensee shall procure and maintain, at its sole cost and expense, the insurance coverage as specified in this section, (coverage limits may be satisfied with a combination of primary, umbrella, and/or excess insurance policies), during this Agreement.

10.1 Commercial General Liability: Coverage limits must be equal to but not less than a combined single limit of Five Million Dollars (\$5,000,000) and include coverage's for (a) Bodily Injury and Property Damage Liability, (b) Products/Completed Operations (b) Personal and Advertising Injury Liability, (c) Liquor Liability; and (d) Contractual Liability and (e) Participant Legal Liability.

10.2 Participant Accident Insurance: Coverage limits must be equal to but not less than a Ten Thousand Dollar (\$10,000) limit in Accidental Death and Dismemberment; Fifteen Thousand Dollar (\$15,000) Excess Medical Insurance and Weekly Indemnity of Seventy-Five Dollars (\$75) for fifty-two (52) weeks.

10.3 Worker's Compensation and Employer's Liability: Worker's Compensation coverage with Statutory Limits and Employers' Liability insurance with limits of Five Million Dollars (\$5,000,000).

10.4 Commercial Automobile Liability: Coverage limits in the amount of Five Million Dollars (\$5,000,000).

10.5 Additional Insured's: Each liability policy shall either name, add, or include as Additional Insured the following: KYS; Speedway Motorsports, LLC; Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC, Speedway Children's Charities; and/or each of its subsidiaries and affiliates and their respective officers, managers, directors, employees, and agents.

10.6 Waiver of Subrogation: Licensee and the insurers providing the required coverage as indicated in Workers' Compensation, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability or any required coverage's, will waive all rights of recovery against KYS, its parent companies, subsidiaries, related and affiliated companies of each and the officers, directors, agents, employees and assigns of each.

10.7 Primary and non-contributory: All insurance policies required will be primary and non-contributory to any insurance or self-insurance carried by KYS and any of its parent companies, subsidiaries, related and affiliated companies.

10.8 Certificates of Insurance: Upon execution of this Agreement, Licensee shall provide certificates of insurance to KYS as evidence that policies specified in this section providing the required coverage, conditions, and limits are in full force



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and effect. If Licensee fails to deliver such certificates of insurance to License by the date stated, or if the Licensee fails to maintain such policies with the required minimum coverage throughout the Event, KYS will obtain the required insurance from an approved insurance company, with acceptable terms, at Licensee's expense.

10.9 Licensee represents and warrants to notify KYS within two (2) days of receipt of cancellation notice should any of the above described policies cancel prior to the expiration date.

10.10 The fulfillment of the insurance obligations hereunder, however, shall not otherwise relieve Licensee of any liability assumed by Licensee hereunder or in any way modify Licensee's indemnity obligations.

10.11 The provisions of this section shall survive the expiration or termination of this Agreement.

**11. Indemnification.**

11.1 **NO LIABILITY.** KYS SHALL NOT BE LIABLE TO LICENSEE OR THOSE CLAIMING, BY, THROUGH, OR UNDER LICENSEE FOR ANY INJURY TO OR DEATH OF ANY PERSONS OR THE DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF THE USE OF ANY PROPERTY OR INCONVENIENCE (A "LOSS") CAUSED BY CASUALTY, THEFT, FIRE, THIRD PARTIES, OR ANY OTHER MATTERS. LICENSEE WAIVES ANY CLAIM IT MAY HAVE AGAINST KYS FOR ANY DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF THE USE OF ANY PROPERTY, REGARDLESS OF WHETHER THE NEGLIGENCE OR FAULT OF KYS CAUSED SUCH LOSS.

11.2 Indemnification. Licensee shall indemnify, defend, reimburse, and hold KYS; Speedway Motorsports, LLC; Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC, Speedway Children's Charities; and/or each of its subsidiaries and affiliates and their respective officers, managers, directors, employees, and agents (the "Indemnified Parties") harmless from any and all loss, liability, costs, damages, attorney's fees, and expenses (including damage to KYS's property or COVID-19 related expenses) that KYS may incur or may be held liable for as a result of, or arising out of, or in connection with, directly or indirectly, the performance and Licensee's or Licensee's personnel, employees, guests, invitees, sub-contractors, agents, spectators or participants use of and occupancy of the Premises, excluding any and all damages or loss resulting from the gross negligence or willful misconduct of KYS, its personnel, employees, guests, invitees, sub-contractors, agents, spectators or participants.

11.3 The provisions of this section shall survive the expiration or termination of this Agreement.

**12. Assumption of Risk; Execution of Liability Waiver; Accident Investigation.**

12.1 Assumption of Risk. Licensee, its agents, licensees, guests, invitees, and employees voluntarily enter into this Agreement and **ASSUME ALL RISKS** of loss, damage or injury, including death, that may be sustained by it or any of them, except such risks caused by the gross negligence or willful misconduct of KYS, its agents or employees.

12.2 Liability Waiver. All of Licensee's agents, licensees, guests, invitees and employees shall sign KYS's standard release and waiver prior to entry on the Premises or commencement of the Event. Licensee shall promptly deliver the original signed releases and waivers to KYS as directed to KYS (including but not limited to a COVID-19 related release and waiver)

12.3 Accident Investigation. In the event of an accident of any kind during the Event, Licensee agrees to cooperate with KYS and KYS's employees and representatives. Licensee will provide assistance to KYS by helping obtain all necessary contact information of witnesses, injured person(s), and participants. Licensee will provide all photographs, videos, and audio recordings of the Event to KYS upon request. Licensee and its guests or Event participants agree that if requested they will provide a statement to KYS regarding their observations and other necessary information as may be needed.

13. Force Majeure. Other than the parties monetary obligations under this License and obligations that can be cured by the payment of money (e.g., maintaining insurance), neither party shall be liable or bear any responsibility for failure or inability to perform its obligations hereunder due to any contingency or cause beyond its reasonable control, including but not limited to, construction, inclement weather, fires, floods, wars, accidents, labor disputes or shortages, inability to obtain materials, equipment or transportation, or any similar cause beyond reasonable control of such party.

14. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties.

15. Modifications or Amendments. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. Neither party is relying on any promise, statement or representation other than those expressly written in this Agreement.

16. Independent Contractors. The relationship between these parties is that of independent contractors and nothing contained in this Agreement is intended to have the effect of making KYS and Licensee partners or joint partners. Neither party to this Agreement may contract any debt, liability, or obligation for or against or on behalf of the other party.



**17. Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with laws of the Commonwealth of Kentucky. Any judicial proceeding arising out of or related to this Agreement shall be brought and maintained exclusively in the state or federal courts sitting in County of Gallatin, State of Kentucky, and the Licensee hereby consents to venue and personal jurisdiction in such courts.

**18. Severability.** In the event that any provision, or part thereof, of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or parts thereof, shall not in any way be affected or impaired thereby.

**19. Assignment.** This Agreement shall not be assignable, whether by operation of law or otherwise, by any party hereto without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns.

**20. Default and Right to Cure.**

20.1 In the event of any default or breach of any obligations by any party hereunder, the other party may terminate this Agreement by giving written notice to the defaulting or breaching party of the alleged default or breach. The defaulting or breaching party shall have thirty (30) days following such written notice e same; provided, however, that with respect to a default by Licensee under Section 3 above, Licensee shall have five (5) business days after receipt of such written notice within which to cure such default; and provided further, that with respect to a default by Licensee under Section 10, above, KYS shall have two (2) business days within which to cure such default.

20.2 If the noticed default or breach is timely cured, then performance shall continue under this Agreement as if no default or breach had occurred. If there is no timely cure, then the party giving such notice may pursue any and all legal remedies available for the default or breach, including termination in the event the default or breach is material. If this Agreement is terminated by KYS due to a material default or breach by Licensee, then KYS shall be entitled to recover all amount of the License Fee that has accrued but not been paid, all amounts of the License Fee remaining to be paid, plus interests, costs and attorneys' fees.

20.3 The failure to assert any default or breach shall not constitute the waiver of or acquiescence in any other default or breach hereunder.

20.4 Except as expressly provided in this Agreement, any amount due from one party to the other and not paid when due shall bear interest at the maximum rate allowable by law from the date due. Payment of such interest shall not excuse or cure any other default under this Agreement.

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20.5 In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and litigation expenses in addition to other relief.

**21. Confidentiality.** At no time will either party use or disclose any confidential information of the other party except as specifically contemplated herein. The forgoing restrictions will not apply to any information that (i) has been independently developed by the receiving party, (ii) has become publicly known through no wrongful act of the receiving party, (iii) has been rightfully received from a third party authorized to make such a disclosure, or (iv) has been approved for release by the disclosing party in writing, or (v) is required to be disclosed by a court of law.

**22. Notice.** All notices, claims, certificates, requests, demands or other communications hereunder shall be given in writing and shall be delivered personally, or sent by facsimile transmission or by a nationally recognized overnight courier, postage prepaid, and shall be deemed to have been duly given when so delivered personally or sent by facsimile transmission, with receipt confirmed, or one (1) business day after the date of deposit with such nationally recognized overnight courier. All such notices, claims, certificates, requests, demands or other communications shall be addressed to the respective parties at the addresses set forth below or to such other address as the person to whom notice is to be given may have furnished to the other party in writing in accordance with this Agreement.

If to Licensee, to:

Copy:

Attn: Michelle Lawrence

Attn:

Telephone:

Telephone:

Facsimile:

Facsimile:

If to KYS, to:

Copy:

Kentucky Speedway

Speedway Motorsports, Inc. LLC

Karen Bannick

Attn: Legal Department

One Speedway Drive

5401 East Independence Boulevard

Sparta, Kentucky 41086

Charlotte, NC 28212

859-578-2688

Telephone: (704) 532-3342

Facsimile: (704) 532-3312

Either party may change the address or facsimile number to which such communications are to be directed by giving written notice to the other party in the manner provided in this Agreement.

**23. Authorized Execution.**



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23.1 Licensee represents and warrants that the person(s) executing the Agreement are duly authorized to execute this Agreement on behalf of Licensee.

23.2 KYS represents and warrants that the person(s) executing the Agreement are duly authorized to execute this Agreement on behalf of KYS.

23.3 The signatures of the authorized representative of KYS, and Licensee shall constitute KYS and Licensee's acceptance of the terms and conditions contained in this Agreement.

**24. Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other party by digital scan or facsimile and such scanned or facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts (whether original, scanned, facsimiled, or a combination) shall be construed together and shall constitute one and the same agreement.

Signature Page to Follow

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their respective officers duly authorized on the Effective Date of this Agreement.

**Kentucky Raceway, LLC**

By: \_\_\_\_\_

Name: Mark Simendinger

Title: General Manager

Date: \_\_\_\_\_

**Gallatin**

**County**

**Schools**

By: \_\_\_\_\_

Name: Harold S. Davis *[Signature]*

Title: Board Chairman *Superintendent*

Date: 23 May 2020 *5/23/20*

**Kentucky Raceway, LLC**

By: \_\_\_\_\_

Name: Jill Wray

Title: Vice President of Finance

Date: \_\_\_\_\_



**SCHEDULE 1**

**BASIC INFORMATION**

**Premises: [INCLUDE THE SPECIFIC AREAS NOT JUST FACILITY, IF EVENT IS LIMITED TO AREA IE. MEDIA CENTER, SPECIFY]**

**Licensed Period: [INCLUDE DATES AND TIMES]**

\_\_\_5-23-2020\_\_\_ – \_\_\_1:00\_PM – 3:00 PM\_\_\_

\*Additional time, if granted, will be billed at the rate of \$\_\_\_\_\_ per hour.

**Event: [INCLUDE A DETAILED DESCRIPTION OF THE ACTIVITIES]**

**NO RAIN DATE!** In the event Licensee cancels the Event due to inclement weather, KYS will be under no obligation to refund Licensee any part of the License Fee and Licensee shall remain liable to KYS for any Services ordered by Licensee in connection with the Event.

**Fees:**

License Fee: \$ \_\_\_0\_\_\_ per day x \_\_\_\_\_ Days

Total License Fee: \$ \_\_\_\_\_ (to be paid <ENTER PAYMENT DATE>)

Nonrefundable Deposit: \$ \_\_\_\_\_ **(to be included with return of executed Agreement)**

**<If no deposit is required, or if the Total License Fee includes the deposit then delete this item or insert N/A>**

Insurance Fee: \$ [IF APPLICABLE]

**SCHEDULE 2**

**ESTIMATE OF CHARGES FOR TRACK/FACILITY SERVICES**

Rental time in excess of nine (9) hours per day shall be charged at the rate of \$\_\_\_\_\_ per hour. Fractions of an hour will be considered one (1) whole hour. Any and all services requested in addition to those listed will be billed according to the following schedule.

**RESCUE/EMERGENCY SERVICES:**

**FIRE PROTECTION:**