

# OREGON RACEWAY PARK LICENSE/USE AGREEMENT

**THIS LICENSE/USE AGREEMENT (“Agreement”)**, dated the date of the last signature on the signature page, below, by and between Pacific Motorsports Management, LLC, an Oregon limited liability company, dba **OREGON RACEWAY PARK (“ORP”)** and \_\_\_\_\_, **(“USER”)**. Upon receipt of two (2) originals of the signed Agreement, together with the Deposit, ORP will execute and return one (1) original.

## SECTION 1: PURPOSE AND TERMS

ORP grants to the USER the a license to use of the following areas of the ORP facilities located at 93811 Blagg Lane, Grass Valley, OR 97029, in Sherman County, Oregon (the “Licensed Areas”).

1. Paddock/Pre-grid/Impound
2. Pit Lane
3. Up to 2.3 Mile of the Road Course
4. Any other area(s) as specified in writing and pre-approved by ORP.

The above license/use is ONLY for the following date(s)/time(s) (the “Event”):

Start Date/Time (including setup): \_\_\_\_\_

End Date/Time (including cleanup): \_\_\_\_\_

The license/use does not include use of **any** portion of ORP not identified above.

The USER understands that there may be other users of other portions of ORP at the same time as the USER’s use of the Licensed Areas.

This license/use is not assignable except with prior written approval of ORP.

## SECTION 2: USER DUTIES/RESPONSIBILITIES

**NOTE: IT IS THE RESPONSIBILITY OF THE USER TO INSPECT THE PREMISES TO ENSURE THE SAFE CONDITION OF THE TRACK SURFACE AND SURROUNDING AREAS AND ENSURE THAT IT IS SUITABLE FOR THE INTENDED EVENT. THE LICENSED AREAS ARE BEING MADE AVAILABLE TO USER ON AN “AS-IS, WHERE IS” CONDITION WITH ALL BURDENS, CIRCUMSTANCES, DEFECTS,**

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### **FAULTS, DANGERS, HAZARDS, ISSUES, WHETHER LATENT OR PATENT, WITH NO WARRANTIES OF ANY KIND OR NATURE WHATSOEVER.**

A. USER shall exercise due care in using the Licensed Areas in conjunction with the Event. USER shall return the Licensed Areas in the same condition that existed prior to the Event, or shall pay for any and all necessary repairs or replacement. USER shall be responsible for any property damage to the Licensed Areas, including all fences, guardrails, buildings, furnishings, and other property.

B. USER shall be responsible for all trash removal immediately following the Event.

C. USER is responsible for removal of all tires left behind by any participant or spectator at the Event.

D. USER assumes responsibility for all acts and omissions of USER's employees, agents, guests, invitees, spectators or participants.

E. USER is responsible for ensuring that waiver and release forms are signed by all participants, workers and other persons having access to the property including, but not limited to, the paddock, pre-grid, impound, pit lane, race track, turn stations, registration, medical facilities, vending areas or any other area within the premises. These releases shall be taken by ORP security personnel at the main entrance gate prior to any access being granted to enter ORP property.

F. USER shall not allow *non* self-contained camping on the Licensed Areas.

G. For all events, a minimum of one (1) ORP-approved security guard is required on the main gate during all open hours, and is included in the Fee for Track License and Use. USER shall pay the direct cost of any and all additional security required, as noted on the Event Worksheet.

H. USER shall obtain prior written approval of ORP before altering the appearance of the Licensed Areas or other ORP Property, such as placing tires, or chalking asphalt. USER will be charged for removal of any unauthorized markings.

I. USER shall not allow children under the age of 16 on the Road Course, Pre-grid or Pit Lane without prior, written authorization from ORP.

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J. USER shall not block any roadways.

K. USER shall ensure that appropriate staff, facilities, equipment, and emergency services are available in conjunction with the Event, including without limitation, medical emergencies, environmental spills, fire or any other safety issues.

USER shall have the right to cancel this agreement by written notice to ORP not later than sixty (60) days prior to the event. Should cancellation occur, ORP shall be entitled to keep the non-refundable deposit as cancellation fee and neither party shall have any further liability to one another. If the User cancels within sixty (60) days prior to the event, the User shall be liable for the entire amount of guaranteed minimum rent, plus any costs incurred by ORP as a result of the User's cancellation.

User may reschedule an event one time without penalty provided the following conditions are met: minimum of 7 days notice and a new date is available within the same calendar year.

Rescheduling note: original deposit applied to new date. Full fee is still due if rescheduled.

### **SECTION 3: ALTERATIONS**

USER shall not make any alterations of any kind or nature whatsoever, including but not limited to electrical hookups and wiring, without prior written approval of ORP. Any alterations authorized to be necessary shall be made by ORP, at USER's sole expense.

### **SECTION 4: INDEMNIFICATION**

USER, and those they contract with for this agreement, hereby releases, and agrees to defend, indemnify and hold harmless ORP, and each of its members, officers, directors, managers, employees, and agents, from and against all liabilities, obligations, damages, penalties, fines, judgments, claims, costs, charges, fees and expenses, and losses of any kind ("Losses"), arising from or in connection with the following:

A. Acts or Omissions - Any act or omission in, on, about or arising out of; or in connection with the use, operation, maintenance and occupancy of the Licensed Areas or any part thereof, whether or not

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consented to by ORP or its agents, whether or not within the scope of their employment, licensees or invitees, except to the extent of Losses caused by the intentional misconduct of ORP or its agents;

B. Accidents - Any accident, injury, casualty, loss, theft or damage whatsoever to any person or tangible property occurring in, on, about or arising out of, or in connection with, the use or occupancy by the USER, and those they contract for this agreement, of the Licensed Areas, arising from any cause or occurrence whatsoever, except to the extent caused by the intentional misconduct of ORP or its agents;

C. Breach of Agreement - any failure on the part of the USER or any of its agents, subcontractors, servants or employees to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License/Use Agreement;

D. ORP Performance of USER Obligations- Any act performed by ORP in the exercise or performance of any of the USER, and those the contract with for this agreement, obligations under the License/Use Agreement; or

E. Hazardous Substances - Any presence, release, migration, discharge, disposal, dumping, spilling or leaking, accidental or otherwise, now or hereafter determined to be unlawful or subject to Environmental Laws or governmentally imposed remedial requirements, occurring on the Licensed Areas during the USER's occupancy thereof, of any hazardous, dangerous or toxic substance of any kind, whether or not now or hereafter regulated, defined or listed as hazardous, dangerous or toxic by any local, state, or federal government into, onto or under the ground or the air, soil, surface water, or ground water thereof, or the pavement, structure, sewer system, fixtures, equipment, tanks, or containers presently at the Facility, or from the Facility, into, onto or under the Licensed Areas or the property of others. The foregoing indemnity shall apply notwithstanding any provisions of federal, state or local law which provide for exoneration from liability in the event of settlement with any governmental agency, and notwithstanding ORP'S consent, knowledge, action or inaction with respect to the act or occurrence giving rise to such right of indemnity.

F. ORP reserves the right to refuse service. Guests and/or contractors of the USER may be excluded from the park with no refunds or rebates to the USER.

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## SECTION 5: INSURANCE:

USER shall furnish and maintain, at its sole expense, all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the License/Use Agreement. Following is a list of requirements for this License/Use Agreement. Any exclusion must be pre-approved in writing by ORP.

**NOTE: Facility use under this License/Use Agreement shall not commence until evidence of all required insurance is provided to ORP. For the purpose of this Section, facility use shall mean the "Start Date/Time (including setup)" set forth in Section No. 1 herein above.**

USER'S insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Oregon. Evidence of such insurance shall consist of a Certificate of Insurance evidencing minimum coverage's, limits, effective dates and having not less than a thirty (30) day cancellation clause. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's insurance. USER'S insurance shall be primary and non-contributory. USER will provide complete copies of all policies providing coverage for the "Event" upon ORP request. ORP reserves the right to approve USER'S insurance carrier(s). USER'S obligations under this paragraph shall survive any termination or expiration of this License/Use Agreement.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:

A. GENERAL LIABILITY INSURANCE: USER agrees to carry Commercial General Liability Insurance insuring both USER and the ORP, with not less than **\$1,000,000.00** per occurrence for Licensed Areas use and **\$3,000,000.00** general aggregate minimum, products, completed operation, personal injury, fire damage participant legal liability and medical expense.

B. ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that ORP, it's officers, agents and employees, and

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any other entity specifically required by the provisions of this License/Use Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from any and all claims. Language such as the following should be used: "Pacific Motorsports Management, LLC, dba Oregon Raceway Park is named as an Additional Insured".

C. WORKERS COMPENSATION: When the USER has employees, the USER shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the USER'S assurance that coverage is in effect.

### **SECTION 6: COMPLIANCE WITH LAWS**

USER shall observe all federal, state, and local laws, ordinances and regulations, including those of the City of Grass Valley.

### **SECTION 7: JURISDICTION; VENUE**

This License/Use Agreement has and shall be construed as having been made and delivered in the State of Oregon, and the laws of the State of Oregon, shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding, for the enforcement of this License/Use Agreement, or any provision hereto shall be instituted only in courts of competent jurisdiction within Oregon. Venue for any dispute shall be in Sherman, County, Oregon.

### **SECTION 8: WAIVER**

No officer, employee, agent or otherwise of ORP has the power, right or authority to waive any of the conditions or provisions to this License/Use Agreement without the written consent of a member of the Board of ORP. No waiver of any breach of this License/Use Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this License/Use Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. Failure of ORP to enforce at any time any of the provisions of this License/Use Agreement or to require at any time performance by the USER of any provision hereof shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this License/Use Agreement or any part hereof, or the right of

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ORP to hereafter enforce each and every such provision.

## **SECTION 9: NOTICES**

All notices called for or provided for in this License/Use Agreement shall be in writing and must be served on any of the parties either personally or by certified mail, return receipt requested, sent to the parties at their respective addresses as provided in this License/Use Agreement.

Notices sent by certified mail shall be deemed served when deposited in the United States Mail, postage prepaid.

## **SECTION 10: ALL WRITING CONTAINED HEREIN**

This License/Use Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this License/Use Agreement shall be deemed to exist or to bind any of the parties hereto. The USER has read and understands all of this License/Use Agreement, and now states that no representation, promise or agreement not expressed in this License/Use Agreement has been made to induce the USER to execute the same.

## **SECTION 11: FEE**

USER shall pay ORP for the use of the Licensed Areas for the Event a fee of \$\_\_\_\_\_ ("Event Fee"), plus a Spectator Track Fee, if applicable ("Spectator Fee"). The Event Fee and the Spectator Fee are referred to collectively as the "Fees." ten percent (10%) of the Event Fee is due upon USER's execution of the License/Use Agreement. The remaining ninety percent (90%) of the Event Fee shall be due not less than five (5) working days after the "Start Date/Time (including setup)" set forth in Section 1 herein above. The Spectator Track Fee, if applicable, shall be paid to the ORP within five (5) working days after the End Date/Time (including cleanup) set forth in Section 1 herein above. USER shall use and maintain best business practices in tracking ticket sales and gate fees for calculating the Spectator Track Fee. USER shall deliver to ORP upon twenty-four (24) hours written notice any and all records kept or maintained to support the Spectator Track Fee.

## **SECTION NO. 12: CLEAN UP DEPOSIT**

USER shall pay a deposit of FIVE HUNDRED DOLLARS (\$500.00) (the "Deposit"). The Deposit shall be paid due not less than five (5) working

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days prior to the "Start Date/Time (including setup)" set forth in Section 1 herein above. The Deposit may be pooled with other ORP funds and ORP shall have no obligation to segregate, deposit or invest the Deposit. The Deposit shall serve as partial security that USER complies with all conditions set forth in this License/Use Agreement. Within twenty-four (24) hours after the conclusion of the Event, ORP and USER will jointly tour the Licensed Areas to determine if USER has met its responsibilities under this License/Use Agreement including, but not limited to, property damage, trash removal, tire removal, and marker removal. If ORP determines at its sole discretion that the USER has not met such responsibilities, ORP may perform such obligations through its staff or contract staff and deduct from the Deposit all costs incurred in conjunction therewith. Upon completion of such responsibilities and determination of the costs associated therewith, the remaining balance in the Deposit, if any, shall be returned to the USER. USER shall pay any and all expenses in excess of the deposit (the "Deposit Shortfall") within five (5) business days of billing by ORP. ORP will provide USER with documentation evidencing all charges against the Deposit as well as any Deposit Shortfall..

### **SECTION 13: TERMINATION OF LICENSE/USE**

This License/use Agreement may be terminated by ORP at any time in the event that USER materially breaches any condition of this License/Use Agreement. ORP shall advise the USER of the basis for termination and if the USER satisfactorily addresses such basis within a reasonable time frame after such notification, ORP may, at its sole discretion, withdraw the termination and reinstate the USER's License/Use privileges. In the event of termination, the USER shall not be entitled to any refund of any portion of the Fee as provided for in Section 11.

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**SECTION 14: REPRESENTATIVES**

PARTIES hereby designate the following representatives for the purpose of administering the provisions of this License/Use Agreement:

**Oregon Raceway Park**

PO Box 98

Grass Valley, OR 97058

541-333-2452

503-292-8519 fax

[info@oregonraceway.com](mailto:info@oregonraceway.com)

**USER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. \_\_\_\_\_

Cell No. \_\_\_\_\_

Email: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this License/Use Agreement to be executed on date and year opposite their respective signature blocks.

DATED: \_\_\_\_\_ PACIFIC MOTORSPORTS MANAGEMENT, LLC.  
dba Oregon Raceway Park

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_ USER: \_\_\_\_\_

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

Its: \_\_\_\_\_

(Title)