

January 9, 2013

Re: 2013 Honda Grand Prix of St. Petersburg – Motorcoach Registration

Dear Event Patron:

Welcome to the 2013 Honda Grand Prix of St. Petersburg! Enclosed you will find motor coach hospitality/driver motor coach information about the 2013 event to be held March 22 - 24, 2013 in St. Petersburg, Florida. We are working hard to organize and make this event run as smoothly as possible. Your attention and cooperation will help us. Please sign or provide the following documents and return to us by no later than **February 22**, 2013.

- 1. Motor Coach Reservation Form
- 2. Motor Coach Parking License Agreement
- 3. Catering Request
- 4. Payment in Full [100%]
- 5. Certificate of Insurance
- 6. Motor Coach Layout/Footprint

Please make all checks payable to: Green Savoree St. Petersburg, LLC.

All documents, payments and questions, if any, should be directed to:

Michael Gaid Green Savoree St. Petersburg, LLC 1 Beach Drive SE, Suite #42 St. Petersburg, Florida 33701 Tele: (727) 898-4639 x 213 Fax: (727) 896-8031 Cell: (647) 684-2670 E-mail: mgaid@gpstpete.com

Please visit gpstpete.com for more information about: group tickets, souvenir program ads, hospitality and exhibitor display areas, and other event information.

Thank you and we look forward to seeing you on the Streets of St. Petersburg!

Sincerely,

Tim Ramsberger Vice-President & General Manager



2013 MOTOR COACH PARKING LICENSE AGREEMENT

This Motor Coach Parking License Agreement ("License Agreement") is entered into on ______, 2013 by the undersigned Patron ("Patron") and Green Savoree St. Petersburg, LLC ("GSSP").

WHEREAS, Patron desires use of a motor coach hospitality space in the team owner/driver paddock area at the 2013 Honda Grand Prix of St. Petersburg on March 22-24, 2013 (the "Event") which is owned and promoted by GSSP.

NOW THEREFORE, in exchange for the benefits set forth herein, the parties agree as follows:

- 1. GSSP, in exchange for valuable consideration, agrees to provide, during the term specified in paragraph 9, a limited and non-transferable, non-assignable license for the use of a designated motor coach parking space (the "Space") in the paddock area at the Event for Patron to use for motor coach hospitality. GSSP shall, in its sole discretion, designate the Space to be used by Patron after receipt of all required documents and payment of the license fee in full. Except as expressly provided herein, this License Agreement does not confer on Patron or Patron's guests and invitees any rights to admission to any activity or area encompassed by the Event. The nature of the interest granted by this License Agreement is a license only. The parties do not intend that this License Agreement create any interest in real estate, including but not limited to a tenancy, leasehold estate, easement or license coupled with an interest.
- 2. If Patron desires catering services, such services must be purchased from GSSP's official Event Caterer at Patron's sole cost and expense. Patron must complete the attached Catering Request form if it desires catering.
- 3. In connection with exercise of this License Agreement, Patron, shall itself and, shall require all of its principals, employees, agents, guests and invitees to, comply with all rules, regulations and/or requirements of GSSP and state and federal laws, and all local and municipal regulations, laws and ordinances, including, without limiting the general scope of the foregoing, all laws relating to the sale, distribution, gifting or providing of alcohol to guests or any other persons. Patron shall maintain order in the Space and shall not conduct or permit any activities which (a) are prohibited by any applicable law, regulation, rule or ordinance; (b) endanger the health or safety of any person; (c) are a nuisance or interfere in any way with other Space licensees or spectators; (d) are inconsistent with the policies, practices or procedures of GSSP and/or any sanctioning organization of the Event; or (e) cause adverse publicity about GSSP, the Event or Event sponsors and participants.
- 4. Patron understands and agrees that because of certain state, city and/or local laws, codes, ordinances or regulations governing temporary motor coach / motor home / recreational vehicle facilities, it is mandatory that a minimum twenty (20') foot fire lane be maintained within the paddock area. Patron agrees when entering the paddock

area to follow instructions or directions given by GSSP Hospitality Coordinators to ensure compliance with all such applicable laws.

- 5. Patron understands and agrees that no structures, (i.e., platforms, stages, scaffolding, etc.) are allowed to be placed or built on top of any motor coach. GSSP reserves the following rights: (a) to enter the Space at all reasonable hours and times for inspection and to make repairs and alterations to the Space; and (b) all right, title and interest in and to any broadcast over the public address system or closed-circuit television system as these privileges are intended solely for the private use of Patron and Patron's guests. Any re-broadcast reproduction or other use of the broadcast without the written consent of GSSP and INDYCAR is strictly prohibited.
- 6. Patron understands each Space is marked off in measurements of 15' x 70' for Teams (e.g., an Event participant team or participant-related team or manufacturer) or 15' x 50' for Team Drivers. Patron understands and agrees that the maximum width and length of Patron's motor coach, including canopy, tent and auxiliary equipment, cannot exceed the overall dimensions of the assigned Space.
- 7. Patron agrees that any electrical adapter supplied by GSSP for motor coach hookup must be returned to GSSP. If Patron fails to return it to GSSP Hospitality Coordinators, a charge of \$100.00 will be billed to Patron.
- 8. <u>Security.</u> Patron agrees that neither GSSP nor the City of St. Petersburg is liable for the care, protection, security of, or loss or damage to, any motor coach or its contents, nor for any loss, injury or damage to any property or equipment brought into the paddock by Patron or by any other person, nor for the personal safety of any person. The care, protection, security and safety of Patron's property and Patron's guests and invitees is the responsibility of Patron and of each person entering the paddock area. Patron agrees that if Patron desires to provide security for its guests and invitees, its personal property and the personal property of its guests and invitees, it will contract separately with GSSP's designated Event security provider at Patron's expense.
- 9. The term of this License Agreement is the Friday, Saturday and Sunday on which the Event will be conducted and any date to which the Event is postponed. Patron understands and agrees no one will be allowed to enter any paddock areas before 8:00 a.m. or after 6:00 p.m. on Friday, Saturday or Sunday of the Event (or the day(s) to which the Event is postponed). No later than 12:00 Noon, EST, on Monday, March 25, 2013 or at noon on the day after the date to which the Event is postponed, Patron will surrender possession of the Space to GSSP in the same condition it was in at the beginning of the term. NO EXCEPTIONS.

If the Event or any related activity for which Patron would be able to use the Space, as contemplated by this Agreement, is postponed from the scheduled date, Patron's sole remedy is to require GSSP to furnish the Space at no additional charge on the date to which the Event is postponed. No refunds will be granted; should postponement occur, except for the remedy provided in the preceding sentence, Patron waives and relinquishes any claim against GSSP and any third party for damages and any other claim or remedy because of such postponement.

- 10. Assumption of Risk; Insurance. Patron assumes all risk of injury, death and property damage to Patron and its guests and invitees arising out of the acts or omissions of Patron, its guests and invitees, and the acts or omissions of any third party (including, without limitation, those of Event participants, such as race teams, other Patrons and their guests and invitees) (collectively "Risk of Loss"). Patron agrees to and shall provide general liability insurance to cover this Risk of Loss with a combined single limit of not less than \$2,000,000.00 per occurrence for bodily injury, death and property damage, containing severability of interest and cross-liability clauses and naming as additional insureds GSSP, its parent, subsidiaries and affiliated companies, and their respective shareholders, directors, members, officers, employees, agents, successors and assigns, the City of St. Petersburg, all sponsors, all sanctioning bodies, all teams and their sponsors, all owners or lessors of real property used in connection with the Event (including parking lots), and all of their respective associates, officers, This insurance shall be primary and shall not require employees and agents. contribution from any insurance carried by the additional insureds. Patron further agrees and shall provide to GSSP a certificate of insurance evidencing the required coverage indicated the above no later than February 22, 2013.
- 11. INDEMNIFICATION, RELEASE AND HOLD HARMLESS. Patron hereby fully and forever agrees to indemnify, hold harmless, defend and release GSSP, the City of St. Petersburg, all sponsors, all sanctioning bodies, all teams and their sponsors, all owners or lessors of real property used in connection with the Event (including parking lots), and all of their respective parent companies, subsidiaries and affiliated companies, and their respective shareholders, directors, members, officers, employees, agents, successors and assigns (the "Released Parties") for, from and against all claims, damages, liabilities, losses, demands, suits, legal proceedings, or causes of action of any kind, including damages arising from personal injury or death, theft of or damage to real or personal property, costs and expenses, including attorneys' fees and costs of investigation and suit (collectively and individually a "claim") made or claimed by Patron or any of Patron's employees, representatives, directors or their respective heirs, representatives, successors or assigns (each a "claimant") arising from or in any way connected with an incident, event or occurrence while Patron or any such claimant is within the paddock area, whether or not such claims are based on or alleged to be due in part or entirely to the negligence of any of the Released Parties.

A party entitled to indemnification hereunder is entitled to employ attorneys of its own choice in the event it is named as a party to any lawsuit, without waiving the requirement that Patron provide a defense by attorneys employed by Patron, and the reasonable cost thereof shall be included in the indemnification obligation of Patron.

12. Patron hereby declares and represents that no promise, inducement or agreement not expressed herein has been made to Patron, and agrees that this 2013 Motor Coach Parking License Agreement, the Patron's 2013 Catering Request Form, 2013 Motor Coach Reservation Form, 2013 Motor Coach Information Form and Motor Coach Area General Rules and Regulations which are incorporated herein contain the entire agreement between the parties hereto (collectively the "License Agreement"), and that the terms of the Indemnification, Release and Hold Harmless provisions stated in paragraph 11 are contractual and not a mere recital. No change, alteration, or modification of this Agreement shall be effective unless made in writing and signed

by both parties hereto. No evidence of any inconsistent course of conduct or oral or other modification of this Agreement except a written instrument which complies with the preceding sentence shall be admissible in any court, arbitration or mediation proceeding concerning the enforcement or construction of this Agreement. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

Captions or titles are for convenience of reference only and are not part of this License Agreement and have no legal effect.

- 13. <u>Governing Law and Choice of Forum.</u> In the event of any dispute involving this License Agreement, including any right or obligation hereunder, the laws of the State of Florida shall govern the validity, performance, enforcement, interpretation and any other aspect of this License Agreement and such rights and obligations, without regard to principles of conflicts of laws thereunder. The parties irrevocably submit to the personal and subject matter jurisdiction of the Florida State courts located in Pinellas County, Florida, and waive trial by jury, for any lawsuits concerning the interpretation or enforcement of this Agreement, and any remedy for breach of this Agreement. The prevailing party in any legal proceeding shall be entitled to recover all reasonable attorneys' fees and costs against the non-prevailing party.
- 14. <u>Force Majeure.</u> GSSP is not liable to Patron for delay in the performance of this License Agreement by GSSP or for any delay, shortening or cancellation of any Event ("Altered Event") or for any damages suffered by Patron to the extent any delay, Altered Event or nonperformance is due to causes beyond GSSP's control, including but not limited to, acts of God, war, civil strife, rain, fire, strikes, inclement weather (including lightning strikes), power outages or inability to obtain necessary labor or materials.
- 15. <u>Non-waiver</u>. The failure of either party to insist in any one or more instances upon performance of any of the provisions of this License Agreement or to pursue its rights under this License Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights. Waiver by GSSP of any breach of any covenant or duty of Patron under this License Agreement is not a waiver of a breach of any other covenant or duty of Patron, or any subsequent breach of the same covenant or duty.
- 16. <u>Default.</u> In the event that Patron breaches its obligations (including the observance of any limitation stated herein) GSSP may immediately terminate this License Agreement. Upon termination for any reason, this License Agreement and all other rights and privileges of Patron under this License Agreement shall immediately terminate without further action by GSSP and GSSP shall have no further obligation to Patron. GSSP shall have the right to immediately remove or require the removal of the Patron's motor coach, all signs and other personal property from the Space, and to take immediate action to correct any default by Patron which could affect the safe use of the paddock area or the safety of any person. The remedies given GSSP by this paragraph are not exclusive of any other remedy available to GSSP for breach by Patron, whether provided hereunder or by law or equity.

- 17. <u>Notices.</u> All notices required to be given under this License Agreement or which the parties may desire to give under this License Agreement shall be in writing and be (a) hand delivered; or (b) delivered by facsimile transmission or electronic mail to the facsimile or e-mail address used by the parties in connection with this License Agreement, if successful transmission during the recipient's normal business hours is confirmed; or (c) addressed and sent by certified or registered mail, postage prepaid and return receipt requested to the parties at the addresses provided on page 1 or to such other address as either party may designate by notice to the other or by Patron in the 2013 Motor Coach Reservation Form. All notices addressed in accordance with this Agreement shall be effective when received (or when delivery is first refused by the addressee) if delivered by mail or when successfully transmitted to the party's facsimile or e-mail address during the recipient's normal business hours or, if hand delivered, the date on which delivery is made.
- 18. <u>Relationship of the Parties.</u> The relationship of the parties created by this License Agreement shall be that of independent contractors. Nothing contained in this License Agreement shall be construed or interpreted as creating a relationship of landlord and tenant, joint venturers, partners, principal and agent, or employer and employee under any circumstances. Neither party shall have the power to obligate or bind the other in any manner.
- 19. <u>Limitation on Remedies.</u> Under no circumstances shall GSSP be liable for consequential, special or incidental damages arising out of its breach of this License Agreement or as a result of a postponement or cancellation of the Event, even if GSSP has been informed of the possibility of such damages.

THE UNDERSIGNED HAS READ THE ENTIRE LICENSE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER AND RELEASE PROVISIONS AND FULLY UNDERSTANDS IT.

Name of Patron: _____

Signature of Authorized Representative on Behalf of Patron

Name: _____

Title: _____ Date: ____



2013 Motor Coach Reservation Form

Organization Name:		
Contact Name:	Title:	
Address:		
City:	State:	Zip:
Phone #:	Fax #:	Cell #:
E-mail address:		
Patron Affiliation: Team	Sponsor Manufacturer	Other:
Other Series:		
Note: You must submit a dra dimensions of the space request tent, external kitchen unit, e Agreement and Catering Requ reservation form. Phone service	awing with this reservation for ted and components of your Moto stimated quantity of tables/cha test, if catering is desired must and sanitation service at an extra	m showing the overall or Coach (i.e., awning or irs, etc.). The License be submitted with this cost.

ITEM	QUANTITY	PRICE/UNIT	TOTAL COST
Team Coach Space	(15'x70') x	\$ 4,950.00	\$
Driver Coach Space	(15'x50') x	\$ 1,650.00	\$
Subtotal			\$
Add FL St Sales		7 %	\$
Tax			
		Total	\$

Available space is extremely limited due to the street circuit layout.

Deadline for reservations is February 22, 2013. Payment due in full at time of reservation. Any reservation placed after February 22, 2013, subject to availability, will be charged

<u>a 10% late fee.</u>

Authorized signature: _____Date:_____

Print Name:	Title:
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2013 Catering Request

To: Green Savoree St. Petersburg LLC ("GSSP") d/b/a Honda Grand Prix of St. Petersburg 1 Beach Drive SE, Suite #42 St. Petersburg, Florida 33701

From:		(hereinafter "Patron")
Contact Name:	Title:	
Address:		
City:	State:	Zip:
Phone:	Mobile:	
E-mail:	Fax:	

- Patron requests catering services to be provided by GSSP's designated Event Caterer, at Patron's sole cost.
- Patron agrees to comply with all local/state health and other laws and ordinances that may be applicable.
- This request is to be executed by Patron and returned to GSSP with Patron's 2013 Motor Coach Parking License Agreement. This Request will form a part of the said License Agreement and be subject to all of the terms of the License Agreement. Patron acknowledges receipt of a copy hereof.

By:	Date:	
[Signature]		

Printed Name: _____



2013 Motor Coach Information

SITE AVAILABILITY

There will be a "load in schedule" provided approximately March 8, 2013. Motor Coach spacing is very limited, and this "load in schedule" will be strictly enforced. Motor Coach Spaces must be vacated by Monday, March 25, 2013, at 12:00 noon EST.

TEAM MOTOR COACH FEES

The price of each team space (15'x70') is **\$4,950.00**, plus sales tax, and includes power and cable hook-up. Each team will receive 1 - 50 amp power drop with their reservation. Telephone service and sanitation service are available at an additional cost. 100% payment must be paid in advance and received by February 22, 2013.

DRIVER'S PERSONAL MOTOR COACH FEES

The price of each driver's space (15'x50') is **\$1,650.00, plus sales tax**, and includes power and cable hook-up. Each team will receive 1 - 50 amp power drop with their reservation. Only standard sized motor coaches are permitted, and this space MUST NOT be utilized for sponsor hospitality. Telephone and sanitation are available at an additional cost. 100% payment must be paid in advance and received by **February 22**, **2013**.

CANCELLATION/REFUND POLICY

You may cancel with full refund by submitting your cancellation request in writing to Michael Morrisey, Green Savoree St. Petersburg LLC, One Parkwood, Suite 225, 250 E. 96th Street, Indianapolis, IN, 46240, by no later than 5:00 p.m. EST, February 22, 2013. Cancellations received after February 22, 2013, are not entitled to a refund and will be charged full price.

GUESTS

Guests visiting your motor coach area will be required to have a ticket for gate admission. Tickets are available at gpstpete.com or by calling (877) 283-5385.

AUTOMOBILE ACCESS TO MOTOR COACHES

There will be NO PARKING for support automobiles in the motor coach area. There will be one (1) parking pass per team/driver issued for an event parking lot. There will be NO exceptions.

DELIVERIES

No deliveries will be permitted during on-track race activities (8 a.m. - 6 p.m.). Vehicle access for all deliveries will be permitted after the day's on-track events are completed. A nearby, off-site location for deliveries to the track will be identified when the teams arrive.

TELEPHONE SERVICE, SANITATION SERVICE AND GOLF CART INFORMATION

Service information will follow.



2013 Motor Coach Area General Rules and Regulations

- 1. All motor coach Spaces must be used only by the team (i.e., team owners and drivers), or team sponsors.
- 2. Motor coach Spaces and passes are not to be utilized as contest prizes, nor used as part of a public promotional campaign. Use of motor coach space may be utilized as part of private business-to-business campaign as long as prior approval has been obtained by the Honda Grand Prix of St. Petersburg officials.
- 3. If any Patron within the motor coach paddock requires food and beverage services, a Catering Request form must be completed and submitted to Green Savoree St. Petersburg LLC by no later than **February 22, 2013**.
- 4. In general, temporary signage, displays, selling of merchandise, food or beverages, promotional activities and activity on observation platforms (i.e., signage, viewing, etc.) are not allowed within the motor coach area. Exceptions are as follows:
 - a. low level stanchion and flagging to define each team's or sponsor's Space
 - b. standard 3'x5' flags at the four corners of the motor coach
- 5. All teams and sponsors should use discretion. All materials must be focused on private activity and are not to be used as a means of advertising or promotional leveraging seen by the general public.
- 6. <u>Guests Admission.</u> Patron and Patron's guests each must have a valid Event ticket for gate admission.
- 7. <u>Utilities and Sanitation Services.</u> No utilities or sanitation services are provided as part of this License Agreement. NO DUMPING WHATSOEVER IS PERMITTED. Sanitation/pumping services at Patron's expense may be obtained through GSSP's designated contractor only. Port-o-lets and trash barrels are provided for your convenience and may not be moved or relocated.
- 8. Prohibited items: (complete list available at gpstpete.com)
 - a. Tents, awnings, structures, platforms, bleachers, scaffolding or similar apparatus. Provided, however, awnings are allowed if they do not extend beyond Patron's Space.
 - b. Swimming pools.
 - c. Firearms or weapons of any kind.
 - d. Pets or animals.
 - e. Fires or fireworks of any type.