



2012 STANDARD SPONSOR AGREEMENT

This Standard Sponsorship Agreement (the "Agreement") is made on the date entered below by and between Chesco Grand Prix, LLC, a Pennsylvania Limited Liability Company with its principal place of business located at 353 East Lincoln Highway, Coatesville, PA 19320 ("**CGP**"), and the Company or Organization indicated below and herein referred to as ("**Sponsor**").

Sponsor Information

Sponsor:	
Address:	
Principal Contact Person and Title:	
Telephone:	Fax:
Email Address:	

Declarations

WHEREAS, CGP manages, controls and is the rights holder and organizer of the 2012 **Chesco Grand Prix** ("CGP Series") and offers various sponsorship and spectatorship opportunities related to the CGP Series;

WHEREAS, CGP has reached agreement with Sponsor to provide Sponsor with the benefits listed on Exhibit A attached hereto (the "Sponsor Benefits"); and

WHEREAS, Sponsor wishes to sponsor the CGP Series, thereby purchasing the Sponsor Benefits from CGP in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the matters recited above, and the mutual covenants and undertakings set forth below, and other such good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Terms and Conditions

1. Sponsor Benefits at the CGP Series: CGP shall provide the Sponsor Benefits to Sponsor in accordance with CGP's customary business practices and procedures and by and through such suppliers and/or contractors selected by CGP, in CGP's sole discretion.
2. Price and Payment: In exchange for the Sponsor Benefits, Sponsor agrees to pay to CGP the "Sponsor Fee" of \$ _____. Total amount of the Sponsor Fee is due upon signing of this Agreement. CHECKS MUST BE PAYABLE TO: **Chesco Grand Prix, LLC** and delivered to **353 East Lincoln Highway, Coatesville, PA 19320**
3. Indemnification and Limitation of Liability: CGP hereby agrees to defend, indemnify and hold sponsor, its affiliates, partners, members and sponsors, its and their employees, officers, directors, partners, members, shareholders, agents and representatives, harmless from all claims, demands, causes of action, liability, damages, punitive damages, fines, penalties, costs and expenses, including, but not limited to, reasonable attorney's fees and disbursements, arising from or related to in any fashion whatsoever: (i) to CGP's breach of

353 East Lincoln Highway, Coatesville, PA 19320
Phone: 610.383.9700 Fax: 610.383.9702

this agreement; (ii) any and all of CGP's negligent, willful or fraudulent acts; (iii) any injury to any of CGP's guests, third parties, property damage, and any other claim arising out of this agreement and/or the CGP Series. The sponsor may conduct its own defense of any claim in which it is named as a defendant without diminishing its indemnification rights.

Neither party shall be liable for loss or damage or breach of agreement if such party's failure to perform its obligations results from: (1) compliance with any law, ruling, order, regulation, requirement or instruction of any governmental body of competent jurisdiction; (2) acts, errors, or omissions constituting gross negligence or willful misconduct of the other party; (3) acts of god, fires, strikes, embargoes, war, insurrection, riot, and other causes beyond the reasonable control of CGP. Any delay resulting from these causes extends the performance accordingly or excuses performance, in whole or in part, as may be reasonable.

4. Insurance:

- a) CGP shall obtain and maintain at its own expense during the term of this Agreement, a standard General Liability Policy written by a US Domiciled Insurance Company with an A.M. Best Rated Carrier with a rating of no less than an A+ with a limit of no less than \$1,000,000 which shall specifically cover CGP and provide standard liability protection. CGP shall remit to Sponsor a certificate of insurance naming Sponsor, as certificate holder and additional insured with the insurer giving Sponsor at least 15 days prior written notice of any modification or cancellation of the coverage. CGP shall be forward to Sponsor this Certificate of Insurance within 7 days of the CGP Series.
- b) Should Sponsor elect to host any formal onsite activities (i.e., attendance alone shall not trigger this requirement) and/or utilize any display space provided as a Sponsor benefit, at least 15 days prior to the CGP Series, Sponsor shall provide CGP with a certificate of insurance for a standard General Liability Policy written by a US Domiciled Insurance Company with an A.M. Best Rated Carrier with a rating of no less than an A-VII with a limit of no less than \$1,000,000 which shall specifically cover Sponsor and provide standard liability protection.

5. Regulations and Guidelines: Sponsor shall adhere to the Regulations and Guidelines as described below:

- a) CGP Series must always be referred to by its official name including the primary or title sponsor and presenting sponsor, as indicated by CGP
- b) The official logo of the CGP Series must be used in all advertisements and printed and promotional materials produced about the CGP Series by Sponsor. All such advertising and promotional material about the CGP Series must be approved by CGP prior to publication of production, said approval not to be unreasonably withheld.
- c) Any souvenir items or promotional merchandise to be used by Sponsor to promote, publicize or advertise its involvement in the CGP Series must be imprinted with the official CGP Series logo in a manner and style that is acceptable to CGP, said acceptance not to be unreasonably withheld. The style and type of promotional merchandise must also be prior approved by CGP and purchased through CGP's official licensee (all products will be available at fair market cost)
- d) All requests for still photography, video or filming during any aspect of the CGP Series must be prior approved by CGP. CGP reserves the right to require requesting parties to contract for photography, video or film services through CGP's official photographer and/or video/film production company, said service(s) to be made available at fair market cost. CGP grants permission for an accredited Sponsor designated photographer to take photos for inclusion in any internal publications.
- e) CGP reserves the right at CGP Series and in all printed materials pertaining to CGP managed CGP Series to determine placement of all Sponsor logos, signs, banners and other approved Sponsor-identified materials provided for in this Agreement. Unless otherwise agreed to by CGP, no signage or promotional materials (i.e. t-shirts, hats, bells, etc.) beyond what is provided for in this Agreement may be displayed, distributed, or sold



at the CGP Series. CGP reserves the right to remove any unauthorized signs, banners, promotional materials and the like from the CGP Series venues.

6. Miscellaneous:

- a) This Agreement is to be governed by the laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules.
- b) The parties agree that any claim or dispute arising out of or related to this Agreement shall be brought in the Chester County Court of Common Pleas or the United States District Court of the Eastern District of Pennsylvania and hereby submit to the jurisdiction such courts.
- c) The rights of the parties under this Agreement are cumulative and not exclusive of any other rights or remedies. The waiver by any party of any right under this Agreement or any breach hereof, does not constitute a waiver of any other right or remedy.
- d) This Agreement represents the entire and final agreement of the parties with respect to the subject matter hereof. There are no other oral or written agreements between the parties relating to the subject matter hereof, and this Agreement supersedes all past negotiations, communications, and agreements.
- e) Should any provision or part of this Agreement be deemed unenforceable, the remainder of the Agreement is not to be invalidated or cancelled, but is to be given full effect and enforced to carry out the intent of the parties.
- f) Sponsor may not assign this Agreement without CGP's express written permission, which shall not be unreasonably withheld.
- g) Except as otherwise expressly provided herein, this Agreement may only be altered, amended, modified or superseded by a written agreement executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written, intending to be legally bound hereby.

ACCEPTED: Chesco Grand Prix, LLC

ACCEPTED:

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

	<h2 style="text-align: center;">Oxford Criterium 2012 Sponsorship Benefits</h2>	
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Venue Sponsor Benefits	Exclusive Presenter (1 Only)	Platinum Gold Upgrade (20 Only*)	Gold Unlimited	Silver Unlimited	Sparkler Unlimited
Presenting Sponsor of Oxford Criterium	Herr Foods				
Venue Exclusivity in Sponsor Category	✓				
“Official” Designation	✓				
Rights to CGP Marks and Logos	✓	✓	✓		
Chesco GrandPrix (CGP) VIP Tent at Oxford Criterium	20 tickets	10 tickets	10 tickets	4 tickets	2 tickets
Sponsor Representative in Start or Awards ceremony	All Events	All Events	All Events		
Logo on CGP Event Flyer as Oxford Criterium Sponsor	1 st Position	2 nd Position	2 nd Position	Name Listing	Name Listing
Logo in ANY EVENT specific ads	1 st Position	2 nd Position	2 nd Position		
Logo on CGP Website (Venue Webpage)	1 st Position	2 nd Position	2 nd Position	Name Listing	
Hot Link to Sponsor’s website	✓	✓	✓		
Name/Logo on Overhead Start and Finish Banner	✓				
3’ x 8’ Sponsor Banners on Race Course Fencing	6	4	4		
Logo on Sponsor Recognition Banner (LARGE BANNER Located on Race Presenter/Winners’ Stage)	1 st Position	2 nd Position	2 nd Position	3 rd Position	Name Listing
Sponsor Tags Over PA System	10	6	6	Mention	
Display Space at Oxford Criterium	Prominent Placement	✓	✓		
Complimentary Entries to Chesco Tour on July 8 th	10	6	6		
Logo and Representative at Kids Zone	✓	✓			
Logo and Representative “Judge” of Teen Talent Competition	✓	✓			
Cost		\$3,500	\$2,500	\$1,000	\$500