

## Profit Share, Protocol, and Indemnification Agreement

The following profit share agreement is between Auto Owners Of America LLC understood as HOST, a representing party for facility OWNER, and: \_\_\_\_\_ understood as ORGANIZER.

It is of the mutual agreement that a 50%/50% NET ticket profit share will be distributed post completion of the event to ORGANIZER and PAYOR after ticket sales and associated refunds if any have been reported. This also included payment processing fee and like costs required by a third party ticket or sales vendor (EventBrite, GiveBox, The Foat, etc.).

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**Profit Share:** Profit Share is based on ticket sales.

**Vendor Fees:** Fees collect for ORGANIZER vendors, and HOST vendors (separate vendors) are to be kept separately by the entity (HOST and ORGANIZER) that registers each specific vendor(s) as their vending party. HOST must confirm with ORGANIZER prior to vendor registration of vendors that will be representing HOST.

**Profit Share Payments:** NET 30. ORGANIZER will work in efforts to provide final payment no later than NET30.

**Ticket Sale Program:**  Managed by ORGANIZER  Managed by HOST

**NET Profit Disbursement:**  Received directly by ORGANIZER  Received and Disbursed by HOST

**Operational Costs:**  Paid to HOST by ORGANIZER  Received and Deducted from sales by HOST

**NET Profits:** NET ticket profits are understood as ticket sales generated by any and all event activity prior to and during the show/event.

**NET Profit Payments:** If sales are generated through a program managed by HOST, HOST is responsible to apply refunds, provide reports, and provide payment to ORGANIZER within a NET30 period. If sales are generated through a program managed and controlled by ORGANIZER, ORGANIZER is the responsible party to apply refunds, and confirm receipt of required payments to ORGANIZER.

**Operational Costs:** Operations costs are understood as day-of-event costs assumed by HOST for insurance, labor, and if so required cost for repair to any damages resulting from event activity not covered by insurance. Operations Costs will be deducted from NET profits by HOST if HOST is the managing party for ticket sales. Operations Costs will be paid to HOST by ORGANIZER no later than five (5) days post event completion date if ORGANIZER is the managing party for ticket sales.

### Costs Agreed to be taken from show proceeds by HOST/OWNER:

- Labor costs (agreed labor cost: \_\_\_\_\_)
- Facility costs (agreed facility cost: \_\_\_\_\_)
- Percentage of event revenue ( \_\_\_\_\_ %)
- Insurance cost (agreed insurance cost: \_\_\_\_\_)
- No costs will be taken from show proceeds.

**Documentation:** ORGANIZER must provide a valid (W9) for taxation purposes before a profit share is agreed to and or distributed thereafter.

**Reports:** All such reports and sales are always accessible to the said parties and will be provided if either party is unable to access for any reason.

**Owners Right to Deduct:** OWNER may deduct costs associated with but not limited to cleaning, property damage repair, citations, etc. if such costs accrue due to spectator or auto owner aggressive behavior that results in the need for OWNER or HOST to remedy such damages, cleaning, enforced citations, etc. Acceptable cost assumed with this agreement:

- Standard sweeping of trash on ground surfaces.
- Standard cleaning of restrooms, and like common areas used by ORGANIZER.

Such deduction if any are to be presented to ORGANIZER for review prior to OWNER or HOST deducting said costs from the Profit Share distribution.

**Insurance:** ORGANIZER, OWNER or HOST may assume the cost for such event insurance. This assumption is to be agreed upon and obtained prior to the event date. All vendors must be properly insured, names as additionally insured and sign the required Liability Release Form indemnifying OWNER and HOST.

**Guarantee:** HOST nor OWNER guarantees ORGANIZER results that pertain to ticket sales, spectator attendance, available parking outside of the identified area of use, or any expectations that ORGANIZER may have. HOST guarantees use of approved area(s) of use and refunds if deemed refundable. HOST cannot guarantee municipality corporation and or acceptance. ORGANIZER to consult with such municipal parties if so desired.

**Conduct:** ORGANIZER has been informed, agrees to, and understands that OWNER or HOST reserves the right to cancel, close, and or evacuate said event if ORGANIZER or ORGANIZER attendees including spectators and ticketed auto owners conduct themselves in a manner that places the public, property, or facility at risk. ORGANIZER also has been informed, agrees to, and understands that no products or activity including dress attire of ticketed auto owner, vendors, or vendor models deemed as sexually explicit, vulgar, racist, or inappropriate for ages under 10 years of age are allowed. This includes content used in marking prior to and during this event. The following items but not limited to may not be sold, promoted, used, or solicited at the event: alcohol, cannabis or any variation thereof, marijuana, tabaco, sexual content or sexually explicit material of any kind.

Furthermore ORGANIZER understands and agrees that all vendor and vendor products will be presented to HOST or OWNER no later than one (1) week prior to an approved event date. HOST and OWNER reserve the right to decline vendors and or vendor products, including expelling vendors during an event if violations are deemed by HOST or OWNER.

**Car Models:** Allowed attire of car club models, vendor models, or any such models at the event representing any aspect of the event is as follows: Standard attire, fitness or work-out attire. Models may not wear and will otherwise be asked to leave or change attire if any variation of the following are identified by HOST or OWNER: *lycra clad, bikini car wash, grid girl look which also closely resembles the outfits worn by a lady of the night or a professional dancer.* HOST or OWNER reserve the right to make the sole and final decision if models are wearing attire that is not acceptable. ORGANIZER is advised to inquire with HOST or OWNER to approve specific attire prior to show dates.

**Protocol:** ORGANIZER is responsible to ensure ample staffing of ORGANIZER, and remaining present at all times while show cars are on site. ORGANIZER staffing must be positioned throughout event areas to ensure the following do not occur: burnouts, two-stepping, revving, racing, donuts, fights, or any aggressive activity, and or disruptive behavior. At any time HOST or OWNER reserves the right to cancel, close down, and evacuate the event if so deemed necessary by HOST or OWNER.

Number of ORGANIZER staff required: One for every 25 show vehicles registered

**Indemnification:** Whether or not an event transactions contemplated hereby shall be consummated, the signing party whether ORGANIZER, VENDOR, VOLUNTEERS, OR SPTECTOR agrees to defend, indemnify, pay and hold harmless agents, officers, directors, trustees, partners, employees, attorneys and affiliates of any Auto Owners Of American and event facility owners (collectively called the "INDEMNITEES") from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened by any Person, whether or not any such Indemnitee shall be designated as a party or a potential party thereto), whether direct, indirect or consequential and whether based on any federal, state or foreign laws, statutes, rules or regulations (including, without limitation, securities and commercial laws, statutes, rules or regulations and Environmental Laws), on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against any such Indemnitee, in any manner relating to or arising out of this event agreement.

Event date: \_\_\_\_\_

Location: \_\_\_\_\_

**By signing below, I am agreeing and understand in entirety the terms indicated above.**

HOST: Auto Owners Of America

ORGANIZER: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

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

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