

BAXTER RACING SPONSORSHIP AGREEMENT

This Race Car Sponsorship Agreement ("Agreement") is entered into on _____, by and between, _____ a _____ corporation with its principal place of business at _____ ("Sponsor"), and Baxter Racing LLC, a Washington Limited Liability Company with its principal place of business in Washington State ("Team").

1. TERM

This Agreement shall commence on _____ and continue until November 8th 2025, unless terminated earlier as provided herein.

2. SPONSORSHIP RIGHTS

2.1 Sponsor shall receive the following rights and benefits:

- a. Prominent placement of Sponsor's logo on the race car, driver uniform, and team apparel.
- b. Sponsor's logo and name on all promotional materials, including but not limited to press releases, team website, and social media.
- c. A VIP pass to select race events during the term, including access to pit areas and driver meet-and-greets.
- d. Exclusive rights to use Team's name, likeness, and race footage in Sponsor's advertising and promotional campaigns, subject to Team's approval.
- e. Opportunity to display Sponsor's products or services at race events, as mutually agreed.

3. SPONSORSHIP FEE

3.1 In consideration for the sponsorship rights, Sponsor shall pay Team a total sponsorship fee of \$_____ ("Sponsorship Fee"), payable as follows:

- a. Balance due in full upon execution of this Agreement.

3.2 All payments shall be made via wire transfer or check to an account designated by the Baxter Racing LLC Team.

4. OBLIGATIONS OF TEAM

4.1 Team shall:

- a. Ensure Sponsor's logo is prominently displayed as agreed.
- b. Participate in race events during the term, subject to force majeure.
- c. Provide Sponsor with regular updates and reports on race performance and promotional activities.
- d. Maintain a professional image and conduct that aligns with Sponsor's brand values.
- e. Grant Sponsor the right of first refusal for any additional sponsorship opportunities during the term.

5. OBLIGATIONS OF SPONSOR

5.1 Sponsor shall:

- a. Provide high-resolution logos and printed branding materials to Baxter Racing LLC.
- b. Pay the Sponsorship Fee in accordance with Section 3.
- c. Collaborate with Team on promotional activities and campaigns as mutually agreed.

6. TERMINATION

6.1 Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure such breach within 7 days of receiving notice.

6.2 Upon termination, Sponsor's rights under Section 2 shall cease, and Team shall remove Sponsor's branding from all materials and assets.

7. INDEMNIFICATION

7.1 Team shall indemnify and hold Sponsor harmless from any claims, damages, or liabilities arising from Team's negligence, willful misconduct, or failure to comply with applicable laws.

7.2 Sponsor shall indemnify and hold Team harmless from any claims, damages, or liabilities arising from Sponsor's negligence, willful misconduct, or failure to comply with applicable laws.

8. CONFIDENTIALITY

8.1 Both parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this Agreement, except as required by law or with prior written consent.

9. GOVERNING LAW

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles.

10. MISCELLANEOUS

10.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

10.2 Any amendments to this Agreement must be in writing and signed by both parties.

10.3 Neither party may assign this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SPONSOR:

TEAM:

Baxter Racing LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____