



220 Aero Drive | Shreveport, LA 71107 | USA
P: (318) 670-3366 | www.warrantykillerperformance.com

RACER AGREEMENT

IMPORTANT INFORMATION

The sponsorship agreement form must be filled out in its entirety to qualify for sponsorship status. If any of the requested information is missing or not produced, your application will not be processed.

SPONSOR

Warranty Killer Performance, LLC.

is the ("Sponsor")

THE RACE TEAM

_____ is the ("The Race Team")

INFORMATION

Sponsor desires to appoint The Race Team, and The Race Team desires to accept appointment, as a partner of Sponsor's products as set forth herein. Now, therefore, in consideration of the mutual agreements promises set forth herein, the parties agree as follows:

1. SPONSORSHIP

1.01 "The Race Team" hereby grants to "The Sponsor" a Sponsorship relationship with the unit raced under number _____ for the fee paid and other considerations contained herein.

1.02 "The Sponsor" shall have a decal/logo located at:

www.warrantykillerperformance.com/logo

In addition, the "The Sponsor" logo will be embroidered or screen printed on "The Race Team" jersey and must be at minimum 4 inches by 4 inches and attached to the front, rear or sides of the jersey. Decals must be added by "The Race Team" showing sponsorship by "The Sponsor" and must appear on two sides of the race bike, driver and passenger sides, and must be at minimum 4 inches by 4 inches.

[Specify other sponsorship services to be provided.]

1.03 All decals for the race bikes and all painting and other preparation of the race motorcycles shall be provided at the expense of "The Race Team".

1.04 Except as herein otherwise expressly provided to the contrary, the cost of providing, painting and maintaining the above items shall be the responsibility of "The Race Team".

1.05 During the term of this Sponsorship Agreement, "The Race Team" shall maintain a race team, and shall use its best efforts to qualify and compete in the remaining races and/or such other races as "The Race Team" in its sole discretion may determine.

1.06 Should "The Race Team" acquire any parts or products from "The Sponsor", they are not to be sold for individual or business profit. All items must be returned to "The Sponsor" at the end of the agreement and/or race season.

2. SOCIAL MEDIA, MARKETING AND SHARING

2.01 FaceBook, Twitter and Instagram - A photo is required from "The Race Team" prior to and after racing the event with "The Sponsor" tagged, no later or earlier than one (1) day before or after the race/ event.

2.02 All product launches and current sales or promotions from "The Sponsor" must be shared on all of "The Race Team" social media platforms and any forums "The Race Team" is associated with, no later than one (1) week after the initial launch, offer or post.

2.03 Forums in which "The Race Team" is associated with or is a member thereof, must ensure "The Sponsor" is tagged, mentioned or linked to for business relations.

2.04 Interviews that "The Race Team" is apart of or participating in must ensure "The Sponsor" is mentioned for business relations.

3. DRIVER AND TEAM OBLIGATIONS

3.01 During the term of this agreement and any renewals or extensions thereof, "The Race Team" represents and warrants to "The Sponsor" that:

(a) It will at its own expense hire, furnish and maintain at all times an experienced first-class complete race team ("The Race Team") consisting of mechanics, pit crew, driver(s) and all other personnel necessary to furnish, maintain, operate and race the race bike(s) and support vehicles, including, without limitation, ensuring that the following duties are performed:

(i) Building the race bikes and purchasing or leasing all necessary support vehicles.

(ii) Repairing, maintaining, storing and transporting the race bikes and support vehicles between races; and

(iii) Utilizing its best efforts to qualify in and compete in the remaining races and/or such other races as "The Race Team" in its sole discretion may determine.

3.02 "The Race Team" warrants to "The Sponsor" that it will secure the services of a qualified driver during the term of the sponsorship agreement, and that each driver will handle himself (herself) in a

respectable manner that would not unfavorably impact any sponsor. "The Race Team" has the right to terminate the services of any driver should inappropriate behavior occur.

3.03 In the event any driver's services should no longer become available to "The Race Team" for any part of a race season covered by this agreement, it is the exclusive right of "The Race Team" to replace the driver. The replacement or substitute driver is subject to no approvals other than "The Race Team"'s sole discretion.

4. TERM AND TERMINATION

4.01 The term of this contract is from the date executed, through the final race of the 20_____ season, this term not to extend past December. 31, 20_____. This contract shall apply to all races in which "The Race Team" competes during such term regardless of locale.

4.02 Either party may terminate this agreement if the other party is found to have breached the terms of the agreement and said breach is not cured within five (5) days of receipt of written notice of such breach from the non-breaching party. In the event a breach cannot be completely cured within the five (5) days allowed to cure the breach, and the curing process has been started within five (5) days, and the breaching party has been diligent in its efforts to cure through the period, both parties may agree to continue the agreement until such time as the breach is cured. Rightful termination hereunder shall be without prejudice to any other rights or remedies a party may have.

4.03 "The Sponsor" reserves the right to terminate this contract at any time, for any reason, without notice to "The Race Team". All privileges, compensation and discounts will cease immediately.

4.04 Should the sponsorship be terminated between "The Race Team" and "The Sponsor", "The Race Team" is responsible for purchasing or returning any and all items or parts that were received from "The Sponsor". The purchasing amount shall be set by "The Sponsor". Returns good can be sent to the below address.

**Warranty Killer Performance, LLC.
220 Aero Drive
Shreveport, LA 71107 USA**

5. COMPENSATION AND DISCOUNTS

5.01 As compensation for the sponsorship relationship under the terms of this agreement, "The Sponsor" agrees to pay a total of \$0.00 and additional compensations and discounts such as products and services:

- 5% off retail price of all Warranty Killer Performance's products (this does not include OEM parts from other manufacturers such as: Can-Am "Bombardier Recreational Products", Polaris "Polaris Industries", or any other such manufacturer.)
- Discounted labor rates for work performed by "The Sponsor".

5.02 The schedule for the payment of this compensation shall be as follows:
\$0.00 - Upon execution of this agreement.

Payments are to be made payable to "The Race Team" and sent to the address shown below.

6. INDEMNIFICATION

6.01 "The Race Team" will indemnify, defend and hold "The Sponsor" and its affiliates, subsidiaries, officers, directors, employees, customers, distributors, independent contractors, suppliers, agents, successors and assigns, harmless from and against all actions, suits, proceedings, judgments, demands, claims, liabilities, losses or expenses whatsoever (including reasonable attorney's fees) incurred in connection with or arising from the race bike(s), the support vehicle(s), the activities or omissions of driver or team members or the activities or omissions of "The Race Team" including, without limitation:

- (a) Any claim falling within the insurance coverage;
- (b) "The Race Team"'s breach, misrepresentation or non-performance under this agreement;
- (c) Any claim or action for or relating to personal loss, injury, death, property damage or otherwise, suffered by participants, competitors (such as the drivers), spectators or others at any of the racing events or team activities or activities relating to the race bikes (or their relatives as a result thereof) or otherwise; or
- (d) Any payment owed by "The Race Team" related to the team support vehicles or race bikes.

6.02 Both during and after this sponsorship agreement, "The Sponsor" will indemnify, defend and hold "The Race Team", its officers, directors, employees, team members, customers, distributors, suppliers, agents, successors, and assigns, harmless from and against all actions, suits, proceedings, judgments, demands, claims, liabilities, losses, or expenses whatsoever (including reasonable attorney's fees) arising from "The Sponsor"'s breach, misrepresentation or non-performance under this agreement.

7. MISCELLANEOUS

7.01 This contract is not assignable by either party without written consent of all interested parties.

7.02 Any notice required to be given under this agreement shall be sent via registered mail, return receipt requested and deemed given at the time it is received by either party, provided such notice is addressed as follows:

The Race Team

Racer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Sponsor

Warranty Killer Performance, LLC.

220 Aero Drive

Shreveport, LA 71107 USA

7.03 This agreement shall be governed and construed within accordance with the laws of _____ (state / province).

7.04 This agreement constitutes the entire agreement between the parties and may not be modified, amended or changed except by a writing signed by all parties to this agreement.

7.05 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that neither party hereto shall have the right to assign this agreement or delegate any duty, service or responsibility hereunder without the prior written consent of the other party. Each party to this sponsorship agreement warrants and represents that the individual

signing this agreement on behalf of a corporate party has the authority to bind his or her respective company in and to the terms of the agreement and each party further warrants and represents that it is authorized by its Board of Directors to enter into this sponsorship agreement.

Your Signature _____	Date (MM/DD/YYYY) ____ / ____ / _____
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FOR OFFICE USE ONLY

Authorized by (Print)

Status (Accepted or Rejected)

Authorized by (Signature)

Date (MM/DD/YYYY)

____ / ____ / _____