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**ATLANTIC CITY, NEW JERSEY  
BADER FIELD LICENSE AGREEMENT**

LICENSEE: **Red Bull Global Rallycross Atlantic City**  
CONTACT: **Chip Pankow**  
TELEPHONE: **cpankow@redbullglobalrallycross.com**  
ADDRESS: **17383 Sunset Boulevard**  
CITY: **Pacific Palisades** STATE: CA ZIP: 90272

DATE(S) OF EVENTS: **August 12 & 13, 2017**

LICENSED AREA: **Bader Field as outlined on the plan attached as Exhibit A (the "Premises")**

TYPE OF EVENTS: **Motorcross**

LICENSOR: **City of Atlantic City (the "City" or "LICENSOR")**

**1. TERM AND LICENSE FEE**

a. Term: The "Term" of this Agreement begins August 12 and ends on August 13, 2017, unless otherwise extended by the mutual agreement of the parties. The parties acknowledge and agree that no other parties will have the right to book, promoter or produce live entertainment events at the Premises during the Term except as otherwise approved in writing by LICENSEE. Notwithstanding the foregoing, LICENSEE'S actual use of the Premises will not commence until set-up for the first Event begins, at which point LICENSEE will have full exclusive access to and use of the Premises until a certain period of time following each Event, and that such use periods will occur prior to and following each Event (each, a "Use Term"). The beginning of each Use Term will be determined by the parties, taking into consideration other uses of the Premises and surrounding areas granted by LICENSOR, which LICENSOR will schedule so as not to unreasonably interfere with the Events, including load-in and load-out thereof. It is understood and acknowledged that LICENSEE will have the right to leave certain equipment and items on the Premises (e.g. staging, risers, decks, flooring, roads, tents, trailers, fencing and other temporary facilities, etc.) at its own risk, until the completion of the final Event of the Term.

b. Access to Premises: LICENSOR shall grant LICENSEE access to the Premises prior to the Term and each Use Term for planning and preparation purposes upon reasonable notice to LICENSOR.

c. License Fee: There shall not be a license fee for this event. The City shall manage parking for the event and 100% of the proceeds from parking shall be the property of the City of Atlantic City.

d. Deposits: The parties acknowledge that LICENSEE shall pay to the LICENSOR Twenty Thousand Dollars (\$20,000) as a deposit for the full and faithful performance and observance by the LICENSEE of the terms and conditions of this agreement. Once the City has determined the LICENSEE has fully performed pursuant to this Agreement, the Deposit shall be a credit against the reimbursement fees due and payable to LICENSOR for the Event. If no amounts are owed (or less than the entire Security Deposit is used to pay all costs for the Police Detail, Fire Detail, Risk Management/OEM costs and Public Works costs), LICENSEE shall have the right to a refund of the Deposit. Should the deposit amount shall be less than the actual costs for all services supplied by the City the Licensee shall pay to the City within (5) days of the last event the balance owed to the City.

e. Permits and Licenses: LICENSEE shall be responsible, at its sole cost and expense, to acquire all applicable permits and licenses required in connection with the Events.

f. Non-Performance: Except upon breach of the LICENSOR or force majeure as provided in Section 10, if LICENSEE cancels any Event after the Confirmation Date for that Event, LICENSEE shall be responsible for the payment to Licensor for any actual and documented, out-of-pocket expenses incurred by LICENSOR in connection therewith. Such amounts shall be paid as liquidated damages and not as a penalty, and LICENSEE shall have no further obligation to LICENSOR for fees or otherwise relating to the cancelled Event. In no event shall the total amount payable by LICENSEE for a cancelled Event pursuant to this Section 1.f. exceed \$20,000.00.

g. Additional Obligations of LICENSEE.

- LICENSEE will make space available to the City, if the City so requests, at a mutually agreed upon location near the entrance for an Atlantic City information booth.
- LICENSEE will use commercially reasonable efforts to utilize local vendors to provide local "flavor" in food and non-alcohol beverage choices.

## **2. GENERAL ASSISTANCE OF LICENSOR**

a. To the extent allowable by law, LICENSOR will assist LICENSEE in securing all required permits and licenses necessary to put on the Events, including, without limitation, assistance related to any applicable mass gathering permit, zoning permissions, permissions to sell alcoholic beverages, and sound ordinance requirements. LICENSEE shall be responsible for permit and license fees applicable to the Events.

a. The LICENSOR will assist with the design and implementation of the transportation and parking plan for the Events.

c. The Premises will be operated and maintained in good clean working order and operating condition by LICENSOR prior to the initial Use Term. LICENSEE represents that it has not conducted a complete inspection of the Premises but is generally familiar with the premises and the available utilities and accepts them "AS IS" except as set forth herein.

d. LICENSEE agrees that all advertising of the Events will be honest and true and will include accurate information of show times and ticket prices when such information is included.

## **3. RIGHTS OF LICENSEE**

a. Use: The Premises shall be used by LICENSEE for the Events as described herein. The Events shall comply with applicable curfew ordinances.

b. Concessionaire's Permit: LICENSEE acknowledges that because the Events are located on property owned by a public entity, each alcoholic beverage concessionaire shall be required to obtain a Special Concessionaire Permit from the New Jersey Division of Alcoholic Beverage Control (ABC). (The parties acknowledge that LICENSEE has no responsibility or liability for any beach bars operated by any of the casinos which are near, but not part of, the Premises.) Pursuant to N.J.A.C. 13:2-5.2, issuance of a Special Concessionaire Permit is conditioned upon the alcoholic beverage concessionaire entering into an agreement with LICENSOR authorizing the sale of alcoholic beverages.

LICENSEE is free to choose in its discretion the concessionaires, including all food, non-alcoholic beverage, and merchandise concessionaire to operate at the Events. LICENSOR acknowledges and agrees that LICENSEE may contract with an alcoholic beverage concessionaire who shall engage in the sale of alcoholic beverages to the general public for consumption on the premises. LICENSEE agrees that no agreement with any alcoholic beverage concessionaire shall be effective unless and until LICENSOR has reviewed and consented to the specific alcoholic beverage concessionaire and same has been approved for a Special Concessionaire Permit. LICENSOR agrees that LICENSEE may submit to LICENSOR a written request for a Special Concessionaire Agreement which shall include the following:

1. A copy of the information required to be provided to the New Jersey ABC pursuant to N.J.A.C. 13:2-5.2;
2. A form of letter of authorization and an "Alcoholic Beverage Concessionaire Agreement";
3. A list of other similar Events conducted by LICENSEE'S concessionaire, evidencing concessionaire's experience and expertise with regard to Events such as that contemplated by this Agreement.

LICENSOR'S delivery of the executed alcoholic beverage concessionaire agreement shall be expressly conditioned upon the following:

1. The alcoholic beverage concessionaire shall provide to LICENSOR a certificate of insurance evidencing the insurance requirements set out in Paragraph 5 of this Agreement including the agreement between the concessionaire and the LICENSEE;
2. The alcoholic beverage concessionaire shall indemnify, defend and hold harmless the LICENSOR from any and all claims, judgments or causes of action arising from the operation of the Events; including, without limitation, claims arising from the vending and consumption of alcoholic beverages at the Events;
3. The alcoholic beverage concessionaire shall keep in force and effect all applicable licenses related to the Special Concessionaire Permit and comply with all applicable legal requirements and insurance requirements.

c. Sponsorships. LICENSEE shall have the opportunity to sell sponsorship packages to third parties and retain all proceeds there from solely for its own account and without any financial obligation to LICENSOR with respect thereto. LICENSEE'S sponsorship agreements may include agreements to grant exclusive category rights.

d. Additional Taxes/Fees. No City tax specific to the Events or the Premises will be charged to LICENSEE or the third parties it contracts with related to the Events and no permit, license or similar approval related to the Events will be conditioned upon a tax or fee of any kind specific to the Events, or music festivals in general except those that currently exist. The charges for any police and other public services required by the LICENSOR as a condition to the Events shall be included in advance.

e. Ticket Sales. LICENSEE shall be entitled to sell tickets by means of its choice to the Events and keep all revenue arising therefrom.

f. LICENSEE shall have the right to construct temporary Event facilities including theatrical and support services facilities needed for the Events, and such facilities shall be subject to applicable permits and approvals. The construction of any permanent facilities by LICENSEE shall be subject to the consent of the LICENSOR. LICENSEE shall provide LICENSOR with plans and specifications of any such permanent facility for LICENSOR'S review and approval, such approval not to be unreasonably conditioned, delayed or withheld. Temporary Event facilities such as stages shall be subject to applicable state and local approval and can remain on the Premises for the Term. LICENSOR shall not use, nor permit third parties to use, any of LICENSEE'S facilities and equipment without the express, prior written consent of LICENSEE, which may be withheld in LICENSEE'S sole and absolute discretion. Any use thereof, if granted, will be conditioned, among other things, on (1) compliance with the insurance and indemnification in favor of LICENSEE and (2) such party's commitment to use best efforts (and use best efforts to cause all third parties) to protect and preserve the facilities and equipment from damage and loss and to use best efforts provide a safe environment for its use in accordance with Live Nation's instructions and those of the equipment's manufacturer, if applicable.

g. LICENSEE shall have the right to utilize fencing to ensure that only authorized persons may attend the Events.

h. The LICENSEE shall have full artistic control of its Events and performances and LICENSOR affirms LICENSEE'S right to free expression provided all other License obligations are satisfied.

i. The LICENSOR will provide waste containers and waste collection and removal each day of each Event as needed, in advance of and following the Events, to remove all waste created by the Events, including without limitation the waste created by concessionaires and third party contractors. LICENSOR shall provide a minimum number of dumpsters on the Premises each Event day for these purposes as mutually agreed upon by the parties.

j. LICENSEE shall provide LICENSOR with an adequate number (not to exceed 25) of non-transferrable credential passes for key LICENSOR working personnel to attend each Event.

k. All electrical connections must be made by a licensed electrical contractor. All electrical equipment shall be properly wired and meet fire underwriter's specifications. LICENSOR shall assure that all existing lighting on the Premises is functioning during each Event and at least seven (7) days prior to thereto all at the LICENSEE'S cost. The cost of all utilities and the connection thereto shall be the responsibility of the LICENSEE.

l. LICENSOR will provide the following police personnel and services during each Event:

On the Premises:

**As mutually agreed upon by the parties in the Event plan**

Outside the Premises for traffic control:

**As mutually agreed upon by the parties in the Event plan**

m. LICENSEE shall provide the LICENSOR'S Chief of Police a crowd control and security plan at least fifteen (15) days prior to each Event for comment and approval, which approval will not be unreasonably conditioned, withheld or delayed.

n. LICENSOR will provide LICENSEE full traffic management and logistics support and coordination prior to and during the Events regarding access to the Premises for equipment, supplies, contractors, vendors, patrons and employees. LICENSOR shall work collectively with the LICENSEE, State of New Jersey, South Jersey Transportation Authority and any other entity with an interest in the traffic management plan to assure sufficient support for Event transportation and Premises access. The LICENSOR shall produce a traffic and transportation plan for each Event no later than fifteen (15) days prior to that Event.

o. LICENSEE will provide an emergency health team and vehicles, including a health mobile, as appropriate for each Event.

p. Favored Nations. Should any other entity be afforded more favorable terms (financial or otherwise) for promoting live entertainment events at the Premises during the Term of the Agreement, then LICENSEE shall be provided notice thereof and the opportunity to receive the same terms for promoting its Events at the Premises.

#### **4. INTELLECTUAL PROPERTY:**

a. No party hereto shall use any name, trademark, service mark, or logo of the other for any purpose, without the prior review of all proposed uses by the owner of the name, trademark, service mark or logo and the express prior written consent of such owner. Notwithstanding the foregoing, LICENSEE may use the official name of the Premises in accurate and truthful advertising solely as a means for identifying the location of the Event. If LICENSEE chooses to sell recordings of the Event after the Event, LICENSEE may use the official name of the Premises with respect to the title and marketing of such recording to accurately identify the location of such recording.

b. As between the parties, LICENSEE shall own all video, images, sound and other recordings ("Recordings") arising out each Event which it may exploit as it desires. LICENSEE will allow LICENSOR to use the same to promote the Event, subject to prior approval of LICENSEE (and any other required third parties) as to each use; however, any reuse, reprogram or distribution is subject to a separate license agreement and royalty rate.

c. LICENSEE will assume all costs arising from LICENSEE'S use of patented, trademarked, franchised or copyrighted music material, devices, processes, or dramatic rights used by LICENSEE at the Events.

d. LICENSOR agrees that it may not create a recording, either visual or audio of any kind of the Events.

## 5. INSURANCE

- a. LICENSEE shall obtain, at its own cost and expense, Commercial General Liability insurance in the name of the LICENSEE, which insures all operations of the LICENSEE contemplated by this Agreement, and the contractual assumption of liability reflected by this Agreement and names the City, its elected or appointed officials, officers, employees and agents as Additional Insureds in accordance with ISO Form CG 20 26 04 13 Additional Insured – Designated Person or Organization. Such General Liability insurance shall be written with minimum limits of liability of \$10,000,000 per Occurrence Combined Single Limit for Bodily Injury, Property Damage, including Products/Completed Operations Liability, \$10,000,000 Personal Injury Liability and \$15,000,000 General Aggregate and \$15,000,000. Products/Completed Operations aggregate. LICENSEE may comply with the required limits through a combination of General Liability and Excess Liability policies. Excess Liability policy shall provide the same coverage as the Commercial General Liability policy. If the General Liability coverage for the Events is included in a policy that covers other operations or events, the General Aggregate shall apply separately to each Event. LICENSEE'S General Liability Policy shall include coverage for terrorism. The parties agree that the Premises, as described in Exhibit A, shall be considered a rented premises for purposes of this section.

All policies of the LICENSEE required under this Agreement shall be primary and noncontributory with respect to the liability assumed under this Agreement by LICENSEE.

If the LICENSEE is the seller of alcohol at the Events, LICENSEE shall provide Liquor Liability coverage (\$5,000,000) either as an endorsement to the General Liability and Excess Liability policies or a separate policy. If a separate policy, the City, its elected or appointed officials, officers, employees and agents shall be named as Additional Insureds.

All policies required by this agreement shall be issued by a carrier authorized to provide this insurance in New Jersey and have a minimum AM Best Rating of A-VIII.

All contractors, subcontractors or vendors (collectively referred to as Third Parties) retained by the LICENSEE shall have General Liability limits as detailed below. The limits apply in the aggregate. The failure of a Third Party to maintain the required limit shall not be considered a breach of this Agreement by LICENSEE.

1.	Food Vendors	\$2,000,000.
2.	Craft vendors	\$1,000,000.
3.	Amusement ride operators	\$5,000,000.
4.	Any animal attractions	\$2,000,000.
5.	Security Company	\$5,000,000.
6.	Fireworks/Pyrotechnics	\$5,000,000.
7.	Equipment Rental including installation	\$5,000,000.
8.	Construction Trades	\$2,000,000.

If any such Third Party serves alcohol at the Events, they shall be required to have Liquor Liability coverage with a \$5,000,000 limit as referenced in the first paragraph.

LICENSEE shall supply the LICENSOR with a list of all Third Parties (as defined above) and contact information and will actively assist LICENSEE in obtaining Certificates of Insurance with required Additional Insured language and waivers of subrogation.

LICENSEE shall carry Auto Liability insurance in the amount of \$1,000,000 for any auto and name the City of Atlantic City, its elected or appointed officials, officers, employees and agents as an Additional Insured. All Third Parties operating vehicles at the Events or crossing the Boardwalk in connection with the Events will carry a minimum of \$100,000 in Auto Liability coverage and the LICENSEE will use reasonable efforts to require such Third Parties to include the City of Atlantic City as an Additional Insured.

b. LICENSEE shall also obtain, at its own cost and expense, Workers Compensation insurance for any obligations that LICENSEE may have with respect to the statutory obligations of the New Jersey Workers Compensation and Occupational Disease Laws.

LICENSEE shall also require all Third Parties to provide Workers Compensation insurance for any obligation that the third party may have with respect to the statutory obligations of the NJ Workers Compensation or Occupational Disease Laws.

This insurance shall apply to all Sole Proprietor, Partner or LLC Member and the certificate of insurance must state they are not excluded.

c. The LICENSEE shall include a waiver of subrogation in favor of the City for all policies listed in Section 5a. This does not apply to Workers' Compensation if not allowed by State law.

d. Except to the extent LICENSOR employees provide security or any other services for the Events, as between the parties LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to said Premises by consent of LICENSEE, or by or with the consent of LICENSEE'S employees or any person acting for or on behalf of said LICENSEE.

e. Certificates of all such insurance shall be provided to the LICENSOR upon execution of this Agreement and shall be subject to approval by the City's Risk Manager, such approval not to be unreasonably conditioned, withheld or delayed. LICENSEE shall immediately notify the LICENSOR of any cancellation or significant alteration to any policy required herein when such cancellation or alteration shall take effect during the Term of this agreement.

## **6. INDEMNIFICATION**

a. LICENSEE agrees to conduct its activities upon the Premises so as not to endanger any person lawfully thereon; and to indemnify, defend and save harmless the LICENSOR, its respective elected and appointed officials, officers, employees and agents against any and all claims for loss, injury or damage to persons or property, including claims of employees of LICENSEE or any contractor or subcontractor of LICENSEE, arising out of the activities conducted by LICENSEE, its agents, members, performers, alcohol concessionaires or guests, excepting claims arising solely from the negligence or willful misconduct of LICENSOR, its respective directors, officers, agents and employees. LICENSEE will not do, or permit to be done, anything in or upon any portion of the premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Premises of which LICENSEE has been advised by LICENSOR in writing.

LICENSEE shall use reasonable efforts to include the City as an indemnified party in indemnification provisions in its vendor agreements with Third Parties.

b. LICENSEE agrees to pay promptly all taxes, excise or License Fees and to take out all licenses or permits for use of licensed space as required by Federal, State, or local laws or ordinances and LICENSEE agrees to provide evidence of same to LICENSOR upon demand.

c. LICENSEE agrees that LICENSEE'S use of premises shall abide by, conform to, and comply with all laws of the UNITED STATES and the State of New Jersey and the local rules, regulations, ordinances and licenses of the LICENSOR. If the attention of LICENSEE is called to a violation on the part of LICENSEE or any personnel employed by said LICENSEE, LICENSEE will immediately desist from and correct such violation.

d. LICENSEE agrees that at all times it will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and valid requirements by duly authorized governmental agencies responsible for public safety to assure such safety where applicable.

## **7. RELATIONSHIP**

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties nor to create an agency partner relationship between parties. Neither party shall hold itself out as a partner, joint investor or agent of the other under this Agreement.

## **8. PREMISES DELIVERY AND RETURN**

a. LICENSOR will provide the Premises reasonably clean to LICENSEE at the beginning of Term, free of all debris and hazards and with all lights, equipment and plumbing fully operational.

b. LICENSEE shall return the premises in the same, clean condition as provided by LICENSOR at the end of the Term, ordinary wear and tear excepted. LICENSEE shall return the premises in the same, clean condition as provided by LICENSOR at the beginning of set-up prior to the first Use Term, ordinary wear and tear excepted. If the Premises or any portion thereof, are damaged by the act, default, or negligence of LICENSEE its agents, contractor or its patrons, during the Term, the LICENSEE will pay to LICENSOR the actual and documented costs to repair such damages to the extent any such costs exceed the Security Deposit. The parties will conduct customary inspections of the Premises prior to the first Use Term and again as LICENSEE is completing clean-up following the final Event. During such inspections, the parties will assess and identify, as applicable, pre-existing conditions and any damages that may have occurred during LICENSEE'S use. Following the final inspection, the parties will consult and agree in good faith as to what, if any, damages will be the responsibility of, and paid for by, LICENSEE. In no event shall LICENSEE be responsible for (a) any pre-existing conditions; (b) damages caused by LICENSOR or its employees, agents or contractors; or (c) any damages not identified in the final inspection or reasonably promptly thereafter.

In the event that LICENSEE shall leave any property on the premises after the termination of the Term, LICENSOR may upon five (5) days written notice, dispose of said property as it may see fit. whether by selling the same, destroying it, or otherwise arranging for its removal from the premises, taking full title and using the property as a source of funds for the expense of such removal, storage or otherwise. The proceeds of any such sale may be retained as a consideration for the cost of removing the same.



LICENSOR will, at LICENSEE'S request, accept delivery of property addressed to LICENSEE only as a service to LICENSEE, and LICENSEE will indemnify and hold harmless LICENSOR for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time, except for gross negligence or willful misconduct by LICENSOR.

## **9. REPRESENTATION AND WARRANTY OF FITNESS**

To LICENSOR'S knowledge, the Premises are safe for LICENSEE'S intended purpose of putting on the Events. LICENSOR has fully disclosed in writing to LICENSEE any hazards it is aware of related to the Premises, including, without limitation, any hazardous wastes that are on or were previously removed from the Premises or any other condition that could be a health or safety issue to the attendees of the Events related to the Premises.

## **10. FORCE MAJEURE**

a. If an Event cannot take place, in whole or in part, because of an Act of God, National Emergency, war, labor dispute, fire, casualty or other unforeseen occurrence or any other cause beyond the control of either party or which either party is unable to avoid by exercise of due diligence, neither party shall have any obligation or liability to the other relating to the Event as a result thereof. In such event, the parties shall each work together in good faith to resume performance, including but not limited to rescheduling the Event, if, in the opinion of LICENSEE, resuming performance and/or rescheduling is commercially feasible.

b. In case the Premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this License by the LICENSOR impossible, including but without limitation thereto, the requisitioning of the Premises by the United States Government or any arm or instrumentality thereof, then and thereupon, this License will terminate and the LICENSEE shall not pay the License Fee and each party hereby waives any claim for damages or compensation against the other party should this License be so terminated. Should it become necessary in the judgment of the LICENSOR to evacuate the premises during a given Event because of a bomb threat or for other reasons of public safety, the parties, in conjunction with applicable public authorities, will determine whether it is safe to continue the Event when/if the public safety concern is resolved. If it is not possible to complete presentation of the Event, License Fee shall be forfeited, prorated, or adjusted in good faith by the parties based on the situation.

## **11. JURISDICTION/VENUE**

The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of New Jersey, without giving effect to the principles of comity or conflicts of laws thereof. The Parties hereto knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be the state and federal courts in and for Atlantic City, New Jersey. All parties hereto hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

## **12. LIMITATIONS IMPOSED BY LAW AND PRIOR AGREEMENTS**

All provisions of this Agreement are subject to all applicable requirements, limitations, and conditions of the federal, state and local codes, laws, ordinances, regulations, other beach License Agreements. Further, it is understood and agreed that LICENSEE'S use of any benefits received hereunder are subject to and must be utilized in accordance with all applicable federal, state, local, rules, regulations, laws, codes, ordinances.

## **13. RESERVATION OF RIGHTS**

LICENSOR and LICENSEE, reserves all rights not expressly granted to the other in this Agreement.

## **14. ENTIRE AGREEMENT/COUNTERPARTS**

This document, including the cover page and the Exhibits contain the entire agreement of the parties relating to the subject matter contained herein. There are no promises, terms, conditions, rights or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto. This Agreement may be executed in several counterparts that together shall constitute but one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this Agreement. This is a severable agreement and, in the event that any part or parts hereof shall be held to be unenforceable, then it is the intention of the parties hereto that such part or parts shall be enforceable to the full extent permitted by law and, in any event, that all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part has never been a part thereof. No party may assign this Agreement without the prior written consent of the other party.

## **15. NO CONSTRUCTION AGAINST DRAFTING PARTY**

Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

## **16. CONFIDENTIALITY**

Except as required by law, this Agreement, the terms and conditions contained herein and details of ensuing negotiations will remain confidential among the parties to the transaction and no proposals, License drafts or summaries of any kind will be distributed, copied or otherwise transmitted, orally or in writing, to any entity or person, except authorized employees or agents of the LICENSEE and LICENSOR.

## **17. RIGHT TO EJECT**

LICENSOR reserves the right to eject or cause to be ejected from the premises any person or persons at any Event which LICENSOR determines to be (i) violating the law or (ii) a safety risk to the Event. LICENSOR shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by LICENSOR of such right.

## **18. DEFAULT**

LICENSEE further covenants that, if any default is made in the payment of any amount due under this Agreement or any part thereof at the times above and herein specified, or if any default is made in any material covenant or agreement therein contained, and LICENSEE has not cured the default within a reasonable period of time following written notice thereof from LICENSOR, this permit and the relationship of the parties at the option of the LICENSOR shall cease and terminate and the relationships of the parties shall be the same in all respects as if said term had fully expired and the said LICENSOR may re-enter the premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and the said LICENSEE shall notwithstanding such re-entry, pay the full amount of said License Fee as herein agreed to be paid. In case legal action is instituted by a party to enforce compliance with the Agreement, the prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

LICENSOR covenants that, if any default is made in any material covenant or agreement herein contained, and LICENSOR has not cured the default within a reasonable period of time following written notice thereof from LICENSEE, LICENSEE shall be entitled to terminate this Agreement in addition to any other rights or remedies available to it at law or in equity.

In case legal action is instituted by either party to enforce compliance with this agreement, the substantially prevailing party shall be entitled to the costs of the suit and reasonable attorney's fees.

## **19. CIVIL RIGHTS**

LICENSEE agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, or any other reason prohibited by law and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

## **20. ASSIGNMENT**

LICENSEE agrees that LICENSOR'S consent shall be required for any sub-licensing of LICENSEE'S interest or rights under this Agreement after written notice to LICENSOR to any entity in which LICENSEE holds an interest. For the avoidance of doubt, contracting with Third Parties to provide services in connection with Events as provided herein shall not be considered "sub-licensing".

## **ACCEPTANCE OF TERMS AND CONDITIONS:**

The undersigned individuals each warrant that they are authorized to execute and deliver this agreement on behalf of the entity for which they are signing.

[Signature Pages Follow]

[LICENSOR'S SIGNATURE PAGE]

This agreement is effective as of the date of the Mayor's signature.

**ATTEST:**

**CITY OF ATLANTIC CITY**

Paula Geletei  
Paula Geletei, City Clerk

Donald A. Guardian  
Donald A. Guardian, Mayor

DATE: 8/9/17

The within Agreement approved as to form and execution.

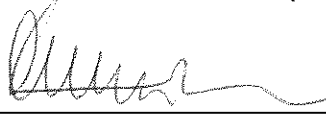
Date: 8-9-17

By: Michael J. Perugini  
Michael J. Perugini, Esquire  
Deputy City Solicitor

[LICENSEE'S SIGNATURE PAGE]

ATTEST

**RED BULL GLOBAL RALLYCROSS (RBGRC)**

By: \_\_\_\_\_ By:  \_\_\_\_\_  
Chip Pankow, COO

Dated: \_\_\_\_\_

# Resolution of the City of Atlantic City

No. 167

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Deputy City Solicitor /s/ Michael J. Perugini

Business Administrator Jason Holt

Prepared by City Solicitor's Office

Council Members SMALL, KURTZ & MARSH present the following Resolution:

## RESOLUTION TO APPROVE A LICENSE AGREEMENT FOR A MOTORSPORT RALLYCROSS AT BADER FIELD

**WHEREAS**, Red Bull Global Rallycross ("RGBRC") has requested, and the City desires to grant, a license to RGBRC use a certain area of Bader Field on August 12, 2017 and August 13, 2017 for a Motorsport Rallycross event; and

**WHEREAS**, the proposed Motorsport Rallycross event will have a significant economic impact for the City; and

**WHEREAS**, the attached License Agreement requires that RGBRC shall pay the City and be responsible for all costs related to Police Detail, Fire Detail, Risk Management/OEM Services and for costs of the City's Public Works Department incurred for the event; and

**WHEREAS**, the City shall manage parking for the event and 100% of the proceeds from parking shall be the property of the City of Atlantic City; and

**WHEREAS**, the License Agreement also requires insurance and indemnification to protect the City's interest against claims related to the use of the Bader Field for the Motorsport Rallycross event; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest to the attached License Agreement with RGBRC for the use of Bader Field to hold a Motorsport Rallycross event and any ancillary agreement that may be required by the State of New Jersey for the issuance of an alcoholic beverage concessionaire license including a Concessionaire's Agreement in the form required by the State;

**BE IT FURTHER RESOLVED** that this event is contingent upon approval by the State.

SH March 27, 2017 9:14 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
CHENG	X						MARSH	X				X	
DELGADO	X						RANDOLPH	X					
GILLIAM	X						SHABAZZ	X					X
KURTZ	X						TIBBITT	X					
SMALL, PRESIDENT								X					
X-Indicates Vote    NV-Not Voting    AB-Absent    MOT-Motion    SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: MARCH 08, 2017

/s/ Paula Geletei, City Clerk