



TRACK OWNER: _____

(Full legal name)

Attn: _____

Address: _____

Facsimile: (_____) _____

ADVERTISING SALES AGREEMENT

Track: _____

Address: _____

Check all of the following that apply:

? Official Track/Event Title Sponsorship

? Display Site License

? Advertising Sales

Event: _____

Event Date: _____

Event Title: _____

Advertiser: _____

(Full legal name)

Attn: _____

Address: _____

Facsimile: (_____) _____

Pursuant to this Advertising Sales Agreement ("Agreement"), Advertiser agrees to purchase from Track Owner the right to display its advertising message ("Content") on Track Owner's Advertising Space at the Track as follows:

Advertising Space		Payment Due	Display	Fee
Location	Size/Dimensions	Date(s)	Date(s)	

Other Consideration (Describe any other items or benefits to be received by Track Owner):

Promotional Opportunities & Privileges (Describe any and all Promotional Opportunities & Privileges provided by Track

Owner to Advertiser in addition to use of the Advertising Space):

Track Owner Marks (Describe or attach samples of Track Owner Marks, if any, that Advertiser is permitted to use):

Other Terms (Including any variations from the Standard Terms and Conditions):

Advertiser acknowledges that a duly authorized representative of Advertiser has read and understands this Agreement, including the Standard Terms and Conditions attached hereto, and acknowledges and agrees that Advertiser will be bound by all terms and conditions contained in this Agreement. Advertiser understands that this Agreement does not bind Track Owner until it is accepted in accordance with the Standard Terms and Conditions.

Agreed and accepted by Advertiser:

By: _____ / _____ Date: _____
Signature Printed Name/Title

Agreed and accepted by Track Owner:

By: _____ / _____ Date: _____
Signature Printed Name/Title

ADVERTISING SALES AGREEMENT – STANDARD TERMS AND CONDITIONS

In consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. **Agreement.** A binding agreement between Track Owner and Advertiser shall come into effect only upon acceptance of this Agreement by an authorized representative of Track Owner and delivery of written confirmation by Track Owner that the Agreement has been accepted. The date on which Track Owner delivers the written confirmation of acceptance shall be the effective date of the binding agreement between Track Owner and Advertiser.
2. **Payment.** Advertiser shall pay Track Owner the Fee set forth on Page 1 which corresponds with each element of Advertising Space on or before the corresponding Payment Due Date. Advertiser's failure to use all or any of the Advertising Space provided to it for any reason does not release Advertiser from its obligation to pay all amounts due.
3. **Production, Installation, Maintenance, & Removal of Content.** Track Owner shall provide the Advertising Space ready to receive application of the Content. Advertiser shall use the services of a vendor approved by Track Owner for installation and removal of Content. Advertiser is responsible, at its expense, for installation, maintenance and removal of the Content. All installation, maintenance and removal activity shall be scheduled in advance with Track Owner and shall be subject to Track Owner's scheduling requirements. Advertiser is solely responsible for any damage or loss to its property.
4. **Approval.** All proposed Content, including, without limitation, messages, proportional schematic drawings and color and typeface specifications, must be submitted to Track Owner prior to installation. Track Owner may decline to display all or any part of the Content if Track Owner determines in its sole discretion that the Content as submitted is offensive, injurious or otherwise inappropriate for Track Owner or any event held at the Track. If Track Owner rejects all or any part of the Content, Advertiser shall modify the Content prior to installation so that it is acceptable to Track Owner. If Advertiser materially alters the Content after approval by Track Owner, the Content must be approved by Track Owner as an initial submission. Any costs associated with this process shall be paid by Advertiser, including the cost of preparation, removal and reinstallation of the Content.
5. **Promotional Opportunities & Privileges.** Track Owner hereby grants Advertiser the promotional opportunities and privileges, if any, set forth on Page 1 of this Agreement. Advertiser acknowledges that in the event one or more of the promotional opportunities or privileges set forth in this Agreement cannot be delivered or are otherwise unavailable, promotional opportunities or privileges of comparable value or exposure will be substituted in Track Owner's sole discretion. The parties agree that they will fully cooperate with each other in the design, coordination and implementation joint media promotions, advertising and design of the various promotional opportunities and privileges provided under this Agreement.
6. **Trademark License - Track Owner Marks.** Advertiser is hereby granted a non-exclusive, limited, terminable, non-transferable license to use the logos and trademarks, if any, set forth on Page 1 (the "Track Owner Marks") in the form, including quality standards and specifications, provided by Track Owner in mutually agreed upon advertising as provided in this Agreement. All advertising using the Track Owner Marks shall be subject to the pre-approval of Track Owner in each instance. All requests for approval shall be submitted to the Track Owner at the address set forth on Page 1. Requests not granted by Track Owner within 14 days shall be deemed denied. The license to use the Track Owner Marks shall terminate immediately following the final Display Date set forth on Page 1.
7. **Termination.** In the event of a material breach of this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party does not cure the breach within five days after receipt of the written notice, the non-breaching party may immediately terminate this Agreement upon provision of written notice to the breaching party. Notwithstanding the foregoing, a party may immediately terminate this Agreement by providing written notice of termination to the other party if (a) the other party voluntarily files a petition in bankruptcy, (b) an involuntary bankruptcy petition is filed against the other party, (c) the other party has a receiver appointed for its business or property or (d) the other party has an assignee or trustee appointed under the laws of the United States of America or any state. Further, Track Owner may immediately terminate this Agreement by providing written notice of termination to Advertiser in the event that any of the other agreements entered into by the parties designated on Page 1 expires or is terminated for any reason other than a breach by Track Owner. Upon termination of this Agreement, Advertiser shall remit payment of all amounts owed under this Agreement within 30 days of the date of termination.
8. **Indemnification.** Advertiser agrees to indemnify, defend and hold harmless Track Owner and its successors, assigns, officers, directors, agents, affiliates and employees (the "Track Owner Group") from any liability, injury, loss, damage, attorneys fees and costs resulting from claims for libel, slander, invasion of rights of privacy, infringement of intellectual property, infringement of right to publicity, or any injuries to person, property or reputation, to which any of them may be subjected resulting from the Content, whether or not the Content was reviewed by Track Owner prior to display.
9. **Miscellaneous.**
 - (a) **Collection Costs.** In the event of a material breach under this Agreement by the Advertiser, the Advertiser shall pay all expenses incurred by Track Owner in collecting amounts due, including, without limitation, all court costs and reasonable attorneys' fees.
 - (b) **Compliance with Laws.** Advertiser shall comply with all applicable laws, regulations and orders of any governmental body or governmental authority in performing its obligations under this Agreement.
 - (c) **Construction.** For purposes of resolving any dispute or ambiguity under this Agreement, the parties agree that this Agreement shall be interpreted and treated as though it were drafted without application of any rules of construction construing the Agreement either in favor of or against either party. The parties acknowledge that they have had the opportunity to review the terms and conditions of this Agreement with their respective legal counsel.
 - (d) **Entire Agreement, Etc.** This Agreement contains the entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement. This Agreement may only be modified or altered by written instrument duly executed by the parties. The parties are granted rights under this Agreement only to the extent expressly set forth in this Agreement. This Agreement does not confer any rights to admission to any event at the Track, nor any greater rights and privileges with respect to access to the Track than those accorded generally to holders of tickets for admission to events. This Agreement shall inure to the benefit of, may be enforced by, and shall be binding upon the parties, and their permitted successors and assigns. Advertiser may not assign its rights or obligations under this Agreement without advance written consent to such assignment by Track Owner.
 - (e) **Force Majeure.** Track Owner shall not be liable to Advertiser for delay in the performance of this Agreement by Track Owner, or for any delay, shortening or cancellation of any event ("Altered Event"), or for any damages suffered by Advertiser, to the extent any delay, Altered Event or nonperformance is due to causes beyond Track Owner's control, including but not limited to, acts of God, war, civil strife, acts of terrorism, rain, fire, strikes, inclement or severe weather, power outages or inability to obtain necessary labor or materials.
 - (f) **Governing Law and Choice of Forum.** In the event of any dispute under this Agreement, the laws of the state in which the Track is located shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, without regard to principles of conflicts of laws thereunder. The parties agree to submit to the exclusive jurisdiction and venue of the courts of the county and state in which the Track is located for any action arising out of this Agreement.
 - (g) **Headings.** The subject headings of the sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of this Agreement.
 - (h) **Non-waiver.** The failure of either party to insist in any one or more instances upon performance of any of the provisions of this Agreement or to pursue its rights under this Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.
 - (i) **Notices.** All notices or other communications to be given under this Agreement or which the parties may desire to give under this Agreement shall be in writing and (a) hand delivered personally, (b) sent by facsimile transmission if the transmitting party receives confirmation of successful transmission, or (c) addressed and sent by certified or registered mail, postage prepaid and return receipt requested to the parties at their respective addresses and/or facsimile numbers set forth on Page 1. All communications addressed in accordance with this Agreement shall be effective (i) when received, if delivered by certified or registered mail, (ii) on the date on which delivery is made, if personally delivered, and (iii) on the date of transmission, if by facsimile transmission with confirmation of successful transmission.
 - (j) **Relationship of the Parties.** The relationship of the parties created by this Agreement shall be that of independent contractors. Neither party shall have the power to obligate or bind the other in any manner, and Advertiser has no authority to represent that Track Owner is a guarantor of any product or service of Advertiser.
 - (k) **Remedies.** All rights and remedies provided in this Agreement shall be cumulative, and shall not be exclusive of one another or of any remedies available at law or in equity. Under no circumstances shall Track Owner be liable for consequential, special or incidental damages arising out of this Agreement.
 - (l) **Representations and Warranties.** Each party represents and warrants to the other party that such party has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, and that the execution and delivery of this Agreement have been duly authorized.

