

SPONSORSHIP AGREEMENT
BETWEEN
THE COUNTY OF MARIN AND FOX FACTORY HOLDING CORP.

This Sponsorship Agreement (AGREEMENT) made and entered into this April 22, 2014, by and between the County of Marin, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Fox Factory Holding Corp. (FOX), ("SPONSOR"), collectively the "PARTIES."

Whereas, COUNTY, through Marin County Parks, desires to build a 17-acre bike park on County-owned land at Stafford Lake County Park in Novato, and

Whereas, COUNTY has indicated that construction of this park shall be accomplished using donations, grants, gifts, and sponsorships, and

Whereas, SPONSOR is interested in assisting to fund construction of the bike park and has offered a sponsorship in the amount of \$100,000.

Therefore, the COUNTY and SPONSOR are entering into this AGREEMENT.

It is mutually agreed and understood that:

1. SPONSOR agrees to contribute to the cost of construction of Stafford Lake Bike Park in a total amount of \$100,000 over three years, paid to COUNTY as follows:
 - a. \$30,000 on or before June 1, 2014;
 - b. \$35,000 on or before June 1, 2015;
 - c. \$35,000 on or before June 1, 2016.

Failure to make timely payments will relieve COUNTY of its responsibility to provide the considerations described in Paragraph 2.

2. In consideration of this sponsorship, COUNTY agrees as follows:
 - a. When constructed, the bike park shall remain open to the public for a period of at least seven (7) years following the date that any portion of the bike park opens to the public, except for periodic wet season closures. In the event of permanent closure, COUNTY will refund SPONSOR's contribution at a rate of \$14,286 for each full year less than seven (7) years that the bike park is closed.
 - b. The bike park will be maintained in a fashion that attracts visitors, including removal of litter and trash, repair of trails and features, and other routine maintenance as required. Maintenance will be performed by COUNTY, its staff, volunteers, or contractors.
 - c. SPONSOR shall be permitted to conduct, without fee, one (1) event at the bike park per year for the first five (5) years, and two (2) events per year in years six and seven, for a total of nine (9) events. Events will be subject to COUNTY rules and regulations, availability, and 30-day notice of event to COUNTY. Parking fees are not waived for these events. SPONSOR agrees to reimburse COUNTY for all staff costs and support associated with each event.
 - d. The "Gravity Zone" will be sponsored by SPONSOR and a trail/feature sign consistent with other park signage will be placed in an obvious location within the bike park identifying the feature as the "FOX Gravity Zone" or similar. Final wording to be determined at the time of the sign's creation. Temporary signage during first phases of construction to be placed until the "Gravity Zone" is built. Size and location of SPONSOR's name and/or logo on a recognition panel within the park will be commensurate with the amount of the SPONSOR's donation when appearing with other sponsor's logos.

- e. SPONSOR shall be permitted, without fee, to host five (5) service/clinic events per year. These events are intended to provide value to park goers in the form of education on proper bike suspension setup, field suspension service, and offer special deals on product. The race tech vehicle used will not be more than 20' x 9'. In addition, one 20' x 9' tent or other clinic support structure will be permitted. Dates of the events must be approved in advance by the COUNTY.
 - f. SPONSOR has the right to utilize the Stafford Lake Bike Park logo in advertisements and promotional items with prior written approval from COUNTY, which shall not be unreasonably withheld.
3. Occurrences Authorizing Early Termination. Without waiving any legal rights or remedies either party may otherwise have, if one of the parties to this Agreement shall commit a material breach or default under any of the terms and conditions of this Agreement, or shall fail in any of its representations or warranties hereunder, and shall fail within fifteen (15) days of written notification thereof to cure such breach, default or failure, the other party may immediately terminate this Agreement by written notice to the breaching party. In the event of termination by SPONSOR, COUNTY shall retain SPONSOR's contribution at a rate of \$14,286 per year from the date that any portion of the bike park opens to the public until termination.
 4. SPONSOR'S interest created by this agreement may be subject to property taxation if a possessory interest is created, and SPONSOR may be subject to the payment of property taxes levied on the interest.
 5. COUNTY hereby agrees to indemnify and hold Sponsor and its officers, owners, directors, employees, shareholders, agents, representatives, transferees, successors, heirs and assigns, harmless from all claims, actions, loss, liability, damage, cost or expense including but not limited to direct, indirect and consequential losses of whatever nature and whatever cause (including but not limited to reasonable attorney and legal fees) arising out of any claims or suits which may be brought or made against Sponsor by reason of any acts or omissions of COUNTY or its employees, trail crew, members, officers, directors, employees, agents, or representatives related to the operation of the Stafford Lake Bike Park. COUNTY shall be liable for all losses, costs, expenses, damages or recoveries (including without limitation amounts paid in settlement), suffered, made or incurred by either SPONSOR or COUNTY in connection with any third party claim arising out of any acts or omissions of COUNTY or its employees, trail crew, members, officers, directors, employees, agents, or representatives related to the operation of the Stafford Lake Bike Park.
 6. The terms of this AGREEMENT may be revised or modified only with the prior written consent of both COUNTY and SPONSOR. Neither this Agreement nor any interest herein shall be assigned, transferred, hypothecated or otherwise conveyed, whether by operation of law or any other means, by COUNTY, without the prior written consent of the SPONSOR, which may grant or deny its consent in its sole discretion. Any conveyance in violation of this Section shall be void and shall constitute a breach entitling the SPONSOR to terminate this Agreement.
 7. This AGREEMENT shall remain in force for a period of seven (7) years following the date that any portion of the bike park opens to the public.

Fox Factory Holding Corp.

President

County of Marin

President, Board of Supervisors

Attest:

Clerk of the Board

Approved as to Form:
DEPUTY COUNTY COUNSEL

By: _____