

CONTRACT BETWEEN THE CITY OF DETROIT  
AND  
DETROIT BELLE ISLE GRAND PRIX, INC.  
d/b/a DETROIT GRAND PRIX

AND PERMIT FOR THE DETROIT GRAND PRIX RACES  
AND TEMPORARY CLOSING OF CITY STREETS

THIS CONTRACT, effective on \_\_\_\_\_, 2025 is entered into by and between the CITY OF DETROIT, a Michigan municipal corporation acting by and through its Department of Public Works, having its principal offices at 2 Woodward, Suite 611, Detroit, Michigan 48226 (hereinafter referred to as the "City") and DETROIT BELLE ISLE GRAND PRIX, INC., a Michigan nonprofit corporation d/b/a Detroit Grand Prix, having its principal offices at 300 Renaissance Towers, Suite 2311, Detroit, Michigan 48243 (hereinafter referred to as "DGP").

WITNESSETH:

WHEREAS, the State of Michigan has enacted the City Motor Vehicle Racing Act of 1981 (the "Act" as hereinafter defined), which provides for the issuance of a permit by a city for motor vehicle racing events; and

WHEREAS, the Act provides that a permit must be issued pursuant to the Act for Racing Events (as hereinafter defined) to be conducted on city streets; and

WHEREAS, the City and DGP entered into a certain contract for the Detroit Grand Prix Races and Temporary Closing of City Streets effective on November 17, 2021, for the 2023 through 2025 Grand Prix Races; and

WHEREAS, DGP conducted Grand Prix Races in the City on certain City streets in 2023 and 2024; and

WHEREAS, DGP will conduct the 2025 Grand Prix Races scheduled for May 30, 2025, through June 1, 2025; and

WHEREAS, DGP intends to conduct Grand Prix Races in the City on certain City streets in 2026, 2027, and 2028, subject to the terms of this Contract; and

WHEREAS, DGP and its plans for the 2026 through 2028 Grand Prix Races have demonstrated the ability to protect the health, safety, and welfare of the citizens of the City and those attending the Racing Events; and

WHEREAS, the Grand Prix Races have attracted fans to the summer celebration and have delivered a television audience of over a million viewers. The media coverage, fundraising activities and community participation demonstrate that the Grand Prix Races positively impact the City of Detroit; and

WHEREAS, the City Council of the City has adopted a resolution (hereinafter referred to as the "Resolution") declaring the Racing Events to be for public purposes, including the promotion of commerce and tourism and for the benefit of the residents of the City.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings, and benefits to accrue to the parties and to the public, the parties hereby agree as follows:

## ARTICLE 1. DEFINITIONS

1.01 The following words and expressions or pronouns used in their stead, shall wherever they appear in this Contract, be construed as follows:

The "Act" shall mean the City Motor Vehicle Racing Act of 1981, MCL 257.1701, et seq.

"Associates" shall mean in reference to DGP, its personnel, employees, consultants, subcontractors, agents, parent company, or any entities associated, affiliated, or subsidiary to DGP, now existing or hereinafter created, their agents and employees.

"Circuit Area" will be located in the City in an area designated by DGP with the agreement of the City as set forth on the attached Exhibit E, and sometimes also referred to as the "Property" and which includes the land and structures within the Circuit Area. The Circuit Area is located in a circuit venue, portions of which (as identified on Exhibit E) are subject to certain responsibility of the State of Michigan and General Motors LLC and occupied by DGP and its Associates under separate arrangements.

"Circuit Improvements" shall include the resurfacing and re-curbings, where needed, of the roadways in the Circuit Area, and such other site improvements from year to year, which are deemed necessary to comply with the Racing Group's specifications and shall include that area commonly known as the Paddock used for the repair of vehicle during racing events.

"City" shall mean the City of Detroit, a municipal corporation, acting through the Departments named in the Contract as contracting for the Services herein on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Concession License" shall mean a license to sell, sublicense and distribute beverages, alcoholic and non-alcoholic, all types of food stuffs, and all types of other goods, including, by way of example and not limitation, T-shirts, sweat shirts, other items of clothing, patches, posters, postcards, toys, banners, binoculars, beer mugs, telescopes, cameras and film in the Circuit Area during the Racing Events.

"Contract" shall mean each of the various provisions and parts of this document including all Exhibits and Amendments as set forth herein. It shall denote a contract executed and approved by the appropriate City Department and by the City Council.

"Contract Products" shall include all finished or unfinished original documents or copies, (when originals are unavailable) of data studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, and other materials prepared by DGP in achieving the objectives of this Contract.

"DGP" shall mean the Detroit Belle Isle Grand Prix, Inc., a Michigan nonprofit corporation d/b/a Detroit Grand Prix, the contracting party hereto, whether incorporated as a firm or individual or whether a partnership or any combination thereof, and its heirs or successors, personnel, representatives, executors, administrators and assigns.

"Grand Prix Races" shall mean the actual races which are designated as such by the Racing Group and called the Grand Prix Races.

"Hazardous Material" shall mean asbestos, ACBMs, PCBs, petroleum products, such materials as paint thinner, solvents, gasoline, oil, etc., and other material, the manufacture, use, treatment, storage, transportation or disposal or which is regulated by federal, state or local laws governing the protection of public health, natural resources, or the environment.

"Load In" shall mean that day which is thirty-nine (39) days before the commencement of each Racing Event, that being the first date on which DGP, its agents, employees, subcontractors and sublicenses can bring material onto the Circuit Area for the purpose of preparing for that year's Racing Events, absent exigent circumstances or approval from the City (which will not be unreasonably withheld).

"Load Out" shall mean that day which is three (3) weeks after the conclusion of each Racing Event, that being the date by which DGP, its agents, employees, subcontractors and sublicenses must have removed any and all material that they have brought on, or created on, the Circuit Area, absent exigent circumstances or approval from the City (which will not be unreasonably withheld).

"Participants" shall mean the drivers and vehicles participating in the Grand Prix Races and the Racing Events.

"Racing Events" as defined by Section 2(d) of the Act, being MCL 257.1702(d), shall mean those events, referred to herein collectively, held on the Circuit Area from 7:30 a.m. on the Friday preceding the weekend of the Grand Prix Races to 8:00 p.m. on the day of the completion of the Grand Prix Races, including practice and qualifying events and incidental and related racing and sporting events. Authorized activities to be held on the Circuit Area are allowed to commence at 7:00 a.m. and end at 10:00 p.m. each day, but on-track competitive racing, preparation, and practicing activities on the Circuit Area shall not commence earlier than 8:00 a.m. and be completed by 8:00 p.m. each day.

"Racing Group" shall mean the racing organization(s) or group(s) selected by DGP, in its sole discretion, to sanction the Racing Events.

"Records" shall mean all books, ledgers, journals, accounts, documents, writings and all other collected data, wherein are kept all entries reflecting the carrying out of the objectives and related responsibilities of this Contract.

"Responsibilities" or "Contract Work" shall mean all Work or Responsibilities that are expressly set forth in this Contract, and its Exhibits, or impliedly required to be performed in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of DGP, who or which contracts with DGP, directly or indirectly, to perform in part or assist DGP in achieving the objectives of this Contract.

"Unauthorized Acts" shall mean any acts by DGP or by a City employee, agent or representative that are not contained herein and were never approved by City Counsel as part of this Contract.

"Work" shall mean the work necessary to the conduct of the Racing Events and all other activities authorized by this Contract, excluding improving the Circuit Area, as required of the City under this Contract, but further including the erecting, maintaining, and dismantling of bleachers, barricades, fences, guard rails, grandstands, pedestrian bridges, temporary television and radio broadcasting facilities ("Racing Event Work") and performance of restoration work related to the Racing Event Work.

## **ARTICLE 2. GRANT AND TERM OF RACING PERMIT**

2.01 Grant and Term of Racing Permit: City hereby grants to DGP an exclusive permit, pursuant to the Act, to hold Grand Prix Races and the Racing Events, in the City during the calendar years 2026, 2027, and 2028, on the dates scheduled by DGP, the Racing Group and the City. The dates of each year's Racing Events shall be determined at least ninety (90) days in advance of the Racing Events, but are anticipated to be the Friday, Saturday, and Sunday following the observed Memorial Day holiday of 2026, 2027, and 2028, or DGP will have the right not to hold the Racing Events for that calendar year. The City agrees that it will not issue a permit for a "racing event" within the meaning of the Act to anyone other than DGP within the Circuit Area during the period commencing forty-five (45) days before the commencement of the Racing Events and concluding forty-five (45) days following the completion of the Racing Events for the conduct of an open-wheel race car or sports car or stock car race among professional motorcar drivers.

## **ARTICLE 3. GRANT AND TERM OF USE LICENSE**

3.01 Grant and Term of Use License: City hereby grants to DGP a license ("Use License") each year, for the year 2026, 2027, and 2028 to occupy and use the pedestrian and vehicular public rights-of-way within the Circuit Area which are in the jurisdiction of the City and to further occupy and use such City-owned property within the Circuit Area with the prior consultation and written consent of the City, for the sole purpose of performing the Work necessary to the conduct of the Grand Prix Races and the Racing Events and all other activities authorized by this Contract and Permit, including improving the Circuit as provided in Article 10. City represents that it has not granted, and agrees that it will not grant, any leases, licenses or concessions to third parties in connection with any use of the Circuit Area during the same days of each year's Racing Events.

3.02 In addition to the Use License, DGP shall complete the City's special events permit application for each year's Grand Prix Races and Racing Events in order to coordinate the necessary City resources for the Grand Prix Races and the Racing Events, as required in Section 6.03(6).

3.03 DGP shall fence in and secure sections of the Circuit Area during the Racing Events. Entry to sections of the Circuit Area during the Racing Events shall be granted only to those persons with tickets, official passes or official credentials issued by or with the approval of DGP, and uniformed or authorized personnel of the: City's Public Works, Buildings, Safety Engineering & Environmental ("BSEED"), General Services, Health, Police, and Fire Departments. That portion of the City which is not contained within the Circuit Area shall be open to the public, and DGP shall exercise no dominion or control over such areas.

3.04 All Work required by Section 3.02 shall be performed by DGP, and shall be subject to this Contract and its Exhibits attached hereto and made a part hereof.

## **ARTICLE 4. GRANT AND TERM OF CONCESSION LICENSE**

4.01 The City hereby grants DGP a Concession License which shall exist in the Circuit Area and in such other areas adjacent to the Circuit Area agreed upon in writing each year by the City and DGP during the Racing Events, which DGP hereby agrees to exercise in accordance with Exhibit B Terms and Conditions and Permit with Respect to the Concession License, and the other terms of this Contract and its Exhibits.

## **ARTICLE 5. CITY'S RESPONSIBILITIES**

5.01 The City, through its applicable Departments, shall cooperate with DGP in the conduct of the Grand Prix Races and the Racing Events and shall do all things as may be necessary and permitted under the provision of Section 7 of the Act. The City has waived and suspended, and will continue such waiver and suspension of, the specific City of Detroit ordinances and traffic regulations relating to speed, noise limits, and traffic control devices within the Circuit Area during the Grand Prix Races and the Racing Events which are inconsistent with the conduct of the Grand Prix Races and the Racing Events. Such waiver and suspension shall only apply to the Participants and private emergency vehicles engaged by DGP for the Grand Prix Races and the Racing Events.

5.02 The City shall:

- (1) Cause all City streets, alleys and sidewalks within the Circuit Area to be temporarily closed to public vehicular and pedestrian access during the Racing Events.
- (2) Reroute pedestrian and vehicular traffic in the area outside the Circuit Area that impacts on the Circuit Area and provide all of the services as set forth in the attached Exhibit D, incorporated herein by reference, with staffing levels as reasonably determined to be adequate by the City.
- (3) Provide all permits, licenses, and similar approvals required hereunder or under any City ordinance or law at DGP's sole expense excluding this Contract and Permit for the Detroit Grand Prix Races and Temporary Closing of the City Streets.

5.03 The City shall provide police and fire/EMS personnel to enforce the temporary closure of streets, alleys, and sidewalks and to provide crowd control within the Circuit Area, but shall not be required to provide other security to the Circuit Area to which admission of the general public is restricted. DGP shall reimburse the City at the then current approved fee schedule rates for those police and fire/EMS personnel utilized in connection with the Racing Events including personnel used for traffic control on Jefferson Avenue in the vicinity of the Circuit Area. Prior to the conduct of the Racing Event, DGP and the City will mutually agree upon the number of police and fire/EMS personnel to be reimbursed.

## **ARTICLE 6. DGP'S RESPONSIBILITIES**

6.01 DGP may, in the conduct of the Grand Prix Races and the Racing Events, do all such things as may be permitted by Section 6 of the Act. DGP shall reasonably protect private property rights and ensure access to governmental facilities within the Circuit Area in accordance with Section 6 of the Act. DGP shall issue passes to such necessary personnel or those designated by the City to have access into the Circuit Area (including but not limited to Public Works, BSEED, General Services, Health, Police, and Fire Department personnel). In the response to calls for or the rendering of assistance, Detroit Police and Fire Department personnel shall not require permits or passes to enter any portion of the Circuit Area.

6.02 DGP shall duly comply with Section 12 of the Act and accomplish the restoration of the Circuit Area, as specified in Paragraph 8 of Exhibit A.

6.03 DGP further agrees to:

- (1) Take steps to ensure continued reasonably adequate security in those portions of the Circuit Area for which admission of the general public is restricted, including, but not limited to, bleachers, grandstands, pedestrian bridges, concession areas, hospitality suites, and ticket

booths, subject to the City's obligation to provide normal police functions, including crowd control.

- (2) Exert its commercially reasonable efforts to ensure that reasonably necessary facilities, consistent with the size crowd expected, are provided during the Grand Prix Races and the Racing Events.
- (3) Take steps to ensure the protection of the health, safety, and welfare of the people attending the Racing Events.
- (4) Pay the cost of installation, maintenance, removal, and rental of all special purpose street closure barricades necessary to effect the street closures and spectator or general public protection required for the Grand Prix Races and Racing Events.
- (5) Submit to BSEED all required applications and documentation required to obtain the required building and related trade permits per the Michigan Building Code, and obtain all required inspections and approvals.
- (6) Complete the special events permit application and submit same to the City's Media Services Department or other appropriate department for each year's Grand Prix Races and Racing Events, to obtain any and all required departmental permits and licenses and to facilitate the coordination of necessary City resources for the Grand Prix Races and the Racing Events.
- (7) Apply for a temporary campground license for proper authorization of trailers and campers from the Detroit Health Department, if required.
- (8) Erect, maintain, or display spectator and participant directional signs in and about the Circuit Area in locations which have been approved by the City, approval not to be unreasonably withheld or untimely delayed.

6.04 DGP shall provide, use and retain sales slips, cash register tapes or other devices for recording sales and receipts from operations as may be reasonably required and approved by the Director of the Finance Department. Further, DGP shall:

- (1) Maintain, in accordance with generally accepted accounting practices, separate books of account and records recording all transactions made for its operation of the Racing Events.
- (2) Keep all such records and books of account preserved and made available to the City for inspection or audit by the City, within twenty-one (21) days after request thereof by the City. Such records and books shall be kept by DGP not less than two (2) years after the end of the applicable Racing Event.

DGP agrees that its books and records shall, at the City's request, be audited by an independent certified public accounting firm, such as Deloitte & Touche LLP, at DGP's sole expense, which shall apply generally accepted auditing standards and whose audit report shall be made available to the City upon the City's request.

6.05 Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the Auditor General of the City of Detroit by the City Charter to audit and allow all accounts chargeable against the City.

6.06 DGP shall provide modern, efficient cash handling and cash control equipment sufficient to allow establishment of a complete and accurate audit trail. DGP shall maintain and follow financial control standards and procedures insuring that all transactions are properly recorded and that all receipts are promptly deposited and reconciled. DGP shall insure, through continuous review and inspection, that such standards and procedures are fully and accurately implemented in its operations, and those of its sub-licensees, and within the requirements of this Article.

6.07 DGP acknowledges and understands that its primary obligation and the City's principal purpose in entering into this Contract is to promote the conduct of major auto races and racing events in the City of Detroit in furtherance of its public purpose of enhancing the use and enjoyment of public facilities by the Public, and promoting the general welfare of the public, and to fulfill this obligation, in its conduct of operations and use of the Circuit Area hereunder, DGP shall at all times during the term hereof comply with and conform to all of the requirements of the Contract, and in particular shall provide, or contract with third parties to provide, the following:

- (1) DGP shall ensure barrier free accommodations, including wheelchair access for physically handicapped patrons for the Grand Prix Races and the Racing Events, into and within all food and beverage facilities, and rest room facilities accessible to such patrons, in compliance with the Americans with Disabilities Act and other applicable laws and regulations.
- (2) A comprehensive sanitation program to insure that the reasonable standards of cleanliness, and sanitation are maintained in the Circuit Area before, during and after the Racing Events. DGP shall provide adequate restrooms and hand washing facilities, as approved by the Detroit Health Department. DGP shall provide adequate numbers of appropriate refuse containers in and around the Circuit Area to accommodate refuse generated by its patrons and operations and shall empty the containers frequently so as to prevent overflow. DGP hereby agrees that the City may enter the Circuit Area at any time, without prior notice, to determine if sanitation maintenance is being performed to the reasonable satisfaction of the City. If the City determines that the required standards of sanitation maintenance are not being satisfactorily met or actively pursued, DGP shall correct the deficiencies immediately upon receipt of written notice of them. If such sanitation maintenance is not accomplished to the reasonable satisfaction of the City within a reasonable period immediately after DGP receives written notice, the City shall have the right, without further notice, and at DGP's expense and cost, to perform or cause performance of such maintenance as may be necessary.
- (3) Safety, security, crash-fire-rescue and first aid and emergency medical personnel, equipment and facilities at the Circuit Area at all times necessary to accommodate all Race- related needs for the Racing Events, Participants, spectators, DGP's concessionaires, sub-licensees or guests, or other individuals, but subject always to the City's, duties hereunder. DGP shall secure all dangerous and hazardous areas and materials and shall bear all responsibility for the protection of all persons from the same.

6.08 The advertising of and sale of television, radio, internet and other transmission rights and all other means of communication and graphic arts and souvenirs are rights of DGP as between the City and DGP.

#### **ARTICLE 7. PAYMENTS TO THE CITY**

7.01 DGP shall pay the City, on or before the ninetieth (90th) day after the end of each year's Racing Events, any amounts due and owing hereunder, including but not limited to those sums required by Paragraphs 5.02(3) and 5.03 by a check, made payable to the Treasurer of the City of Detroit.

7.02 If the City is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of DGP to perform or fulfill any one or more of the terms, conditions, covenants or agreements in the Contract, or as a result of any act or omission of DGP contrary to said terms, conditions, covenants or agreements, or on account of any negligence or omission of DGP, its officers, agents or employees, then DGP agrees to pay the sum or sums so paid or the expense so incurred, including all interest costs, damages, attorney's fees and penalties and the same may be added to any installment payments thereafter due hereunder, provided, however, that City has notified DGP in writing of such obligation or such sum and given DGP an opportunity to take responsive action as set forth in Article 12, Section 12.03 providing for curing default.

7.03 DGP shall pay the City interest on the amount due the City from the due date at an annual rate equal to the prime interest rate as determined by Comerica Bank, Detroit, Michigan, or its successor as of the day when delinquency occurs.

7.04 DGP shall pay the City all applicable taxes due the City of Detroit by DGP in connection with the Racing Events as provided by the City of Detroit ordinances. At the request of the City, DGP will provide the City with a list of its contractors' names and addresses.

#### **ARTICLE 8. INDEMNITY**

8.01 DGP agrees to indemnify, defend, and save and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by, or asserted against the City, or its employees, by reason of any of the following occurring during the term of this Contract:

- (1) Any negligent or tortious act, error, or omission attributable in whole or in part to DGP or any of its Associates, now existing or hereafter created resulting in personal injury, bodily injury, sickness, disease, or death to persons, or damage to, loss of, or destruction of tangible or intangible property, including the loss of use thereof, arising out of the conduct of the Racing Events whether occurring on City-owned property or elsewhere except for losses arising from the sole negligence or willful misconduct of City.
- (2) Any failure by DGP or any of its employees to perform its material obligations either implied or expressed under this Contract.

8.02 DGP undertakes and assumes all risk of dangerous conditions, if any, in and about any City premises or roadways and agrees to make an examination of all places where it will be performing the services in order to determine whether such places are safe for the performance of the services. DGP also agrees to waive and release any claim or liability against the indemnities for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises which are not owned by the City.

8.03 In the event any action or proceeding shall be brought against the City, or its employees, by reason of any matter for which the City is not liable pursuant to Section 11 of the Act or for which the City, or its employees, are indemnified and saved and held harmless hereunder, DGP upon notice from the City, shall, at its sole cost expense, resist and defend the same with counsel of DGP's choice; provided, however, DGP shall not admit liability on behalf of the City, or its employees, without the written consent of the City's Corporation Counsel or his/her designee.



8.04 DGP agrees that it is its responsibility and not the responsibility of the City to safeguard the property that it or its Associates use while performing this Contract. Further, DGP agrees to hold the City harmless for any loss of such property used by any such person pursuant to DGP's performance under this Contract, except for losses arising from the sole negligence or willful misconduct of City.

8.05 The indemnification obligation under this Article shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under Workers' Compensation Acts or other employee benefit acts.

8.06 DGP agrees that this indemnity provision shall apply to all matters described herein (whether the matter is litigated or not) which occur or arise between DGP or its Associates and the City and agrees to save and hold the City harmless, except for losses arising from the sole negligence or willful misconduct of City.

8.07 Notwithstanding anything in this Contract to the contrary, pursuant to Section 11 of the Act, the City and the State of Michigan shall not be liable for any damages that may result from the Racing Events because of loss or injury to any person or property.

8.08 DGP agrees to indemnify and save and hold harmless the City from and against the payment of any deductible (s) on any insurance policy(s) required to be furnished under this Contract and Permit by DGP and/or its contractors and/or Subcontractors.

8.09 In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the City is not liable pursuant to Section 11 of the Act or for which the Indemnitees are indemnified and saved and held harmless hereunder, DGP, upon notice from the City, shall, at its sole cost and expense, resist and defend the same with counsel of DGP's choice; provided, however, DGP shall not admit liability on behalf of the Indemnitees without the written consent of the City's Corporation Counsel or his designee.

8.10 DGP, on its behalf and on behalf of the City, shall obtain a "Waiver and Release from Liability" on the usual insurance waiver form from all Racing Events Participants and their personnel from radio and/or television companies covering the Racing Events and from any other person(s) and/or entity who/which may be in the areas of the Circuit Area to which admission of the general public is prohibited, including, but not limited to, the pit areas and racing surface.

8.11 Notwithstanding anything to the contrary in this Contract, GDP's indemnification obligations set forth in this Contract including, but not limited to, those described in this Article 8 shall survive termination of this Contract.

#### ARTICLE 9. INSURANCE

9.01 DGP shall maintain, at a minimum and at its expense, during the term of this Contract the following insurance:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
a. Workers' Compensation Employer's Liability	Statutory limit \$1,000,000 minimum each accident \$1,000,000 each disease \$1,000,000 each disease each person

- b. Comprehensive General Liability Insurance
    - 1. Bodily Injury
    - 2. Property Damage
- \$5,000,000 combined single limits

With the following coverage:

- 1. Spectator /Public Bodily Injury Liability
  - 2. Participant Legal Liability-Participant Bodily/Injury Liability-Participant to Participant Liability
  - 3. Property Damage Liability
  - 4. Independent contractor's liability
  - 5. Property damage from perils of explosion, collapse, or damage to underground utilities (XCU coverage)
  - 6. Blanket contractual liability coverage on all written contracts but only as respects liability arising out-of the operations of the Named Insureds (as hereinafter defined)
  - 7. DGP will cause the City of Detroit to be named as an additional insured on the spectator liability policies required by the Racing Group to be maintained for the Racing Events (minimum of \$10,000,000 combined single limits) and DGP will provide evidence of such naming to the City upon request prior to the commencement of the Racing Events
- c. Automobile liability insurance (covering all owned, hired and non-owned, vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law)
 

\$1,000,000 combined single limits for bodily injury and property damage
  - d. Umbrella/Excess Liability Insurance
 

\$40,000,000 for each occurrence
  - e. Participant Accident Insurance as is furnished to DGP by the Racing Groups in such amounts as the Racing Groups shall determine.
  - f. The commercial general liability policy shall state that the DGP's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts or, in the alternative, shall contain a specific endorsement worded substantially as follows:

“During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed by the insured under provision of the Contract between the City of Detroit and Detroit Belle Isle Grand Prix, Inc. d/b/a Detroit Grand Prix and Permit for the Detroit Grand Prix Races and Temporary Closing of City Streets effective on \_\_\_\_\_, 2025.”

g. If the general comprehensive liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured... except with respect to limits..." then, in the alternative, the public liability insurance policy shall contain the following cross liability endorsement:

“It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) been named.”

h. If DGP maintains broader coverage and/or higher limits than the minimum requirements shown above, the City shall be entitled to the broader coverage and/or the higher limits maintained by DGP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

9.02 If during the term of this Contract changed conditions or other pertinent factors should in the reasonable judgment of the City render materially inadequate the insurance limits, DGP will furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at DGP's expense, under valid and enforceable policies, issued by insurers of recognized responsibility which are well rated by national rating organizations and are reasonably acceptable to the City.

9.03 All policies shall name DGP as the insured except as otherwise stated. The City of Detroit shall be named as an additional insured on the certificates of insurance, without limitation, for all preceding coverages and shall be accompanied by a commitment from the insurer that such policies shall not be canceled, modified in any material respect adverse to the interest of the City, or reduced without at least thirty (30) days' prior written notice to the City. Certificates of Insurance evidencing such coverage and corresponding endorsements shall be submitted to the Office of the Chief Financial Officer, 2 Woodward Ave., Detroit, Michigan, 48226 prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

9.04 If any work in connection with the Circuit Improvements is sublet in connection with this Contract, DGP agrees to require that any applicable Subcontractors who names DGP as an additional insured party on their insurance coverage will also name the City of Detroit as an additional insured party and provide the City with certificates evidencing such coverage.

9.05 DGP shall be responsible for payment of all deductibles contained in any insurance required hereunder. The provisions requiring DGP to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the liability of DGP under this Contract.

9.06 Each year of this Contract and Permit the City shall review the above-stated insurance requirements. If the City determines that more or less or other insurance is necessary or appropriate to protect the interests of the City or other additional insured's under Section 9.02 above, DGP shall be notified in writing and shall obtain the requested additional types and limits of insurance at its sole cost and expense if commercially obtainable at a reasonable cost.

9.07 All insurance policies shall be effected under valid and enforceable policies issued by insurers licensed to do business by the State of Michigan or by a Surplus Line carrier on the Michigan Insurance Commissioner's approved list of companies qualified to do business in Michigan.

## **ARTICLE 10. CIRCUIT PAVING IMPROVEMENTS**

10.01 The City shall implement annually, at its cost and expense, for the term of this Contract such physical alterations and/or improvements to that portion of the public right-of-way within the Circuit Area, so as to cause the track to comply with the Racing Group's specifications for running a Grand Prix Race. DGP shall not be required to restore any portion of the Circuit Area which the City or anyone other than DGP has disturbed for purposes of City, PLD, utility, or other roadway or underground work. The City will ensure that all restoration of the surfaces and structures will be done to meet the specifications of the Racing Groups and of DGP.

10.02 In connection with DGP's fulfillment of its obligations under this Contract, the City recognizes that DGP's senior management has the unique background and experience of being the organizer and associated with the promoters and organizers of previous world-class automobile races, including previous Detroit Belle Isle Grand Prix Races, in addition to being a competitor in previous Detroit Grand Prix Races, as well as being the contemplated organizer of the 2026 through 2028 Racing Events contemplated under this Contract and Permit. DGP is accordingly qualified to participate as a consultant (though without compensation,) in the City's implementation of the Circuit Improvements that are necessary to meet the specifications of the Racing Groups that will sanction the Racing Events in 2026 through 2028 provided, however, that all contracting for these improvements will be done by the City and in accordance with City procedures. To the extent that the Racing Groups, with the agreement of DGP, require reasonable improvements in the Circuit Area which conform to standards used for similar races in other locations, the City shall cause the "Circuit Improvements" to be made to meet the Racing Group's specifications for Racing Events, as such Circuit Improvements are defined and described in the "Supplemental Terms and Conditions of Contract and Permit with Respect to the Circuit Improvements" which are attached hereto as Exhibit C and incorporated herein by reference. In the event of any conflict regarding the specifications for the Circuit Improvements, the terms and conditions found in Exhibit C shall govern.

## **ARTICLE 11. ENVIRONMENTAL PROVISIONS**

11.01 DGP and/or its Associates shall use, handle, dispose of, store, process, transport and transfer any material considered a Hazardous Material in accordance with all applicable federal, state and local laws. If DGP and/or its Associates encounters asbestos, ACBMs, PCBs, petroleum, such materials used in construction as paint thinners, solvents, gasoline, oil, etc., or any other material reasonably believed to be a Hazardous Material in a form which presents a substantial danger to public safety, DGP and/or its Associates shall proceed as follows: (a) immediately stop all affected Work, (b) give written notification to the City of the conditions encountered, and (c) take appropriate health and safety precautions.

11.02 Upon receipt of the written notice, the City will investigate the conditions. If DGP and/or its Associates is not responsible for the material encountered, and the material is a Hazardous Material that may present a substantial danger, the City shall order a suspension of Work in writing. The City shall proceed to have the Hazardous Material removed or rendered harmless by negotiating a change in the Work with DGP, by means of separate contract, or as the City may deem otherwise expedient.

11.03 Upon the discovery of a suspected release of hazardous substances, Hazardous Material, contaminants, or any other material reasonably believed to be a Hazardous Material DGP shall immediately notify BSEED – Environmental Affairs at (313) 471-5115.

11.04 Once the Hazardous Material has been removed or rendered harmless by any of the means outlined in paragraph 11.02, the affected Work shall be resumed as directed by the City.

11.05 If the Hazardous Material was brought to the Property by DGP and/or its Associates, or if its existence results in whole or in part from any violation by DGP and/or its Associates of any laws concerning the use, transportation, storage, handling, processing, transfer or disposal of any Hazardous Material, or from any other acts or omissions within the control of DGP and/or its Associates, DGP and/or its Associates shall be responsible for any delay and all costs involved in cleaning up the Property and removing and rendering harmless the Hazardous Material to the satisfaction of the City, state and federal government. DGP shall provide spill prevention containment areas, as needed. If DGP and/or its Associates fail to proceed with due diligence or act appropriately, the City, at its sole option, shall have the right to act appropriately, and seek reimbursement from DGP later, in which case DGP and/or its Associates shall defend, indemnify and hold the City harmless from and against all claims, as provided in Article 8, arising out of, relating to, or in any way resulting from the City's exercise of such appropriate action.

## **ARTICLE 12. DEFAULT AND TERMINATION**

12.01 The Contract shall remain in full force and effect until terminated unless otherwise terminated for cause or convenience according to the provisions of this Article.

12.02 Subject to Section 12.03, the City may terminate this Contract and Permit in whole or in part for cause upon giving written notice of termination (hereinafter referred to as a "Notice of Termination") to DGP at least thirty (30) days before the effective date of the termination, should DGP: (1) fail to fulfill in a timely and proper manner its material obligations under this Contract and Permit; or (2) violate any of the material covenants, agreements or stipulations of this Contract and Permit, or disregards applicable laws, ordinances, permits, licenses, instructions, or orders of the City given in compliance with this Contract and in accordance with applicable laws; or (3) admit in writing its inability to pay its debts generally as they become due (items (1) through (3) above are hereinafter referred to as "Defaults").

12.03 Section 12.02 hereof shall be subject to the following provisions with respect to cure of a Default:

- (1) Monetary Defaults may be cured by DGP by the payment of cash to the City within ten (10) days of receipt of a Notice of Termination.
- (2) Non-monetary Defaults, that is, Defaults not susceptible to cure by a cash payment, may be cured by DGP within thirty (30) days of its receipt of a Notice of Termination; provided, however, if the Default cannot be cured within the thirty (30) day period but DGP is engaged in diligent efforts to cure the Default, the City shall not terminate this Contract and Permit while such efforts continue.

12.04 After receipt of a Notice of Termination with respect to a Default which is not cured pursuant to Section 12.03 hereof and except as otherwise directed by the City, DGP shall:

- (1) Cease operations under this Contract and Permit on the date and to the extent specified in the Notice of Termination; and
- (2) Terminate any orders and subcontractors to the extent that they relate to the portion of this Contract and Permit so terminated.

12.05 Either Party shall have the right to terminate this Contract in whole or in part at any time at its convenience after consultation with the other Party if the Circuit Area has been destroyed or materially damaged as a result of any Act of God or the public enemy, wars, acts of domestic or international terrorism, riots, explosions, or sabotage, without incurring any further liability whatsoever, by giving written Notice of Termination for Convenience to the other Party specifying the effective date thereof, with as much notice prior to the effective date of such termination as is reasonable under the circumstances.

12.06 DGP reserves the right to terminate this Contract and Permit in whole or in part for cause giving written notice of termination to City should City fail to fulfill in a timely and proper manner its material obligations under this Contract and Permit or violate any of the material covenants, agreements or stipulations of the Contract and Permit.

12.07 Either Party shall have the right to terminate this Contract in advance of any Racing Event (including in advance of the 2026 Racing Event) upon at least one hundred-eighty (180) days prior written notice to the other Party, effective when received.

12.08 Neither Party shall be liable to the other Party for any special, consequential, indirect, or punitive damages arising out of or related to this Contract (including but not limited to, lost profits or revenue) even if such Party has been advised of the possibility of such losses. The liability limitations in this section shall not apply to either Party's: (a) breach of confidentiality obligations; (b) obligations of indemnity for third party claims; (c) any grossly negligent or fraudulent act or omission; (d) any act or omission causing personal injury (including death) or tangible property damage; or (e) unauthorized use or infringement of a Party's trademarks, tradenames, logos or other licensed marks.

12.09 After termination of the Contract each party shall have the duty to assist the other party in an orderly termination of this Contract and the transfer of all aspects hereof tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

### **ARTICLE 13. FAIR EMPLOYMENT AND EQUAL OPPORTUNITY PRACTICES**

13.01 DGP shall comply with the United States Constitution and all federal, state and local legislation and regulations governing fair employment practices and equal employment opportunities.

13.02 DGP agrees that it will notify any Subcontractor(s) of its obligations relative to non-discrimination under this Contract when soliciting same, and will include the provisions of this Article in any subcontract, as well as provide the City a copy of any subcontract upon request. DGP further agrees to take such action with respect to any subcontract procurement as the City may direct as a means of enforcing such provisions, including the sanctions for noncompliance contained in this Contract.

13.03 DGP agrees that it will comply with Chapter 18 of the 2019 Detroit City Code, Sections 17-5-221 et seq., "Prevailing Wage and Fringe Benefit Rates Required for City Projects" and Executive Order ("EO") 2014-5, EO 2020-5, and EO 2021-2 (each as if applicable), and shall require compliance of its Subcontractors to which the ordinance and Executive Orders apply, a copy of said Detroit ordinance sections and Executive Orders have been given to DGP.

13.04 Breach of the terms and conditions of this Article 13 shall constitute a material breach of this Contract and may be governed by the provisions of Article 12 "Default and Termination".



14.02 All notices shall be deemed given on: (1) one (1) business day after such notice or communication is sent by overnight courier; (2) three (3) business days after such notice or communication is mailed by prepaid certified or registered first-class mail; or (3) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. Either party to this Contract may change its address or email address for the receipt of Notices at any time by giving notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

#### **ARTICLE 15. WAIVER**

15.01 Neither Party shall be deemed to have waived any of their rights under this Contract unless such waiver is in writing and signed by the party waiving its rights.

15.02 No delay or omission on the part of the party hereto in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

15.03 No failure by the party hereto to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term and condition.

#### **ARTICLE 16. EXTENSION**

16.01 Following the completion of the 2028 Grand Prix Race, the City and DGP shall each have the right to continue this Contract for the 2029 through 2031 Grand Prix Races provided (a) it is then in compliance with the terms of this Contract and (b) it notifies the other party in writing prior to December 31, 2027 of its exercise of this right (the "Extension Notice") in compliance with Article 14. The party receiving the Extension Notice shall advise the other party in writing within thirty (30) days after receipt of such notice whether or not it wishes to continue and, if so, the terms of its participation, so long as the terms do not materially or substantively deviate from the terms found in this Contract. No extension of this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the Detroit City Council, if required. If the parties wish to continue, but fail to agree in writing upon the terms of the Contract continuance within ninety (90) days after receipt of the Extension Notice, the Contract shall not continue for the 2029 through 2031 Grand Prix Races.

#### **ARTICLE 17: AMENDMENTS**

17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract. If the City and the DGP mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.

17.02 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the Detroit City Council.

Neither the City nor DGP shall be bound by unauthorized acts of its employees, agents, or representatives with regard to any dealings with the other.



## ARTICLE 18. MISCELLANEOUS

18.01 If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

18.02 DGP shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.

18.03 This instrument, including all Exhibits hereto, which are made a part of this Contract, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. No party has made any representations except those expressly set forth herein, and no rights or remedies are or shall be acquired by implication or otherwise unless expressly set forth herein. DGP hereby waives any defense it may have to the validity of the execution of this Contract.

18.04 Unless the context otherwise expressly requires, the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Article, Section, or other Subdivision. All the terms and provisions of this Contract shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

18.05 The headings of the Articles in this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

18.06 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising hereunder shall be governed by, subject to and construed according to the law of the State of Michigan. DGP agrees, consents and submits to the exclusive personal jurisdiction of any competent Court in Wayne County, Michigan, for any action arising out of this Contract. DGP agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put DGP on notice and hereby waives any and all claims relative to such notice. DGP also agrees that it will not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court, Eastern District of Michigan, Southern Division, the Michigan Court of Appeals or the Michigan Supreme Court.

18.07 If any Associate of DGP shall take any action which, if done by a party pursuant to this Contract, would constitute a breach of this Contract, the same shall be deemed a breach by DGP with the same legal effect.

18.08 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by an event or circumstance that is beyond the reasonable control of that party, absent such party's fault or negligence, and which by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). A Force Majeure Event includes, but is not limited to, any Act of God or the public enemy, strikes, lockouts, wars, acts of domestic or international terrorism, riots, epidemics, pandemics, explosions, sabotage, the binding order of any governmental authority, or any other cause, whether the kind herein enumerated or otherwise, which is not within the control of a party. DGP's economic hardship and changes in the market conditions are not considered a Force Majeure Event.

18.09 For purposes of the hold harmless and indemnity provision contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents, representatives, now existing or hereafter created, and the employees thereof.

18.10 DGP covenants that it is not and will not become in arrears to the City upon any contract, debt, or other obligation to the City, including real property, personal property, and income taxes, if applicable.

18.11 DGP shall not assign, transfer, convey, or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City.

18.12 This Contract may be executed in counterparts, each of which shall be deemed to be an original document but together shall constitute one instrument. This Contract may be electronically signed, that any digital or electronic signatures (including pdf, facsimile or electronically imaged signatures provided by DocuSign or any other digital signature provider) are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that delivery of any such electronic signature to, or a signed copy of, this Contract may be made by facsimile, email or other electronic transmission. Promptly after the execution thereof, the City shall provide to DGP a confirmed copy of this Contract.

18.13 As used herein, the singular shall include the plural, the plural the singular, and the uses of any gender shall be applicable to all.

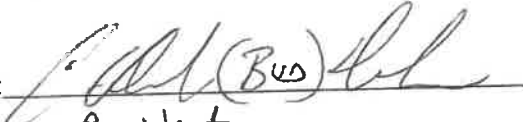
18.14 This Contract shall inure to and be binding, in all particulars on both parties, their agents, successors, and assigns. The City and the DGP expressly acknowledge their mutual understanding and agreement that there are no third-party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the DGP.

18.15 The parties understand and acknowledge that each is independent of the other and do not intend, as a result of this Contract or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to this Contract or any other activities under this Contract.

(Signatures continued on following page)

IN WITNESS WHEREOF, the City and DGP, by and through their authorized officers and representatives, have executed this Contract as of the date first above written.

DETROIT BELLE ISLE GRAND PRIX, INC.  
d/b/a DETROIT GRAND PRIX

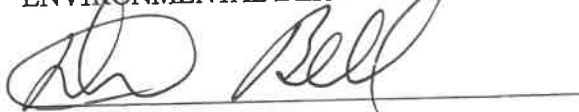
By:   
Its: President

CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS


  
Ron Brundidge, Director

Acknowledged by:

CITY OF DETROIT  
BUILDINGS, SAFETY ENGINEERING &  
ENVIRONMENTAL DEPARTMENT

  
David Bell, Director

CITY OF DETROIT  
FIRE DEPARTMENT

  
Charles Simms, Executive Fire Commissioner

CITY OF DETROIT  
POLICE DEPARTMENT

  
Todd A. Bettison, Chief of Police

CITY OF DETROIT  
GENERAL SERVICES DEPARTMENT

  
Jessica Parker, Group Executive for Public Services









CITY ACKNOWLEDGMENT – POLICE DEPARTMENT

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF WAYNE )

The foregoing contract was acknowledged before me this 6<sup>th</sup> day of February, 2025,  
by Todd A. Bellison  
(name of person who signed the contract)  
the Chief of Police  
(title of person who signed the contract as it appears on the contract)  
of Detroit Police Department on behalf of the City.  
(complete name of the City department)

Bridgett Fenner  
Notary Public, Oakland County, Michigan  
My Commission Expires: 8/29/30

BRIDGETT FENNER  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 08-29-2030  
Acting in the County of Oakland







**CORPORATION CERTIFICATE OF AUTHORITY**

I, Peter M. Kellett, Corporate Secretary of  
(name of corporate secretary)

Detroit Belle Isle Grand Prix, Inc., a Michigan  
(complete name of corporation) (state of incorporation)

Non-profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the  
(non-profit or for profit)

following is a true and correct excerpt from the minutes of the meeting of the Board of Directors

duly called and held on August 1, 2024, and that the same is now in full force and  
effect: (date of meeting)


"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal of otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

**FURTHER, I CERTIFY** that Roger S. Penske is Chairman  
Claude (Bud) Denker is President,  
Eric B. Larson and Michael Montri is/are Vice President(s),  
Cari Easterday is Treasurer,  
Peter M. Kellett is Secretary,  
NA - Eric B. Larson is CEO of the Parent Company (DDP) is Executive Director, and  
is \_\_\_\_\_.

**FURTHER, I CERTIFY** that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this 5th day of February, 2025.  
CORPORATE SEAL

(if any)

  
\_\_\_\_\_  
Corporation Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.**

## EXHIBIT A

### TERMS AND CONDITIONS OF CONTRACT AND PERMIT WITH RESPECT TO WORK

1. License Term. The term of the use license in the Circuit Area granted by Section 3.01 of this Contract and Permit shall commence thirty-nine (39) days prior to each year's Racing Events and terminate on the date of the City's acceptance of the restoration required by Section 6.02 of this Contract and Permit.
2. City Approvals. DGP acknowledges that the City's Engineering Division, BSEED, and any other appropriate department must approve any and all Work, as may be applicable, performed in the public rights-of-way. If DGP shall enter into contracts for the performance of any Work in the public rights-of-way, it shall submit the contracts, including plans and specifications, to the City Engineering Division for approval within a reasonable time prior to the start of such Work. The City Engineering Division shall not unreasonably withhold or delay approval, but DGP shall not commence any such Work which has not received the approval of the City Engineering Division.
3. Payment for the Work. DGP shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, and all sales, consumer, use and other similar taxes and shall secure any building permits and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. This obligation shall survive the termination of this Contract.
4. Conduct of the Work. The City will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures (except to the extent the City Engineer's Division may act as DGP's engineer), or for safety precautions or programs in connection with the Work, and will not be responsible for DGP's failure to carry out the Work in accordance with its contracts. DGP shall cause its contractors and subcontractors to initiate, maintain and supervise all safety precautions and programs in connection with the Work and to take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the Work and other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein; and (3) other property in the Property or adjacent thereto. DGP shall cause its contractors and/or Subcontractors to give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and the Property and their protection from damage, injury or loss. DGP shall cause its contractors and/or subcontractors to promptly remedy all damage or loss to any property caused in whole or in part by its contractors, any Subcontractors, or anyone directly or indirectly employed by any of them, or by anyone or whose acts any of them may be liable. DGP shall not permit its contractors and/or Subcontractors to store any equipment or materials on any portion of the Property except as may be specified by the City. DGP shall cause its contractors and/or Subcontractors to coordinate their activities on the Property with other contractors performing work on the Property. DGP shall require that its contractors and Subcontractors obtain written permission to use or tap into City owned utilities, and DGP and its contractors and Subcontractors shall be liable to the City for any use thereof, whether authorized or unauthorized. Unauthorized use of City utilities shall be grounds for termination by the City under Article 12 of the Contract. The City shall have the right to order the removal, or remove itself after written notice to DGP, any material brought onto the Circuit Area, before the Load In date, by DGP, its contractors and Subcontractors for use in the Detroit Grand Prix or the Race Events at the cost and expense of DGP. This obligation shall survive the termination of this Contract.
5. Waste Material and Rubbish. DGP shall cause its contractors and/or Subcontractors at all times during the Racing Events, to keep the Property free from accumulation of waste materials or rubbish caused by its/their operation. At the completion of the Work, DGP shall cause its contractors and/or Subcontractors

to remove all waste materials and rubbish from and around the Property as well as their tools, construction equipment, machinery and surplus materials. This obligation shall survive the termination of this Contract.

6. Laws and Regulations. DGP shall give notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall promptly notify the City if any construction contract is at variance therewith.

7. Inspection of and Changes in the Work. The City Engineer's Division shall inspect all Work in the public rights-of-way to ensure compliance with the approved specifications. DGP shall change any Work reasonably ordered changed by the City Engineer's Division to conform with the approved specifications.

8. Restoration. Except as otherwise agreed to by the City, DGP shall provide for the restoration of all highways, streets, alleys, landscaping, parks, berms, sidewalks, and buildings within the Circuit Areas which DGP modifies for the Racing Events to a condition as existed before the then currently completed Racing Event so that the highways, streets, alleys, landscaping, parks, berms, sidewalks, and buildings are suitable for their normal use. This obligation shall survive the termination of this Contract.

All restoration is to be completed within four (4) weeks after each year's Racing Events; and DGP shall fully comply with the Load Out date. Time is of the essence with respect to the restoration. Further, DGP shall have all principal public streets within the Circuit Area open to vehicular traffic and all refuse and waste materials cleaned up by 8:00 a.m. the Monday after each year's Racing Events. This obligation shall survive the termination of this Contract.

All restoration Work by DGP shall be subject to acceptance by the City and the City shall not unreasonably withhold its acceptance. If DGP does not satisfactorily complete the restoration Work of the Circuit Area in said four (4) weeks or meet the Load Out date, the City shall have the right after giving three (3) working days written notice(s) of either or both deadlines not being met, and if DGP has not corrected said failures, to, with all deliberate speed, restore the Circuit Area properly or to remove any material belonging or created by DGP, its agents, employees, Subcontractors or sublicensees, at the cost and expense of DGP, except as otherwise provided in this Contract. Further, because of the difficulty of determining the exact amount of the cost to the City of the failure by DGP to meet or have its Associates meet such deadlines, the danger and/or inconvenience to the public health and safety, and the loss to the citizens of Detroit and visitors to Detroit of the normal use of the Circuit Area, if DGP or its Associates fail to meet the deadlines and the City has given DGP advance written notice that DGP has failed to meet the deadlines which sets forth, in detail, the nature of the failures, then DGP agrees to pay the City: (a) \$1,250.00 for each day after the deadline for the restoration Work of the Circuit Area that the Circuit Area is not restored as required hereunder, or (b) \$1,250.00 for each day after the Load Out deadline that the material has not been removed, until the City or DGP has been able to accomplish such restoration or remove the material, as the case may be, but, in any event, DGP shall only be liable to pay the City \$1,250.00 for the same violation or event identified on a given day. This obligation shall survive the termination of this Contract.

9. Ownership of Circuit Improvements. All work, labor, and materials required or permitted to be performed under the Licenses granted DGP which result in the creation or change of permanent Circuit Improvements shall become the sole and exclusive property of City.

10. Drainage. DGP will, during the Racing Events, keep clean drainage structures within the Circuit Area, and to the extent DGP or the Racing Events has clogged such drainage structures, DGP will clean them after the Racing Events but not later than the expiration of the restoration Work period for that Racing Event. This obligation shall survive the termination of this Contract.

11. Facilities for Police. DGP will furnish two (2) trailers or an alternative facility, four (4) phone lines, internet provisioning, and a mutually agreed upon number of golf cars for the use of the Detroit Police Department during the Racing Events.

## EXHIBIT B

### TERMS AND CONDITIONS OF CONTRACT AND PERMIT WITH RESPECT TO THE CONCESSION LICENSE

1. Sublicenses. DGP may engage sublicensees to exercise all or part of its right in the Concession License upon the prior, written approval of the City of Detroit as to each proposed sublicensee, which approval will not be unreasonably withheld or delayed. The City shall approve or disapprove the proposed sublicensee within fourteen (14) days of the submission of the sublicensee's documentation to the City or the sublicensee shall be deemed to have been approved by the City. If DGP engages sublicensees of the Concession License, it shall solicit bids for the sublicense to be awarded. Within thirty (30) days after the conclusion of each year's Racing Events, DGP shall provide the City with a list of the sublicenses for which bids were solicited, the bidders for each sublicense, and the bidder(s) to whom sublicense(s) were awarded. DGP shall require any and all sublicensees to comply with the terms and conditions of this Exhibit B.

2. Permit and Licenses. DGP and/or its sublicensee(s) must be licensed to sell the Concession Items in the City of Detroit. DGP and/or its sublicensee(s) shall secure, at its/their own expense, all permits and licenses, including but not limited to the temporary food license, necessary for legal operation under the Concession License.

3. Health, Fire and Safety Regulations. DGP agrees that it, and its sublicensee(s) shall not permit any person who does not possess a current food handler permit to handle and/or serve foodstuffs, and that it and its sublicensee(s) will post all licenses required in conspicuous places. DGP further agrees to keep all Circuit Area clean, sanitary, and in a reasonable manner and appearance according to conditions required by the City of Detroit Department of Health, the City, and any other authorized governmental authorities. DGP shall provide adequate restrooms and hand washing facilities, as approved by the Detroit Health Department. All refuse and waste materials, created in the exercise of the Concession License, shall be disposed of, by, and at the expense of DGP. All federal, state, county, and City fire, health, and safety regulations and orders shall be strictly and promptly complied with by DGP, its contractors, Subcontractors and sublicensee(s), whether contained in this Article or elsewhere in the Contract.

4. Insurance. DGP or its sublicensee(s) shall maintain at its/their sole cost and expense, during the Contract and Permit Term the following types and minimum limits of insurance in addition to the insurance required under Article 9 "Insurance" of the Contract section 9.01 (a) (b) and (c):

- a. With respect to its sublicensee(s) engaged in the sale of foodstuffs, Products Liability Insurance with minimum limits of \$1,000,000 single limit liability; and
- b. With respect to its sublicensee(s) engaged in the sale of liquor, Michigan Liquor Law Liability Insurance with minimum limits of \$1,000,000 each common cause and \$1,000,000 aggregate, or as required by State of Michigan authorized agencies, laws, ordinances, etc.

All such insurance required hereunder shall be subject to and in accordance with Article 9 of the Contract. The City of Detroit shall be named as an additional insured on the certificates of insurance, without limitation.

5. Quality of Foodstuffs and Beverages. DGP agrees that all foodstuffs and beverages sold under the Concession License shall be pure and of top quality and shall be comparable to other first- class food and beverage operations in the City of Detroit or the Detroit metropolitan area.

6. Equipment, Facilities and Utilities. DGP shall, at no cost or expense to the City, obtain and maintain the necessary equipment, facilities, inventory, and utilities required to exercise its rights under the Concession License.

7. Use of Water for Human Consumption. DGP shall arrange for use of water for itself and its licensee(s) to be used for human consumption, including cooking, from a source and using delivery methods approved by the City Department of Health. DGP will have the water and its source approved by and tested by the Detroit Health Department at least forty-eight (48) hours prior to any food service preparation and use, whether bottled water or obtained from the City's Water and Sewerage Department. DGP agrees to prevent the use of any substances, including water not intended for human consumption, in such a manner as to contaminate water intended for human consumption. .

8. Prices. DGP agrees that the prices it charges to the public will be fair and consistent with the prices charged at other racing events sanctioned by the Racing Groups and other major sporting events conducted in the Detroit metropolitan area.

## EXHIBIT C

### SUPPLEMENTAL TERMS AND CONDITIONS OF CONTRACT AND PERMIT WITH RESPECT TO THE CIRCUIT IMPROVEMENTS

1. The City may contract with DGP to effect any necessary construction with regard to Circuit Improvements. In that case, functions designated in this Exhibit C as being performed by the City shall be performed by DGP pursuant to the terms and conditions to be agreed upon by the City and DGP, provided, however, that all inspection functions shall remain the responsibility of the City and will be performed by the City in a timely manner to assure the conduct of the applicable Racing Events.
2. Construction of the Circuit Improvements. If the responsibility to effect Circuit Improvements has not been given to DGP by the City pursuant to Section 1. above, DGP shall coordinate its participation in the City's construction of the Circuit Improvements with the City Engineer and the Department of Public Works so as to avoid unreasonably interfering with the use of City streets. The City shall solicit bids for the work necessary to cause the Circuit Improvements for which the City is responsible hereunder to be made in a timely manner to assure the construction of the Circuit Improvements on or prior to Load In, and the conduct of the applicable Racing Events. At least thirty (30) days before commencement of those Circuit Improvements, the City shall provide DGP with a written summary of the work for which bids were solicited and the bidder(s) to whom the City awarded contract(s).
3. Circuit Improvements. The Circuit Improvements shall, subsequent to the date of this Contract, be agreed to between the City and DGP, and shown on plans and specifications to be prepared by DGP and approved by the City Engineer (the "Approved Plans and Specifications"). However, there shall be no changes in the Approved Plans and Specifications or the Circuit Improvements by the City without the prior written approval of DGP, which approval shall not be unreasonably withheld or delayed. The improvements to the roadways in the Circuit shall comply with the City's standards and specifications for the construction and configuration of public streets, subject to any modifications thereof necessary to meet the Racing Groups' specifications for the Circuit or otherwise agreed to by the City. The City shall, at its cost and expense during the term of this Contract, cause the Circuit Improvements to be made to conform to the Racing Group's specifications for running the Grand Prix Race each year. The parties acknowledge that roadway improvements shall be subject to the City's annual budget and appropriation as approved and authorized by the Detroit City Council.
4. City Assistance. The City shall make available to DGP the City's existing drawings, surveys, plans and specifications for the public streets in or near the Circuit area and by further providing, throughout the term of the Contract and Permit:
  - a. guidance and advice in the layout of the Circuit and preparation of the Approved Plans and Specifications;
  - b. inspections of the improvements by the City Engineer, from time to time, to verify that the City and DGP are satisfied that the improvements comply with the Approved Plans and Specifications;
  - c. authorization of such street closures and traffic diversions as are necessary to allow expedited completion of the improvements; and
  - d. all permits or licenses necessary for the construction of the Circuit Improvements, including any permits necessary to disrupt and/or block traffic flow on the Circuit and nearby City streets during construction.



## **EXHIBIT D**

### **CITY OF DETROIT** **DETROIT GRAND PRIX SERVICES**

The City of Detroit provides the following city services to support the Detroit Grand Prix.

Buildings, Safety Engineering & Environmental (BSEED)	Inspects all construction and/or temporary structures erected during the event at the cost of DGP.
BSEED-Business License Center	Provides licenses to vendors participating in the event, at the cost of the vendor; and conducts investigations during the event to ensure unauthorized vendors are removed and illegal parking lots are closed.
Department of Public Works	Provides and positions several types of barricades to assist with traffic and crowd control including traffic detours as of the Monday before the Race; performs pre-event street sweeping and sewer cleaning, performs sweeping and flushing services on the race circuit; provides water trucks and related equipment; and such other services as the parties agree would be in the best interests of the City and the Detroit Grand Prix and repair of City improvements necessitated by infrastructure problems (except for maintenance of the Circuit Area roadways which are the responsibility of DGP).
Department of Public Works - City Engineering Division	Consults, reviews, approves and inspects all race related construction, including but not limited to the maintenance of and improvement to the public rights-of-ways. Costs for licenses, inspections, and filings are the responsibility of DGP.
Fire Department	Fire protection for the racers and cars are provided by DGP. Fire Department personnel and equipment; including EMS medical evacuation services, are available to provide additional protection. Fire Marshals inspect the event to ensure all fire codes are enforced and the public is not exposed to any hazardous conditions.
Health Department Environmental Health Division	Provides licenses for and food handlers and food stations; inspects the food preparation during the event; and enforces all health codes. Inspects the event sanitary conditions, inspects all water connections and provides water testing on an as-needed basis; and enforces all health codes.
Police Department	Provides a secure environment; enforces all city ordinances and applicable federal and state laws; develops and executes crowd and traffic flow plans; and such other services as the parties agree would be in the best interests of the City and the Detroit Grand Prix

Public Lighting Department

Performs routine maintenance of lights, poles, and wires in preparation for the event; and provides on-site personnel to respond in the event of an emergency involving Public Lighting facilities.

Department of Water

Sewer cleaning in the Circuit Area in advance of the Detroit Grand Prix.