

## PRODUCTION AGREEMENT

This Production Agreement is made and entered into as of February 10<sup>th</sup>, 2017 (the "Agreement") by and between Exclusive Sports Marketing with its principal place of business at 18 NW 18th St., Delray Beach FL 33444 ("ESM"), and MultiRace, LLC, with its principal place of business at 4081 SW 47<sup>th</sup> Ave, Davie, FL 33314 ("MultiRace")

### WITNESSETH

WHEREAS, MultiRace produce the Las Olas International Triathlon in Fort Lauderdale, with the next event scheduled for Load-In March 11th and event day March 12, 2017 and Load-Out March 12th, 2017 ("LOIT"); and

WHEREAS, ESM produces the Dig The Beach Event in Fort Lauderdale, with the next scheduled for Load-In March 11th and event day March 12, 2017 and Load-Out March 12th, 2017 ("ESM") (ESM and LOIT collectively the "Events"); and

WHEREAS, The Events will overlap on their Load-Out and Load-In schedules, with LOIT's Load-In, event day and Load-Out continuing through ESM's event days and Load-Out;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby promise and agree to and with each other as follows:

1. **Terms.** The Events shall both require use of Fort Lauderdale South Beach Park at 1100 Seabreeze Blvd, Fort Lauderdale, FL 33316 and beach area. The following measures shall be taken to ensure the Events are not negatively impacted by their overlapping schedules:
  - (a) ESM will insure that the site plan for the beach area does not interfere with LOIT's site plan for the beach area on March 11<sup>th</sup> and 12<sup>th</sup>, 2017. LOIT will have a 75 ft pathway running from the Swim Exit to Transition Area.
  - (b) ESM will utilize the North Side of the Fort Lauderdale Beach Park for parking on March 11<sup>th</sup>, 2017. Participants are responsible for paying their own meters.
  - (c) ESM will utilize the Southwest quadrant of the Fort Lauderdale Beach Park for parking on March 12<sup>th</sup>, 2017. ESM will be responsible for paying for the entire Southwest quadrant (approximately 90 spots) of the Fort Lauderdale Beach Park on March 12<sup>th</sup>, 2017 for the entire day. Such parking fees to be paid to Dee Paris directly. The lot will be open from midnight until 7:20am for ESM participants/spectators. The southwest quadrant will not re-open until 2:00pm on March 12<sup>th</sup>, 2017. ESM will have notified all participants/spectators two weeks in advance of event.
2. **Representations and Warranties.** The Parties hereby represent, warrant and agree that they have the full right power and authority to enter into this Agreement and perform all of their obligations hereunder;
3. **Indemnification.**
  - (a) The Parties agree to protect, defend, indemnify, and hold harmless each other and their affiliates and their respective directors, officers, employees, agents and representatives, and the participants in the Events from and against any and all expenses, damages, losses, penalties, assessments, fines, liabilities, investigations, mediations, arbitrations, claims, suits, actions, judgments and costs (including, without limitation, reasonable

attorney's fees and disbursements) whatsoever (collectively, the "Claims"), whether suit is instituted or not, and, if instituted, whether at any trial or appellate level, and whether raised by the parties hereto or any third party, arising out of, with respect to or in connection with (i) any breach by either Party or its directors, officers, members, managers, employees, subcontractors, agents or representatives of any provision of this Agreement, including, without limitation, any representations, warranties and covenants contained herein, and (ii) any act or omission of either Party or its directors, officers, members, managers, employees, subcontractors, agents or representatives, including, without limitation, under any contracts entered into by either Party; (iii) any claim made in connection with the Events that is not covered by the respective Company's insurance policies and/or (iv) any Claims by any provider of services or property to either Party. The indemnification obligations of the Parties shall survive the termination or expiration of this Agreement.

- (b) The indemnified party ("Indemnified Party") under this Section 7 shall give the indemnifying party ("Indemnifying Party") under this Section 7 prompt written notice of any Claim, including any documentation it may have in its possession relating thereto. The Indemnifying Party, at its sole cost and expense, shall conduct the defense of any third party Claim and all negotiations for its settlement or compromise unless otherwise mutually agreed to in writing between the Parties (provided, however, that the Indemnifying Party shall keep the Indemnified Party informed of all settlement and litigation matters and the Indemnifying Party shall not have the right to bind the Indemnified Party to any agreement without its prior written consent, which consent will not be unreasonably withheld or delayed). The Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense of any third-party Claim at the Indemnifying Party's expense.

4. **Assignment.** This Agreement is not assignable by either party without prior written consent of the other party, and notwithstanding such permitted assignment, delegation or subcontracting, neither Party shall be released from its duties and obligations hereunder.
5. **Choice of Law; Jurisdiction.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without regard to any conflicts of law provisions that would result in the application of the law of any other jurisdiction.
6. **Notice.** Except as otherwise specifically provided in this Agreement, all notices or designations required or permitted hereunder shall be in writing and shall be delivered personally, sent by first class, registered or certified mail, return receipt requested, postage prepaid, by overnight courier or by facsimile addressed as follows:

If to ESM: Exclusive Sports Marketing  
18 NW 18th St., Delray Beach FL 33444  
Attention: Diogo Sousa  
Telephone: 954-446-3955


If to MultiRace: MultiRace, LLC  
4081 SW 47<sup>th</sup> Ave  
Suite #7  
Davie, FL 33314  
Attention: Aleck DaGrosa, VP of Operations

or to such other addresses as the parties may designate in writing. Notices shall be deemed given upon personal delivery, on the date upon which the return receipt is signed or delivery is refused if mailed, on the date of transmission with confirmed answer back if by facsimile if sent on a business day or on the date delivered if by overnight courier if delivered on a business day.

7. **Headings.** Paragraph headings have been inserted in this Agreement as a matter of convenience of reference only. Such headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement.
8. **Parties in Interest.** Every covenant, term, provision and agreement contained in the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
9. **Entire Agreement; Modifications.** This Agreement (including any Exhibits hereto) constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and commitments. No amendments or modifications of this Agreement shall be effected unless made in writing and signed by both Parties.
10. **Construction.** This Agreement has been negotiated freely and openly by the parties, and it shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.
11. **Severability.** Every provision of the Agreement is intended to be severable. If any term or provision of the Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of the Agreement.
12. **Waivers; Time of the Essence.** Except as otherwise provided herein, no waiver of any of the provisions of the Agreement shall be valid or effective unless in writing and signed by the waiving party; and no waiver of any breach or condition of the Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Contractor acknowledges and agrees that time is of the essence in performance of this Agreement.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and of which together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery thereof.
14. **Force Majeure.** In the event either of the Events is canceled by reason of any act beyond ESM or LOIT's reasonable control, including, but not limited to, civil war, acts of God, fire or flood, inclement weather which could affect the health or safety of participants, natural disaster, strike, isolated instances of violence, terrorism, labor or material shortages, natural disasters, riots, civil commotion, acts of the public enemy or any law, regulation, order or direction of any government authority, then this Agreement shall be terminated and both Parties shall be relieved of their respective responsibilities hereunder.

IN WITNESS WHEREOF, ESM and MultiRace have caused their duly authorized officers to execute this Agreement as of the date first above written.

**Exclusive Sports Marketing**

By:   
\_\_\_\_\_  
Diogo Sousa  
Vice President of Operations

**MultiRace**

By: *Aleck DaGrosa*  
\_\_\_\_\_  
Aleck DaGrosa  
Vice President of Operations