

2012 ZERO GRAVITY SPONSORED RACER CONTRACT

1. It is understood and agreed by the roadracer signatory hereunder (Racer) that all products supplied by Zero Gravity Corporation, a California Corporation (ZG) under this contract (the Products) are to be used for racing purposes only and are not to be sold or used on street motorcycles. All windscreens provided under this Agreement shall be clear. Shipping costs shall be the responsibility of Racer. ZG does not guarantee delivery of Product by any certain date. Delivery of Product is subject to stock on hand. In the event ZG is out of stock, every effort will be made to manufacture new Product in a timely manner. However, ZG assumes no liability for delivery of Product on any schedule. ZG encourages Racer to order early and to keep spares on hand.
2. Racer agrees to put forth his/her best efforts in each and every race entered and agrees to use ZG windscreens exclusively on the Racebikes for the calendar year 2012 (the Season). Racer further agrees to:
a) Adhere and keep in place for the duration of the Season not less than two small ZG stickers on the windscreens of its Racebikes and one large ZG sticker in a conspicuous place on each side of each of its racebikes; b) Name ZG as a sponsor in all race entry forms, press releases, correspondence materials and interviews with the media when appropriate; c) Promote ZG windscreens and other ZG products whenever possible by answering questions of race spectators, other roadracers or others interested in ZG products. ZG shall furnish Racer with any stickers needed to fulfill Racers sticker obligations hereunder.
3. Racer hereby grants to ZG and/or its advertising agents, at no additional cost therefor, total, unrestricted rights to promote and advertise, through any media of ZGs choosing, ZGs sponsorship relationship with Racer, Racers use of ZG products, and/or Racers accomplishments for the Season. These said advertising and promotional rights shall survive into perpetuity.
4. By signing this Agreement and/or using any ZG products Racer, and any other rider of Racers Racebike(s), including those not listed herein, agree, which agreement shall survive the closing of the Season, to release Zero Gravity from any and all liability pursuant to the use of said Products. Racer represents hereby that he/she will communicate such release of liability to any other riders of the Racebikes before allowing such other riders to ride any of the Racebikes. Racer further agrees to obtain from each such rider his or her written consent to such release of liability. Additionally, Racer agrees to defend and hold harmless ZG in the event of any litigation pursuant to the use by Racer, or any other rider of Racers Racebike(s), of the Products.
5. Racer acknowledges that ZG windscreens are not necessarily Department of Transportation (DOT) certified and could shatter under stress or impact. Racer is also aware that some ZG windscreens are made from colored acrylic and may affect a riders vision in a different manner than that of a clear windscreen.
6. If a racer has at any time during the season failed to comply with the terms & conditions hereto, ZG may terminate this agreement upon ten (10) days written notice, whereupon ZG shall have no further obligation to racer. However in any event the provisions of paragraph 4 & 5 hereinabove shall remain in full force & effect into perpetuity. If a racer does not fulfill his obligation to this contract, he / she shall be liable to reimburse ZG for any product, product discount or shipping costs ZG may have incurred during the race season for said racer.
7. In the event litigation becomes necessary to enforce this agreement, the losing party shall pay to the winning party attorneys fees and court costs as set forth by the court.

Rider Signature & Date

Zero Gravity Signature & Date