

Zero Gravity Race Contract – 2018

1. It is understood and agreed by the road racer 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 to third parties or used on street motorcycles. All windscreens provided under this Agreement shall be clear. All 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 responsibility for delivery of Product on any schedule. ZG encourages Racer to order early and to keep spares on hand.

2. The Term of this Agreement shall begin on the date of Racer's signature below and expire on December 31, 2018. 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 2018 (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 each of its race bikes as described in the attached "Zero Gravity Sponsorship Sticker Placement Requirements", 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 therefore, total, unrestricted rights to promote and advertise, through any media of ZG's choosing, ZG's sponsorship relationship with Racer, Racer's use and endorsement of ZG products, and/or Racer's 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 provided pursuant to this contract, Racer, and any other rider of Racer's race bike(s), including those not listed herein, agree, which agreement shall survive the expiration of the Season, to release, defend and hold harmless Zero Gravity from any and all liability pursuant to the use of said Products or to this contract. 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 Race bikes. Racer further agrees to obtain from each such rider his or her written consent to such release of liability. Additionally, Racer agrees to indemnify, defend and hold harmless ZG, its officers, shareholders, contractors and affiliates in the event of any litigation in connection with the use of the Products by Racer, or any other rider of Racer's race bike(s) or for any other reason in connection with this Agreement.

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 Racer has, at any time during the season, failed to comply with the terms & conditions hereto, ZG shall have the right to terminate this agreement upon written notice, whereupon ZG shall have no further obligation to Racer. However in any event the provisions of paragraph 3 & 4 hereinabove shall remain in full force & effect into perpetuity. If Racer fails to fulfill his/her obligation(s) hereunder, as determined by ZG at ZG's sole discretion, Racer may be required to reimburse ZG, at retail price, for any Product, product discount or shipping costs ZG may have incurred during the race Season pursuant to this Contract

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.

AGREED: Racer

AGREED: Zero Gravity

By _____ Date _____

By _____

Print Name _____

Print Name _____