

WELCOME TO THE HOTBODIES RACING RIDER SUPPORT PROGRAM

WELCOME TO THE TEAM! Enclosed is a copy of your 2012 Rider Support Agreement as well as your contingency application. *Please sign and return the original contract and application via mail or fax.* If you are no longer interested, please give us a courtesy response via phone, fax or email. Otherwise, if we do not hear back from you within 30 days, this offer will expire.

Hotbodies Racing has been supporting road racing since 2002. Whether you're newly signed or a seasoned team member, you're an important part of our program. Hotbodies' quality image is as much a reflection of its riders as it is our high performance products.

Your feedback is important. You play a key role in the continuous development of new and existing products. Track testing is vital to maintaining the high quality and performance levels of our products. Let's work together. Please provide us with feedback from your own R&D efforts.

Feel free to place your orders electronically via email or online. If you do not have these capabilities, you may order over the phone. When paying for orders, we accept Visa, MasterCard or certified money order.

If you have any questions, please feel free to contact me by phone, fax or e-mail. **Don't forget to renew your sponsorship at the end of this season and prepare for the 2013 season.**

Good luck with your racing,

Matthias Beier

Rider Support Manager

Matt@hotbodiesracing.com

800-555-2805

Fax: 858-486-7979



2012 Sponsored Rider Prices and Deals

We support ALL licensed racers with discounts and contingency awards. Our contingency program is designed to help the privateers and also to make you work for your rewards; use it to your advantage. We have some racers collecting enough money to supply themselves with 1-2 free sets of bodywork each year!! On top of the contingency awards program, all licensed racers get the 25% off racer discount on all racing products as well as a free screen with the purchase of a full set, see details below for information.

1: <u>Club Level Pricing:</u> Team rider can get this discount with a club level amateur or expert license. The first full set will be **\$487.50** with a free screen and an additional spare set **purchased at the same time** would be ½ off racer cost or **\$243.75**. When ordering multiple sets we do require them to be the same model and they must be paid for with one credit card and only that person will be eligible for the contingency benefits. All miscellaneous replacement pieces ordered will be sold at racer cost (25% off retail.)

- Standard 4 Piece Bodywork Set Pricing Breakdown:
- Retail = \$650.00
- 1^{st} set = \$487.50 (25% off retail) with free screen.
- 2nd set = \$243.75(50% off racer) Must be purchased together with the first set, no free screen.
- Screens = Free with the purchase of a full set at full racer price, or \$45.50 is racer cost.
- Shipping = \$60.00 per set.

2: <u>AMA Level Pricing.</u> Team rider can get this discount if he/she is a regular AMA competitor. Team Rider may purchase full sets of bodywork at 50% off retail and will include a free screen. Rider will be eligible for contingency benefits.

- Standard 4 Piece Bodywork Set Pricing Breakdown:
- Retail = \$650.00
- AMA Racer Cost (50% off) = \$325.00
- Screens = Free with purchase of full set or \$35.00
- Shipping = \$60.00 per set

^{***}Note: Racers do not get any specials on the handmade TKR (Ten Kate Racing) race screens. If anyone wants that screen they must pay for them at their racer cost, none of these screens and will not be included for free retail price. ***



Contingency Requirements

- 1) You must purchase and use a complete set of Hotbodies Racing brand race bodywork and windscreen in each of the classes you are applying for contingency in. A complete set is one (1) upper faring, one (1) lower fairing, one (1) tail section, one (1) front fender, and one windscreen (1). You are eligible for contingency awards for twelve (12) months from the date of purchase; after the twelve (12) months are complete you will not be eligible unless you purchase another complete set of bodywork.
- 2) The Hotbodies Racing Contingency Rider Support Agreement and Contingency Application must be filled out in its entirety and submitted to the rider support manager before the race event to be eligible for the contingency. Applications are available upon request and PLEASE ONLY SUBMIT ONE! If you are not sure if you are set up already, then please give us a call to check.
- 3) 2 of the red and white 5 inch Hotbodies Racing sponsorship decals provided with the bodywork must be placed in full view on both sides of the windscreen as well as bodywork of the motorcycle. Rider must also use 2 of the red and white rubber sponsorship patches provided with the bodywork on their leathers. All teams must follow these decal placement guidelines to be eligible for the contingency as well as the patches on your leathers; your local racing organization will verify this is done properly.
- 4) Hotbodies Racing must be listed as a contingency sponsor on all race pre/post tech inspections and registration forms at each event, failure to do so will void your contingency account.
- 5) The technical inspector at each race event must check that your bike using Hotbodies Racing brand bodywork and is properly displaying the decals. Then, he must properly mark your contingency eligibility forms to ensure you are eligible to receive the contingency awards. It is the responsibility of the rider to inform the technical inspector of his/her eligibility, please do not rely on the technical inspector!
- 6) The original purchaser of the bodywork is the only person who will be eligible for the contingency, it is not transferable. You must provide proof of purchase from an authorized Hotbodies Racing vendor for each bodywork set you will be using and for each class used.
- 7) There must be a minimum of 10 rider entries in each race in order for it to qualify for contingency money.
- 8) Contingency certificates are only redeemable through Hotbodies Racing. All certificates are tracked and managed by the HBR crew. Awards will expire at the end of this year; you must cash in your certificates by December 31st 2012, after this date all contingency awards will be deleted from our system. NO EXCEPTIONS!

Contingency awards payout - Supersport / Superstock Top five

Novice Certificates Expert Certificates

 Ninja 250 Cup:
 \$50/\$40/\$30/\$20/\$10
 \$50/\$40/\$30/\$20/\$10

 Lightweight Twins:
 \$50/\$40/\$30/\$20/\$10
 \$50/\$40/\$30/\$20/\$10

 600cc Supersport:
 \$50/\$40/\$30/\$20/\$10
 \$50/\$40/\$30/\$20/\$10

 750cc Supersport:
 \$50/\$40/\$30/\$20/\$10
 \$50/\$40/\$30/\$20/\$10

 1000cc Supersport:
 \$50/\$40/\$30/\$20/\$10
 \$50/\$40/\$30/\$20/\$10

 Unlimited Supersport:
 \$50/\$40/\$30/\$20/\$10
 \$50/\$40/\$30/\$20/\$10



SPONSORSHIP AGREEMENT

This agreement is entered into by and between Hotbodies Racing Inc. (hereinafter referred to as "HOTBODIES") located at 12925 Brookprinter Pl. Ste #400, Poway, CA. 92064 athlete named on the signature page (hereinafter referred to as "ATHLETE") and is entered into as of the last date set forth on the signature page hereto.

RECITALS

Whereas, ATHLETE is engaged in the business of racing and in connection therewith maintains a professional racing team which participates in various events worldwide; and

Whereas, HOTBODIES is engaged in the business of distributing and selling various types of racing products (bodywork and screens);

Therefore, it is agreed as follows:

1. <u>Term and Termination.</u> This agreement shall commence on **January 1, 2012 and remain in effect until December 31, 2012 ("2012 Contract Year.")**

SPONSOR'S OBLIGATIONS

- 2. <u>ATHLETE'S Use of Marks.</u> HOTBODIES hereby grants ATHLETE the non-exclusive right to use the phrase "Hotbodies Racing Bodywork" in connection with advertising, promotion and race activities.
- 3. <u>Supply and Use of Products.</u> HOTBODIES agrees to provide to ATHLETE for the term of this agreement products and promotional materials in the amounts reasonably necessary for use by Team riders. Support level is specified on signature page ("Support Level.") Products to be used to operate the race team as required for practice, testing and racing activities during the term of the contract. ATHLETE will make certain that HOTBODIES products are used efficiently and used for the race team only.

ATHLETE'S OBLIGATIONS

- 4. <u>HOTBODIES' Use of Marks.</u> ATHLETE hereby licenses and grants to HOTBODIES the non-exclusive right to use ATHLETE and Team names and marks in connection with the advertising, promotion and sale of HOTBODIES products to say "Team" uses HOTBODIES products exclusively. This is not limited to only those products used by the Team. ATHLETE grants HOTBODIES the non-exclusive right to use and publish photographs, sketches, drawings or other reproductions of Team motorcycles used by Team which utilize HOTBODIES products for advertising and promotion; and the right to use the word ATHLETE and other ATHLETE trade names to the extent necessary to identify race vehicles in such photographs, drawings and reproductions. All such advertising and promotional material shall be consistent with lawful advertising practices and policies. HOTBODIES shall include any notices of proprietary advertising rights as ATHLETE may direct in connection with such reproductions, words and/or marks.
- 5. <u>Team.</u> ATHLETE shall provide competitive race team to compete in professionally run competitions and events.



- 6. <u>Logo Display.</u> ATHLETE agrees that the HOTBODIES trademark logo shall appear on all said ATHLETE race vehicles as outlined in the contingency regulations, team transporters, riders and crew members in a highly visible manner (any questions please ask.)
- 7. <u>Proof of Graphics.</u> ATHLETE will provide HOTBODIES a proof of all graphics prior to printing for approval and signature.
- 8. <u>Quarterly Updates.</u> ATHLETE agrees to send quarterly race reports. Reports should detail race events, results and include a photo of racer displaying highly visible HOTBODIES logos on race vehicle(s).
- 9. <u>No Competing Endorsements.</u> ATHLETE agrees to not use products that directly compete with HOTBODIES products in any rider/team activities. ATHLETE also agrees that it will not accept sponsorships for any product that, in HOTBODIES' reasonable discretion, directly competes with HOTBODIES' products. Example categories include, but are not limited to, race bodywork, and windscreens. If there is a conflict with another sponsors please bring it to our attention ASAP so we can try and accommodate you.
- 10. <u>Indemnification by ATHLETE</u>. ATHLETE hereby agrees to indemnify and hold HOTBODIES, as well as its officers, directors, employees and agents harmless from and against any and all claims and liability that may arise out of or in connection with the activities of ATHLETE and any or all of its riders and employees.
- 11. <u>Indemnification by HOTBODIES.</u> HOTBODIES hereby agrees to indemnify and hold ATHLETE, as well as its officers, directors, employees and agents harmless from and against any and all claims and liability that may arise out of or in connection with the activities of HOTBODIES and any or all of its riders and employees.
- 12. <u>No Joint Venture or Partnership.</u> HOTBODIES and ATHLETE are independent contractors and are not joint ventures, partners or employees of any other party for any purpose whatsoever. It is further understood and agreed that no party has any right or authority to assume or create any obligations of any kind or to make any representations or warranty on behalf of any other party hereto, whether express or implied, or to bind any other party hereto in any respect whatsoever.
- 13. <u>Entire Agreement.</u> This agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or undertakings other than those hereinabove contained. This agreement may not be modified except by the express agreement in writing signed by both parties.
- 14. <u>Attorneys' Fees.</u> In the event that either party to this contract brings legal action to enforce its rights under this agreement; the prevailing party shall be entitled to costs, including reasonable attorney fees.
- 15. <u>Governing Law.</u> This agreement shall be governed by the laws of the State of California. If suit is brought by either party to enforce the terms of this Agreement or Arbitration, the parties expressly agree that suit shall be filed in San Diego County, California.



Contingency Application

First Name:	Last Name:	Race Organization and ID#:
Telephone:	Email:	Competition Number:
Address (City/State/Zip)	:	
Expert or Novice or Pro:		
	_	es to be eligible for contingency awards from plete this section for each bike)
Motorcycle Information (If using multiple bikes, please fill out a separate page per each additional bike)		
Motorcycle Raced, Year,	/Make/Model:	
Club/Organizations:		
Please list all classes you	ı will be competing in for this motorcy	cle:
Where did you purchase	e the full set of HBR bodywork? Location	on and Date:
		dies Racing):
Below is	s for HBR Representative L	Jse Only (please do not fill out)
Customer Provided copy	of Invoice for full set of HBR bodywor	k and windscreen:
Contingency eligibility is	valid from (date purchased):	
Contingency eligibility w	rill expire on (one year from date purch	nased):
Rider sponsorship contr	act has been signed and submitted to	Hotbodies Racing:
Application has been fill	ed out completely for each bike:	



2011 SPONSORSHIP AGREEMENT

Please sign and print under the athlete section of this signature page and submit only this page to Hotbodies Racing for approval.

HOTBODIES Hotbodies Racing Inc.	ATHLETE
Ву:	By:
Matthias Beier	Print Name:
Date:	Date:
SUPPORT LEVEL	
TYPE OF RACING	RR
ADDENDUM	
	his page, by checking this box and filling in your name you are ditions outlined in this contract with Hotbodies Racing.

^{**}CONFIDENTIAL INFORMATION** this document is intended for exclusive use by Hotbodies Racing Inc. and is not intended for reproduction.