



# Golf Cart Registration & Rental Information

The following information is golf cart/utility cart registration and rental information for the:

## ***Brickyard Vintage Racing Invitational***

For operation at the Indianapolis Motor Speedway

June 13 through June 18, 2017

*Please send completed registration documents to:*

Indianapolis Motor Speedway

Attn: Kellsey Reeves

kreeves@Brickyard.com

4790 W. 16<sup>th</sup> Street

Indianapolis, IN 46222

P: 317-492-6594

*Please send all golf cart rental documents to:*

Salopek Golf Car & Equipment Co.

Attn: Julie Lawson

8765 State Route 201

Tipp City, OH 45371

P: (937) 845-9301

F: (937) 845-9340

## **MANDATORY DOCUMENTS FOR ALL GOLF CARTS**

COMPLETED	ITEM	DEADLINE
	<b>CONSENT, INDEMNIFICATION &amp; LIABILITY RELEASE AGREEMENT FOR GOLF CARTS</b> <ul style="list-style-type: none"><li>Return to IMS signed by an <b>AUTHORIZED INDIVIDUAL/OFFICER OF THE COMPANY</b></li></ul>	6/5/17
	<b>ORIGINAL CERTIFICATE OF INSURANCE</b> <ul style="list-style-type: none"><li>Must confirm a minimum of \$1,000,000 per occurrence of general liability insurance coverage</li><li>Faxes and emails <b>ARE NOT ACCEPTABLE</b></li></ul>	6/5/17
	<b>2017 GOLF CART REGISTRATION FORM</b> <ul style="list-style-type: none"><li>Must be completed for privately owned or rental equipment</li></ul>	6/5/17

## **REQUIRED FOR RENTING GOLF CART – RETURNED TO SALOPEK**

COMPLETED	ITEM	DEADLINE
	<b>SALOPEK GOLF CART RENTAL AGREEMENT</b> <ul style="list-style-type: none"><li>Rental golf carts <b>MUST</b> be ordered through Salopek</li><li>Unauthorized vendor carts are not permitted</li></ul>	6/5/17
	<b>ORIGINAL CERTIFICATE OF INSURANCE</b> <ul style="list-style-type: none"><li>Must confirm a minimum of \$1,000,000 per occurrence of general liability insurance coverage</li><li>Faxes and emails <b>ARE NOT ACCEPTABLE</b></li></ul>	6/5/17

### ***Please Note:***

- After approval of all (3) forms noted above, (1) voucher per golf cart will be issued. Vouchers are issued for both privately owned carts and those rented through Salopek.
- Please note IMS suite holders will receive no more than two carts per suite.
- Electronic vouchers will be emailed to the named person on the registration form once all required documents are received and approved
- Voucher redemption procedures will be included with the vouchers – the voucher will be exchanged for a golf cart sticker credential

## **Golf and Utility Cart Operation Rules**

***Due to the special nature of these vehicles, please observe the following rules***

- NEVER Operate the vehicle while impaired by alcohol, drugs or medication
- Pedestrians have the right of way
- Be courteous at all times
- Minimum age requirement to operate golf carts, ATVs and utility carts on IMS property is 18 years old
- Proper illumination must be displayed while operating at night
- Modifying or disconnecting the speed control is prohibited
- (6) Passenger carts are not allowed in the Garage area
- Apply parking brake and remove key while not in use
- Recommend unattended carts be secured with properly locked cable and lock
- Please obey traffic signage, directions and instructions by IMS Safety Patrol
- Do not operate the carts outside the premises of the IMS property gates
- Do not operate any of these vehicles on the golf course or golf course paths
- Refueling carts is not the responsibility of IMS
- Obey golf cart seating capacity
- IMS is not responsible for lost or stolen carts

### ***Please avoid the following***

- Transporting passengers whose judgment may be impaired for any reason including but not limited to the consumption of alcohol
- Transporting passengers not seated on seat(s) provided by the manufacturer
- Passengers sitting in a backwards position on the front cowling or standing while in operation
- Heavy loads that may shift while turning
- Using reverse – please use extreme caution in backing up
- Operating any vehicle without proper authorization, at excessive speed, recklessly or without consideration to pedestrians
- Parking under grandstands without authorization or in pedestrian traffic areas

***REPORT ALL CRASHES/INCIDENTS INVOLVING THE VEHICLE TO IMS GUEST SERVICES AND/OR LAW ENFORCEMENT OFFICIALS. FAILURE TO DO SO WILL RESULT IN THE SUSPENSION OF OPERATING PRIVILEGES – REPORT ALL CRASHES/INCIDENTS REQUIRING MEDICAL ATTENTION TO LAW ENFORCEMENT OFFICIALS IMMEDIATELY***

**Pagoda Command: (317) 492-5500**



## Golf Cart Consent & Liability Release Form

- ☐ INDYCAR Grand Prix & Indianapolis 500 Mile Race
- ☐ Brickyard Vintage Racing Invitational
- ☐ NASCAR Weekend at the Brickyard
- ☐ Red Bull Air Race
- ☐ Other \_\_\_\_\_

2017 INDIANAPOLIS MOTOR SPEEDWAY

### CONSENT, INDEMNIFICATION & LIABILITY RELEASE AGREEMENT FOR USE OF GOLF CARTS

FOR OFFICE USE ONLY

IMS 500-GOL

#### The undersigned ("Licensee") agrees as follows:

Subject to the provisions set forth herein and any other regulations or restrictions that IMS may adopt, Indianapolis Motor Speedway, LLC and its affiliates (collectively, "IMS") extends to Licensee the privilege of access to and use of the premises of the Indianapolis Motor Speedway ("Speedway") including the use of a golf cart during the hours of operation and days designated by IMS in 2016 and/or in connection with the event(s) indicated above. This privilege may be revoked at any time and at the sole discretion of IMS for any reason. This privilege is granted with the understanding that Licensee is waiving and releasing any injury or damage to Licensee and is assuming sole responsibility for the golf cart and its use by providing indemnity as set forth in this agreement.

**Assumption of Risk.** LICENSEE UNDERSTANDS for itself and on behalf of each third party it represents, that its presence on the premises of the Speedway can expose Licensee and the users of the golf cart(s) to dangers both from known risk and unanticipated risk. Acknowledging that such risk exists, Licensee, for itself and on behalf of each third party it represents, assumes these risks, including the risk of negligent conduct by Released Parties and including the risks associated with anyone's use of the cart(s).

**Release, Covenant, and Waiver.** Licensee, for itself and each third party it represents, hereby releases, waives, discharges, and covenants not to sue IMS, INDYCAR, LLC ("INDYCAR"), Hulman Motorsports Corporation, Indianapolis Motor Speedway Foundation, Inc., Motorsports Safety Technology, LLC ("MST"), Automobile Competition Committee for the United States ("ACCUS"), United States Auto Club, Inc. ("USAC"), Andersen Promotions, LLC, Parella Racing LLC, d/b/a Sportscar Vintage Racing Association ("SVRA"), National Association for Stock Car Auto Racing, Inc. ("NASCAR"), Red Bull Air Race GmbH, and/or Event Participants and all of the officers, directors, members, shareholders, owners, successors, assigns, agents, representatives, and affiliates of each, (collectively, "Released Parties") from any and all claims or liability arising out of any personal injury or property damage suffered while on the premises of the Speedway, including, but not limited to, any claim arising out of any condition on the premises of the Speedway or the conduct of any person in connection with the preparation for, supervision of, or conduct of any Event or activity at the Speedway. Licensee specifically releases the Released Parties, individually and collectively, for their negligence in any form. In signing this release, Licensee FULLY RECOGNIZES THAT IF LICENSEE (AND/OR ANY LICENSEE EMPLOYEE, AGENT, REPRESENTATIVE, OR GUEST) IS HURT, OR HAS A LOSS AS A RESULT OF AN INJURY AND/OR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF THE SPEEDWAY, NEITHER LICENSEE NOR ANY OF LICENSEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR GUESTS WILL HAVE ANY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM CAUSED INJURY OR DAMAGE BY THEIR NEGLIGENCE. If such action is made, Licensee's indemnity obligation will apply. The term "Event Participants" shall include any person or entity along with their officers, directors, members, shareholders, owners, successors, assigns, agents, employees, representatives, and affiliates that are in any way associated with or connected to the race facility, an Event, or other activity including but not limited to track owners, race promoters, racing associations, sanctioning and/or governing organizations, officials, track workers, volunteers, entrants, car owners, plane owners, drivers, pilots, pit/flight crew members, aircraft mechanics, safety crew members, medical personnel, sponsors, manufacturers, suppliers, designers, advertisers, inspectors, construction contractors, engineers, architects, insurers, and all persons in a restricted area and/or participating in restricted activities.

**Risk of Loss.** LICENSEE UNDERSTANDS, ACKNOWLEDGES, AND AGREES that all golf carts operated on the premises of the Speedway, regardless of ownership, must be registered with IMS. LICENSEE FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES that it assumes and shall be responsible for the risk of loss to Licensee, its employees, agents, representatives, guests, and the Released Parties from the acts or omissions of Licensee, its employees, agents, representatives, guests, and IMS with respect to Licensee's exercise of its rights and obligations associated with the use of a golf cart at the Speedway, including without limitation the operation of a golf cart by Licensee and/or its employees, agents, representatives, and guests. Licensee shall maintain commercial general liability insurance for full coverage of claims to a limit of at least \$1,000,000 per occurrence with each member of the Released Parties named as additional insured and coverage shown as primary to any other coverage available to Released Parties. This insurance must insure Released Parties for any claim, including claims of negligence asserted against any Released Party (including the cost of defense and liability), in any way connected with or arising out of the use of the golf cart, regardless as to the manner of use.

**Indemnity.** LICENSEE SPECIFICALLY AGREES to indemnify, defend, and hold harmless the Released Parties as to all lawsuits, claims, damages, costs, and attorneys' fees, including claims as to Released Parties' sole or contributory negligence, which arise out of use of golf cart(s), presence at the Speedway, and/or Licensee's violation or Licensee's employees', agents', representatives' and guests' violation of any provision of this Consent, Indemnification & Liability Release Agreement for Use of Golf Carts including, but not limited to, the transfer of any credential and/or golf cart sticker without the written permission of IMS or the filing of a lawsuit barred by this Consent, Indemnification & Liability Release Agreement for Use of Golf Carts (including unsuccessful contentions that this release is unenforceable). Licensee understands that its indemnity obligation is not satisfied by the insurance provided by Licensee unless that insurance fully indemnifies and holds the Released Parties harmless.

**Commercial Rights.** LICENSEE UNDERSTANDS AND AGREES for itself and/or each third party it represents, that IMS and its successors and assigns, shall have and own, in connection with any race, racing activities, or other event (collectively, "Events") held on the premises of the Speedway, the sole and exclusive right to commercially exploit such Events including all rights to all photographs, video reproductions, audio reproductions, films or motion pictures, radio or television broadcasts, and other reproductions or depictions of any such Events or any portion thereof, including without limitation descriptions, pictures, likenesses, images, name, and sound of Licensee alone or with other persons, through any and all media whether now known or hereafter discovered, and all rights to copyright, reproduce, distribute, display, perform, sell, license or otherwise dispose of the same for any purpose whatsoever, including the advertising and exploitation thereof, together with alterations and derivative works of each of the above. Licensee also hereby grants to IMS a non-exclusive, perpetual license to use Licensee's rights of publicity (or similar) for the purpose of promoting the Events and IMS. Licensee agrees that it will not reproduce, sell, or otherwise use or exploit any photograph, film, video, audio, depiction, or reproduction of the IMS premises, trademarks, service marks, name, Events, or other property, or assist another party in doing any of the foregoing, without IMS's prior written consent.

**Governing Law and Jurisdiction.** LICENSEE AGREES that this Agreement is governed by Indiana law. The exclusive jurisdiction as to any action that involves this Agreement, including interpretation or application of the Release, Covenant and Waiver, and Indemnity, shall be a federal or state court residing in Marion County, Indiana.

**Non-Transferability.** LICENSEE AGREES that the privileges extended to it WILL NOT BE TRANSFERRED TO ANOTHER AND CAN BE REVOKED at any time and for any reason which IMS determines in its sole discretion to be desirable, including, but not limited to, improper attire, misconduct, or misuse of any privilege granted to it. LICENSEE UNDERSTANDS that false information given to obtain credentials and/or a golf sticker or misuse of assigned credentials and/or a golf cart sticker (transferring, duplication, etc.) will result in revocation of all credentials and/or a golf cart sticker. The issuance of current and future credentials and/or a golf cart sticker shall be at IMS's sole discretion.

**Acknowledgement.** LICENSEE ACKNOWLEDGES AND AGREES that a duly authorized representative of Licensee has executed this Agreement as of the date set forth below, and acknowledges that such party has read, understands, and agrees, on behalf of Licensee, to the terms and conditions of this Consent, Indemnification & Liability Release Agreement for Use of Golf Carts.

**READ! YOUR LEGAL RIGHTS ARE AFFECTED.**

COMPANY LEGAL NAME (LICENSEE NAME)

CORPORATE IDENTIFICATION NUMBER / TAX ID NUMBER

ADDRESS OF LICENSEE

CITY

STATE

ZIP

NAME AND TITLE, PRINTED

TELEPHONE (INCLUDE AREA CODE)

EMAIL ADDRESS

DATE



**THIS IS A RELEASE - YOUR LEGAL RIGHTS ARE AFFECTED**

(Authorized Representative or Officer of Licensee, on behalf of Licensee)


FOR OFFICE USE ONLY

By voluntarily providing IMS with the information herein, you give IMS permission to contact you, send you promotional and/or other marketing information about products, services, and offerings from IMS and its affiliated companies, sponsors, and promotional partners, and/or share the information that you disclose with IMS's affiliated companies and other non-affiliated third parties selected by IMS.

**THIS IS A RELEASE**

S-571F

## Golf Cart Certificate of Insurance Requirement

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) CURRENT DATE																																																											
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																																													
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																													
PRODUCER INSURANCE AGENCY/COMPANY INFORMATION TO BE ENTERED HERE	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ALL INSURANCE CARRIERS TO BE SHOWN</td> <td></td> </tr> <tr> <td>INSURER B: (Note letter designation on left side of form.)</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ALL INSURANCE CARRIERS TO BE SHOWN		INSURER B: (Note letter designation on left side of form.)		INSURER C:		INSURER D:		INSURER E:		INSURER F:																																														
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The liability coverage set forth herein has been endorsed to include IMS Group as an additional insured. This coverage shall be primary and non-contributory as to any other coverage available to the IMS Group. This policy has been endorsed to include a waiver of subrogation.																																																													
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ACORD 25 (2014/01)

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## Golf Cart Registration

FOR OFFICE USE ONLY	
___	Registration Completed
___	Release Form Completed
___	Correct COI
___	Vouchers Email/Pick-Up
___	Voucher Number

### ***MUST BE COMPLETED***

Please complete and return this form to operate both privately owned and Salopek Golf Car & Equipment Co. rental carts within the Indianapolis Motor Speedway.

Prior to issuance of any golf cart vouchers, all forms must be completed, submitted to IMS and APPROVED by June 5.

Electronic vouchers will be **emailed to the named person on this registration form** once all required documents are received and approved by the IMS Credential Office. The IMS Credential Office will open on Monday, June 12 should you choose to pick up the voucher instead.

MANUFACTURER/MODEL	SALOPEK RENTAL CHECK HERE	PRIVATELY OWNED CHECK HERE	COLOR/DESIGN SCHEME	NUMBER OF PASSENGER SEATS	FLATBED CHECK HERE
1.					
2.					
3.					
4.					
5.					
6.					
7.					

**MINIMUM AGE OF INDIVIDUAL OPERATING GOLF CARTS IS 18 YEARS**

Company Name \_\_\_\_\_

Name \_\_\_\_\_  
(List name of individual to redeem voucher on IMS Property)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Email address \_\_\_\_\_  
(Required)



## SVRA Rental Information



**Salopek Golf Car & Equipment Co., Inc.**  
8765 State Route 201  
Tipp City, OH 45371

Phone: 937 / 845-9301

Fax: 937 / 845-9340

### GOLF CAR RENTAL AGREEMENT

The following is a Rental Agreement between Salopek Golf Car & Equipment Co., Inc. (SGC) and (Customer) for the rental of golf cars for the 2017 Brickyard Vintage Racing Invitational, held at Indianapolis Motor Speedway, 4790 W. 16<sup>th</sup> Street, Indianapolis IN 46222:

**LESSEE COMPANY NAME:**

**Contact Person:**

**Credit Card Billing Address:**

**City, State, Zip:**

**Phone (Office/On-Site):**

**Fax:**

**E-Mail:**

**Rental Pick-Up Date:**

**Rental Return Date:**

All golf cars must be returned to pick-up location no later than 2 hours after end of event on Sunday, June 18, 2017. Any golf cars returned after that time or golf cars not returned will incur an additional \$200.00 per golf car late fee. Any golf car keys not returned will incur an additional \$10.00 per golf car key fee. All stickers, decals and/or sticky residue **MUST** be removed before return of golf car(s). Customer will incur a \$100.00 cleaning charge per item if not removed.

QTY	TYPE OF GOLF CAR	PRICE/CAR/EVENT	7% TAX	TOTAL DUE
	2-PASSENGER	\$335.00		
	4-PASSENGER	\$385.00		
	WORKHORSE	\$385.00		

\*Prices do not include any loss or damage expenses incurred during rental. Actual taxes will be based on rate in effect at the date of the event.

\*\*There are no credits or refunds due to inclement weather. There are no credits or refunds if Customer misuses Equipment, leaves lights on and runs battery dead, resulting in inability to use Equipment.

Payment/COI/Confirmation: Must be received in our office by **May 23, 2017**. Orders received after May 23, 2017 will be honored, subject to availability, and will have a **\$100.00** per golf car up-charge fee.



Method of Payment: (Circle one)    VISA    MASTERCARD    CHECK\*

**\*No checks will be accepted after May 16, 2017.\***

Credit Card Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
3 Digit Security Code (CVV): \_\_\_\_\_  
Name on Credit Card: \_\_\_\_\_  
Address on Credit Card: \_\_\_\_\_  
Signature: \_\_\_\_\_

Please direct all payments, COIs and confirmations to:

Salopek Golf Car & Equipment Co., Inc.  
ATTN: Julie Lawson  
8765 State Route 201  
Tipp City OH 45371  
Office: 937-845-9301  
Fax: 937-845-9340  
Email: [rentals@salopekgolfcar-equip.com](mailto:rentals@salopekgolfcar-equip.com)

Definitions:

1. SGC – Refers to Salopek Golf Car & Equipment Company, Inc.
2. Equipment – Refers to all rental vehicles including 2-passenger, 4-passenger, workhorse (2-passenger w/utility box) golf cars.

Renting and/or Operating the Equipment:

1. Must be at least 18 years of age and have a valid driver's license.
2. Do not operate under the influence of drugs, alcohol or any mind altering substances.
3. Any reckless or unsafe driving will result in immediate forfeiture of the Equipment without refund.
4. All stickers, decals, and/or sticky residue MUST be removed from the Equipment before they are returned to SGC. Customer will incur a **\$100.00 cleaning charge per item** if not removed.
5. For safety purposes, tampering with or adjusting the Equipment to increase speed will result in the immediate surrender of the Equipment without refund and a **\$500.00 fine**.
6. Never leave the keys in the Equipment when unattended. Equipment is to be locked at all times when not in use. If Equipment is found unattended and unlocked, a fine may be incurred by the Customer.
7. Never operate the Equipment with more passengers aboard than it is designed to accommodate. Failure to comply with this rule will result in immediate forfeiture of the Equipment without refund.

8. Any keys not returned with the Equipment will incur an additional charge of **\$10.00 per key**. If lock/cable/key sets are provided with rental, Customer will be charged **\$40.00 per set** if any part of the lock/cable/key set is missing (including key tags/fobs), or if the lock needs to be cut off.
9. Equipment uses regular unleaded gas – do not allow Equipment to run out of gas. If Equipment needs to be towed in due to running out of gas, a tow fee may be charged.
10. Equipment is not permitted to be sub-leased by the Renter to any individuals.
11. Customer is responsible to regularly check oil in Equipment and add oil (10W30) if oil level is low.
12. In the event of Equipment breakdown/failure, notify SGC immediately (leave message) – not after end of event.
13. **THIS RENTAL CONTRACT MAY BE CANCELLED/TERMINATED BY EITHER PARTY WITHOUT PENALTY NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE OF THE EVENT. SGC MAY ALSO TERMINATE RENTAL AT ANY TIME WITHOUT NOTICE AND TAKE POSSESSION OF THE EQUIPMENT IF ANY OF THE TERMS OF THIS CONTRACT ARE NOT COMPLIED WITH.**

**Failure to comply with any of the terms of this contract may result in the Equipment being impounded without refund.**

This Rental Agreement is the entire Agreement between the parties and all prior agreements, negotiations and discussions are hereby merged herein and superseded hereby. There are no warranties or representations that are not expressly set forth in this Agreement. Terms and Conditions for Sales and Rentals are listed on page 3 of this document and are an integral part of the contract. In the event of non-payment of rental invoice and said rental invoice is sent to collections agency, Customer agrees to pay all collections agency/attorney/legal fees. Customer agrees to the conditions set forth and acknowledges acceptance of the Agreement by signing below. The above rental will not be confirmed and golf cars will not be delivered until we receive the signed copy in our office.

Salopek Golf Car & Equipment Co., Inc. (Customer)

Name: Julie Lawson Signature: X

Title: Special Events Coordinator Printed Name: \_\_\_\_\_

Date: March 16, 2017 Date: \_\_\_\_\_



#### TERMS AND CONDITIONS OF RENTAL

In consideration of the hiring of the Equipment described, without operator, by the undersigned (hereinafter referred to as the "Renter") from the company named on reverse side (hereinafter referred to as the "Dealer") upon the terms and conditions and for the price herein specified, it is agreed as follows:

1. **RENTAL AND TERM** begins on the date & time specified as "DELIVER" or "CHECK OUT" and terminates on the date and time specified as "PICK UP" or "RETURN" unless amended in writing on the reverse of this contract. Rental charges commence on delivery of Equipment to Renter and end upon return of equipment to Dealer's premises or designated event check in/out location. **THIS RENTAL CONTRACT MAY BE CANCELLED/TERMINATED BY EITHER PARTY WITHOUT PENALTY NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE OF THE EVENT. SGC MAY ALSO TERMINATE RENTAL AT ANY TIME WITHOUT NOTICE AND TAKE POSSESSION OF THE EQUIPMENT IF ANY OF THE TERMS OF THIS CONTRACT ARE NOT COMPLIED WITH.** Renter agrees to pay rental fees per the terms on the reverse side of this agreement and, upon return of Equipment or time for return of the Equipment, all charges and costs for damages, destruction or loss of the Equipment. Renter's right to use the Equipment terminates on the expiration and due date set forth above unless extended in writing by Dealer. **EQUIPMENT IS NOT PERMITTED TO BE SUB-LEASED BY RENTER TO OTHER INDIVIDUALS.**

2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS.** Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair. Renter hereby certifies and warrants that he has a good working knowledge of the use of the Equipment and that he will not permit any other party to use the Equipment who is not equally as familiar with the Equipment. Renter acknowledges and declares that Renter has examined the Equipment, and Renter declares that he has received all of such Equipment in a secure and operative condition. Renter agrees to return the Equipment to Dealer's premises or designated event check in/out location upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear accepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a single shift (twelve hours per day, five days per week) basis.

3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the personal property should it at anytime, following the execution of the agreement or any subsequent agreement, becomes unsafe or in a state of disrepair. Furthermore the Renter will immediately notify Dealer that the Equipment is unsafe or in disrepair and, until such time as Dealer has regained possession, the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental Equipment or product.

4. **COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use Equipment.

5. **PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer's consent, Renter shall not remove the Equipment from the county in which it is rented and, in the case of special events (auto races, fairs, auctions, horse shows, etc) the legal boundaries of the event grounds.

6. **RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm, or tamper with the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of said Equipment, Renter agrees to accept all responsibility therefore and shall hold dealer harmless from any claims or action arising there from. Renter shall furnish Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Renter must complete a formal theft report with local police authorities if applicable. Renter assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the Equipment ("loss or damage") from any cause whatsoever, whether or not covered by insurance, and no such loss shall release Renter of his/her obligation under this agreement in the event of loss or damage. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or loss of possession thereof, or inability to return the same to Dealer, on the expiration and due date, for any reason whatsoever, Renter agrees to pay immediately all charges and costs incurred for repair of the Equipment and/or shall pay Dealer the actual replacement cost thereof, and in addition thereto dealer's loss of use of said Equipment.

- If Equipment is subsequently recovered by Dealer, the replacement cost charge will be waived and the customer will be charged a \$250.00 recovery fee plus any other applicable loss or damage charges.
- Any keys not returned with the Equipment, or missing key tags, will incur an additional charge of \$10.00 per key.
- If lock and chain sets are provided, Renter will be charged a \$40.00 fee per set if any part of the set(s) is not returned, including key tags/fobs.

7. **DISCLAIMER WARRANTIES, DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Dealer's sole responsibility in the event of any malfunction is to repair the Equipment or to rebate to Renter a prorated share of the rent for the period the Equipment was unusable. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment.

8. **PAYMENT TERMS AND PENALTIES.** Dealer shall make NO refunds and NO credits for early return of Equipment except those stated above. A \$75.00 fee will be charged to Renter for any returned check. Invoices not paid within terms are subject to a 4% per month finance charge. **IN THE EVENT OF NON-PAYMENT OF RENTAL INVOICE AND SAID RENTAL INVOICE IS SENT TO COLLECTIONS AGENCY, RENTER AGREES TO PAY ALL COLLECTIONS/ATTORNEY/LEGAL FEES.**

9. **INDEMNIFICATION OF DEALER BY RENTER.** Renter indemnifies and holds Dealer harmless of, from and against any and all claims, loss, costs, damages, attorney's fees, and/or liability in connection with the hiring and use of the Equipment, it being expressly understood that Customer assumes all such liability to the extent Dealer has such liability -- regardless of whether a lawsuit is filed or in the event a suit is instituted by Dealer to recover possession of said Equipment, or to enforce any terms, conditions or provisions hereof. Renter agrees to pay all costs and reasonable attorney's fees of Dealer incurred in connection therewith.

10. **THEFT WARNING.** Failure to return Equipment on the expiration and due date in certain circumstances will be considered a theft, resulting in a criminal prosecution.

11. **TAXES (Applies to sales and rentals).** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay taxes whether said taxes appear as part of the face of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by any governmental authority for taxes arising out of this transaction, Renter agrees to pay to Dealer said taxes upon demand.

12. **TITLE.** The Equipment is, and shall at all times remain, property of Dealer, and Renter shall have no right, title, or interest except as expressly set forth in this Rental Agreement. The golf cars are and shall at all times be and remain personal property. No additions or improvements to the Equipment of any kind or nature shall be made by Renter. If the Equipment is levied upon for any reason whatsoever, Dealer may retake the equipment without notice or legal process, and may take all action reasonably necessary to do so.

13. **CONSTRUCTION.** The paragraph headings used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of the Rental Contract. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any term or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intention that such term or condition be reformed to the extent permissible by law, and the remainder of the terms and conditions of this Agreement shall remain in full force and effect and shall in no way be impaired or invalidated.

#### TERMS AND CONDITION OF SALE (APPLIES ONLY TO ITEMS SOLD, NOT RENTED)

In consideration of the purchasing of the Equipment described by the undersigned (hereinafter referred to as the "Buyer") from the company named on reverse side (hereinafter referred to as the "Dealer") upon the terms and conditions and for the price herein specified, it is agreed as follows:

#### USED PRODUCTS:

The Buyer hereby acknowledges that the product(s) described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "as is" and "with all faults" basis.

The Dealer as the seller makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the DEALER does NOT make any implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless the DEALER has so provided in writing and the writing is assigned by an AUTHORIZED REPRESENTATIVE of the DEALER. I, the buyer hereby acknowledge that I have read all of the above terms and conditions of sales and that I understand that this is an "as is" sale of used goods.

**NEW PRODUCTS:** Buyer acknowledges that the ONLY warranties provided with this product(s) are those provide by the manufacturer and that the DEALER makes NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, either express or implied.

## **MANDATORY CERTIFICATE OF INSURANCE REQUIREMENTS**

Current Certificate of insurance that **must** accompany the commercial use of golf cars/motorized vehicles permit request are required to:

- ❖ Specifically state that use of a golf car or other motorized vehicle is covered by insurance.
- ❖ Include the name of the company or individual who will be operating the equipment on the Indianapolis Motor Speedway property as the named insured on the certificate.
- ❖ Include comprehensive general liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence.
- ❖ Include the appropriate additional insured language (as described below) in The "Description of Operations" section of the certificate:
  - ***"Salopek Golf Car & Equipment Co., Inc. and IMS Group shall be named as an additional insureds in respect to general liability. Coverage shall be primary and non-contributory and shall include a waiver of subrogation in favor of the additional insureds. Use of golf cars is covered by insurance."***
- ❖ Under "Certificate Holder" please list the following as additional insured:
  - ***Salopek Golf Car & Equipment Co., Inc.  
8765 State Route 201  
Tipp City, OH 45371***
- ❖ You will need to submit one Certificate of Insurance to Salopek with the required information above.
- ❖ Certificate of Insurance must be on an Acord 25 Form.