



Transportation & Communication
5239 Z-Max Blvd.
Harrisburg, NC 28075
(P) 704-454-1619 (F) 704-455-9319
golfcarts@smiproperties.com

Dear Valued Customer:

Important Information! Please read carefully regarding each of the processes below as some of them may have changed.

Enclosed you will find important information regarding, the 2021 Golf Cart Rentals for all SMIP affiliated Speedways:

Atlanta Motor Speedway
Charlotte Motor Speedway
COTA
New Hampshire Motor Speedway

Bristol Motor Speedway
Sonoma Raceway
Las Vegas Motor Speedway
Texas Motor Speedway

- **Eligibility** – A business contract is required in order to operate a cart on property. You **MUST** specify your contract type at the top of the 2021 Rental Request Form (“Form”) or your form will be considered incomplete. The Insured listed on the Certificate of Insurance (“COI”) must match that of the legal Company Name on the Form.
- **ALL Events** – are billed separately and individually.
- **Golf Carts are for Business Use ONLY!** **(A VALID, SIGNED CONTRACT IS REQUIRED)** it **MUST** be in the same name as applied, with either; SMISC Holdings, LLC (SMISC or SMIP), Speedway Motorsports, LLC, Levy Restaurants (Levy), or NASCAR, to qualify for business use of a golf cart.) (Insured’s Name on Certificate of Insurance must also match this name.)
- **2021 Golf Cart Rental Request Form and Agreement – A Separate request form must be filled for each event.** Fully completed forms must be faxed or emailed prior to the requested Event deadline for approval. This form does not guarantee the items requested until approved by SMIP. Once approved, you will receive a confirmation email and receipt of payment to bring to the golf cart compound for pick up.
- **2021 Golf Cart Request Deadline Schedule** – A 2021 Schedule of Events and deadlines are included for your reference. All Requests **MUST** be received prior to the listed event deadline in order not to incur a late fee.
- **2021 Sample Certificate of Insurance (“COI”)** – is included in the packet for reference, as in previous years a **\$5 million Commercial General Liability per occurrence** remains in effect. Also, **all golf cart rentals require a \$15,000 per golf cart Property Coverage Policy.**

Due to a limited number of golf carts at each Speedway, all requests received after the deadline will be added to a wait list. All subsequent requests, placed on a waiting list, are placed in the order in which they are received. Wait list orders are not guaranteed, and will be filled upon availability, on a first come first serve basis. If filled, an additional 15% late fee will apply. As in years past, the cancellation policy will remain 15 days prior to the Wednesday of the requested Event Weekend.

SMI Properties MUST approve all requests and insurance. All rental requests must be business related. Please send all Completed forms and COI by fax to 704-455-9319 or by e-mail to golfcarts@smiproperties.com. Once your request is received and processed, a confirmation and copy of your receipt will be emailed to the address provided on the request form. For more information or questions please feel free to visit our website at www.smiproperties.com/golfcarts or contact Roberta Hood by email at rhood@smiproperties.com or phone at 704-454-1619.

We wish everyone a successful 2021 season!

Sincerely,

Terry McKee
Director of Assets & Transportation



2021 GOLF CART REQUESTED DEADLINES

Requests must be placed two weeks (15 days) prior to the Wednesday of the event week.
Dependent upon availability; All golf cart orders placed after the listed event deadline will be charged a
non-negotiable 15% late fee. \$50.00 for Credentials

EVENT LOCATION	REQUEST DEADLINE	EVENT / EVENT DATES
FEBRUARY, 2021		
Las Vegas Motor Speedway	February 17, 2021	NASCAR Weekend March 6 - 7, 2021
MARCH, 2021		
Atlanta Motor Speedway	March 3, 2021	NASCAR Weekend March 20 - 21, 2021
Bristol Motor Speedway	March 11, 2021	NASCAR Weekend March 27 - 28, 2021
APRIL, 2021		
Charlotte Motor Speedway	March 24, 2021	Charlotte AutoFair April 8 - 10, 2021
Las Vegas Motor Speedway	March 31, 2021	NHRA Four Wide Nationals April 16 - 18, 2021
MAY, 2021		
Charlotte Motor Speedway	April 14, 2021	Epicenter Festival April 30 - May 2, 2021
Texas Motor Speedway	April 14, 2021	Indy Car May 1 - 2, 2021
zMAX Dragway	April 28, 2021	NHRA Four Wide Nationals May 14 - 16, 2021
COTA	May 5, 2021	NASCAR Weekend May 21 - 23, 2021
Charlotte Motor Speedway	May 12, 2021	NASCAR Weekend May 28 - 30, 2021
JUNE, 2021		
Sonoma Racway	May 19, 2021	NASCAR Weekend June 5 - 6, 2021
Texas Motor Speedway	May 26, 2021	Trucks & NASCAR All-Star Race June 12 - 13, 2021
JULY, 2021		
Atlanta Motor Speedway	June 23, 2021	NASCAR Weekend July 10 - 11, 2021
New Hampshire Motor Speedway	June 30, 2021	NASCAR Weekend July 17 - 18, 2021
Sonoma Raceway	July 7, 2021	NHRA Nationals July 23 - 25, 2021



**2021 GOLF CART
REQUESTED DEADLINES**

Requests must be placed two weeks (15 days) prior to the Wednesday of the event week.
Dependent upon availability; All golf cart orders placed after the listed event deadline will be charged a
non-negotiable 15% late fee. \$50.00 for Credentials

EVENT LOCATION	REQUEST DEADLINE	EVENT / EVENT DATES
AUGUST, 2021		
Charlotte Motor Speedway	July 28, 2021	Monster Trucks August 14, 2021
SEPTEMBER, 2021		
Charlotte Motor Speedway	August 25, 2021	Charlotte Auto Fair September 9 - 11, 2021
Bristol Motor Speedway	September 1, 2021	NASCAR Weekend September 17 - 18, 2021
zMAX Dragway	September 1, 2021	NHRA Carolina Nationals September 17 - 19, 2021
Las Vegas Motor Speedway	September 8, 2021	NASCAR Weekend September 25 - 26, 2021
OCTOBER, 2021		
Charlotte Motor Speedway	September 22, 2021	NASCAR Weekend October 8 - 10, 2021
Texas Motor Speedway	September 29, 2021	NASCAR Weekend October 16 - 17, 2021
Charlotte Motor Speedway	October 13, 2021	Dirt Track - Short Track Championship October 28 - 31, 2021
Las Vegas Motor Speedway	October 13, 2021	NHRA Nationals October 28 - 31, 2021
NOVEMBER, 2021		
Charlotte Motor Speedway	October 20, 2021	Dirt Track - World of Outlaw Finals November 4 - 6, 2021



Transportation & Communication
 5239 Z-MAX Boulevard, Harrisburg, NC 28075
 (P) 704.454.1619 (F) 704.455.9319
golfcarts@smiproperties.com

Company, desires to have SMISC Holdings, LLC, d/b/a SMI Properties ("SMIP") register the golf cart or mobile equipment, referenced below (the "Equipment") solely for the purpose of business use at SMIP affiliate speedway facilities (each a "Speedway" and collectively the "Speedways"), defined as a motorsports facility owned by a direct or indirect Speedway Motorsports, LLC subsidiary, during the 2021 Event Weekends listed below. SMIP is under no obligation to accept or approve this Request Form. Upon being accepted and approved in writing by SMIP, in its sole and absolute discretion, this Request Form, along with the attached Terms and Conditions and Rules and Regulations, shall together make up the 2021 SMIP Golf Cart Rental Agreement (the "Agreement"). If this Request Form is accepted and approved by SMIP, Company and its employees, agents and authorized users hereby acknowledges and agrees to comply with the terms and conditions of the Agreement.

2021 GOLF CART RENTAL REQUEST FORM

(A CONTRACT IS REQUIRED to be in this same name with SMISC Holdings, LLC (SMISC or SMIP), Speedway Motorsports, LLC, Levy Restaurants (Levy), a Speedway, or NASCAR to qualify for business use of a golf cart.) (Insured's Name on Certificate of Insurance must also match this name.) Please Specify who your contract is with by checking one of the below.

Business Contract (check one) SMISC SMIP SM LEVY NASCAR or Speedway/Other _____
(please specify "other" or list individual Speedway here)

Company Legal Name _____
(Must Match Name on COI)

Company Doing Business As Name _____

Address _____ City _____ State _____ Zip _____

Primary Contact Name _____ Email Address _____

Phone Number _____ Cell Number _____

On-Site Contact Name _____ Cell Number _____

Sanctioning Race Series Affiliation & Car/Truck #: NCS # _____ XFINITY # _____ NTS # _____ Other _____
(IndyCar, ARCA, Sponsor, Media, Vendor, etc...)

2021 EVENT WEEKENDS

(A separate form MUST be completed for each event weekend, PLEASE CHECK ONLY ONE)

- | | | |
|--|---|---|
| <input type="checkbox"/> Las Vegas Motor Speedway
NASCAR Weekend ♦ March 6 - 7 | <input type="checkbox"/> Sonoma Raceway
NASCAR Weekend ♦ June 5 - 6 | <input type="checkbox"/> Charlotte Motor Speedway
NASCAR ♦ October 9 - 11 |
| <input type="checkbox"/> Atlanta Motor Speedway
NASCAR Weekend ♦ March 20 - 21 | <input type="checkbox"/> Texas Motor Speedway
Truck & All-Star race ♦ June 12 -- 13 | <input type="checkbox"/> Texas Motor Speedway
NASCAR ♦ October 24 - 25 |
| <input type="checkbox"/> Bristol Motor Speedway
NASCAR Weekend ♦ March 27 - 28 | <input type="checkbox"/> Atlanta Motor Speedway
NASCAR Weekend ♦ July 10 - 11 | |
| <input type="checkbox"/> Texas Motor Speedway
IndyCar ♦ May 1 - 2 | <input type="checkbox"/> New Hampshire Motor Speedway
NASCAR ♦ July 18 - 19 | |
| <input type="checkbox"/> COTA
NASCAR Weekend ♦ May 21 - 23 | <input type="checkbox"/> Bristol Motor Speedway
NASCAR ♦ September 17 - 19 | |
| <input type="checkbox"/> Charlotte Motor Speedway
NASCAR ♦ May 28 - 30 | <input type="checkbox"/> Las Vegas Motor Speedway
NASCAR ♦ September 25 - 27 | Other _____ |

Equipment List & Rental Rates (Daily Rates Not Available)

CMS May Races ONLY: receive a discounted rate for Coca-Cola 600 see cover page for details

	Type	Rental Rate	Quantity	Line Subtotal	15% Late Fee <small>(Added Post Tax)</small>
	4 Passenger	\$515/Event			\$77.25/ Per Cart
	Carryall	\$610/Event			\$91.50/ Per Cart
	6 Passenger	\$725/Event			\$108.75/ Per Cart

Subtotal \$ _____ + Sales Tax _____ + Late Fee (15%) _____ = Total Due SMIP \$ _____

(Added to all orders placed after the event deadline)

©2020 SMI Properties

(Invoice Accounts Only) Purchase Order Number: _____

SMIP USE ONLY: Initials: _____ Date: _____



5239 Z-Max Blvd
Harrisburg NC 28075
704-455-9453

Credit Card Payment Authorization Form

By signing this form you authorize SMISC Holdings, LLC, d/b/a SMI Properties, permission to debit the provided card the full amount due, as well as any accrued fees that should arise during the event, and also understand that any cancellations received within fifteen (15) days prior to the event or equipment not picked up during the event will **NOT** be refunded.

Please complete the information below:

I _____ authorize SMISC Holdings, LLC,
(Print Name)

d/b/a SMI Properties, to charge the credit card account listed below in the full amount due for all requested Golf Cart Rental(s) and/or Credential(s).

Please Check One:

I authorize the use of the provided card for a Single Event Transaction Only.

I authorize the use of the provided card on ALL Future Event Transactions.

Account Type: Visa MasterCard AMEX

Cardholder Name: _____

Card Number: _____

Expiration Date: _____ Billing Zip Code: _____

Billing Address Number for card _____

FAX: 704.455.9319

Phone: 704.454.1619

SIGNATURE _____

DATE _____

I authorize SMISC Holdings, LLC d/b/a SMI Properties to charge the credit card indicated in this authorization form according to the terms outlined above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form. Additional Fees are non-negotiable and non-refundable. They may include but are not limited to: (a) All repair cost for Equipment that is returned with body damage (b) Failure to return Equipment Pick-Up Fee - \$300.00 (c) Late Fees - 15% per cart or \$50.00 per credential on orders placed after listed deadline, \$50.00 for carts returned after posted closure hours for the last day of event. (d) Decal Removal or Decal Replacement - \$40.00 per decal (e) Keys - \$25.00

SMIP GOLF CART RENTAL TERMS AND CONDITIONS

1. **AGREEMENT:** This document properly executed by Company, shall upon written acceptance by SMIP constitute a valid and binding agreement and unless terminated earlier in accordance with its provisions herein, shall continue through midnight on the day immediately following the completion of the Rental Period as identified in the 2021 Event Weekend section of the Request Form. Company represents and warrants that all the information provided by Company is and shall remain true and correct. Company warrants that it and its employees, agents and authorized users shall comply with the terms of this Agreement.

2. FEES & CANCELLATION:

(a) **Fees:** In consideration of the rights granted by SMIP to Company hereunder, Company agrees to pay SMIP the Rental Rate as indicated on the Request Form for each requested Equipment plus taxes and any Additional Fees, as described in Exhibit A, which Company may become responsible for. All monetary obligations owed to SMIP hereunder are due and payable in full at the time of confirmation of Equipment availability, unless prior arrangements have been agreed to in writing by both parties. No Equipment will be released until such payment is received.

(b) **CANCELLATIONS:** COMPANY WILL NOT BE REFUNDED ANY PORTION OF THE RENTAL RATE FOR CANCELLATIONS RECEIVED WITHIN FIFTEEN (15) DAYS OF THE WEDNESDAY BEFORE THE BEGINNING OF THE RENTAL PERIOD OR FOR EQUIPMENT NOT PICKED UP DURING THE RENTAL PERIOD.

3. USE:

(a) **Credentials:** Annual/Event Credentials ("Credentials") are non-transferable and must be affixed to the front right side cowl. Failure to display Credentials may result in impoundment and subject to other fees. Credentials do not grant Equipment access to grandstand, concourse or other secured areas of Speedway properties. At any and all times during the Rental Period, SMIP or Speedway retains the right to revoke Equipment or Credential privileges' should they be abused or used improperly.

(b) **Condition, Return of Equipment, Maintenance:** At the time of Equipment pick-up, Company is responsible for inspecting and reporting any open and obvious Equipment damages to SMIP prior to leaving the Compound. Company must return Equipment to the Compound, within three (3) hours after the conclusion of the last event during the Rental Period ("Return Deadline") and must obtain a return receipt from SMIP before leaving. **Should Company fail to return Equipment by Return Deadline then Company will be charged a late fee of \$300.** Damages which occur during the Rental Period must be reported to the Compound and are the responsibility of the Company. Should Equipment maintenance become necessary (flat tire, oil leak, etc.) during the Rental Period, Company shall notify the Compound immediately. Company shall not perform or attempt to perform any maintenance on Equipment. **COMPANY WILL BE CHARGED FIVE HUNDRED DOLLARS (\$500.00) FOR TAMPERING WITH THE SPEED GOVERNING SYSTEM.**

(c) **Rules and Regulations:** Company shall observe and abide by the Golf Cart Rules and Regulations attached to this document as **Exhibit A** and incorporated herein by reference, and with any additional rules or regulations that hereafter may be adopted and announced by SMIP (collectively, the "Rules and Regulations"). Company acknowledges and understands that each Speedway may have different or additional rules and regulations, and policies and procedures regarding Equipment use (collectively "Additional Rules and Regulations") and that it is Company's responsibility to ensure that it has obtained and understands all Additional Rules and Regulations. Company shall ensure that its employees, agents and other authorized users of Equipment and Credentials issued under this Agreement shall be given a copy of all referenced Rules and Regulations and Additional Rules and Regulations.

(d) **Accidents or Equipment Loss:** Should Company or Company's Equipment cause or become involved in an accident of any kind, regardless of the seriousness, the operator of Company's Equipment must stop and contact Speedway security and SMIP representatives, and in such event the operator of Company's Equipment must remain at the accident scene until Speedway and/or SMIP personnel advise they may leave. Company is responsible for Equipment at all times during the Rental Period and until a return receipt is obtained from SMIP. If Equipment should become missing or stolen during the Rental Period, immediately report it to the Compound, Speedway Security and local Law Enforcement. If Equipment is not located, a police report will be filed and the Company will be billed accordingly. SMIP or the Speedway is not responsible for loss or damage to any of Company's personal property left in or on the Equipment.

(e) **Event Cancellation/Re-Schedule:** If an event during the Rental Period is rescheduled from its original date, SMIP will use reasonable efforts to provide Company with Equipment for the rescheduled date. If Equipment is provided for such rescheduled date then all terms and conditions in the Agreement shall apply.

4. **INSURANCE:** Company shall maintain, at its own cost and expense throughout the duration of the Agreement the following policies of insurance, with carriers reasonably acceptable to SMIP (**COVERAGE LIMITS MAY BE SATISFIED THROUGH A COMBINATION OF PRIMARY, UMBRELLA OR EXCESS POLICIES**) (i) Commercial General Liability including coverage for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, Contractual Liability and Mobile Equipment with a minimum limit of \$5,000,000 per occurrence and \$5,000,000 in the aggregate. Property Insurance (or self-insurance) providing coverage for loss or damage to mobile equipment including but not limited to golf carts, ATV's, Segway's, or Scooters while in the care, custody and control of Company. Any deductibles or self-insured retentions will be the responsibility of Company, and may not exceed \$5,000 per occurrence. Each liability policy shall name, add, or include as Additional Insured and Property policy as Loss Payee, the following: SMISC Holdings, LLC d/b/a SMI Properties; Atlanta Motor Speedway, LLC; Bristol Motor Speedway, LLC; Charlotte Motor Speedway, LLC; Circuit of the America's LLC; Nevada Speedway, LLC d/b/a Las Vegas Motor Speedway; New Hampshire Motor Speedway, Inc.; Speedway Sonoma, LLC; Texas Motor Speedway, LLC; Speedway Motorsports, LLC, Sonic Financial Corporation, Speedway Holdings I, LLC, Speedway Holdings II, LLC, Speedway Children's Charities and/or its subsidiaries and affiliates and their shareholders, members, partners, officers, managers, directors, employees, and agents. All such policies shall contain a waiver of subrogation endorsement waiving all rights of recovery against SMIP, its parent companies, subsidiaries, related and affiliated companies of each and the officers, directors, agents, employees and assigns of each. All insurance policies required will be primary and non-contributory to any insurance or self-insurance of SMIP and any of its parent companies, their subsidiaries, related and affiliated companies. Upon execution of this Agreement, Company shall provide certificates of insurance to SMIP as evidence that policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Company represents and warrants to notify SMIP within two (2) days of receipt of cancellation notice should any of the above

described polices cancel prior to the expiration date. The fulfillment of the insurance obligations hereunder, however, shall not otherwise relieve Company of any liability assumed by Company hereunder or in any way modify Company's indemnity obligations. The provisions of this section shall survive the expiration or termination of this Agreement.

5. INDEMNIFICATION: COMPANY AGREES TO ASSUME ALL RISKS INHERENT TO THE OPERATION AND USE OF THE EQUIPMENT AT THE SPEEDWAY AND SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD SMIP, THE RESPECTIVE SPEEDWAY, SPEEDWAY MOTORSPORTS, LLC, SONIC FINANCIAL CORPORATION, SPEEDWAY HOLDINGS I, LLC, SPEEDWAY HOLDINGS II, LLC, SPEEDWAY CHILDREN'S CHARITIES, THEIR PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AS WELL AS THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, AND EACH OF THEM (INDIVIDUALLY "INDEMNIFIED PARTY" AND COLLECTIVELY "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, INJURIES, SUITS, ACTIONS, CAUSES OF ACTION, CHARGES, JUDGEMENTS, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS) AND LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER (INDIVIDUALLY "CLAIM" AND COLLECTIVELY "CLAIMS") ARISING IN WHOLE OR IN PART FROM COMPANY'S OPERATION, USE OR MISUSE OF THE EQUIPMENT OR CREDENTIAL, TO THE EXTENT SUCH CLAIM IS CAUSE IN PART OR IN WHOLE BY THE ACT, NEGLIGENCE, FAULT OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY COMPANY, OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS, INVITEES OR OTHERS AUTHORIZED BY COMPANY TO OPERATE AND OR USE THE EQUIPMENT. COMPANY RECOGNIZES AND AGREES THAT INCLUDED IN THIS INDEMNIFICATION CLAUSE, BUT NOT BY WAY OF LIMITATION, IS COMPANY'S ASSUMPTION OF ANY AND ALL LIABILITY FOR INJURY, DISABILITY AND DEATH OF WORKMEN AND OTHER PERSONS CAUSED BY THE OPERATION, USE, MISUSE, CONTROL, HANDLING, TRANSPORTION OF EQUIPMENT OR CREDENTIAL BY COMPANY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

6. DISCLAIMER OF WARRANTIES: SMIP, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. SMIP FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO SMIP, CUSTOMER LEASES THE EQUIPMENT "AS IS". SMIP SHALL NOT BE LIABLE IN ANY EVENT TO CUSTOMER FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF DISCLAIMER OF WARRANTIES.

7. MISCELLANEOUS: All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered to, or sent registered or certified mail, return receipt requested, first class postage prepaid to the parties at such addresses indicated in the Request Form. Either party may change the address or facsimile number to which such communications are to be directed by giving written notice to the other party in the manner provided in this Agreement. Nothing contained herein or done pursuant hereto shall construe a partnership or joint venture between the parties hereto, and neither party shall become bound by a representation, act or omission of the other. This Agreement shall not be assignable, whether by operation of law or otherwise, by any party hereto without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns. This Agreement constitutes the entire Agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. Neither party is relying on any promise, statement or representation other than those expressly written in this Agreement. In the event that any provision, or part thereof, of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or parts thereof, shall not in any way be affected or impaired thereby. This Agreement and the rights and obligations of the parties' hereto shall be construed under the laws of the State of North Carolina, without giving effect to the principles of comity or conflicts of laws thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective officers thereunto duly authorized, as of the date below.

SMIP

COMPANY

By: _____ (signature)

By: _____ (signature)

Name: Terry McKee / Roberta Hood

Name: _____

Title: Director of Assets & Transportation /
Transportation & Assets Coordinator

Title: _____

Date: _____

Date: _____

Exhibit A

SMIP GOLF CART RULES AND REGULATIONS

Company acknowledges and agrees to abide by any and all rules and regulations, and policies and procedures of SMIP and the Speedways, including but not limited to the following. Failure to do so could result in impoundment or revocation of Equipment and Equipment privilege and Company could be responsible for any Additional Fees as described below.

1. All drivers will be required to sign a Waiver of Liability at the time of Equipment pick-up;
2. Only valid-licensed drivers who are eighteen (18) years of age or older and authorized by Company, are allowed to operate Equipment;
3. Equipment use is for business purposes only; NO JOYRIDING
4. DO NOT use Equipment as a means for product sampling or couponing;
5. DO NOT take Equipment off of Speedway property;
6. DO NOT park Equipment in unauthorized areas of Speedway property;
7. DO NOT leave Equipment unattended unless, the ignition key is switched off, key removed and secured by lock and chain;
8. DO NOT leave valuables or personal property in Equipment;
9. DO NOT exceed the maximum passenger or weight capacity of Equipment;
10. DO NOT allow passenger(s) to sit on or about areas on Equipment not specifically designed for seating including, but not limited to, the front cowl or in cargo box;
11. DO NOT allow passenger(s) to stand while Equipment is in operation;
12. DO NOT use cellular phones or personal data devices while operating Equipment;
13. DO NOT operate Equipment while under the influence of any quantity of alcoholic beverages, marijuana or other narcotics substances whatsoever, whether or not prescribed by a physician;
14. ALWAYS ensure passengers are seated and ready before operating Equipment;
15. ALWAYS maintain a safe and cautious speed during operation. The maximum speed limit on Speedway property is 25 mph unless otherwise posted.
16. ALWAYS use extreme caution in highly congested areas, including but not limited to hospitality and display areas, concessions areas, souvenir areas, crosswalks, entrances to infield, etc.;
17. ALWAYS use headlights at night;
18. ALWAYS report any accidents or incidents Equipment is involved in to the Speedway Security and to the SMIP Golf Cart Compound ("Compound") at the time of occurrence;
19. ALWAYS report missing or stolen Equipment immediately to Compound and Speedway Security;
20. ALWAYS contact the Compound if Equipment maintenance becomes necessary;
21. ALWAYS bring Equipment back to Compound within three (3) hours after conclusion of the last event during the Rental Period to not incur a \$300 pick-up fee;
22. ALWAYS remove temporary decals;

Company acknowledges and understands that each Speedway may have different rules and regulations, and policies and procedures regarding Equipment use and that it is Company's responsibility to ensure that it has obtained and understands all applicable rules and regulations, and policies and procedures.

Additional Fees: Fees are non-negotiable and non-refundable.

- a) Equipment returned with body damage will be charged with all repair cost.
- b) Equipment Pick-Up Fee - \$300.00
- c) Late Return Fee – \$50 per cart after 3 hours after race conclusion
- d) Decal Removal or Decal Replacement - \$40.00
- e) Lost key - \$25