

Assets & Transportation 5239 Z-Max Blvd. Harrisburg, NC 28075 (P) 704-454-1619 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 2024 Golf Cart Rentals for all SMIP-affiliated speedways (the "**Speedway(s)**") as set forth below:

Atlanta Motor Speedway Circuit of the Americas Nashville Superspeedway Texas Motor Speedway Bristol Motor Speedway Dover Motor Speedway New Hampshire Motor Speedway Sonoma Raceway Charlotte Motor Speedway Las Vegas Motor Speedway North Wilkesboro Speedway

**<u>Eligibility</u>**. Golf Carts are for Business Use <u>**ONLY!**</u> A separate contract with SMIP (or an affiliate of SMIP), Speedway Motorsports, Levy Restaurants, or NASCAR is required in order to operate a golf cart on Speedway property. You <u>**MUST**</u> specify your contract type at the top of the 2023 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 name of the Company on the Form.

**<u>2024 Golf Cart Rental Request Form and Agreement</u>.** A separate Form must be completed for each event. Each event is billed separately. Forms must be 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 to bring to the SMIP Golf Cart Compound for pick up.

**<u>2024 Golf Cart Request Deadline Schedule</u>**. The 2024 Schedule of Events and Deadlines are included for your reference. All Forms **<u>MUST</u>** be received prior to the event deadline to avoid a late fee.

**<u>2024 Sample Certificate of Insurance</u>**. A sample COI is included in the packet for reference.

Due to a limited number of golf carts available 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 to the normal golf cart rental fee. The cancellation policy will remain 15 days prior to the Wednesday of the requested Event Weekend ("Cancellation Deadline"). Failure to cancel your golf cart order by the Cancellation Deadline will result in a forfeiture of your golf cart rental fee.

<u>SMIP MUST approve all requests and insurance</u>. Please send all completed Forms and your COI by e-mail to <u>golfcarts@smiproperties.com</u>. Once your request is received and processed, a confirmation and copy of your receipt will be emailed to the address provided on the Form. For more information or questions please feel free to visit our website at <u>www.smiproperties.com/golfcarts</u> or email us at golfcarts@smiproperties.com.

We wish everyone a successful 2024 season!

Sincerely,

Terry McKee Senior Director of Assets & Transportation

XX/XX/XXXX



# **CERTIFICATE OF LIABILITY INSURANCE**

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.

IMPORTANT: 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).

FRODUCER	NAME		
	PHONE	FAX	
****	(A/C, No, Ext):	(A/C, No):	
	E-MAIL	( <i>i i</i>	
	ADDRESS:		
SAMPLE	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
INSURED	INSURER B :		
*****	INSURER C :		
***********************	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	SR TYPE OF INSURANCE		WVD	POLICY NUMBER	POLICY EFF   POLICY EAP POLICY NUMBER   (MM/DD/YYYY)   (MM/DD/YYYY)		LIMITS
A	GENERAL LIABILITY	x		X0000000000000000000000000000000000000	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE \$ 5,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED \$ 300,000
							MED EXP (Any one person) \$ NONE
							PERSONAL & ADV INJURY \$ 5,000,000
							GENERAL AGGREGATE \$ NONE
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 5,000,000
							\$
A				100000000000000000000000000000000000000	xx/xx/xx	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
							BODILY INJURY (Par person) \$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS NON-OWNED						PROPERTY DAMAGE \$
							\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			200000000000000000000000000000000000000	XX/XX/XX	XX/XX/XX	X TORYLIMITS - ER
		N/A					E.L. EACH ACCIDENT \$ 5.000.000
	(Handatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 5.000.000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Property		Τ	X0000000000000000000000000000000000000	XX/XX/XX	XX/XX/XX	Replacement Cost per Golf Cart

#### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As respects to golf carts and all other operations by the named insured, Speedway Globe, LLC; Atlanta Motor Speedway, LLC; Bristol Motor Speedway, LLC; Charlotte Motor Speedway, LLC; Dover Motor Speedway, LLC; Kentucky Raceway, LLC dba Kentucky Speedway; Nashville Speedway USA, Inc. dba Nashville Superspeedway; Nevada Speedway, LLC dba Las Vegas Motor Speedway; New Hampshire Motor Speedway, Inc.; North Wilkesboro Speedway, Inc.; Speedway Sonoma, LLC; Texas Motor Speedway, Inc.; Speedway Children's Charities; Speedway Motorsports, LLC, Circuit of the Americas, LLC and/or its subsidiaries and affiliates and their respective officers, managers, directors, employees, and agents related to the operations are added as Additional Insured to the General Liability on a Primary basis and Loss Payee to the Property policy. A Waiver of Subrogation is provided under all policies as required by written contract and as allowed by state law.

CERTIFICATE HOLDER	CANCELLATION
Speedway Globe, LLC 5239 zMax Blvd.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Harrisburg, NC 28075	AUTHORIZED REPRESENTATIVE

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# 2024 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. Credentials late fee are \$75.00 each

EVENT LOCATION	<b>REQUEST DEADLINE</b>	EVENT / EVENT DATES
Atlanta Motor Speedway	February 7, 2024	NASCAR Weekend - AMBetter Health 400
		February 24-25, 2024
Las Vegas Motor Speedway	February 14, 2024	NASCAR Weekend - Pennzoil 400
		March 1-3, 2024
Bristol Motor Speedway	February 28, 2024	NASCAR Weekend - Food City 500
		March 16-17, 2024
Circuit of the Americas	March 6, 2024	NASCAR Weekend - EchoPark Grand Prix
		March 23-24, 2024
Charlotte Motor Speedway	March 20, 2024	Charlotte AutoFair
		April 4-7, 2024
Texas Motor Speedway	March 27, 2024	NASCAR weekend
		April 12-14, 2024
Las Vegas Motor Speedway	March 27, 2024	NHRA Four Wide Nationals
		April 12-14, 2024
Dover Motor Speedway	April 10, 2024	NASCAR Weekend - Wurth 400
		April 26-28, 2024
Charlotte Motor Speedway	April 10, 2024	NHRA Four Wide Nationals
		April 26-28, 2024
Charlotte Motor Speedway	May 8, 2023	NASCAR Weekend - Coca-Cola 600
	•	May 24-26, 2024
Bristol Motor Speedway	May 22, 2024	NHRA Weekend - Thunder Valley Nationals
	•	June 7-9, 2024
Sonoma Raceway	May 22, 2024	NASCAR Weekend - Toyota/Save Mart 350
		June 7-9, 2024
New Hampshire Motor Speedway	June 5, 2024	NASCAR Weekend - Crayon 301
		June 22-23, 2024
Nashville Superspeedway	June 12, 2024	NASCAR Weekend - Ally 400
		June 28-30, 2024
Sonoma Raceway	July 10, 2024	Denso NHRA Sonoma Nationals
		July 26-28, 2024
Atlanta Motor Speedway	August 21, 2024	NASCAR Weekend - Quaker State 400
		September 7-8, 2024



# 2024 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. Credentials late fee are \$75.00 each

EVENT LOCATION	<b>REQUEST DEADLI</b>	NE EVENT / EVENT DATES
Bristol Motor Speedway	September 4, 2024	NASCAR Weekend - Bass Pro Shops Night Race
		September 19-21, 2024
Charlotte Motor Speedway	September 4, 2024	NHRA Carolina Nationals
		September 20-22, 2024
Charlotte Motor Speedway	September 25, 2024	NASCAR Weekend - Bank of America Roval 400
		October 12-13, 2024
Las Vegas Motor Speedway	October 2, 2024	NASCAR Weekend - South Point 400
		October 19-20, 2024
Las Vegas Motor Speedway	October 16, 2024	NHRA Nationals
		October 31-November 3, 2024

### SMIP GOLF CART RENTAL TERMS AND CONDITIONS

1. AGREEMENT: This document when fully executed by the parties shall 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 2024 Event Weekend section of the Request Form (the "Term"). Company represents and warrants that all information provided in the Request Form is and shall remain true and correct SMIP may decide to execute this Agreement in its sole and absolute discretion.

2. FEES & CANCELLATIONS: (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 the Equipment plus taxes (the "Fees") and any Additional Fees, as described on page 7 in Exhibit A attached hereto and incorporated by reference, 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 SMIP. No Equipment will be released until such payment is received.

#### (b) <u>CANCELLATIONS</u>: 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, AND THE SAME SHALL BE RETAINED BY SMIP AS LIQUIDATED DAMAGES.

**3. USE:** (a) Rentals 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 sole and exclusive right to revoke Equipment or Credential privileges.

(b) <u>Condition, Return of Equipment, Maintenance</u>: Equipment must be picked up from the SMIP Golf Cart Compound (the "**Compound**") on the first day of the Rental Period, unless other arrangements have been made and agreed to in writing by SMIP. At the time of Equipment pick-up, Company is responsible for inspecting and reporting any damages to SMIP prior to leaving the Compound. Company must return Equipment to the Compound, within <u>three (3) hours</u> after the conclusion of the last event during the Rental Period ("Return Deadline"). Should Company fail to return Equipment within 3 hours after the conclusion of the event Return Deadline then Company will be charged a late fee of \$100. If Equipment is not returned to the compound and SMIP has to locate and/or recover said equipment then Company will be charged a recovery fee of \$400 and a late fee may also apply. 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. <u>COMPANY WILL BE CHARGED FIVE HUNDRED DOLLARS (\$500.00) FOR TAMPERING WITH THE SPEED GOVERNING SYSTEM.</u>

(c) <u>Rules and Regulations</u>: Company shall observe and abide by the Golf Cart Rules and Regulations attached to this document as <u>Exhibit</u> <u>A</u>, and with any additional rules or regulations that hereafter may be adopted and announced by SMIP (collectively, the "**Rules and Regulations**"). Company acknowledges and agrees that each Speedway may have additional 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 (collectively, the "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

(d) <u>Accidents or Equipment Loss</u>: Should Company or the Equipment cause or become involved in an accident of any kind, regardless of the seriousness, the operator of the Equipment must stop and contact Speedway security and SMIP representatives, and in such event the operator of the 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. 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 for the lost Equipment. Company will pay to SMIP the full replacement cost of any lost Equipment within fifteen (15) days after being billed for such loss. 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) <u>Event Cancellation/Re-Schedule</u>: 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 SATISIFIED 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; (ii) Property Insurance (or self-insurance) providing replacement cost coverage for loss or damage to the Equipment while in the care, custody and control of Company. The liability policy shall name, add, or include as Additional Insured on all liability policies, and on the Property policy as Loss Payee (if applicable), the following: Speedway GLOBE, LLC d/b/a SMI Properties; Atlanta Motor Speedway, LLC; Bristol Motor Speedway, LLC; Charlotte Motor Speedway, LLC; Circuit of the Americas LLC; Dover Motorsports, LLC, Dover Motor Speedway, LLC, Nashville Speedway, USA, Inc./b/a Nashville Superspeedway, 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 Children's Charities and/or its subsidiaries and affiliates and each of 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 and at any renewal thereafter, 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(S) AND SHALL INDEMNIFY AND DEFEND SMIP, THE RESPECTIVE SPEEDWAY(S), SPEEDWAY MOTORSPORTS, LLC, SONIC FINANCIAL CORPORATION, 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, (INDIVIDUALLY "INDEMNIFIED PARTY" AND COLLECTIVELY "INDEMNIFIED PARTIES") FROM 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 (INDIVIDUALLY "CLAIM" AND COLLECTIVELY "CLAIMS") ARISING OUT OF, IN CONNECTION WITH, OR ANY WAY ASSOCIATED WITH, COMPANY'S OPERATION, USE OR MISUSE OF THE EQUIPMENT OR CREDENTIAL, TO THE EXTENT SUCH CLAIM IS CAUSED 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 5 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

6. DISCLAIMER OF WARRANTIES: SMIP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED 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	
Ву:	(signature)	Ву:	(signature)
Name: Terry McKee		Name:	
Title: Senior Director of Assets & Transportation		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; such Additional Fees are non-negotiable and non-refundable.

- 1. All Company representatives 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 \$100 late return fee;
- 22. ALWAYS remove temporary decals and/or decorations, and all trash before final return of Equipment;

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:

- a) Equipment returned with body damage will be charged at actual repair cost.
- b) Equipment Recover/Pick-Up Fee \$400.00
- c) Late Return Fee \$100 per cart after 3 hours at race conclusion
- d) Decal Removal or Decal Replacement will be charged accordingly

e) Lost key - \$25

f) Trash removal – will be charged accordingly



Company, desires to have Speedway GLOBE, 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 or leased to a direct or indirect subsidiary of Speedway Motorsports, LLC, during the 2024 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 2024 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.

#### 2024 GOLF CART RENTAL REQUEST FORM

(A <u>CONTRACT IS REQUIRED</u> to be in this same name with Speedway GLOBE, LLC (GLOBE 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) GLOBE SMIP SM LEVY NASCAR or Speedway/Other\_

Comp	oany Legal Name				(please specify other		
(Mus	t Match Name on COI)						
Comp	pany Doing Business As Nam	10					
Addro	ess		City		State	Zip	
Prima	ary Contact Name		Email Addre	SS			
Phon	e Number		Cell Number				
On-S	ite Contact Name		Cel	I Number			
Sanct	tioning Race Series Affiliation	a & Car/Truck # : NCS #	XFINITY #	NTS #	Other	RCA, Sponsor, Media, Vendor, etc.)	
	(A separate form <u>MUST</u>	202 be completed for each event week	4 EVENT WEEKE				
	Atlanta Motor Speedway	r - Feb 24-25, Sept 7-8		□ Nas	hville Superspeed	<b>way</b> – Jun 28-30	
	Bristol Motor Speedway	<sup>,</sup> - Mar 16-17, Jun 7-9, Sept	19-21	□ Nev	New Hampshire Motor Speedway – Jun 22-23		
	Charlotte Motor Speedw	<b>ay</b> - Apr 4-7, Apr 26–28, M Sept 20–22. Oct 12-13	ay 24–26,	Sonoma Raceway – Jun 7-9, Jul 26-28			
	Circuit of the Americas			Texas Motor Speedway – Apr 12-14			
	Dover Motor Speedway	– Apr 26-28		Other -			
	Las Vegas Motor Speedv	<b>way</b> – Mar 1-3, Apr 12-14, Oo Oct 31-Nov 3	ct 19-20,				
		Equipment List & Re	ental Rates (Daily R	ates Not A	vailable)		
	Туре	Rental Rates Sonoma Raceway only	Rental Rates All other locatio		untity Subtotal	15% Late Fee (Added Post Tax)	
	4 Passenger	\$723/Event	\$623/Event			15% Late Fee	
	Carryall	\$830/Event	\$730/Event			15% Late Fee	
	6 Passenger	\$960/Event	\$860/Event			15% Late Fee	

Subtotal \$	+ Sales Tax	+ Late Fee (15%)	= Total Due SMIP \$	
		(Added to all orders placed after the eve	ent deadline)	
©2024 SMI Properties		(Invoice Accounts C	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 Speedway GLOBE, 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 Speedway GLOBE, 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).

I authorize the use of the provided card for a <b>Single Event Transaction Only.</b>						
(Credit cards are not kept on file).						
Speedway property:						
Event name:		Event dates:				
Account Type: 🗆 Visa	□ MasterCard					
Cardholder Name:						
Card Number:						
Expiration Date:	Billing Zip	Code for card account:				

SIGNATURE

I authorize Speedway GLOBE, 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 - \$400.00 (c) Late Return Fees - \$100.00 (after 3 hours posted closure hours for the last day of the event. Late order fee 15% per cart or \$75.00 per credential on orders placed after the listed deadline. (d) Decal Removal or Decal Replacement – will be charged accordingly (e) Lost Keys - \$25.00

Please send form with order request by email to <u>golfcarts@smiproperties.com</u> Phone: 704-454-1619

DATE