



SCCA National Championship Runoffs
September 19-25, 2016
VENDOR AGREEMENT

I (we) accept that this document shall constitute the agreement between _____ (company name) and the Sports Car Club of America. I (we) hereby apply to rent space in the vendor area at Mid-Ohio Sports Car Course for the purpose of displaying/selling items at SCCA National Championship Runoffs, September 19-25, 2016

Company Name: _____

Contact Name: _____

Ohio Resale Permit # (if applicable): _____ Federal ID or SS#: _____

Address: _____

City: _____ State: _____ Zip: _____

Office #: _____ Fax #: _____ Cell #: _____

E-mail: _____

VENDOR SPACE: Please ensure you account for all the space needed to stock all your necessary product and display. Additional sizes available upon request. Tents, tables, chairs, etc. are not included in below pricing.

☐ 20' x 20' space = \$600

☐ 20' x 40' space = \$900

☐ 20' x 30' space = \$750

☐ 40' x 40' space = \$1,300

Trailer/Expo Display:

☐ _____' x _____' space = \$500 for 20' x 20' space + \$1.25/additional sq. ft.

*Note: Trailer space must include measurements from hitch to bumper; add 10' to 20' tail gate if kept open.
Please supply rendering.*

TENTS, TABLES & CHAIRS: Tents, tables, chairs, etc. are available in advance only and priced for the entire event. Other options available upon request by contacting:

Mid-Ohio Sports Car Course
Attn: Mary Wier
mwier@midohio.com
(419) 884-4000

SECURITY: Additional security will be available @ \$20/hour and can be reserved directly with Mid-Ohio Sports Car Course. Contact Mary Wier at (419) 884-4000.

VENDOR PASSES: Please indicate the amount of Vendor passes/credentials you need per day, no more than four (4) per day, and the amount of Vendor parking passes for the week, no more than one (1).

☐ Vendor Passes/Credentials (4 max/day): _____ Monday _____ Tuesday _____ Wednesday
_____ Thursday _____ Friday _____ Saturday _____ Sunday

☐ Vendor Parking Pass (1): YES ☐ NO ☐

PAYMENT: Full payment is due upon receipt of all vendor agreements. Refunds, less a 10% administrative fee, will be accepted until Sept. 1, 2016. No refunds will be provided after Sept. 1, 2016.

**2016 SCCA NATIONAL CHAMPIONSHIP RUNOFFS
ADDITIONAL TERMS AND CONDITIONS -
VENDOR AGREEMENT**

SCCA requires a written cancellation of vendor space. Vendor passes and space assignments will be distributed onsite when you check in at SCCA Registration, located at Gate 3 at Mid-Ohio Sports Car Course.

FEES: Full payment is due upon receipt of all vendor agreements. Refunds, less a 10% administrative fee, will be accepted until Sept. 1, 2016. No refunds will be provided after Sept. 1, 2016. We accept commercial check and all major credit cards.

Please make checks payable to:

Sports Car Club of America
Accounts Payable
6620 SE Dwight St.
Topeka, KS 66619

1. VENDOR SPACE

- Amount of space marked on this agreement will be provided
- Any Vendor exceeding the amount marked shall have their rental space charge increased accordingly or their space revoked and there will be NO REFUNDS ISSUED
- **NO** person is permitted to stand/sit on top of your trailer
- **NO** Solicitation outside of the space rented

2. PASSES AND PARKING

- Maximum of four (4) Vendor passes (general admission) and one (1) Vendor parking passes provided. Additional passes can be purchased through the [track](#).
- Pedestrian vehicles will be allowed in designated areas.

3. VENDOR SPECIFICATIONS AND REQUIREMENTS

a. ASSIGNMENT & LOCATION:

- Assignments and space location shall be at the sole discretion of SCCA and is subject to change
- An assignment to a particular space in the past does not guarantee the same assignment in the future
- Vendor location will be based on receipt of contract, space size, full payment, resale permit number and certificate of insurance

b. SET-UP

- 8 a.m. to 6 p.m., Sunday, Sept. 18, 2016
- Must be set-up by 8 a.m., Friday, Sept. 23, 2016

c. MOVE-OUT:

- Must be moved out by 10:00 pm, Sunday, Sept. 25, 2016

d. VENDOR SPACE DATES & TIMES:

- 8 a.m. to 5 p.m., Monday, Sept. 19 – Sunday, Sept. 25, 2016
- **MUST** be in operation from 8 a.m. to 5 p.m. of Friday, Sept. 23 through Sunday, Sept. 25, 2016

4. EQUIPMENT & PERSONNEL

a. DISPLAY & EQUIPMENT:

- Display and equipment must remain within Vendor space
- Vendors are prohibited from storing inventory or garbage in the vendor area outside of their space

b. DAMAGES:

- Vendors shall not damage the venue facilities
- Any such damage will be charged to Vendor and may result in expulsion from the venue and exclusion from future events
- Vendor will be responsible for all repair fees

5. POWER

- Electricity will not be provided
- Vendors are encouraged to bring their own generator, power strips and extension cords

6. TENTS, TABLES & CHAIRS:

- Please order any tables or chairs through the track by Sept. 1, 2016:

Mid-Ohio Sports Car Course
Attn: Mary Wier
mwier@midohio.com
(419) 884-4000

7. SHIPPING:

- Please try and have all shipments arrive approximately on the first day of move-in. Storage of shipments sent in advance is very limited. No COD's will be accepted. All shipments should be addressed as the following when shipping direct to the track:

Your company name
c/o Mid-Ohio Sports Car Course/SCCA Runoffs
7721 Steam Corners Road
Lexington, OH 44904

8. INFRINGEMENTS:

- CANNOT sell, display or giveaway any of the following: gasoline/racing fuel, beverages of any kind, or any items containing name and/or logo of the event title, sanctioning body, track outline and event date or the words Mid-Ohio Sports Car Course without expressed, written consent. All merchandise must be licensed.
- Vendor shall provide upon request, written evidence in a form satisfactory to SCCA in its absolute discretion, that all goods or services that are sold or offered for sale under or with a trademark, brand name or brand logo or other commercial name or logo other than those belonging to the person or organization offering such goods or services for sale, are being sold with the express authority of the person(s) or company(ies) that have full rights (in so far as can be reasonably ascertained) to such trademark, brand name, brand logo commercial name or logo referred to
- If SCCA is not satisfied by the evidence produced or in the event that the person or company concerned fails for any reason to produce such evidence in compliance with this clause, SCCA will require that the relevant good(s) or service(s) be withdrawn from sale immediately and removed from the facility forthwith and without limiting the foregoing
- Vendor agrees to hold harmless the Sports Car Club of America, its subsidiaries or affiliated companies, or their officers, directors and employees from all claims arising from injury or damage by Vendor or Vendor's products

9. RESTRICTIONS:

a. NOISE:

- Cannot create or emit any unduly loud or unreasonable noise in demonstrating its product(s)/service(s)

b. CAMPING:

- **NO** overnight camping will be allowed in Vendor Area or the infield without permission from Mid-Ohio Sports Car Course. Motorhome and tent camping is only in designated areas. Camping and motor home passes are available at the gate and sold on a first-come, first-served basis. Cost varies..

c. GIVEAWAYS:

- **NO** giving away or handing out any t-shirt(s) or hat(s)
- Violations may result in confiscation of product(s), expulsion from the park, exclusion from future events and forfeiture of all fees paid

d. BICYCLES, ETC.

- All personal vehicles, i.e. bicycles, off-road dirt bikes, mopeds, scooters and ATVs will not be permitted on Mid-Ohio property.

e. TENT STAKING:

- Tent staking is not permitted on the asphalt. Please bring weights or sandbags to secure your canopy or tent. If you have rented a tent through Mid-Ohio, these weights will be provided with the tent.

10. CONDITION:

- Upon move out the display area shall be returned to the condition in which it was received

11. ASSIGN, SUBLET OR SHARE:

- **NO** assigning, subletting, sharing or apportion the whole or any part of the rented space
- Any violation may result in expulsion from the venue, exclusion from future events and forfeiture of all fees paid

12. INSURANCE:

- Vendor insurance must match Vendor name. Vendor shall pay and provide a certificate of liability insurance naming All Regions, Divisions and Chapters chartered by SCCA; all SCCA and Regional directors, officers, officials, members, drivers, car owners, entrants, pit crews, emergency services personnel, and all other Participants bearing SCCA authorized credentials. All sponsors/advertisers connected with a car or an SCCA/SCCA Pro Racing sanctioned Event while involved in and acting in their capacity during the presentation or conduct of an SCCA/SCCA Pro Racing Event. Managers, owners, lessees, or lessors of the SCCA/SCCA Pro Racing Event sites while their land or property is being used for the conduct of an SCCA, SCCA Pro Racing, Ltd. sanctioned Event; Mid-Ohio Sports Car Course; Green-Savoree Mid-Ohio, LLC ("Idemnified Parties") as additional insured, prior to the execution of this contract.

Copy of Insurance must be provided by Sept. 1, 2016:

Sports Car Club of America
Attn: Melissa Flesher
6620 SE Dwight St.
Topeka, KS 66619
(785) 232-7228
mflesher@scca.com

Those parties unable to provide required minimum insurance coverage will not be considered. Please refer to the insurance liability coverage requirements page. Make sure that the Vendor name used on this contract is the same name that is on the certificate of insurance.

13. COMPLIANCE WITH LAW:

- Must adhere to all State and County laws

14. RISK OF LOSS

a. DAMAGES:

- Vendor assumes all risk of loss or damage to Vendor's merchandise, equipment, fixtures and property from any cause whatsoever
- Basic facility security will be provided 24 hours/day
- Vendor is responsible for securing their area to leaving each evening

b. NO GUARANTEE OF PROFIT:

- SCCA makes no guarantees that Vendor will make a profit or any monies whatsoever as a result of its activities
- Vendors are urged to consider a variety of factors, including weather, traffic and whether the type of product being offered will be attractive and desirable to the fans
- All financial loss will be borne by the Vendor and no such loss shall be the basis of refund or fees paid to SCCA

15. DISPUTE RESOLUTION / LEGAL FEES: Any dispute between the parties shall be resolved by binding neutral arbitration before a neutral arbitrator mutually selected by the parties. If unable to agree on an arbitrator, the presiding Judge of Shawnee County shall appoint one. The decision of the arbitrator shall be final. The prevailing party shall be entitled to recover attorney fees. All arbitration shall be held Shawnee County, Kansas where this contract was performed and executed and shall be the exclusive venue for resolution of all disputes.

In the event that a Vendor does not conform to the terms of this agreement, SCCA Officials or their designated Staff have the right to remove the Vendor from the facility. All costs associated with removal will be borne by the Vendor. No refunds will be issued if the Vendor is asked to leave.

The undersigned warrants that Vendor has read, understands, received a copy of this agreement, will abide by the terms and conditions in this agreement and has the authority to contract on behalf of the Vendor. Any breach of this agreement by the Vendor shall be at the sole discretion of SCCA, Inc., exclusion from the future racing events and Vendor shall be liable for all damages.

Contact Name (Print)

SCCA Name (Print)

Contact Signature

Date

SCCA Signature

Date

INSURANCE LIABILITY COVERAGE REQUIREMENTS

A. WORKERS COMPENSATION Employer's Liability	Ohio Statutory limits \$500,000
B. Comprehensive General Liability, bodily injury and property damage, combined single amount	\$1,000,000.00
C. Automobile Liability, bodily injury and property damage, combined single amount	\$1,000,000.00

Comprehensive General Liability and Auto policies shall provide an endorsement naming: All Regions, Divisions and Chapters chartered by SCCA; all SCCA and Regional directors, officers, officials, members, drivers, car owners, entrants, pit crews, emergency services personnel, and all other Participants bearing SCCA authorized credentials. All sponsors/advertisers connected with a car or an SCCA/SCCA Pro Racing sanctioned Event while involved in and acting in their capacity during the presentation or conduct of an SCCA/SCCA Pro Racing Event. Managers, owners, lessees, or lessors of the SCCA/SCCA Pro Racing Event sites while their land or property is being used for the conduct of an SCCA, SCCA Pro Racing, Ltd. sanctioned Event; Mid-Ohio Sports Car Course; Green-Savoree Mid-Ohio, LLC. as additional insured.

Policy shall also be endorsed to provide that such insurance is primary insurance and that no separate insurance policy or self-insurance of the additional named insured shall be called on to contribute to any loss incurred in connection with the Vendors' performance.

The above described coverage shall be maintained through the term of the service agreement and the Vendor shall file with SCCA, Inc. a Certificate of Insurance (COI) evidencing that any insurance coverage required herein has been obtained and are currently in effect.

Note: If your insurance agent does not write liability insurance for Vendors, you may wish to contact the following agency:

K&K Insurance Group
(Concessionaires and Vendors)
(800)-328-2317 / Fax (260) 459-5502
www.kandkinsurance.com

Send COI by Sept. 1, 2016:
Sports Car Club of America, Inc.
Attn: Melissa Flesher
6620 SE Dwight St.
Topeka, KS 66619



Sports Car Club of America
Accounts Payable Department
6620 SE Dwight St.
Topeka, KS 66619

CREDIT CARD AUTHORIZATION FOR PAYMENT

This letter constitutes an authorization to use my credit card, credit card number:

Credit Card Type: VISA _____ MASTERCARD _____ DISCOVER _____

Name on Card: _____

Expiration Date: under the name (as imprinted on card) _____

CCID (3-digit number on card): _____

To be used as I have indicated below.

PAYMENT:

Payment of vendor space provided by SCCA during the **2016 SCCA National Championship Runoffs - September 19–25, 2016** - to be charged to the above credit card. Please indicate below which of the following charges will be authorized for payment on the credit card.

Payment in full in the amount of: \$ _____ Date of Payment _____

VENDOR NAME: (as indicated on agreement)

Authorized Signature of Cardholder

Today's Date

TERMS and CONDITIONS: Your signature constitutes your acceptance of the above terms. Your credit card will be charged when the authorization is received.

MAIL RECEIPT TO:

Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____