

VENDOR SPACE/EXPO DISPLAY: Please ensure to account for all the space needed to stock all your necessary product and display (\$1.00/sq ft). Sizes listed below are depth x length. All spaces will be positioned parallel to the road. Tents, tables, chairs, etc. are not included in below pricing.

Submit your Vendor Application at www.msreg.com/17RunoffsVendor

- 15' x 20' space = \$300
- □ 15' x 30' space = \$450
- □ 15' x 40' space = \$600

□ 25' x 20' space = \$500

- □ 25' x 30' space = \$750
- □ 25' x 40' space = \$1000

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

GENERAL INFORMATION

1. TENTS, TABLES, CHAIR RENTAL:

Tents, tables, chairs, etc. are available, in advance only, and ordered through:

Hoosier Tent Skip Messinger 10142 East County Road 200 South Avon, IN 46123 <u>smessinger@hoosiertent.com</u> (317) 496-7910 Best Rentals Colleen Stanish (317) 638-3515 colleen@bestrentals.net

2. 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
- Assignments and space location shall be at the sole discretion of SCCA and is subject to change
- An assignment to a 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.
- Display and equipment must remain within Vendor space
- Vendors are prohibited from storing inventory or garbage in the vendor area outside of their space

3. PASSES AND PARKING

- Maximum of four (4) Vendor passes (general admission.) Street and Tow vehicles must be parked in designated lots.
- Vendor passes and space assignments will be distributed onsite when you check in at SCCA Registration, located at Indianapolis Motor Speedway Credentials Office.



4. VENDOR LOAD-IN/LOAD-OUT & HOURS OF OPERATION

Activity	Date	Hours
Load-in/Set-Up	Sept 20	4:00 pm – 8:00 pm
Load-in/Set-Up	Sept 21 – Sept 27	8:00 am – 5:00 pm
Vendor Midway Open		
(Mandatory Date/Hours)	Sept 28 – 30	8:00 am – 5:00 pm
Vendor Midway Open		
(Mandatory Date/Hours)	Oct 1	8:00 am – 4:00 pm
Teardown/Load-Out	Oct 1	4:00 pm – 8:00 pm
Teardown/Load-Out	Oct 2	8:00 am – 10:00 am

5. CANCELLATION & REFUNDS

- SCCA requires a written cancellation of vendor space.
- Refunds, less a 10% administrative fee, will be accepted until Sept. 1, 2017. No refunds will be provided after Sept. 1, 2017. We accept all major credit cards.

6. 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

7. ELECTRICTY

• Electricity is available for an additional fee through IMS.

8. SECURITY

- The facility is monitored 24/7 by roving security and will make periodic stops within the Vendor Area.
- No outside security agencies will be allowed. Any additional security needs should be directed to ESG Security. ESG will provide daily or overnight security. Please contact Mike Rose at <u>mike@esgsecurity.com</u> or 317-261-0866.

9. 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:



Indianapolis Motor Speedway SCCA Runoffs *VENDOR NAME Individual Name & Cell Phone Number* 2601 Georgetown Road Indianapolis, IN 46222

10. STAKING:

• <u>Tent staking is not permitted</u>. Please bring weights or sandbags to secure your canopy or tent. Weights may be purchased at the IMS Ticket Office. Once paid, you will receive a receipt and asked to provide the drop-off location.

11. IN CASE OF EMERGENCY

- For medical assistance, lost children, etc please find the nearest Safety Patrol member in the area. If you are unable to find a Safety Patrol member, please call **Pagoda Command at 317-492-5500.**
- The closest first aid station is the IU Health Medical Center located at the corner of 5th Street and Hulman Boulevard.

12. INFRINGEMENTS:

- The sale of licensed merchandise for resale is prohibited. Vendors 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 Indianapolis Motor Speedway without expressed, written consent. All merchandise must be licensed.
- Only official IMS licensees may sell Event Logo merchandise from a Licensed Space.
- 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

13. **RESTRICTIONS:**

- NOISE:
 - i. Cannot create or emit any unduly loud or unreasonable noise in demonstrating its product(s)/service(s)
- CAMPING:
 - i. NO overnight camping will be allowed in Vendor Area or the infield. Motorhome and tent camping is only in designated areas. Camping and motor home passes are available



at the IMS Ticket Office and sold on a first-come, first-served basis. Cost varies.

- GIVEAWAYS:
 - i. All giveaways must be approved by SCCA and IMS. Photos of the item may be required for approval.
 - ii. NO giving away or handing out any t-shirt(s) or hat(s)
 - iii. Violations may result in confiscation of product(s), expulsion from the park, exclusion from future events and forfeiture of all fees paid.

14. CONDITION:

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

15. 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

16. INSURANCE:

Vendor insurance must match Vendor name. Vendor shall pay and provide a certificate of liability insurance naming Sports Car Club of America, Inc. (SCCA), SCCA Pro Racing, Ltd., SCCA Enterprises, Inc. and all Regions, Divisions and Chapters chartered by SCCA; all SCCA and regional directors, officers, officials, members, drivers, car owners, entrants, pit crews 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 sanctioned Event. This insurance is primary and non-contributory to any other insurance available to the additional insureds. A waiver of subrogation is also included.

Liability coverage set forth herein has been endorsed to include the members of the IMS Group as an additional insured with coverage shown for claims and liability, including claims and liability arising in part out of the negligence of the IMS Group (but not out of the IMS Group's sole negligence), so long as they arise out of the operations of the named insured. This coverage shall be primary to and without a right of contribution as to any other coverage available to IMS Group, as additional insured, prior to the execution of this contract.

Copy of Insurance must be provided by Sept. 1, 2017:

Sports Car Club of America Attn: Claudine Stueve 6620 SE Dwight St. Topeka, KS 66619 (785) 232-7228 <u>cstueve@scca.com</u>

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.



17. COMPLIANCE WITH LAW:

• Must adhere to all State and County laws.

18. RISK OF LOSS & 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.

19. 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.

20. **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 s h a II 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 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.

INSURANCE LIABILITY COVERAGE REQUIREMENTS

Α.	WORKERS COMPENSATION Employer's Liability	Indiana Statutory limits \$500,000
В.	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: Sports Car Club of America, Inc. (SCCA), SCCA Pro Racing, Ltd., SCCA Enterprises, Inc. and all Regions, Divisions and Chapters chartered by SCCA; all SCCA and regional directors, officers, officials, members, drivers, car owners, entrants, pit crews 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 sanctioned Event. This insurance is primary and non-contributory to any other insurance available to the additional insureds. A waiver of subrogation is also included.

Liability coverage set forth herein has been endorsed to include the members of the IMS Group as an additional insured with coverage shown for claims and liability, including claims and liability arising in part out of the negligence of the IMS Group (but not out of the IMS Group's sole negligence), so long as they arise out of the operations of the named insured. This coverage shall be primary to and without a right of contribution as to any other coverage available to IMS Group, as additional insured, prior to the execution of this contract.

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, 2017:

Sports Car Club of America, Inc. Claudine Stueve 6620 SE Dwight St. Topeka, KS 66619 <u>cstueve@scca.com</u>



