



## 2018 SCCA NATIONAL CHAMPIONSHIP RUNOFFS VENDOR INFORMATION ADDITIONAL TERMS AND CONDITIONS

**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. The Vendor area will be located in Lot 2, a gravel lot (map on page 6). All spaces will be positioned parallel to the road. Tents, tables, chairs, etc. are not included in below pricing. **Electricity is not available.**

**Submit your Vendor Application at [www.msreg.com/18RunoffsVendor](http://www.msreg.com/18RunoffsVendor)**

- |  |   |
|--|---|
| <input type="checkbox"/> 10' x 10' space = \$100 | <input type="checkbox"/> 25' x 20' space = \$500  |
| <input type="checkbox"/> 15' x 20' space = \$300 | <input type="checkbox"/> 25' x 30' space = \$750  |
| <input type="checkbox"/> 15' x 30' space = \$450 | <input type="checkbox"/> 25' x 40' space = \$1000 |
| <input type="checkbox"/> 15' x 40' space = \$600 |   |

*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. 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

#### **2. 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 the **SCCA Registration Office** located in the Old Administration Building.

#### **3. VENDOR LOAD-IN/LOAD-OUT & HOURS OF OPERATION**

Activity	Date	Hours
Load-in/Set-Up	October 12	4:00 pm – 8:00 pm
	October 13-17	8:00 am – 5:00 pm
Vendor Midway Open (Mandatory Date/Hours)	October 18-20	8:00 am – 5:00 pm
	October 21	8:00 am – 4:00 pm
Teardown/Load-Out	Oct 21	4:00 pm – 8:00 pm

#### **4. CANCELLATION & REFUNDS**

- SCCA requires a written cancellation of vendor space.
- Refunds, less a 10% administrative fee, will be accepted until October 1, 2018. No refunds will be provided after October 1, 2018. We accept all major credit cards.



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### 5. 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.

### 6. SECURITY

- The facility is monitored 24/7 by roving security and will make periodic stops within the Vendor Area.
- Additional security is available for a fee upon specific request. Requests must be made by October 1, 2018.

### 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. Shipping and Receiving is location in the upper shops in Building M, Shop M6. Hours of operation: 8:00 am – 4:30 pm; Monday – Friday. All shipments should be addressed as the following when shipping direct to the track:

Sonoma Raceway  
VENDOR NAME  
SCCA Runoffs Vendor  
Individual Name & Cell Phone Number  
29355 Arnold Drive  
Sonoma, CA 95476

### 8. STAKING:

- Tent staking is not permitted. Please bring weights or sandbags to secure your canopy or tent.

### 9. 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 name and/or outline and event date without expressed, written consent. All merchandise must be licensed.
- Only official 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.



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### 10. 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 Sonoma Raceway Ticket Office and sold on a first-come, first-served basis. Cost varies.
- GIVEAWAYS:
  - i. All giveaways must be approved by SCCA and Sonoma Raceway. 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.

### 11. CONDITION:

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

### 12. 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

### 13. INSURANCE:

**Vendor name must match the name listed on the insurance certificate.** Minimum coverage amounts must be met. Vendor shall pay and provide a certificate of liability insurance on an Acord 25 form 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; Speedway Sonoma, LLC, Speedway Motorsports, Inc., and Speedway Children's Charities and/or each of their subsidiaries and affiliates and their respective officers, managers, directors, employees, and agents related to the operations. This insurance is primary and non-contributory to any other insurance available to the additional insureds. A waiver of subrogation is also included.

**Copy of Insurance, on Acord 25 from (sample on pages 7-9 of this document) must be provided by October 1, 2018:**

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

Please refer to the insurance liability coverage requirements page found in Appendix A of this



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document. Those parties unable to provide required minimum insurance coverage will not be considered. The Vendor name used on this contract must match vendor name on the certificate of insurance.

### 14. COMPLIANCE WITH LAW:

- Must adhere to all State and County laws.

### 15. 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.

### 16. 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.

### 17. 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

If 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.

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**Contact Name (Print)**

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**SCCA Name (Print)**

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**Contact Signature**

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**Date**

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**SCCA Signature**

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**Date**



## 2018 SCCA NATIONAL CHAMPIONSHIP RUNOFFS VENDOR INFORMATION ADDITIONAL TERMS AND CONDITIONS

### APPENDIX A: INSURANCE LIABILITY COVERAGE REQUIREMENTS On an Acord 25 form

A. WORKERS COMPENSATION Employer's Liability	California 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: 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; Speedway Sonoma, LLC, Speedway Motorsports, Inc., and Speedway Children's Charities and/or each of their subsidiaries and affiliates and their respective officers, managers, directors, employees, and agents related to the operations. This insurance is primary and non-contributory to any other insurance available to the additional insureds. A waiver of subrogation is also included.

The above described coverage shall be maintained through the term of the service agreement and Vendor shall file with SCCA, Inc. a Certificate of Insurance (COI), on an Acord 25 form, 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](http://www.kandkinsurance.com)

**Send COI by October 1, 2018:**  
Sports Car Club of America, Inc.  
Attn: Claudine Stueve  
6620 SE Dwight St.  
Topeka, KS 66619  
[cstueve@scca.com](mailto:cstueve@scca.com)





## 2018 SCCA NATIONAL CHAMPIONSHIP RUNOFFS VENDOR INFORMATION ADDITIONAL TERMS AND CONDITIONS





**2018**  
**Sports Car Club of America**  
**Vendor Insurance Requirements**

**Coverages and Limits Required:**

**Commercial General Liability Insurance:** This insurance shall provide a minimum Combined Single Limit of \$1,000,000 each occurrence with no less General Aggregate. It must add the entities shown below as Additional Insureds. This insurance must be primary and noncontributory as respects any other insurance available to the additional insureds and waiver of subrogation must apply. This is for the insured display / operations on the premises or during the noted event.

**Commercial Auto Liability Insurance:** This insurance shall provide a Combined Single Limit of a minimum of \$1,000,000 and must apply to all owned, hired and/or leased vehicles and it must add the entities shown below as Additional Insureds. This is for all registered vehicles the insured has on the premises during the noted event.

**Workers Compensation Insurance:** Must include Statutory liability under the workers compensation laws of the state and Employers Liability (Part B) limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 disease each employee. This is for all employees the vendor has on the premises during the noted event.

If you do not have liability insurance you may inquire about purchasing it through the following website:  
<https://www.kandkinsurance.com/EventsAttractions/Pages/Tenant-User.aspx>

**Entities to be list as additional insured on certificate:**

**Holder:**

SPORTS CAR CLUB OF AMERICA  
ATTN: CLAUDINE STUEVE  
6620 SE DWIGHT ST  
TOPEKA, KS 66619

**Additional Insured Wording:**

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 ON 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 BUT ONLY AS RESPECTS TO THE OPERATIONS OF THE NAMED INSURED.

SPEEDWAY SONOMA, LLC, SPEEDWAY MOTORSPORTS, INC., AND SPEEDWAY CHILDREN'S CHARITIES AND/OR EACH OF THEIR SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES, AND AGENTS RELATED TO THE OPERATIONS.

THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION APPLIES PER POLICY LANGUAGE.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE INSURING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2018

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).

PRODUCER Insurance Agency's Name	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XXXXXXXXXXXXXXXX	
INSURED Name of Vendor	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			XXXXXXXXXX	XXXX	XXXX	EACH OCCURRENCE	\$ 1000000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000	
	<input checked="" type="checkbox"/> Owners & Contractors						MED EXP (Any one person)	\$ 5000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y				PERSONAL & ADV INJURY	\$ 1000000	
							GENERAL AGGREGATE	\$ 2000000	
							PRODUCTS - COMP/OP AGG	\$ 2000000	
								\$	
A	<b>AUTOMOBILE LIABILITY</b>			XXXXXXXXXX	XXXX	XXXX	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	Y				Y	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$	
	<b>EXCESS LIAB</b>						AGGREGATE	\$	
	DED							\$	
	RETENTION \$								
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			XXXXXXXXXX	XXXX	XXXX	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 500000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y				E.L. DISEASE - EA EMPLOYEE	\$ 500000	
							E.L. DISEASE - POLICY LIMIT	\$ 500000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TYPE OF EVENT: (List Description of SCCA Event)

EVENT DATE(S): (Dates Need to Match Dates Vendor is Allowed On Site)

LOCATION: (List Location of SCCA Event)

EXCESS AGGREGATE EXISTS ONLY WHERE APPLICABLE

SEE ATTACHED ADDENDUMS

**CERTIFICATE HOLDER****CANCELLATION**

SPORTS CAR CLUB OF AMERICA ATTN: CLAUDINE STUEVE 6620 SE DWIGHT ST TOPEKA KS 66619	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE XXXXXXXXXXXXXXXXXXXX

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Insurance Agency's Name		<b>NAMED INSURED</b> Name of Lessor on Rental Agreement	
<b>POLICY NUMBER</b> XXXXXXXXXXXXXXXXXXXX			
<b>CARRIER</b> XXXXXXXXXXXXXXXXXXXX	<b>NAIC CODE</b>		
		<b>EFFECTIVE DATE:</b> XXXX	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED: PER POLICY

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 ON 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 BUT ONLY AS RESPECTS TO THE OPERATIONS OF THE NAMED INSURED.

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