

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 Annual/Single-Event Credential** for the following SMIP affiliated Speedway(s)"):

Atlanta Motor Speedway Bristol Motor Speedway Charlotte Motor Speedway Sonoma Raceway Circuit of the Americas Las Vegas Motor Speedway New Hampshire Motor Speedway Texas Motor Speedway

The SMIP Annual Credential and or Single-Event Credential remain the property of SMIP and are a privilege that can be revoked without cause. Each client shall apply for the credential by completing the proper paperwork and submitting the appropriate insurance documentation, at which time you will be considered for approval. Please read the following requirements for consideration of an Annual/ Single Event Credential:

- <u>Eligibility</u>: Golf Carts credentials are for Business Use <u>ONLY!</u> (A VALID, SIGNED <u>CONTRACT IS REQUIRED</u>. It <u>MUST</u> 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. You <u>MUST</u> check your contract type at the top of the 2021 Credential Request Form ("Form") or your form will be considered incomplete. <u>Teams who do not run a full time NASCAR Cup, XFINITY or Truck Series schedule, are not eligible for Annual Credentials and must request the specific Single Event Credentials. <u>The Insured listed on the Certificate of Insurance ("COI") should match that of the Company Name on the Form. All golf carts and/or other mobile equipment operating on Speedway property will require a credential. SMIP requires the *make, model and serial number* on the Form for equipment requesting the credentials.</u></u>
- <u>Insurance:</u> You must submit a COI along with your Request. Your COI should show evidence of Commercial General Liability with limits at a minimum of \$5 Million Dollars per occurrence. If the equipment is street-legal, including auto liability insurance with limits of \$5 Million Dollars per occurrence.
- <u>Cost:</u> The cost of each Annual Credential is \$1,400 plus 7% tax or \$175 plus state tax for each Single Event Credential. A \$50.00 Late Fee is applied to all orders placed after the listed event deadline. These fees are non-negotiable, and owed to SMISC Holdings, LLC upon approval of the request. Please provide credit card number on the Credit Card Authorization Form and signature for charge authorization. No Credentials will be issued until payment is made in full. Each team organization running a full time schedule will receive one (1) complimentary "owners" Annual Credential regardless of the number of teams/owners. Each driver will also be given one (1) complimentary Annual Credential.
- Receipt of All Credentials: As in prior years, all Annual Credentials will be issued and applied to equipment by SMIP at the golf cart compound during your first attended Event Weekend. Credentials will NOT be mailed. For security purposes, All Credentials must be applied by an SMIP employee at the SMIP Golf Cart Compound, the Credential must be visible while standing in the front of the equipment (front cowl or windshield) steering column application will not be granted. All Credentials are tamper evident and cannot be transferred.

Expiration: The Annual Credential will be valid until (1) the expiration of your approved COI on file with SMIP or (2) the end of the 2021 racing season, whichever may come first. If your insurance coverage expires before April, 2021, a Single-Event credential will be issued at each event until the renewed COI is received. The Annual Credential will be valid through the last full month prior to the month that your insurance coverage expires in. (For example, if your insurance expires July 5th; your Annual Credential will be valid through June, 2021.) At that time, it will be your responsibility to supply a new COI in order to obtain a new Annual Credential for the remainder of the 2021 racing season, at no additional charge. Single Event credentials are valid through the event only.

Please send all completed forms and COI, by fax to 704-455-9319 or email to golfcarts@smiproperties.com We ask all Annual submissions be returned by February 3, 2021 to ensure we have your Annual Credential at Las Vegas Motor Speedway during the February NASCAR events. 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 availablity; 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 availablity; 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 |
| SEPTEMBER, 2021 | | August 14, 2021 |
| , | 4.25.2021 | Chalus As a Fair |
| 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 |
| , | and projections show the solution of the solutions | October 28 - 31, 2021 |
| Las Vegas Motor Speedway | October 13, 2021 | NHRA Nationals |
| Las vegas answer specially | | October 28 - 31, 2021 |
| NOVEMBER, 2021 | | |
| Charlotte Motor Speedway | October 20, 2021 | Dirt Track - World of Outlaw Finals November 4 - 6, 2021 |



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Company, desires to have SMISC Holdings, LLC d/b/a SMI Properties ("SMIP") register the golf cart or mobile equipment, referenced below (the "Equipment") and issue an Annual Credential ("Credential") 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 Annual Credential 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 SMIP ANNUAL / SINGLE EVENT CREDENTIAL REQUEST FORM

A <u>CONTRACT IS REQUIRED</u> 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 whom your contract is with by selecting one of the below.

| Busin | ess Contract (check | one) □ SMISC | : 🗆 SMIF | P□SM□LEVY□NASCAR | or 🗆 🤅 | Speed | way/Other_ (please specify "other | er" or list individual Speedway here) |
|---|---|---|-------------|---|----------|----------|--|---------------------------------------|
| Comp (Must N | Dany Legal Name | | | | | | | |
| Comp | any Doing Business | As Name | | | | | | |
| Addre | ss | | | City | | | State 2 | Zip |
| Prima | ry Contact Name | | | Ema | ail Add | dress | | |
| Phone | Number | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | Cell Number | | | | | |
| On-Sit | te Contact Name | | Cell Number | | | | | |
| | ioning Race Series A TO BE USED BY | ffiliation & Ca | r/Truck i | #: NCS # XFINITY # | _ | N | TS#Other_ | (IndyCar, ARCA, etc) |
| NAME | | | | TEAM OWNER □ RACECAR DR | IVER [| CRE | V CHIEF OTHER | (Sponsor, Media, Vendor, etc) |
| 6 | | | | 2021 EVENT WEEKEN | | | | |
| | ANNUAL CREDEN | ITIAL | (A separ | ate request form <u>MUST</u> be completed for e | ach even | t weeker | (d) | of the state of the same of the same |
| | Las Vegas Motor Sp NASCAR Weekend • March | eedway | | Sonoma Raceway NASCAR Weekend • June 5 - 6 | | | Charlotte Motor Spenascar Weekend • Octob | |
| | Atlanta Motor Speed NASCAR Weekend • March | | | Texas Motor Speedway Truck & All-Star race ◆ June 12 13 | | | Texas Motor Speedv NASCAR Weekend • Octob | |
| | Bristol Motor Speed NASCAR Weekend • March | | | Atlanta Motor Speedway NASCAR Weekend • July 10 - 11 | | | | |
| | Texas Motor Speedy IndyCar • May 1 - 2 | vay | | New Hampshire Motor Speedw NASCAR Weekend • July 17 - 18 | ay | | | |
| | COTA NASCAR Weekend • May 2 | 21 - 23 | | Bristol Motor Speedway NASCAR Weekend • September 17 - | - 19 | | | |
| | Charlotte Motor Spe Coca-Cola 600 • May 28 - 3 | edway | | Las Vegas Motor Speedway NASCAR Weekend ◆ September 25 - | - 26 | | Other: | |
| GOLF CART INFORMATION Pricing: Annual Credentials \$1,400.00 each Single-Event Credentials \$175.00 each | | | | | | | | |
| necauta n | Manufacture | Color | | Serial # | | 100 | ng Capacity | Street Legal |
| | | | | | □ 2 | □ 4 | ☐ 6 Other | \square Y \square N |
| | | | | | □ 2 | □ 4 | ☐ 6 Other | □Y □N |
| | | | | | □ 2 | □ 4 | ☐ 6 Other | □Y□N |
| | | | | | □ 2 | □ 4 | ☐ 6 Other | □Y□N |
| | Fleet List if Additional (| | | quested al \$+ Sales Tax | + | Late F | Fee = Total Due | SMIP \$ |
| | AI Properties | | | | | | chase Order Number: | |
| 22017 DI | | SMIP USE | ONLY: I | | | ., | | |



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 |
| Card Number: Expiration Date: Billing Zip Code: Billing Address Number for card: Fax # 704-455-9319 or call 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 CREDENTIAL 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 last Event Weekend 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: In consideration of the rights granted by SMIP to Company hereunder, Company agrees to pay SMIP the Credential fee in the amount as indicated on the Request Form, if applicable, per Credential requested and sales tax. All monetary obligations owed to SMIP hereunder are due and payable in full at the time of confirmation of Credential availability for the Term, unless prior arrangements have been agreed to in writing by both parties. No Equipment will be registered and no Credential will be issued until such payment is received. In the event a replacement credential is needed, Company must surrender previously issued credential, and will only, at that time, be granted a replacement. In the event a Credential is lost and or stolen, Company hereunder, is obligated to pay the FULL replacement costs of credential to SMIP, and will not be granted a replacement until payment has been received, unless otherwise agreed upon in writing by both parties. Any Credential requests received after the fifteen (15) day event deadline will be charged an additional fifty dollar (\$50.00) processing fee. ALL CREDENTIAL FEES ARE NON-REFUNDABLE.

3. USE:

- (a) <u>Credentials</u>: Annual and/or Event Credentials ("Credentials") are non-transferable and must be permanently affixed to the front right side cowl or centered between the front wheels, mounted in a standard license plate frame. Company must report to the SMIP Golf Cart Compound (the "Compound") during the first day of the first Event Weekend for which a Credential is issued, and the required Credential will be applied by an authorized SMIP employee or representative. Failure to display Credentials may result in impoundment and subject to additional fees. Credentials do not grant Equipment access to grandstand, concourse or other secured areas of Speedway property. At any and all times during the Term, SMIP or Speedway retains the right to revoke Equipment or Credential privileges' should they be abused or used improperly. Credentials become null and void on the last day of the preceding month in which Company's insurance policy expires. Company must submit a new certificate of insurance to receive a replacement Credential.
- (b) Rules and Regulations: Company shall observe and abide by the Annual Credential 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 and that it is Company's responsibility to ensure that it has obtained and understands all applicable rules and regulations, and policies and procedures. Company shall ensure that its employees, agents and other authorized users of Credentials issued under this Agreement shall be given a copy of all referenced Rules and Regulations.
- (c) <u>Accidents; Damage or Loss</u>: 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 the Company's Equipment must remain at the accident scene until Speedway and/or SMIP personnel advise they may leave. Neither SMIP nor any Speedway shall be responsible for damage or loss to Company's Equipment or personal property left in or around the Equipment.
- 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. 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 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 Americas 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. 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 Registration 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 there unto duly authorized, as of the date below.

| SMIP | | COMPANY | |
|---|----------|---------|-------|
| Ву: | _ (sig.) | Ву; | (sig. |
| Name: Terry McKee / Roberta Hood | i | Name: | |
| Title: Director of Assets & Transpor Transportation & Assets Coord | | 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, during the Term of this Agreement. Failure to do so could result in impoundment or revocation of Credential and/or Equipment privilege.

- 1. The use of Equipment is restricted to business use only;
- 2. Only valid-licensed drivers who are eighteen (18) years of age or older and authorized by Company, are allowed to operate Equipment;
- 3. DO NOT use Equipment as a means for product sampling or couponing;
- 4. DO NOT take Equipment off of Speedway property;
- 5. DO NOT park Equipment in unauthorized areas of Speedway property;
- 6. DO NOT leave Equipment unattended unless, the ignition key is switched off, key removed and secured by lock and chain;
- 7. DO NOT exceed the maximum passenger or weight capacity of Equipment;
- 8. 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;
- 9. DO NOT allow passenger(s) to stand while Equipment is in operation;
- 10. DO NOT use cellular phones or personal data devices while operating Equipment;
- 11. 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;
- 12. ALWAYS ensure passengers are seated and ready before operating Equipment;
- 13. ALWAYS maintain a safe and cautious speed during operation. The maximum speed limit on Speedway property is 25 mph unless otherwise posted.
- 14. 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.;
- 15. ALWAYS use headlights at night;
- 16. 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.

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.