



Transportation & Communication  
5239 Z-Max Blvd.  
Harrisburg, NC 28075  
(P) 704-454-1619 (F) 704-455-9319  
[golfcarts@smiproperties.com](mailto: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 2019 Annual/Single-Event Credential information for all SMIP affiliated Speedways:

Atlanta Motor Speedway  
Bristol Motor Speedway  
Charlotte Motor Speedway

Sonoma Raceway  
Kentucky Speedway  
Las Vegas Motor Speedway

New Hampshire Motor Speedway  
Texas Motor Speedway

The SMIP Annual Credential (“Annual Credential”) and or Single-Event Credential remains the property of SMIP and is 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:

- **Eligibility:** A contract is required in order to receive an annual/single event credential. You **MUST** check your contract type at the top of the 2019 Credential Request Form (“Form”) or your form will be considered incomplete. **Teams who do not run a full time NASCAR Sprint Cup, XFINITY or Camping World Truck Series schedule, are not eligible for Annual Credentials and must request the specific Single Event Credentials.** The Insured listed on the Certificate of Insurance (“COI”) should match that of the Company Name on the Form. All golf carts and other mobile equipment operating on SMIP affiliate Speedway property will require a credential. SMIP requires the *make, model and serial number* on the Form for equipment requesting the credentials.
- **Insurance:** 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 per occurrence; worker’s compensation and employer’s liability.
- **Cost:** The cost of each Annual Credential is **\$1,400 plus 7% tax** or **\$175 plus state tax** for each individual event. 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, Inc. 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 SMI Properties 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 2019 racing season, whichever may come first. **If your insurance coverage expires before April, 2019, 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 5<sup>th</sup>; your Annual Credential will be valid through June, 2019.) 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 2019 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](mailto:golfcarts@smiproperties.com) We ask all Annual submissions be returned by **February 1, 2019** to ensure we have your Annual Credential at Atlanta Motor Speedway during the February NASCAR events. For more information or questions please feel free to visit our website at [www.smiproperties.com/golfcarts](http://www.smiproperties.com/golfcarts) or contact Roberta Hood by email at [hood@smiproperties.com](mailto:hood@smiproperties.com) or phone at 704-454-1619.

We wish everyone a successful 2019 season!

Sincerely,

Terry McKee  
Director of Assets & Transportation



## 2019 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. \$50.00 for Credentials

EVENT LOCATION	REQUEST DEADLINE	EVENT / EVENT DATES
<b>FEBRUARY, 2019</b>		
Atlanta Motor Speedway	<b>February 6, 2019</b>	NASCAR Weekend February 22 - 24, 2019
<b>MARCH, 2019</b>		
Las Vegas Motor Speedway	<b>February 13, 2019</b>	NASCAR Weekend March 1 - 3, 2019
Texas Motor Speedway	<b>March 16, 2019</b>	NASCAR Weekend March 29 - 31, 2019
<b>APRIL, 2019</b>		
Charlotte Motor Speedway	<b>March 20, 2019</b>	Charlotte AutoFair April 4 - 7, 2019
Bristol Motor Speedway	<b>March 20, 2019</b>	NASCAR Weekend April 5 - 7, 2019
Las Vegas Motor Speedway	<b>March 20, 2019</b>	NHRA Four Wide Nationals April 5 - 7, 2019
zMAX Dragway	<b>April 10, 2019</b>	NHRA Four Wide Nationals April 26 - 28, 2019
<b>MAY, 2019</b>		
Charlotte Motor Speedway	<b>April 17, 2019</b>	Carolina Rebellion May 3 - 5, 2019
Charlotte Motor Speedway	<b>May 1, 2019</b>	Trucks & NASCAR All-Star Race May 17 - 18, 2019
Charlotte Motor Speedway	<b>May 8, 2019</b>	NASCAR Weekend May 23 - 26, 2019
<b>JUNE, 2019</b>		
Texas Motor Speedway	<b>May 22, 2019</b>	NASCAR Trucks & Indy Car June 6 - 8, 2019
Bristol Dragway	<b>May 29, 2019</b>	NHRA Nationals June 14 - 16, 2019
Sonoma Raceway	<b>June 5, 2019</b>	NASCAR Weekend June 22 - 23, 2019
<b>JULY, 2019</b>		
Kentucky Speedway	<b>June 26, 2019</b>	NASCAR Weekend July 11 - 13, 2019
New Hampshire Motor Speedway	<b>July 3, 2019</b>	NASCAR Weekend July 19 - 21, 2019
Sonoma Raceway	<b>July 10, 2019</b>	NHRA Nationals July 26 - 28, 2019

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## 2019 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. \$50.00 for Credentials

<b>EVENT LOCATION</b>	<b>REQUEST DEADLINE</b>	<b>EVENT / EVENT DATES</b>
<b>AUGUST, 2019</b>		
Charlotte Motor Speedway	<b>July 31, 2019</b>	Monster Trucks August 17, 2019
Bristol Motor Speedway	<b>July 31, 2019</b>	NASCAR Weekend August 14 - 17, 2019
<b>SEPTEMBER, 2019</b>		
Charlotte Motor Speedway	<b>August 21, 2019</b>	Charlotte Auto Fair September 5 - 8, 2019
Las Vegas Motor Speedway	<b>August 28, 2019</b>	NASCAR Weekend September 13 - 15, 2019
Charlotte Motor Speedway	<b>September 11, 2019</b>	NASCAR Weekend September 26 - 29, 2019
<b>OCTOBER, 2019</b>		
zMAX Dragway	<b>September 25, 2019</b>	NHRA Carolina Nationals October 11 - 13, 2019
Charlotte Motor Speedway	<b>October 2, 2019</b>	Good Guys Southeastern Nationals October 18 - 19, 2019
<b>NOVEMBER, 2019</b>		
Charlotte Motor Speedway	<b>October 16, 2019</b>	Dirt Track - Short Track Championship October 31 - November 2, 2019
Las Vegas Motor Speedway	<b>October 16, 2019</b>	NHRA Nationals October 31 - November 3, 2019
Texas Motor Speedway	<b>October 16, 2019</b>	NASCAR Weekend November 2 - 3, 2019
Charlotte Motor Speedway	<b>October 23, 2019</b>	Dirt Track - World of Outlaw Finals November 7 - 9, 2019



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Company, desires to have SMISC Holdings, Inc. 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, Inc. subsidiary, during the 2019 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 2019 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.

**2019 SMIP ANNUAL / SINGLE EVENT CREDENTIAL REQUEST FORM**

**A CONTRACT IS REQUIRED** to be in this same name with SMISC Holdings, Inc. (SMISC or SMIP), Speedway Motorsports, Inc. (SMI), Levy Restaurants (Levy), a Speedway, etc. 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.**

Business Contract (check one)  SMISC  SMIP  SMI  LEVY  NASCAR or  Speedway/Other \_\_\_\_\_  
 (please specify "other" or list individual Speedway here)

Company Legal Name \_\_\_\_\_  
 (Must Match Name on COI)

Company Doing Business As Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Contact Name \_\_\_\_\_ Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell Number \_\_\_\_\_

On-Site Contact Name \_\_\_\_\_ Cell Number \_\_\_\_\_

Sanctioning Race Series Affiliation & Car/Truck #: MENCs # \_\_\_\_\_ XFINITY # \_\_\_\_\_ NCWTS # \_\_\_\_\_ Other \_\_\_\_\_  
**CART TO BE USED BY** (IndyCar, ARCA, etc...)

NAME \_\_\_\_\_  TEAM OWNER  RACECAR DRIVER  CREW CHIEF  OTHER \_\_\_\_\_  
 (Sponsor, Media, Vendor, etc...)

**2019 EVENT WEEKENDS**  
 (A separate request form **MUST** be completed for each event weekend)

- ANNUAL CREDENTIAL**
- Atlanta Motor Speedway**  
NASCAR Weekend ♦ February 22 - 24
- Las Vegas Motor Speedway**  
NASCAR Weekend ♦ March 1 - 3
- Texas Motor Speedway**  
NASCAR Weekend ♦ March 29 - 31
- Bristol Motor Speedway**  
NASCAR Weekend ♦ April 5 - 7
- Charlotte Motor Speedway\***  
Truck & All-Star race ♦ May 17 - 18
- Charlotte Motor Speedway\***  
Coca-Cola 600 ♦ May 23 - 26
- Texas Motor Speedway**  
IndyCar & NASCAR Truck ♦ June 6 - 8
- Sonoma Raceway**  
NASCAR Weekend ♦ June 22 - 23
- Kentucky Speedway**  
NASCAR Weekend ♦ July 11 - 13
- New Hampshire Motor Speedway**  
NASCAR Weekend ♦ July 19 - 21
- Bristol Motor Speedway**  
NASCAR Weekend ♦ August 14 - 17
- Las Vegas Motor Speedway**  
NASCAR Weekend ♦ September 13 - 15
- Charlotte Motor Speedway**  
NASCAR Weekend ♦ September 26 - 29
- Texas Motor Speedway**  
NASCAR Weekend ♦ November 2 - 3
- Other:** \_\_\_\_\_

**GOLF CART INFORMATION**  
 Pricing: Annual Credentials \$1,400.00 each -- Single-Event Credentials \$175.00\* each \*excludes CMS "May Races" 1 Credential- Both Events \$225.00 each

Manufacture	Color	Serial #	Seating Capacity	Street Legal
			<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6 Other _____	<input type="checkbox"/> Y <input type="checkbox"/> N
			<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6 Other _____	<input type="checkbox"/> Y <input type="checkbox"/> N
			<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6 Other _____	<input type="checkbox"/> Y <input type="checkbox"/> N
			<input type="checkbox"/> 2 <input type="checkbox"/> 4 <input type="checkbox"/> 6 Other _____	<input type="checkbox"/> Y <input type="checkbox"/> N

Attach Fleet List if Additional Credentials are Being Requested

# Requested: \_\_\_\_\_ x Credential Fee \$ \_\_\_\_\_ = Subtotal \$ \_\_\_\_\_ + Sales Tax \_\_\_\_\_ + Late Fee \_\_\_\_\_ = Total Due SMIP \$ \_\_\_\_\_  
 (Added to all orders placed after the event deadline)



5239 Z-Max Blvd  
Harrisburg NC 28075  
704-455-9453

### Credit Card Payment Authorization Form

By signing this form you authorize SMISC Holdings, Inc. 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, Inc.  
(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

Cardholder Name: \_\_\_\_\_

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, Inc. 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 2019 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) Credentials: 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) Accidents; Damage or Loss: 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 SATISFIED 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 and (ii) Workers' Compensation and Employer's Liability covering all its employees with statutory Worker's Compensation and Employers' Liability coverage with a minimum limit of \$5,000,000 per employee and per accident. 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, Inc. d/b/a SMI Properties; Atlanta Motor Speedway, LLC; Bristol Motor Speedway, LLC; Charlotte Motor Speedway, LLC; Kentucky Raceway, LLC d/b/a Kentucky Speedway; Nevada Speedway, LLC d/b/a Las Vegas Motor Speedway; New Hampshire Motor Speedway, Inc.; Speedway Sonoma, LLC; Texas Motor Speedway, Inc.; Speedway Children's Charities; Speedway Motorsports, Inc. 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, INC., 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

By: \_\_\_\_\_ (sig.)

By: \_\_\_\_\_ (sig.)

Name: Terry McKee / Roberta Hood

Name: \_\_\_\_\_

Title: Director of Assets & Transportation /  
Transportation & Assets Coordinator

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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
XX/XX/XXXX

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  XXXXXXXXXXXXXXXXXXXXXXXXXX	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
INSURED  XXXXXXXXXXXXXXXXXXXXXXXXXX	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	XXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ NONE
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ NONE
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	XXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			XXXXXXXXXXXXXXXXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 5,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
A	Property		X	XXXXXXXXXXXXXXXXXXXXXXXXXX	xx/xx/x	xx/xx/xx	\$15,000 (per golf cart)	

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

As respects to golf carts, SMISC Holdings ,LLC dba SMI Properties; Atlanta Motor Speedway, LLC; Bristol Motor Speedway, LLC; Charlotte Motor Speedway, LLC; Kentucky Raceway, LLC dba Kentucky Speedway; Nevada Speedway, LLC dba Las Vegas Motor Speedway; New Hampshire Motor Speedway, Inc.; Speedway Sonoma, LLC; Texas Motor Speedway, Inc.; Speedway Children's Charities; Speedway Motorsports, Inc., and/or each of their subsidiaries and affiliates and their respective officers, managers, directors, employees, and agents related to the operations are added as Additional Insured to the liability policies 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**

SMISC Holdings, LLC d/b/a SMI Properties  
 Attn: Assets & Transportation  
 2539 zMAX Blvd.  
 Harrisburg, NC 28075  
 Fax: 704-455-9319  
 golfcarts@smiproperties.com

**CANCELLATION**

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