



2019 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 grass between the skidpad and North Paddock Lane. 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/19RunoffsVendor

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| <ul style="list-style-type: none"> <input type="checkbox"/> 15' x 20' space = \$300 <input type="checkbox"/> 15' x 30' space = \$450 <input type="checkbox"/> 15' x 40' space = \$600 | <ul style="list-style-type: none"> <input type="checkbox"/> 25' x 20' space = \$500 <input type="checkbox"/> 25' x 30' space = \$750 <input type="checkbox"/> 25' x 40' space = \$1000 |
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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 Quantum Speed Works Building #1071, at the corner of Raceplex Rd. and Ryan's Way in the Technology Park.

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

Activity	Date	Hours
Load-in/Set-Up	October 4	4:00 pm – 8:00 pm
	October 5-9	8:00 am – 5:00 pm
Vendor Midway Open (Mandatory Date/Hours)	October 10-12	8:00 am – 5:00 pm
	October 13	8:00 am – 4:00 pm
Teardown/Load-Out	Oct 13	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 September 20, 2019. No refunds will be provided after September 20, 2019. 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 September 20, 2019.

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 located in Building 1012 on Raceplex Rd. located in the Technology Park. 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:

Team Name
Contact Name/Cell Phone:
SCCA Runoffs
c/o Virginia International Raceway
1245 Pinetree Road
Alton, VA 24520

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.

10. RESTRICTIONS:

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



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- **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 VIRginia International Raceway Ticket Office and sold on a first-come, first-served basis. Cost varies.
- **GIVEAWAYS:**
 - i. All giveaways must be approved by SCCA and VIRginia International 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. Vendor shall pay and provide a certificate of liability insurance on an Acor 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; Connie Nyholm, Jim Stout & M. Katherine Stout, Virginia International Raceway, VIR Operations LLC, Blue Chip Racing Resorts LLC, the Lodge at VIR LLC, South Bend Farm Inc., Halifax County, TMI Racing Products, Nissan North America Inc., Patriot Racing LLC, ViJo LLC and VMTP LLC and their respective subsidiaries, shareholders, directors, officers, sponsors, employees, servants and agents (the "VIR Parties") as additional insureds. 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 must be provided by September 20, 2019:

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

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

14. **COMPLIANCE WITH LAW:**

- Must adhere to all State and County laws.



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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.

_____ **Contact Name (Print)**

_____ **SCCA Name (Print)**

_____ **Contact Signature** **Date**

_____ **SCCA Signature** **Date**



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APPENDIX A:
INSURANCE LIABILITY COVERAGE REQUIREMENTS

Use 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; Connie Nyholm, Jim Stout & M. Katherine Stout, Virginia International Raceway, VIR Operations LLC, Blue Chip Racing Resorts LLC, the Lodge at VIR LLC, South Bend Farm Inc., Halifax County, TMI Racing Products, Nissan North America Inc., Patriot Racing LLC, ViJo LLC and VMTP LLC and their respective subsidiaries, shareholders, directors, officers, sponsors, employees, servants and agents (the “VIR Parties”) as additional insureds. 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 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 September 20, 2019:
Sports Car Club of America, Inc.
Attn: Claudine Stueve
6620 SE Dwight St.
Topeka, KS 66619
cstueve@scca.com