



**2019 TIRE RACK SCCA SOLO NATIONAL CHAMPIONSHIP 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. Sizes listed below are depth x length. All spaces will be positioned parallel to the road. Tents, tables, chairs, etc. are not included in below pricing.

Register for your Vendor space at - <https://www.msreg.com/19SoloNatsVendor>

- | | |
|--------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> 25' x 25' space = \$200 | <input type="checkbox"/> 25' x 75' space = \$350 |
| <input type="checkbox"/> 25' x 50' space = \$250 | <input type="checkbox"/> 50' x 75' space = \$400 |
| <input type="checkbox"/> 50' x 50' space = \$300 | <input type="checkbox"/> 25' x 100' space = \$450 |
| | <input type="checkbox"/> 50' x 100' space = \$500 |

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

Activity	Date	Hours
Load-in/Set-Up	Aug. 29	8:00 am – 5:00 pm
Load-in/Set-Up	Aug. 30 – Sept. 6	8:00 am – 5:00 pm
Teardown/Load-Out	Sept. 7	6:00 am – 10:00 am

Any Vendor planning to Load-in/Set-up on Thursday August 29 must notify Brian Harmer (bharmer@scca.com) to be put on the approved site access list. Thursday access will strictly be for Load-in/Set-up.

3. CANCELLATION & REFUNDS

- a. SCCA requires a written cancellation of vendor space.
- b. Refunds, less a 10% administrative fee, will be accepted until Aug. 24, 2019. No refunds will be provided after Aug. 24, 2019. All major credit cards are accepted.



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4. DAMAGES:

- a. Vendors shall not damage the venue facilities
- b. Any such damage will be charged to Vendor and may result in expulsion from the venue and exclusion from future events
- c. Vendor will be responsible for all repair fees

5. ELECTRICITY

- a. Electricity is available for all food vendors. Please provide electric needs (Amps/Volts/Plug type).

6. SECURITY

- a. The facility is monitored 24/7 by Lincoln Air Park security and will make periodic stops within the Vendor Area.

7. SHIPPING:

- a. Shipping is not allowed at the site.

8. STAKING:

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

9. INFRINGEMENTS:

- a. 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
- b. 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
- c. 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:

- a. NOISE:
 - i. Cannot create or emit any unduly loud or unreasonable noise in demonstrating its product(s)/service(s)
- b. CAMPING:
 - i. Overnight camping will be allowed in Vendor Area.

11. CONDITION:

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



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12. ASSIGN SUBLET OR SHARE:

- a. NO assigning, subletting, sharing or apportion the whole or any part of the rented space.
- b. Any violation may result in expulsion from the venue, exclusion from future events and forfeiture of all fees paid

13. INSURANCE:

Vendor insurance must match Vendor name. Vendor shall pay and provide a certificate of liability insurance naming Sports Car Club of America, Inc. (SCCA), SCCA Pro Racing, Ltd., SCCA Enterprises, Inc. and all Regions, Divisions and Chapters chartered by SCCA; all SCCA and regional directors, officers, officials, members, drivers, car owners, entrants, pit crews and all other participants bearing SCCA authorized credentials, all sponsors/advertisers connected with a car or an SCCA/SCCA Pro Racing sanctioned Event while involved in and acting in their capacity during the presentation or conduct of an SCCA/SCCA Pro Racing sanctioned Event. This insurance is primary and non-contributory to any other insurance available to the additional insureds. A waiver of subrogation is also included.

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

Copy of Insurance must be provided by Aug. 24, 2019:

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

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

14. COMPLIANCE WITH LAW:

- a. 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:

- a. 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

In the event that a Vendor does not conform to the terms of this agreement, SCCA Officials or their designated Staff have the right to remove the Vendor from the facility. All costs associated with removal will be borne by the Vendor.

No refunds will be issued if the Vendor is asked to leave.

The Vendor has read, understands, received a copy of this agreement, will abide by the terms and conditions in this agreement and has the authority to contract on behalf of the Vendor. Any breach of this agreement by the Vendor shall be at the sole discretion of SCCA, Inc., exclusion from the future racing events and Vendor shall be liable for all damages.



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INSURANCE LIABILITY COVERAGE REQUIREMENTS

- | | |
|--------------------------------------------------------------------------------------------------|----------------------------------------|
| A. WORKERS COMPENSATION
Employer’s Liability | Nebraska 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. This insurance is primary and non-contributory to any other insurance available to the additional insureds. A waiver of subrogation is also included.

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

The above described coverage shall be maintained through the term of the service agreement and the Vendor shall file with SCCA, Inc. a Certificate of Insurance (COI) evidencing that any insurance coverage required herein has been obtained and are currently in effect.

Note: If your insurance agent does not write liability insurance for Vendors, you may wish to contact the following agency:

K&K Insurance Group
(Concessionaires and Vendors)
(800) 328-2317 / Fax (260) 459-5502
www.kandkinsurance.com

Send COI by Aug. 24, 2019:
Sports Car Club of America, Inc.
Brian Harmer
6620 SE Dwight St.
Topeka, KS 66619
bharmer@scca.com