

Contract # _____

GOLF CART RENTAL AGREEMENT

This Golf Cart Rental Agreement, along with the attached SINGLE EVENT GOLF CART PERMIT POWERED CART POLICY and RELEASE OF LIABILITY shall together make up the Golf Cart Rental Agreement (the "Agreement") by and between Motor Racing Network, LLC d/b/a Motorsports Entertainment Experiences, the undersigned operator ("MEE") and cart or equipment renter ("Company") of the cart(s) or vehicle(s) and/or equipment (collectively, the "Equipment"). Both parties hereby acknowledge and agree to comply with the obligations and rules set forth in this Agreement of Company's use of the Equipment during the dates as set forth below:

Company must sign all pages of this agreement.

Renter agrees to the terms and conditions set forth herein.

TRACK: **EVENT:** **DATES:**

All rental rates are based on an event basis (NO daily rentals)

Type of Powered Cart	Number of Carts Requested	Price Per Cart	Extended Total
4 Passenger		\$610.00	
4 Passenger/Flip		\$610.00	
6 Passenger		\$810.00	
Utility		\$700.00	
Cart Sub-Total			
Additional Services**			
Sub Total			
Local Sales Tax Rate			
Total Rental Amount			

**** Additional Services:**

Guaranteed Roof –

Have a guaranteed roof on our golf cart to provide protection from the elements for \$125 per cart (based on availability, orders due 14 days prior to event week)

Full Wrap or Spot Decals –

Advertise your business or team on your golf cart for everyone to see (price is based on the number of orders received, prices include installation and removal, order are due 21 days prior to the event)

15% Late Fee –

A 15% late fee will be added to the order prior to sales tax for orders received 14 days prior to the event week

Office Use Only: GL Revenue Code: 535500

COI Expires: _____

JE Invoice EBMS _____

Company Information

Company Name: _____

Requestor: _____ **Email Address:** _____

Billing Name: _____

Billing Address: _____

Order Date: _____ **Phone Number:** _____ **Fax Number:** _____

Onsite Contact: _____ **Onsite Phone Number:** _____

Onsite Contact person is authorized to add or modify initial order during the event? Yes No

Full payment of the Total Rental Amount above is required prior to the event either by check or credit card.

Any order for which full payment has not been received will not be processed.

Please refer to Credit Card Authorization Form (page 4 of this document) for more information.

**SINGLE EVENT GOLF CART PERMIT
POWERED CART POLICY AND RELEASE OF LIABILITY**

1. ALL powered cart in use during an event must be registered. Registration will be proven through a Single Event Permit Sticker which must be PERMANENTLY affixed to the approved powered cart on the front driver's side in the lower corner of the windshield or front hood. Each Single Event Permit will possess a control number plainly visible to identify the person or company who as registered the powered cart.
2. Company shall provide proof of general liability insurance (or automobile liability in the event the golf cart being registered is street legal) with limits of no less than \$1 million dollars per occurrence and \$2 million dollars in the aggregate, including all the Additional Insured Parties (as defined in Section 9 hereunder) as additional insureds, and must be supplied along with this completed form and such insurance policies shall be active throughout the event. Certificate of insurance shall state that such insurance is primary and non-contributory to any other insurance that may be available to an Additional Insured Party and that a Waiver of Subrogation applies in favor of the Additional Insured Parties in accordance with the Certificate of Insurance Requirements for Golf Cart Rentals, attached hereto. Insurance coverage shall apply to the fullest extent of Company's insurance policy limits or to the extent allowed by law, whichever is greater.
3. The use of equipment by Company, as authorized herein, will be restricted to business use only.
4. Equipment will be driven by Company in a safe, slow, and careful manner and shall at no time exceed any posted or designated speed limit. At all times drivers will yield to pedestrians. Anyone observed driving in a careless or unsafe manner, including and without limitation, in violation of any provision of the powered cart policy and release of liability, will be removed from the property and have their Single Event Permit revoked. The Company agrees to be responsible for compliance with any applicable laws, government regulations, and facility rules in the use of the Equipment
5. Equipment must be driven by a licensed driver over the age of eighteen (18), unless applicable state law requires a higher age limit (by way of example, Alabama requires operators to be at least nineteen (19) years old). The number of passengers may not exceed the manufacturers designed and installed seating capacity and/or capacity indicated on the Single Event Permit Sticker. All passengers must be remain seated during Equipment operation.
6. Alcoholic beverages are not permitted in any Equipment, except for delivery purposes only. No alcohol is to be consumed by any driver and/or passenger while the Equipment is in use, and no driver shall operate any Equipment while under the influence of alcohol.
7. Only Equipment equipped with factory installed (or equivalent) front headlights and rear running lights may be operated by Company after daylight hours.
8. Equipment usage will not be allowed in restricted areas or during times not authorized by racetrack management. No golf carts shall be operated on public roads.
9. Company hereby agrees to release, hold harmless, indemnify and defend Motor Racing Network, LLC d/b/a Motorsports Entertainment Experiences, Mid Florida Golf Cars Distributors, Inc. d/b/a National Carts, Golf Tournaments Incorporated, their respective parent(s), subsidiaries, limited liability and affiliate companies, and their respective members, shareholders, officers, directors, agents, employees, sponsors, trustees, receivers, successors, subcontractors and assigns, the City of Homestead, the Daytona Beach Racing and Recreational Facilities District, City of Daytona Beach, and County of Volusia (collectively the "Additional Insured Parties") from liability or damages including third party claims ("Losses") arising directly as a result of the gross negligence, willful misconduct, or violation of applicable law by Company, its employees, agents, and/or representatives' use of the Equipment as set forth in this Agreement. Company's obligations hereunder to release, hold harmless, indemnify and defend the Additional Insured Parties shall not extend to claims, including third party claims or Losses, arising directly as a result of the Additional Insured Parties' gross negligence, willful misconduct or violation of law of an Additional Insured Party in its provision of Equipment to Company or any of its obligations to Company as set forth in this Agreement. In no event will either party be liable for any indirect, incidental, special, consequential, exemplary or reliance damages (including lost or anticipated revenues or profits) arising out of this Agreement.
10. Company shall have no right to sell, assign, delegate or in any way dispose of or encumber any of the rights or duties granted under this Agreement. Any such attempt shall be deemed to be null and void and shall be considered a default under this Agreement, entitling MEE, at its sole discretion, to terminate the Agreement and to seek any and all other legal or equitable remedies it may be entitled to pursue under this Agreement or under the laws of the state where the facility is located. Further, any change in control (whether by merger, asset sale, stock purchase or other assignment or operation by law) shall for the purposes of this Agreement be deemed an assignment of the rights and obligations contained herein and shall require the prior written approval of MEE , which shall not be unreasonably withheld.

I have read, understand and accept all the terms of use for a powered golf cart. Failure to comply with these terms may result in revocation of the Single Event Permit Sticker, the golf cart being impounded and/or forfeiture of golf cart privileges in MEE's sole discretion. The undersigned has the requisite authority to bind the Company to the obligations herein. My signature below signifies full and total acceptance of these terms and agreement to comply.

Name of Company

Print Name of Authorized Representative

Title

Date

Signature of Authorized Representative

CREDIT CARD AUTHORIZATION FORM

Motorsports Entertainment Experiences requires full payment prior to the event and a completed credit card authorization form for any add-ons or additional fees that may be incurred during the rental period. **We are unable to process an order submitted without a valid credit card – no exceptions.** Please choose one of the following methods of payment.

_____ I will submit payment in full via check for payment prior to picking up golf carts. Please use my credit card information reflected below for any add-ons or additional fees that may be incurred during the rental period.

_____ Use my credit card information reflected below for payment and add-ons or any additional Fees that may be incurred during the rental period.

Company Information

****Required before order can be processed***

Type of Credit Card: _____VISA _____MasterCard _____Discover _____AMEX

Account Number: _____

Expiration Date: _____ Security Code: _____

Card Holder's Name: _____

Billing Address: _____

Billing City, State and Zip: _____

Authorized Signature: _____

Please FAX completed forms to the Golf Cart Department at (386) 681-3853

Certificate of Insurance Requirements for Golf Cart Rentals

A Certificate of Insurance (COI) that must accompany the golf cart rental request, are required to:

- Include the name of the company that holds the contract and that will be operating the equipment on track property as the named insured on the certificate.
- Include comprehensive general liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- Certificate holder must be Motor Racing Network, LLC. d/b/a Motorsports Entertainment Experiences, PO Box 2801 Daytona Beach, FL 32114.
- Include in the "Description of Operations" section of the certificate the following appropriate additional insured language:

" Motor Racing Network, LLC d/b/a Motorsports Entertainment Experiences, Mid Florida Golf Cars Distributors, Inc. d/b/a National Carts, Golf Tournaments Incorporated , their respective parent(s), subsidiaries, limited liability companies and affiliates, and their respective members, shareholders, officers, directors, agents, employees, related or affiliated companies, sponsors, trustees, receivers, successors, subcontractors and assigns, the City of Homestead, the Daytona Beach Racing & Recreational Facilities District, City of Daytona Beach, and County of Volusia are named as additional insureds. This insurance is primary and non-contributory to any other insurance that may be available to an Additional Insured. A waiver of subrogation applies in favor of the Additional Insureds."

*The City of Homestead is only needed for rentals at Homestead-Miami Speedway

**The Daytona Beach Racing & Recreational Facilities District, City of Daytona Beach, and County of Volusia is only needed for rental at Daytona International Speedway

NOTES

- A proper COI must be provided for approval before rental applications are processed.

Motorsports Entertainment Experiences has partnered with Vertikal, a third party leader in document compliance. This allows us to have a web-based Certificate of Insurance Management System for our Golf Cart Rental Program.

If you have an existing COI on file with us through Vertikal, or if your COI has expired please be sure to forward an updated copy immediately to isc@vertikalrms.com or you can fax to 877-237-8560. Please see the Vertikal information below.

Forwarding information (for Certificate of Insurance information only):

Email: isc@vertikalrms.com
Fax: **1-877-237-8560**
By mail: **Motorsports Entertainment Experiences
c/o Vertikal
1001 East 101st Terrace, Ste 260
Kansas City, MO 64131**