

Daytona International Speedway
SINGLE EVENT PERMIT
Commercial Golf Cart and Other Authorized Vehicles
Decal Request Form

Requesting Company Name _____

(A contract is required to be in this same name with Daytona International Speedway, LLC d/b/a Daytona International Speedway ("DIS"), and/or International Speedway Corporation ("ISC"), and/or NASCAR Enterprises, LLC ("Enterprises"), etc. to qualify for business use of a powered cart.)

(Insured's Name on Certificate of Insurance **must** match this name)

Also Known As Name _____

Address _____

City _____ **State** _____ **Zip** _____

Primary Contact Name _____

Number _____

FAX _____

Email _____

Alternate Contact Name _____

Number _____

Email _____

Name of Business Contact (from DIS, ISC or Enterprises) _____

Vehicle Manufacturer _____

Color _____

Seating Capacity 2____ 4____ 6____ other #____ **Is vehicle street-legal?** ____Y____N

(Attach fleet sheet if permits for more than one vehicle are being requested)

_____ **\$250.00 Single Event Permit for Daytona International Speedway**

(Make attached Non-Refundable Check Payable to Daytona International Speedway, LLC)

Event Name _____

Date _____

Please Attach Liability Insurance Certificate (including the appropriate parties named as additional insured) and Check.

Please review & sign the powered cart policy and release/waiver on the reverse side of this form.

FOR DIS USE ONLY

Date Received _____

Certificate Approved _____

Decal # Issued _____

Distributed: To _____ **Date** _____

**DAYTONA INTERNATIONAL SPEEDWAY
SINGLE EVENT 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. Insurance coverage shall apply to the fullest extent of Company's insurance policy limits or to the extent allowed by law, whichever is greater. **(PLEASE PROVIDE THIS SECTION AND THE LIST OF ADDITIONAL INSURED PARTIES FOUND IN SECTION 9 TO YOUR INSURANCE PROVIDER WHEN REQUESTING THE COI)**
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 Daytona International Speedway, LLC, its parents, subsidiaries, limited liability and affiliate companies, and their respective members, shareholders, officers, directors, agents, employees, sponsors, trustees, receivers, successors, subcontractors and assigns, the Daytona Beach Racing & 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 Daytona International Speedway, LLC, 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 Daytona International Speedway, LLC, which shall not be unreasonably withheld.

I have read, understand and accept all the terms of use for a powered cart. Failure to comply with these terms may result in revocation of the Single Event Permit, the powered cart being impounded and/or forfeiture of powered cart privileges at affiliated racetracks in DIS'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

Date

Print Name of Authorized Representative

THIS IS A RELEASE OF LIABILITY

Signature of Authorized Representative

WITNESS SIGNATURE

Signed In The Presence Of