

WATKINS GLEN INTERNATIONAL, INC.
2017 VENDOR SUBCONTRACT AGREEMENT

THIS AGREEMENT is entered into as of the last date of execution by a party hereto, by and between WATKINS GLEN INTERNATIONAL, INC., d/b/a Watkins Glen International, a Delaware corporation ("WGI") and _____ ("Vendor") whose address is:

Attention: _____

WHEREAS, Vendor wishes to obtain space in the vendor areas at Watkins Glen International ("Speedway");

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The statements in the WHEREAS clauses above are true and correct and hereby incorporated into this Agreement.
2. **Incorporation of Exhibits A & B.** Exhibits A & B are attached hereto and are hereby incorporated by reference as if fully set forth herein. The term "Agreement" shall jointly refer to this Vendor Subcontract Agreement, and Exhibits A & B.
3. **Term and Termination.** This Agreement shall commence upon execution, and unless sooner terminated in accordance with its provisions, shall remain in effect until _____. WGI shall have the option of terminating this Agreement if Vendor does not comply with the provisions listed herein and does not correct those violations within a reasonable cure period. Further, WGI shall have the option to terminate this Agreement with or without cause upon 30 days written notice to Vendor. This Agreement shall be effective only for the Term stated and no right of renewal for any future event is granted or implied hereunder.
4. **Responsibilities of WGI**
 - 1) WGI shall have the right to approve the quality and design of resale products. If any of the following terms appear on merchandise: *Watkins Glen, The Glen, Watkins Glen, NY* or the *Watkins Glen International Logo*, the merchandise must be officially licensed through WGI. Additionally, no items with the event name or any variation of the event name for WGI or any WGI affiliates will be allowed.
 - 2) WGI shall have the right to approve in advance all displays, merchandise and promotions. WGI reserves the right in its sole discretion to exclude any merchandise it deems to be inappropriate, for any reason. ONLY the sale of "officially licensed" merchandise will be allowed at the Speedway.
 - 3) WGI shall have the right to set operating dates and hours for each event. Failure to follow these mutually agreed upon dates and times will be considered due cause for termination of this Agreement.
 - 4) WGI shall have the right to terminate this Agreement, at any time, should the Vendor fail to meet established standards and conditions set forth in this agreement. WGI expects each Vendor and its employees to act in a professional manner while conducting business at the Speedway. Lewd or offensive behavior will not be tolerated and will result in immediate termination of this Agreement. Should termination occur, the Vendor will lose

the right to conduct operations and be expelled for which there will be “**No Refunds.**” Also, any Vendor selling unlicensed items or items deemed by WGI to be “tasteless” or not suitable in a family environment will be removed and there will be “**No Refunds.**”

- 5) WGI will provide space for the Vendor to provide services at the Speedway. WGI reserves the right to exclude any vehicle it deems to be substandard equipment. **Exact space requirement and tent requirement requests must be returned with signed contract 4 weeks prior to event.**

5. Responsibilities of the Vendor

- 1) Vendor will provide, at its own expense, the equipment, product and properly attired personnel required to maintain a quality concession at the Speedway.
- 2) Vendor agrees to operate in accordance with the regulations set forth in the New York State Health and Mass Gatherings Code and he/she must be individually permitted, where applicable, to operate in the State of New York.
- 3) Vendor is responsible for paying all applicable federal, state and local taxes. Vendor is required, by law, to obtain and display a valid New York State Certificate of Authority to Collect Sales and Use Tax. A copy of such certificate must be included with payment and insurance certificate **received no later than 4 weeks prior to the event.** Vendor, workers or equipment will not be admitted to the Speedway without the Certificate to Collect Sales and Use Tax. Vendor agrees to reimburse WGI for fines, penalties, etc. as a result of Vendor non-compliance with New York State Tax Laws. Please call 607-721-8491 for details
- 4) Vendor agrees to pay all fines/penalties levied on Vendor and to reimburse WGI for any fines or penalties, etc. levied on WGI as a result of Vendor non-compliance with any Federal, New York State, or local law including, but not limited to, DEC, OSHA, FCC, DOL, DOH, EPA, and further agrees to operate in accordance with all policies and procedures regarding solid waste management (recycling).
- 5) Vendor agrees to appoint a shift supervisor who will act as a liaison with WGI, and who will be responsible for following all recycling procedures mandated by WGI.
- 6) Vendor agrees to be responsible for obtaining all of its supplies, equipment and deliveries. WGI will not be responsible for any of the above mentioned. No deliveries will be signed for without prior knowledge or arrangements. **ALL deliveries MUST have the trailer identification (i.e. Dupont trailer) clearly marked on the package.** Packages will not be delivered to individual vendors; each Vendor must pick up and sign for packages at the GT Center (WGI Operations offices at the center of the infield). WGI is not responsible for lost, stolen, or unclaimed packages. No large shipments will be allowed without prior notification to WGI.
- 7) **Insurance.** Vendor, on behalf of itself and its affiliated companies and subsidiaries, agrees to secure and shall maintain, for the duration of the event and for any additional time that Vendor may be on the property, the following policies of insurance:
 - (A) **Comprehensive General Liability Insurance**, including bodily injury, personal injury liability, property damage and contractual liability in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 - (B) **Commercial Automobile Liability Insurance** in an amount of not less than \$1,000,000 per occurrence.

(C) **Worker's Compensation** as required by law in the state of New York;

Vendor agrees to name Watkins Glen International, Inc., its parent, subsidiaries, limited liability and affiliated companies and their respective shareholders, officers, directors, employees, members, sponsors, agents and assigns ("Indemnified Parties") as additional insured on the above mentioned policies and to provide a certificate of such coverage, along with payment for Vendor's Base Fee and the New York State Certificate to Collect Sales and Use Tax, **4 weeks prior to the event.** **Vendor will not be admitted to the Speedway without proof of insurance.** Such certificate of insurance shall specifically state that the insurance is primary and non-contributory over any other insurance that may be available to an Indemnified Party, and that a waiver of subrogation shall apply in favor of the Indemnified Parties. Should the above described policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- 8) Vendor, on behalf of itself and its affiliated companies and subsidiaries, agrees to be responsible for, to defend hold harmless, and indemnify the Indemnified Parties, including reasonable attorney's fees, of liability whether by reason of injury (including death) to the person or property of another, the willful misconduct, negligence or violation of law of Vendor, its employees or agents, or otherwise arising in connection with this Agreement. Vendor's obligations hereunder to defend shall extend to claims alleging the sole negligence, willful misconduct or violation of law of an Indemnified Party when combined with other claims triggering Vendor's obligation to indemnify, provided however that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, Vendor shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Indemnified Party. This paragraph shall survive termination or expiration of this Agreement.
- 9) WGI and Vendor shall remain independent contractors, and nothing contained herein or done pursuant hereto shall be construed to create any relationship of principal and agent or employer and employee between WGI and the Vendor to make them joint ventures.
- 10) Vendor agrees to provide WGI a picture of their vendor area display, fully opened as it would in standard operating position, including their space requirements. Additionally, Vendor will provide WGI with the type of merchandise being sold and any driver affiliation the Vendor may have. Those vendors who do not provide WGI with required information will be placed last. ** Please note: "Same as Last Year" (i.e. Size of Vendor set-up and actual set-up location) does not apply for this requirement. **Space in the vendor area is for display only-** support vehicles may be required to park in a separate area.
- 11) Vendor Base Fee Schedule. Fee is based on one 10' x 20' space (add \$25.00 for each additional foot needed) and is due, with New York Certificate of Authority to Collect Sales and Use Tax and Insurance Certificates, **4 weeks prior to the event.** Terms of Agreement are as follows:

Event	Fee	Due Date	Set-up Dates
April 8-9, 2017 Opening Weekend	\$150	March 24, 2017	April 7, 2017
June 23-25, 2017 SCCA Majors Super Tour	\$500	May 19, 2017	June 22, 2017

June 29-July 2, 2017 Sahlen's Six Hours of the Glen	\$750	May 29, 2017	June 28, 2017
September 1-3, 2017 Indycar Grand Prix at the Glen	\$750	August 4, 2017	August 31, 2017
September 8-10, 2017 U.S. Vintage Grand Prix	\$750	August 11, 2017	September 7, 2017
Non-public Events	\$150 per Mon.-Tues Event \$150 per Wed.-Thurs Event \$300 per Fri.-Sun. Event	Call 607-535-3320 for details	
NASCAR Contact: August 3-6	Bruce Marion of Fanatics bmarion@americrown.com	Call 386-681-3829 for details	

12) WGI, upon receipt of appropriate fee, will reserve adequate space for Vendor. WGI will also issue up to 4 Vendor admission passes and no more than 2 parking permits for each paid location. Any additional passes for workers or family must be purchased. Also, it is important that Vendor agrees to provide entrance passes for all workers and family members. WGI is not responsible for directing or transporting workers. No vendors will be granted access into WGI's premises after 6:00 p.m. of set-up day. GATES CLOSE AT 11PM. **If you are unable to be at the Speedway on set up day, you must make alternative arrangements prior to set up day by calling our retail store in downtown Watkins Glen, The Shop at 607-535-2486 ext. 353320.**

13) Vendors providing payment upon arrival shall pay the Late Fee amount of **\$25.00** and MUST make payment by cash, money order, certified Check or credit card. NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED UPON ARRIVAL, PAYMENT UPON ARRIVAL MUST BE MADE BY CASH, MONEY ORDER, CASHIER'S CHECK OR CREDIT CARD. NO EXCEPTIONS. Returned checks subject to a fee of \$25.00.

If this Agreement meets your approval, please sign where indicated and return the next page, along with payments, including New York State Certificate of Authority to Collect Sales and Use Tax and Certificate of Insurance, to:

Watkins Glen International, Inc.
Attn: Heather Brown
P.O. Box 500
Watkins Glen, NY 14891
Phone: (607) 535-3320
Fax: (607) 535-3347
hbrown@theglen.com

Make checks and money orders payable to:
Watkins Glen International, Inc.

The Term of this Agreement (event) shall be from _____ to _____

Or for multiple events specified: _____

If the event is postponed, the term shall be extended to begin on the day the event is held until the conclusion of the event.

Michael P. Printup
President
Watkins Glen International, Inc.

<Name: please print>

<Signature of above>

Heather Brown
Retail Manager
Watkins Glen International, Inc.

<Company Name>

Phone: _____

Fax: _____

E-Mail: _____

Date Received: _____

(Office Use Only)

Mailing address

Tax ID: _____
(Office Use Only)

(Street Address or P.O. Box)

(City, State) (Zip Code)

Insurance Received Y / N
(Office Use Only)

Date: _____

Addendum A

Non-Public Event Vendors:

It is required that Vendors give notice to Watkins Glen International the days they will be conducting business on Speedway property. Any Vendor caught conducting business without approval will be subject to a fine up to \$10,000, affiliated clubs will lose track privileges and/or confiscation of inventory.

Fees are \$100.00 per event; all requests must be processed prior to arrival and set up.

Proposed Dates: _____

Club Attending: _____

Are you affiliated with or have you been invited by a club? Yes _____ No _____

If yes which one _____

Fee Schedule: _____ \$100.00 payable prior to set-up

****PLEASE NOTE** Invitation by a third party is not approved by WGI.**

Send paperwork to:

Heather Brown
Watkins Glen International
P.O. Box 500
Watkins Glen, NY 14891
607-535-3320
hbrown@theglen.com