



2019 CORPORATE MEMBER CREDIT CARD ON-FILE AGREEMENT TERMS & CONDITIONS

FOR REFERENCE ONLY, to apply please use the applicable application link on the IMSACompetitors.com or contact registration@imsa.com

Agreement to the Terms of this Agreement: Your acknowledgment to the terms of this Agreement shall be evidenced by completing this Credit Card Authorization Form. Please retain this Contract for your records.

Notice: Do not submit the Credit Card Authorization Form before you read the Contract.

By submitting this Credit Card Authorization Form, you are authorizing payment(s) to IMSA to be charged to the credit card on-file, subject to the Contract. Such payments shall include without limitation, charges for annual credentials, single event credentials, awards/banquet tickets, WeatherTech Paddock Club passes, late fees, fines/penalties and administrative charges, event entry fees (Entry/Teams only), equipment, etc.

GENERAL TERMS & CONDITIONS

Authorization. You agree when the item/service requested from IMSA via an IMSA competitor online portal, is delivered to you or your designated recipient, to have payment for such items/services automatically taken from your credit/debit card account listed on the Credit Card Authorization Form or the credit/debit card account subsequently designated by you or the card issuing company ("Credit Card On-File"), in accordance with the terms and conditions of the Contract. You agree if a fine or administrative fee is assessed on Corporate Member by IMSA, to have such payment automatically charged to your Credit Card On-File, in accordance with the terms and conditions of the Contract.

Automatic Payment. Payments made by the Credit Card On-File must be made through an automatic charge to your credit/debit card account. No bills or invoices will be issued for any payments, except that a bill or invoice may be issued for past due amounts. Any past due amounts shall remain due and owing even if a bill or invoice is not issued.

When Payments are Due: Unless specifically stated in an agreement with IMSA, payment will be due at the time IMSA delivers the item/service to you or your designated recipient. For clarification, payment will be due at the time the physical credential, ticket or pass is delivered, not when it is used. **Payments may be posted to your credit or debit card on dates which are later than the due date. IMSA reserves the right to aggregate all Event related charges to be processed as one charge after the conclusion of an Event.**

NO RIGHT TO CANCEL. Once the item/service is delivered, you cannot cancel the payment for any reason, including but not limited to because you change your mind, decide it cost too much, or do not want to participate in the Event.

Revocation of Authorization. Corporate Member may revoke authorization by the Corporate Member Representative sending an email to Registration@IMSA.com with the name of the corporate member, the last 4 numbers of the credit card and a statement that you wish to terminate paying by credit card on-file. Such termination will occur forty eight (48) hours after such email is received.

Obligations. All payments shall be made to IMSA. If there is not enough credit in your Credit Card On-File account to cover this payment, it shall be up to you to provide IMSA access to another credit/debit card account or to pay the full amount due. If your credit/debit card account number changes or is scheduled to expire while you still owe payments hereunder, you are responsible for providing IMSA with an updated account number. You also authorize IMSA to obtain the new account number and/or extended expiration date and to update your account information and we may charge your payments to any new number and use any new expiration date. If the unpaid total of payments becomes immediately due and payable, such amount will be automatically charged to your credit/debit card account.

Default: If you are delinquent at any time, IMSA shall have the right to suspend Corporate Member's and/or the individual's membership and if applicable, Annual Credential. If any attempt is made to access or participate at an Event during a period when you are delinquent, IMSA reserves the right to deny access and/or participation to the Event. IMSA has the right, but not the obligation, to inform the individuals associated with the Corporate Member at the time of denial of admission that they are being denied access due to non-payment and then refer them to you for any questions. You shall be responsible for paying the expenses we incur in attempting to collect any amounts due under this Contract that are not paid when due, including court costs and reasonable attorneys' fees if referred for collection to an attorney.

Miscellaneous: (1) We may delay or waive enforcement of any of the provisions of this Contract, including your promise to make timely payments, without losing our right to enforce the same or any other provision later; (2) You waive the right to receive notice of any waiver or delay or presentment, demand, protest or dishonor; (3) Should any term herein be deemed invalid or unenforceable, the remaining terms shall remain in full force and effect; (4) This Contract is made in the State of Florida and shall be governed by and construed under the laws of the State of Florida; (5) Any dispute or legal action between you and us arising out of or in connection with this Contract shall be commenced and maintained exclusively in the Circuit Court in and for Orange County, Florida (or if the Circuit Court shall not have jurisdiction over the subject matter thereof, then in such other court sitting in said county and having subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court in any matter so to be submitted to it, and expressly waive the right to a jury trial. Notwithstanding anything to the contrary contained in this Clause (5), the parties further consent to the enforcement of the judgment of such court in all jurisdictions (both foreign and domestic).