



## 2019 INDUSTRY SUPPORT LICENSED SPACE TERMS & CONDITIONS

**FOR REFERENCE ONLY**, to apply please use the applicable application link on the [IMSACompetitors.com](http://IMSACompetitors.com) Industry Support portal or contact [registration@imsa.com](mailto:registration@imsa.com)

**1. License.** IMSA grants to Corporate Member a limited, non-transferable and non-exclusive license (“**License**”), subject to space availability, to use the Licensed Space during an Event. Corporate Member's failure to comply with any term of this Agreement and/or the Regulations, in IMSA's sole discretion, may result in immediate termination of this Agreement and forfeiture of any payments made by Corporate Member to IMSA.

**2. Use.** IMSA is granting the License to Corporate Member solely for the purpose of providing the Services to entrants, drivers and crew credentialed by IMSA only. Any other use of the Licensed Space is strictly prohibited. Corporate Member shall maintain order in and around the Licensed Space and shall not conduct or permit any activities which (i) promote, advertise and/or solicit the products and/or services to the general public, (ii) are prohibited by any applicable law, regulation, rule or ordinance; (iii) endanger the health or safety of any persons or property; (iv) interfere with other vendors, partners or their invitees or the operation of the Event; or (v) are inconsistent with the Regulations. IMSA shall have the sole discretion to terminate any activity and/or this Agreement permitted hereunder when such action is deemed inconsistent with this Section.

**3. Regulations.** IMSA reserves the right, in its sole discretion, to amend the Regulations at any time and for any reason it deems appropriate. Should Corporate Member violate any provision listed herein and fail to correct said violation within a reasonable cure period, which may in certain circumstances be as short as one (1) hour, IMSA shall have the right to terminate this Agreement immediately, without refund to Corporate Member. In the Event of termination in accordance with this section, Corporate Member shall cease all Services and vacate the Raceway immediately.

**4. Damage.** Corporate Member shall repair any and all damage to the Event facility (including without limitation any resources, facilities, premises, or property of IMSA or Raceway) caused by or attributable to Corporate Member's activities, and IMSA shall be the sole judge of the extent of such damage and the adequacy of any repairs or restoration. No physical alteration to the Licensed Space may be made without IMSA's prior written consent.

**5. Compliance.** At all times, Corporate Member shall use the Licensed Space so as to be in compliance with all applicable requirements, limitations and conditions of the federal, state, and local codes, laws, ordinances, regulations and rules under Federal law or otherwise in the state and jurisdiction in which the Raceway is located, including but not limited to the Americans with Disabilities Act and analogous state or local laws relating to nondiscrimination and/or accessibility for guests with disabilities and Occupational Safety and Health Regulations. Corporate Member shall obtain, maintain and pay for any and all licenses and/or permits required for the Services and shall provide evidence of the same to IMSA, upon request. Corporate Member is responsible for payment of all state tax on gross sales and all applicable city, county, local or other taxes which may be imposed upon Corporate Member or the business of Corporate Member. Corporate Member hereby certifies to IMSA that any and all applicable sales tax returns will be filed with the appropriate states. Upon request, Corporate Member agrees to provide IMSA with evidence of such payments for any and all taxes paid which are related to Corporate Member's operation under this Agreement.

**6. Third-Party.** Corporate Member hereby acknowledges and agrees that the Licensed Space is granted to Corporate Member only. If Corporate Member wishes to have a third-party setup, maintain or run such Licensed Space, Corporate Member must first obtain the prior written approval of IMSA. IMSA shall not grant approval for such third-party involvement unless and until such third party agrees to the terms and conditions described herein. Notwithstanding the foregoing, in the event IMSA consents to the involvement of such third-party, nothing herein shall relieve Corporate Member of any obligations contained in this Agreement.

**7. Intellectual Property.** Corporate Member represents warrants and covenants that, prior to the start of the Season and continuing throughout the Season, it shall secure and maintain a proper license from any and all third parties whose trademarks, logos, brands and/or other intellectual property appear on the merchandise/services being used in the Licensed Space. Upon request, Corporate Member agrees to provide such records pertaining to such license(s) for the purpose of verifying the existence of such licenses. In the event Corporate Member cannot demonstrate it holds a proper license for any merchandise/services in the Licensed Space, Corporate Member agrees that it shall cooperate with IMSA to promptly remove such merchandise/services from the Licensed Space.

**8. Personal Property.** IMSA is not responsible for any property or personal belongings placed in or about the Licensed Space by Corporate Member.