

# MID-OHIO SPORTS CAR COURSE



LEXINGTON, OHIO

March 14, 2022

Re: 2022 Mid-Ohio Sports Car Challenge- Motor Coach Registration

Dear Event Patron:

Welcome to the Mid-Ohio Sports Car Challenge! Enclosed you will find motor coach hospitality/driver motor coach information about the 2022 event to be held May 13-15, 2022 in Lexington, Ohio. We are working hard to organize and make this event run as smoothly as possible. Your attention and cooperation will help us. Please sign or provide the following documents and return to us by no later than **April 15<sup>th</sup>, 2022**

1. Motor Coach Reservation Form
2. Motor Coach Parking License Agreement
3. Catering Request
4. Payment in Full [100%]
5. Certificate of Insurance
6. Motor Coach Layout/Footprint

Please make all checks payable to: **Green Savoree Mid-Ohio, LLC.**

**All documents, payments and questions, if any, should be directed to:**

Deven Keady  
Green Savoree Mid-Ohio, LLC.  
P.O. Box 3108  
Lexington, Ohio 44904  
Cell: (727) 304-7305  
E-mail: [dkeady@greensavoree.com](mailto:dkeady@greensavoree.com)

Thank you and we look forward to seeing you very soon!

Sincerely,

Craig E. Rust  
President

# MID-OHIO SPORTS CAR COURSE



LEXINGTON, OHIO

## 2022 MOTOR COACH LICENSE AGREEMENT

This Motor Coach Parking License Agreement (“License Agreement”) is entered into on \_\_\_\_\_, 2022 by the undersigned Patron (“Patron”) and Green Savoree Mid-Ohio, LLC (“GSMO”).

WHEREAS, Patron desires use of a motor coach hospitality space in the team owner/driver paddock area at the 2022 Mid-Ohio Sports Car Challenge on May 13-15, 2022 (the "Event") which is owned and promoted by GSMO.

NOW THEREFORE, in exchange for the benefits set forth herein, the parties agree as follows:

1. GSMO, in exchange for valuable consideration, agrees to provide, during the term specified in paragraph 10, a limited and non-transferable, non-assignable license for the use of a designated motor coach space (the “Space”) in the team owner/driver paddock area at the Event for Patron to use for motor coach parking. GSMO shall, in its sole discretion, designate the Space to be used by Patron after receipt of all required documents and payment of the license fee in full. Except as expressly provided herein, this License Agreement does not confer on Patron or Patron’s guests and invitees any rights to admission to any activity or area encompassed by the Event. The nature of the interest granted by this License Agreement is a license only. The parties do not intend that this License Agreement create any interest in real estate, including but not limited to a tenancy, leasehold estate, easement or license coupled with an interest.
2. If Patron desires catering services, such services must be purchased from GSMO’s Official Event Caterer at Patron’s sole cost and expense.
3. **If Patron purchases a Team Motor Coach Space, Patron agrees that the use of the space is to provide catering to specific team guests and team employees. Catering provided to other teams or entities is forbidden unless an additional catering license is purchased and approved from GSMO.**
4. In connection with the exercise of this License Agreement, Patron, shall itself and, shall require all of its principals, employees, agents, guests, and invitees to, comply with all rules, regulations and/or requirements of GSMO and state and federal laws, and all local and municipal regulations, laws and ordinances, including, without limiting the general scope of the foregoing, all laws relating to the sale, distribution, gifting or providing of alcohol to guests or any other persons. Patron shall maintain order in the Space and shall not conduct or permit any activities which: (a) are prohibited by any applicable law, regulation, rule or ordinance; (b) endanger the health or safety of any person; (c) are a nuisance or interfere in any way with other Space licensees or spectators; (d) are inconsistent with the policies, practices or procedures of GSMO and/or any sanctioning organization of the Event; or (e) cause adverse publicity about GSMO, the Event or Event sponsors and participants.
5. Patron understands and agrees that because of certain state, city and/or local laws, codes, ordinances or regulations governing temporary motor coach / motorhome / recreational vehicle facilities, it is mandatory that a minimum of twenty (20') foot fire lanes be maintained within the

paddock area. Patron agrees when entering the paddock area to follow instructions or directions given by GSMO Officials to ensure compliance with all such applicable laws.

6. Patron understands and agrees that no structures (i.e., viewing decks, platforms, stages, scaffolding, etc.) are allowed to be placed or built on top of any motor coach without prior approval from GSMO and are subject to an additional fee. GSMO reserves the following rights: (a) to enter the Space at all reasonable hours and times for inspection and to make repairs and alterations to the Space; and (b) all right, title and interest in and to any broadcast over the public address system or closed-circuit television system as these privileges are intended solely for the private use of Patron and Patron's guests. Any rebroadcast reproduction or other use of the broadcast without the written consent of GSMO and IMSA is strictly prohibited.
7. Patron understands each Space is marked off in measurements of 18' x 50' for motor coach parking. Patron understands and agrees that the maximum width and length of Patron's motor coach, including canopy, tent and auxiliary equipment, cannot exceed the overall dimensions of the assigned Space.
8. Patron agrees that any electrical adapter supplied by GSMO for motor coach hookup must be returned to GSMO. If Patron fails to return it to GSMO Officials, a charge of \$100.00 will be billed to Patron.
9. **Security.** Patron agrees that neither GSMO nor the Morrow County Sheriff's Department is liable for the care, protection, security of, or loss or damage to, any motor coach or its contents, nor for any loss, injury or damage to any property or equipment brought into the paddock by Patron or by any other person, nor for the personal safety of any person. The care, protection, security and safety of Patron's property and Patron's guests and invitees is the responsibility of Patron and of each person entering the paddock area. Patron agrees that if Patron desires to provide security for its guests and invitees, its personal property and the personal property of its guests and invitees, it will contract separately with GSMO's designated Event security provider at Patron's expense.
10. The term of this License Agreement is the Friday, Saturday, and Sunday on which the Event will be conducted and any date to which the Event is postponed. Patron understands and agrees that no one will be allowed to enter any paddock areas before 8:00AM or after 6:00PM on Friday, Saturday, or Sunday of the Event (or the day(s) to which the Event is postponed). No later than 12:00 noon on Monday, May 16, 2022 or at noon on the day after the date to which the Event is postponed, Patron will surrender possession of the Space to GSMO in the same condition it was in at the beginning of the term. NO EXCEPTIONS.

If the Event or any related activity for which Patron would be able to use the Space, as contemplated by this Agreement, is postponed from the scheduled date, Patron's sole remedy is to require GSMO to furnish the Space at no additional charge on the date to which the Event is postponed. No refunds will be granted; should postponement occur, except for the remedy provided in the preceding sentence, Patron waives and relinquishes any claim against GSMO and any third party for damages and any other claim or remedy because of such postponement.

11. **Assumption of Risk; Insurance.** Patron assumes all risk of injury, death and property damage to Patron and its guests and invitees arising out of the acts or omissions of Patron, its guests and invitees, and the acts or omissions of any third party (including, without limitation, those of Event participants, such as race teams, other Patrons and their guests and invitees) (collectively "Risk of Loss"). Patron agrees to and shall provide general liability insurance to cover this Risk of Loss with a combined single limit of not less than \$2,000,000.00 per occurrence for bodily injury, death and property damage, containing severability of interest and cross-liability clauses and

naming as additional insureds GSMO, its parent company, subsidiaries and affiliated companies, and their respective shareholders, directors, members, officers, employees, agents, successors and assigns, all sponsors, all sanctioning bodies, all teams and their sponsors, all owners or lessors of real property used in connection with the Event (including parking lots), and all of their respective associates, officers, employees and agents. This insurance shall be primary and shall not require contribution from any insurance carried by the additional insureds. Patron further agrees and shall provide to GSMO a certificate of insurance evidencing the required coverage indicated the above no later than **April 15, 2022**.

12. **Indemnification, Release And Hold Harmless.** Patron hereby fully and forever agrees to indemnify, hold harmless, defend and release GSMO, all sponsors, all sanctioning bodies, all teams and their sponsors, all owners or lessors of real property used in connection with the Event (including parking lots), and all of their respective parent companies, subsidiaries and affiliated companies, and their respective shareholders, directors, members, officers, employees, agents, successors and assigns (the "Released Parties") for, from and against all claims, damages, liabilities, losses, demands, suits, legal proceedings, or causes of action of any kind, including damages arising from personal injury or death, theft of or damage to real or personal property, costs and expenses, including attorneys' fees and costs of investigation and suit (collectively and individually a "claim") made or claimed by Patron or any of Patron's employees, representatives, directors or their respective heirs, representatives, successors or assigns (each a "claimant") arising from or in any way connected with an incident, event or occurrence while Patron or any such claimant is within the paddock area, whether or not such claims are based on or alleged to be due in part or entirely to the negligence of any of the Released Parties.

A party entitled to indemnification hereunder is entitled to employ attorneys of its own choice in the event it is named as a party to any lawsuit, without waiving the requirement that Patron provide a defense by attorneys employed by Patron, and the reasonable cost thereof shall be included in the indemnification obligation of Patron.

13. Patron hereby declares and represents that no promise, inducement or agreement not expressed herein has been made to Patron, and agrees that this 2022 Motor Coach License Agreement, 2022 Motor Coach Reservation Form, 2022 Motor Coach Information, and Motor Coach General Rules and Regulations which are incorporated herein contain the entire agreement between the parties hereto (collectively the "License Agreement"), and that the terms of the Indemnification, Release and Hold Harmless provisions stated in paragraph 12 are contractual and not a mere recital. No change, alteration, or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto. No evidence of any inconsistent course of conduct or oral or other modification of this Agreement except a written instrument which complies with the preceding sentence shall be admissible in any court, arbitration or mediation proceeding concerning the enforcement or construction of this Agreement. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

Captions or titles are for convenience of reference only and are not part of this License Agreement and have no legal effect.

14. **Governing Law and Choice of Forum.** In the event of any dispute involving this License Agreement, including any right or obligation hereunder, the laws of the State of Ohio shall govern the validity, performance, enforcement, interpretation and any other aspect of this License Agreement and such rights and obligations, without regard to principles of conflicts of laws thereunder. The parties irrevocably submit to the personal and subject matter jurisdiction of the Ohio State courts located in Morrow County, Ohio, and waive trial by jury, for any lawsuits

concerning the interpretation or enforcement of this Agreement, and any remedy for breach of this Agreement. The prevailing party in any legal proceeding shall be entitled to recover all reasonable attorneys' fees and costs against the non-prevailing party.

15. **Force Majeure.** GSMO is not liable to Patron for delay in the performance of this License Agreement by GSMO or for any delay, shortening or cancellation of any Event ("Altered Event") or for any damages suffered by Patron to the extent any delay, Altered Event or nonperformance is due to causes beyond GSMO's control, including but not limited to acts of God, war, civil strife, rain, fire, strikes, pandemic, COVID-19, inclement weather (including lightning strikes), power outages, or inability to obtain necessary labor or materials.
16. **Non-waiver.** The failure of either party to insist in any one or more instances upon performance of any of the provisions of this License Agreement or to pursue its rights under this License Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights. Waiver by GSMO of any breach of any covenant or duty of Patron under this License Agreement is not a waiver of a breach of any other covenant or duty of Patron, or any subsequent breach of the same covenant or duty.
17. **Default.** In the event that Patron breaches its obligations (including the observance of any limitation stated herein) GSMO may immediately terminate this License Agreement. Upon termination for any reason, this License Agreement and all other rights and privileges of Patron under this License Agreement shall immediately terminate without further action by GSMO and GSMO shall have no further obligation to Patron. GSMO shall have the right to immediately remove or require the removal of the Patron's motor coach, all signs and other personal property from the Space, and to take immediate action to correct any default by Patron which could affect the safe use of the paddock area or the safety of any person. The remedies given GSMO by this paragraph are not exclusive of any other remedy available to GSMO for breach by Patron, whether provided hereunder or by law or equity.
18. **Notices.** All notices required to be given under this License Agreement or which the parties may desire to give under this License Agreement shall be in writing and be (a) hand delivered; or (b) delivered by electronic mail to the email address used by the parties in connection with this License Agreement, if successful transmission during the recipient's normal business hours is confirmed; or (c) addressed and sent by certified or registered mail, postage prepaid and return receipt requested to parties at the addresses provided on page 1 or to such other address as either party may designate by notice to the other or by Patron in the 2022 Motor Coach Reservation Form. All notices addressed in accordance with this Agreement shall be effective when received (or when delivery is first refused by the addressee) if delivered by mail or when successfully transmitted to the party's email address during the recipient's normal business hours or, if hand delivered, the date on which delivery is made.
19. **Relationship of the Parties.** The relationship of the parties created by this License Agreement shall be that of independent contractors. Nothing contained in this License Agreement shall be construed or interpreted as creating a relationship of landlord and tenant, joint venturers, partners, principal and agent, or employer and employee under any circumstances. Neither party shall have the power to obligate or bind the other in any manner.
20. **Limitation on Remedies.** Under no circumstances shall GSMO be liable for consequential, special or incidental damages arising out of its breach of this License Agreement or as a result of a postponement or cancellation of the Event, even if GSMO has been informed of the possibility of such damages.

**THE UNDERSIGNED HAS READ THE ENTIRE LICENSE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER AND RELEASE PROVISIONS AND FULLY UNDERSTANDS IT.**

Name of Patron: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Representative on Behalf of Patron**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# MID-OHIO SPORTS CAR COURSE



LEXINGTON, OHIO

## 2022 MOTOR COACH RESERVATION FORM

Organization Name:

Contact Name:

Title:

Address:

City

State:

Zip:

Phone #:

Email:

Note: You must submit a drawing with this reservation form showing the overall dimensions of the space requested. The License Agreement must be submitted with this reservation form. Sanitation services available at an additional cost.

ITEM	QUANTITY	PRICE/UNIT	TOTAL COST
Owner/Driver Motor Coach Space <b>SPACE ONLY!</b>	(18'x50') x _____	\$ 550	
Additional Power	50-amp x _____	\$ 850	
		<b>TOTAL</b>	

**Deadline for reservations is April 15, 2022. Payment due in full at time of reservation.**

**Any reservation placed after April 15, 2022, subject to availability, will be charged a 15% late fee.**

Authorized Signature:

Date:

Print Name:

Title:

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LEXINGTON, OHIO

## 2022 Motor Coach Information

### OWNER/DRIVER'S PERSONAL MOTOR COACH FEES

The price of each driver's space (18'x50') is **\$550.00**. Only standard sized motor coaches are permitted, and this space **MUST NOT** be utilized for sponsor hospitality. Power is available for an additional \$850 per 50 amp drop. Telephone and sanitation are available at an additional cost and should be arranged by the customer with Mid-Ohio's approved vendor. 100% payment must be paid in advance and received by **April 15<sup>th</sup>, 2022**.

### CANCELLATION/REFUND POLICY

You may cancel & request a full refund by submitting your cancellation request in writing to Michael Morrissey, Green Savoree Mid-Ohio LLC, 10439 Commerce Drive, Suite 100, Carmel, IN, 46032, by no later than 5:00 p.m. EST, May 6<sup>th</sup>, 2022. Cancellations received after May 6<sup>th</sup>, 2022 are not entitled to a refund and will be charged full price.

### GUESTS

Guests visiting your motor coach area will be required to have a ticket for gate admission. Tickets are available at [midohio.com](http://midohio.com) or by calling (419) 884-4000.

### AUTOMOBILE ACCESS TO MOTOR COACHES

There will be **NO PARKING** for support automobiles in the motor coach area. There will be one (1) parking pass per team/driver issued for an event parking lot. There will be **NO** exceptions!

### DELIVERIES

Vehicle access for all deliveries will only be permitted with the use of a "15 minute parking pass" which can be picked up by a delivery driver at the Security building located at Gate #3. This "15 minute parking pass" is strictly monitored during the race weekend.

### TELEPHONE SERVICE, SANITATION SERVICE AND GOLF CART INFORMATION

Please call or email for vendor contact information.



# MID-OHIO SPORTS CAR COURSE



LEXINGTON, OHIO

## 2022 Motor Coach Area General Rules and Regulations

1. All motor coach Spaces must be used only by the team (i.e., team owners and drivers), or team sponsors.
2. Motor coach Spaces and passes are not to be utilized as contest prizes, nor used as part of a public promotional campaign. Use of motor coach space may be utilized as part of private business-to-business campaign as long as prior approval has been obtained by Mid-Ohio Sports Car Course officials.
3. If any Patron within the motor coach paddock requires food and beverage services, a Catering Request form must be completed and submitted to Green Savoree Mid-Ohio LLC by no later than **April 15<sup>th</sup>, 2022**.
4. In general, temporary signage, displays, selling of merchandise, food or beverages, promotional activities and activity on observation platforms (i.e., signage, viewing, etc.) are not allowed within the motor coach area. Exceptions are as follows:
  - a. low level stanchion and flagging to define each team's or sponsor's Space
  - b. standard 3'x5' flags at the four corners of the motor coach
5. All teams and sponsors should use discretion. All materials must be focused on private activity and are not to be used as a means of advertising or promotional leveraging seen by the general public.
6. Guests Admission. Patron and Patron's guests each must have a valid Event ticket for gate admission.
7. Utilities and Sanitation Services. No utilities or sanitation services are provided as part of this License Agreement. **NO DUMPING WHATSOEVER IS PERMITTED**. Sanitation/pumping services at Patron's expense may be obtained through GSMO's designated contractor only. Port-o-lets and trash barrels are provided for your convenience and may not be moved or relocated.
8. Prohibited items: (complete list available at midohio.com)
  - a. Pets of any kind are not permitted on Mid-Ohio property unless a certified service dog.
  - b. Tents, awnings, structures, platforms, bleachers, scaffolding or similar apparatus. Provided, however, awnings are allowed if they do not extend beyond Patron's Space.
  - c. Swimming pools.
  - d. Firearms or weapons of any kind.
  - e. Fires or fireworks of any type.