

## Vendors, Sponsors and Race Teams

### ATTENTION

#### 2020 MOTOAMERICA GOLF CAR RENTERS:

This golf car rental package contains pertinent information required to rent a golf car from Willandale Golf Cart Sales. After completing this package, please email the entire package, along with COI, to Darren Tucker, Rental Manager, at [wgcsrentals@gmail.com](mailto:wgcsrentals@gmail.com). Darren will be able to assist you with any additional questions you may have.

The completed golf car rental package, along with payment and COI, must be received in our office no later than Friday, September 25, 2020 @ 4:00 p.m. EST. Any orders, paperwork, payment, or COIs received after Friday, September 25, 2020 @ 4:00 p.m. EST, are subject to availability and will be subject to a **\$100.00 late fee per golf car**.

We accept **Visa, MasterCard, and Discover** **only** for payment.

Golf cars are not permitted to be taken off Indianapolis Motor Speedway's property at any time.

Golf car ignition keys are universal, so it is your responsibility to secure the golf car(s) with a lock/cable/key set. We do not provide lock/cable/key sets, only the golf car key.

All golf cars are to be returned 2 hours post-race at the same location where the golf cars were picked up. Any late golf cars will be charged an additional **\$200.00 per golf car per day**.

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### Willandale Golf Cart Sales 2020 MOTOAMERICA Golf Car Rental

Willandale Golf Cart Sales is pleased to be the authorized coordinator and provider of golf cars for Indianapolis Motor Speedway. A variety of vehicles will be available for EVENT RENTAL as follows:

#### 2020 MOTOAMERICA RENTAL PRICES:

Type of Golf Car (based on availability)	Rental/Car/Event
4-Passenger	\$350.00
6-Passenger	\$450.00
Workhorse	\$350.00
Tops (Not Included)	\$100.00

\*Rental prices do not include tax or late fees.

Please direct all inquiries, payments, COIs and confirmations to:

Willandale Golf Cart Sales  
Attention: Darren Tucker  
111 N. Wooster Ave  
Strasburg, OH 44680  
Office: (330) 417-7480  
E-Mail: [wqcsrentals@gmail.com](mailto:wqcsrentals@gmail.com)

#### **Fast Facts:**

Hand-out day: Wednesday, October 7, 2020  
Rental Period: Wednesday, October 7, 2020 to Sunday, October 11, 2020  
Golf Car Return Day: Sunday, October 11, 2020, 2 hours post-race (in the event of a rain delay, the return day will be 2 hours post-race on the day the race is completed). **\*\* Any golf cars returned after 12:00 noon on Monday, October 12, 2020, will incur an additional \$200.00 PER GOLF CAR PER DAY late fee. Any golf cars Willandale tows or retrieves, will incur an additional \$250.00 tow fee per golf car in addition to any late fees. \*\* Any golf car keys not returned will incur an additional \$10.00 per golf car key fee. All stickers, decals, and/or sticky residue MUST be removed before return of golf car(s). Customer will incur a \$100.00 cleaning charge per item if not removed.**

Payment/COI/Confirmation: ***Must be received in our office by Friday, September 25, 2020.***  
Orders received after Friday, September 25, 2020, will be honored, subject to availability and will have a ***\$100.00 per golf car up-charge fee.***

Method of Payment: VISA, MASTERCARD, DISCOVER or \*CHECK -- **\*No checks will be accepted after September 25, 2020.** \*If rental is paid by check, a VISA, MASTERCARD or DISCOVER must be provided instead of a prepaid security deposit.

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### LEASE AGREEMENT

This contract is to begin no earlier than October 7, 2020 by and between Willandale Golf Cart Sales (WGCS) herein after referred to as the "Lessor" and [REDACTED], herein after referred to as the "Lessee."

#### WITNESSETH:

That for valuable consideration received and hereby acknowledged by each, the Lessor does grant the Lessee exclusive renting rights as hereinafter stipulated and mutually agreed that each of the respective parties to this contract will fulfill the several obligations imposed on each and that both accept the full meaning and intent of this contract, waiving recourse to any specific states rights laws which might allow either party to evade their respective responsibilities.

It is further understood that no verbal understanding not incorporated in this document is to be conceded as binding upon either but it is agreed that should it be found expedient and proper by both to alter, add, or omit any portion of this contract during its existence, that it may be altered or changed only by mutual written agreement, signed by the proper authorized officer of each respective party and that such changes do not invalidate the balance of the contract.

#### DURATION OF THE CONTRACT:

The usage period for the units is from approximately October 7, 2020 (or when the vehicles are received by the "Lessee"), until October 11, 2020 (once all vehicles are returned to the "Lessor" and inspected for unusual wear and tear or damages).

#### COMMISSION:

LESSEE UNDERSTANDS THAT ALL RENTAL RESERVATIONS, INCLUDING COIs, MUST BE RECEIVED BY THE LESSOR NO LATER THAN September 25, 2020, OR AN ADDITIONAL **\$100.00 PER GOLF CAR** WILL BE ADDED TO THE TOTAL RENTAL PRICE.

#### TERMS AND RENTAL CONDITIONS:

1. The Lessee has until September 25, 2020 to cancel (or partially cancel) an order, by written notification. Once this date passes, the Lessee will be responsible for the full rental amount of each vehicle set aside for the Lessee.
2. Lessor agrees to furnish a mechanic on request to handle any major maintenance which may be required on cars.
3. Title to said vehicles shall at all times be and remain the sole exclusive property of the Lessor. Said vehicles may not be removed from the premises of the Indianapolis Motor Speedway.
4. The Lessee assumes responsibility for the safe housing indoors or under suitable cover for the golf cars during the night hours. Ignition keys are to be removed from vehicles when not in use and at night-time.
5. The Lessee shall maintain insurance for the vehicles, as required by the Lessor and Indianapolis Motor Speedway, LLC.
6. The undersigned, and on behalf of the Company, hereby agrees to release, hold harmless, indemnify and defend Willandale Golf Cart Sales and IMS Group, their respective subsidiaries and affiliates, members, shareholders, officers, directors, agents, employees, sponsors, trustees, receivers, successors, subcontractors and assigns, from any and all responsibility, liability or damages, including reasonable attorney fees arising from injuries to person(s) or damage to property which may arise from the use of these golf cars by the Lessor/Company named below, its employees, agents, or representatives. Lessor/Company's obligations hereunder to defend shall extend to claims alleging the sole negligence, willful misconduct or violation of law of an Additional Insured Party when combined with other claims triggering Lessor/Company's obligation to indemnify, provided however, that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, Lessor/Company shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Additional Insured Party. Lessor/Company's indemnification obligations shall survive termination of this Agreement, shall extend to claims occurring after termination of this agreement, and are independent from, and not limited in any manner by the Lessor/Company's insurance coverage as required by this Agreement.
7. Any acts of vandalism to the rental vehicle shall be reported in writing to the Lessor and Indianapolis Motor Speedway, LLC upon discovery for documentation in accordance with standard incident reporting procedures, along with any names and /or evidence that would lead to the apprehension of the vandals or that would aid in filing an insurance claim. Property damage, fire, theft, and injuries resulting from the use of the vehicles shall

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be reported in the same manner. Lessee takes full responsibility for any and all for the above and will responsible for payment in full for lost, stolen or damaged golf cars.

8. Lessor shall have the right to withdraw any cars at anytime for maintenance or any abuses beyond normal wear and tear, as well as improper or unsafe driving/handling of golf cars. A fee of **\$500.00** will be charged if golf car is tampered with or modified. All golf cars are inspected by Lessor before issuing to Lessee.
9. Do not overload the golf cars with more passengers than it is designed for.
10. A fee of **\$100.00 per decal** will be charged for decals or stickers applied to the golf cars and not removed before returning the golf cars.
11. Lessor shall have the right to assign this contract.
12. Normal wear and tear on golf cars will be expected but abuse to cars will be the responsibility of the Lessee.
13. ADVERTISING: Lessee shall not, without the prior consent of Willandale Golf Cart Sales, use, nor shall it permit others to use, the equipment for the purpose of displaying any advertisements or publicity materials (including company logo).
14. Lessee is responsible for paying the full replacement value for lost or stolen vehicle(s).
15. In case of a rain delay additional rental fee will be charged.
16. A current Certificate of Insurance (COI) must be on an Acord 25 form and provided to Willandale Golf Cart Sales to include Lessee as the named insured on the certificate; comprehensive general liability insurance with limits not less than \$1,000,000.00 per occurrence; "Description of Operations" to include "Willandale Golf Cart Sales and IMS Group shall be named as additional insureds in respect to general liability. Coverage shall be primary and non-contributory and shall include a waiver of subrogation in favor of the additional insureds. Use of golf cars is covered by insurance." Willandale Golf Cart Sales is to be listed as certificate holder.

**17. E-Z-GO golf car keys are universal for Lessor's golf cars; therefore, it is the Lessee's responsibility to secure golf cars with their own lock/cable set.**

LESSEE PRINTED NAME, SIGNATURE & DATE:

BY: DARREN TUCKER RENTAL MANAGER, WILLANDALE GOLF CART SALES

LESSEE / COMPANY NAME:   
 DEPARTMENT/DIVISION:   
 CONTACT PERSON:   
 PERSON(S) PICKING UP GOLF CAR:   
 CREDIT CARD BILLING ADDRESS:   
 CITY, STATE, ZIP CODE:   
 ON-SITE CELL NUMBER:   
 EMAIL:

**2020 MOTOAMAERICA GOLF CART RENTAL PRICING:**

Qty	Type of Golf Car	Rental Amount	\$100.00 Late Fee/Golf Car After 9-18-2020	7% Tax*	Total Due
	4-Passenger	\$350.00			
	6-Passenger	\$450.00			
	Workhorse	\$350.00			
	Tops (Not Included)	\$100.00			

\*Actual sales tax will be based on rate at the date of the event.

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**TOTAL DUE: \$\_\_\_\_\_**

METHOD OF PAYMENT: (circle one) VISA    MASTERCARD    DISCOVER    CHECK\*

***\*PAYMENT MUST BE RECEIVED IN OUR OFFICE NO LATER THAN SEPTEMBER 25, 2020 TO GUARANTEE GOLF CAR RESERVATION. NO CHECKS WILL BE ACCEPTED AFTER SEPTEMBER 25, 2020.***

CREDIT CARD/CHECK NUMBER: \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_ / \_\_\_\_\_  
3 DIGIT SECURITY CODE: \_\_\_\_\_  
CREDIT CARD NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

NOTE: This agreement along with COI and payment must be received by September 25, 2020. Those persons or companies using credit cards may email the signed agreement to [wgcsrentals@gmail.com](mailto:wgcsrentals@gmail.com) , ATTN: Darren Tucker. Those persons or companies paying by check must mail the signed agreement, COI and check to:

Willandale Golf Cart Sales  
111 N. Wooster Ave  
Strasburg, OH 44680

**MANDATORY CERTIFICATE OF INSURANCE REQUIREMENTS**

Current Certificate of Insurance that **must** accompany the commercial use of golf cars/motorized vehicles permit request are required to:

- ❖ Specifically, state that use of a golf car or other motorized vehicle is covered by insurance.
- ❖ Include the name of the company that will be operating the equipment on the Indianapolis Motor Speedway property as the named insured on the certificate.
- ❖ Include comprehensive general liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence.
- ❖ Include the appropriate additional insured language (as described below) in the "Description of Operations" section of the certificate:
  - ***"Willandale Golf Cart Sales and IMS Group shall be named as additional insureds with respect to general liability. Coverage shall be primary and non-contributory and shall include a waiver of subrogation in favor of the additional insureds. Use of golf cars is covered by insurance."***
- ❖ Under "Certificate Holder" please list the following as additional insured:

***Willandale Golf Cart Sales  
111 N. Wooster Ave  
Strasburg, OH 44680***
- ❖ You will need to submit one Certificate of Insurance to Willandale with the required information above. You will also be required to provide Indianapolis Motor Speedway a Certificate of Insurance with their specific requirements.
- ❖ Certificate of Insurance must be on an Acord 25 Form.